

RFP For Empanelment of Consulting Organizations for Support of Project Development Cells in Government Ministries & Departments
Pre-Bid Clarifications

Invest India

Room 225, 1st Floor Vigyan Bhawan Annexe Maulana Azad Road, New Delhi- 1100119

S. No	Page No.	Clause No.	Section No.	Content of RFP Requiring Clarifications/Current Clause	Change/Clarification Requested	Invest India Response
1	70	Annexure H: Detailed Financial Bid	Section 3	Tier II - Small team (2-3 Consultants) 3 experts of 12 years of experience*25%; Medium Team (5-7 Consultant) 5 Experts of 12 years of experience *25%	Please make the size of the team specific to allow firms to bid appropriately. We request that teams should be defined as: Small team (3 Consultants) + 3 experts of 12 years of experience*25%; Medium Team (6 Consultants) + 5 Experts of 12 years of experience *25%	Please refer the corrigendum
2	59	Annexure: Technical Criteria- Tier II	Section 3	#3. Sector Experience in India: The Bidder will be scored on experience on the number of projects undertaken in India or outside India in each of the following sector in the last 5 years of project value greater than 5 Crores	We understand that Invest India is looking for sector experience in India. However, the description mentions number of projects undertaken in India or outside India. We request the relevant experience of this criteria be restricted to India. Kindly clarify if the project should only be strategy and exclude audit/ taxation/ IT implementation.	No change, project should only be strategy and exclude audit/ taxation/ IT implementation.
3	59	Annexure E: Technical Criteria- Tier II	Section 3	#4. Team Members: Relevant experience, skills & competencies and qualifications. (5 points). Agency to submit 2 CV each against the proposed team and experts (5 points)	It is critical to have a few global experts in the pool of bidder to ensure leveraging of global expertise. Hence, we request to make minimum 5 Global experts CV with at least 2 relevant-sector projects undertaken outside India mandatory. Kindly clarify if bidder should provide 2 sample detailed CVs (Page 67) for each of 21 sector experts (42 CVs), 2 project leaders, 3 Project managers and 5 Consultants? OR 2 sample detailed CVs for each position (8 CVs in total – 2 each for Project Leader, Project Manager, Consultant and Sector Expert).	Please refer the corrigendum

4	59	Annexure E: Technical Criteria- Tier II	Section 3	#4. Team Members: Over 75% of all global partners (or Vice Presidents) are strategy consulting partners. Audit, technology services, risk management, market research or KPO services are not counted as strategy consulting	This criterion is critical to ensure participation from reputed global management strategy firms. Hence, we request the following: a) Make this criterion a minimum eligibility requirement b) Bidder to provide MD certificate certifying the same	No change, however, a certificate from authorised signatory will be allowed.
5	89	Annexure P	Section 3	Scope of Work	In addition to the Scope of Work already defined, we request that the following should also be added to the scope of strategy consultant (Tier II). This is required to ensure that Tier II consultants are able to provide best services possible: a) Making opportunities investment ready: Develop strategy to enhance attractiveness of opportunities like public assets (railway stations, airports, stadia, rail networks, ports, etc.), public sector undertakings, etc. for private investments by levers like enhancing profitability, cost takeout, process improvement, organization restructuring, digital transformation etc.; "b) Undertaking Sectoral studies to enhance FDI attractiveness of sectors Develop strategy for key sectors to enhance FDI-attractiveness, like value-chain analysis, manufacturing cost rationalization, cost disability analysis vs. other low-cost countries and develop enabling policies and frameworks etc."	Refer to Corrigendum
6	35	2.18: Terms & Conditions	Section 2	Deployment of consultants' employees	Kindly clarify the minimum duration of deployment by User Ministry/ Department for each program, to facilitate accurate cost calculations by bidders. It is requested that User Ministry/ Department should employ the empanelled consultant for a minimum duration of 6 months.	No change

7	60	Tier II – Technical evaluation criteria #5	Section 3	3 case studies of similar type of engagement	<p>We agree that case study presentation is an effective way to understand the skills & competencies of a bidder. We believe that, in addition, Invest India should also evaluate</p> <p>a. Bidder’s understanding of minimum 2 key sectors in India (current situation, challenges, cost disadvantage compared to other low-cost countries (for ex: China and Vietnam, key levers to unlock the value/ FDI in the sector, etc.)</p> <p>b. Ready-made and propriety tools available with the bidder to undertake such studies</p> <p>Hence, we request that</p> <p>a. Case studies of similar type of engagement done earlier be limited to 2 (1 India and global each), with 5 marks each</p> <p>b. In addition, Bidder to provide point-of-view on how to enhance FDI attractiveness of 2 sectors covering current situation, challenges, cost disadvantage compared to other low-cost countries (for ex: China and Vietnam, key levers to unlock the value/ FDI in the sector, etc.) - 10 marks each</p> <p>c. Remaining 10 marks on Understanding of scope, Approach & Methodology, proprietary tools available with the bidder and quality of interaction during the presentation</p>	Please Refer the corrigendum
8	71	Detailed Financial Bid	Section 3	Man-Month rate of small and medium teams	We shall provide respective monthly team rates. Kindly change the table title to Team-month rate	Refer to Corrigendum
9	21 & 83	2.11.1 B. Strategy Consulting- Eligibility Criteria (Tier II) & Annexure M-	Section 2, Section 3	The Bidder should be registered in India under the Companies Act 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3	We request that “having office in Delhi” should be changed to “having office in Delhi-NCR”	Refer to Corrigendum

		Eligibility Criteria Sheet (Tier II)		(three) years as on date of publication of this RFP.		
10	22, 64 & 84	2.11.1 B. Strategy Consulting-Eligibility Criteria (Tier II) & G. TEC Form 2: Technical Bid & Annexure M-Eligibility Criteria Sheet (Tier II)	Section 2, Section 3	The annual turnover of the Bidder should be a minimum of INR 200 crores (Indian Rupees Two Hundred Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, 2019-20).	We request Invest India to accept the annual turnover for the Financial Years FY 2016-17, FY 2017-18 and FY 2018-19, as our financial books are not yet finalized for FY 2019-20	Refer to Corrigendum
11	22 & 84	2.11.1 B. Strategy Consulting-Eligibility Criteria (Tier II)	Section 2, Section 3	Letter of comfort signed by the Board-level member of the global parent	Kindly provide the format for "Letter of Comfort"	The bidders may submit the same in the form of undertaking duly certified by authorised signatory.
12	32	2.13.1 f Signing of Contract	Section 2	The empaneled rates finalized through this RFP will be revised at the rate of 6% (Six percent) increment annually in accordance with the terms of the contract.	Considering the historical inflation rate of 8%, we request that year-on-year escalation be fixed at 8%	Refer to Corrigendum
13	35	2.16.5 & 2.16.6 Payment Terms	Section 2	TA/DA	We request that expenses like TA/DA be included in the lumpsum quote	No change

14	25	2.12.5 Earnest Money Deposit	Section 2	NA	Kindly provide the contact details/ address of the person to hand over / courier EMD	Raja Singh Khurana Invest India 1st Floor, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi – 110001
15	83	Eligibility Criteria (Tier II)	Section 3	The Bidders must submit power of attorney issued by branch office authorizing the signatory of the bid to act on behalf of the Bidders (All the offices must be part of same entity)	Request you to kindly accept a certificate from Company Secretary/ Board-level member of parent entity for this requirement	Refer to Corrigendum
16	27; 42	2.12.9 Opening of File 1 & Annexure B-File 1	Section 2, Section 3	2.12.9 The File -1 containing scanned DD /Bankers' Cheque of EMD and other documents as set out in the RFP below will be opened in the first instance in the presence of the Bidder's authorized representative. Annexure B:File 1 DD/ bankers' cheque for EMD.	Kindly confirm that a Bank Guarantee is acceptable for EMD for Tier II Bidders	Yes, Bank Guarantee is acceptable for EMD for Tier II Bidders.
17	9	Annexure A: Request for Proposal Data Sheet	Section 1	INR 50,00,000 (Indian Rupee Fifty Lakh only) for Tier II, in the form of a DD/bankers' cheque/ bank guarantee in favour of Invest India payable at New Delhi.	We request Invest India to provide a format for Bank Guarantee	Refer to Corrigendum
18	26; 61	2.12.7 n; TEC Form-1 point 5	Section 2, Section 3	No deviations	We would like to seek clarification if we can propose changes to the legal terms of the RFP that shall form part of the Agreement.	Yes. However, it shall be at the discretion of Invest India/User Ministry Department to accept such changes, after discussions between the parties at the time of entering into the contract.

19	32; 37; 39	2.13.1 d.; 2.18.3; 2.18.4	Section 2	Termination; Suspension	<p>We suggest that any termination be triggered only where there is a material breach by us that is not cured within 30 days of receiving a notice. We are unable to agree to bearing any costs if there is a termination of the Agreement, or to the provision of suspension, and we suggest deletion of the same. Further, in the event of any material breach in services there are other recourses available to the client, and hence we suggest that PBG should not be forfeited. We propose that the termination for cause should be a mutual right for both the parties. Further, in the event of any termination, we should be paid for services performed till the termination. We suggest that in the event of a Force Majeure, we should be allowed to extend any due dates for milestones as reasonably necessary.</p>	<p>These clauses will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>
20	32		Section 2	Confidentiality	<p>We propose to amend this clause to define 'Confidential Information' and to make the clause mutual. Further, Confidential Information should not include information that: (a) is previously known to, or in the possession of, the receiving party without an obligation not to disclose; (b) is acquired by a receiving party from a third party which was not, to the receiving party's knowledge, under an obligation not to disclose such information; (c) which the receiving party can demonstrate was independently developed by or for the receiving party without reliance on any Confidential Information of the other party; (d) becomes publicly known and made generally available, through no breach of the agreement; or (e) is disclosed pursuant to an order of any court of competent jurisdiction or any regulatory, judicial, governmental, or similar body or any taxation authority of competent jurisdiction requiring disclosure of the Confidential Information of the disclosing party, provided that, to the extent legally permitted, the receiving party shall promptly notify the disclosing party. Additionally, in order to be compliant with any legal or tax orders, we request that we are allowed to retain the copies of the reports or deliverables submitted by us as an evidence of the work completed by us under this contract.</p>	<p>These clauses will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>

21	34; 35	2.15.2; 2.17	Section 2	Project Review Committee; Penalty	<p>We are unable to agree to the provision of penalties or liquidated damages. We will pay actual damages as determined by a court, but we are unable to agree to pay a pre-agreed penalty.</p> <p>Further, we suggest that a robust acceptance criterion be agreed between the parties that the client shall, within five (5) days of receipt of the deliverable, provide us a notice, and we shall, upon receipt of such notice, promptly correct any material variances identified therein. Further, deliverables shall be deemed accepted at such time as either (i) such deliverable conforms to the specifications or descriptions agreed between the parties; (ii) upon review is deemed satisfactory to client; or (iii) client fails to submit the above-mentioned written notice within the acceptance period.</p>	<p>These clauses will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>
22	36	2.18.1 d.	Section 2	Responsibility for equipment	<p>We can agree to be liable for any losses or damages that the client may sustain due to third party claims for violation of copyright or trademarks, and due to damage to property arising from our gross negligence or intentional misconduct.</p> <p>If we fail to fulfil our commitments to client, we will be liable for the damages that may result up to the amount of the fees paid by client for that work. Any liability, however, should be capped, and will exclude payment for any indirect, consequential, punitive, or other special damages.</p>	<p>These clauses will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>

23	37	2.18.2		Intellectual Property Rights	<p>We would like to clarify that the work product shall only be the final deliverables that are shared with the client, and shall not include any working drafts etc. We agree to provide the client the IP of the final deliverables that are shared with the client.</p> <p>We propose to include language that allows us to retain the pre-existing and underlying intellectual property to the extent embedded in the deliverables. We shall provide a non-exclusive, non-transferable, non-sublicensable, fully paid right to the client to use and copy any of the pre-existing IP forming part of the deliverables, so as to enable the client to use the deliverables internally, in accordance with the agreement. We shall also retain the ownership of any IP we develop in the course of working for the client, whether or not incorporated into the deliverables. This is especially true for any IP that could be considered an ‘enhancement’ to our pre-existing IP.</p> <p>Further, in the event any of our proprietary products or third-party materials are used for the deliverables or Services, the terms and any licensing restrictions thereof shall be shared with the client for compliance.</p> <p>Also, we shall not preclude the client from sharing the deliverables with any third parties, however, we request the client to ensure that such third parties sign our standard non-reliance letter before the client shares deliverables and any third-party having access to the report or presentation may use it on a non-reliance basis. This would protect us from risks of third-party claims based on reliance on our deliverables, which are prepared only for the client. We are unable to assume any legal obligations to non-clients that could arise from the redistribution of our work and we do not owe the duty of care towards the third party.</p>	<p>These clauses will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU’s have accepted similar requests.</p>
24	N/A	N/A		Disclaimer	<p>We would like to propose the inclusion of the following clarification that the client shall be responsible for obtaining its own legal, tax and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues which affect the advice given by us to client.</p>	No change

25	10	Page no 10/ RFP Data Sheet - Point 14	Section 2	Not later than the following date and time by email at procurement@investindia.org.in and please do confirm with Invest India receipt of same. Date: 20th July 2020 Before 1700 Hrs	The timelines between release of the RFP and the submission of the proposal are very strict and there are effectively just 5 working days available to the bidder. Lot of internal approvals are required to proceed with the submission plus the bid preparation would need time to put forward a quality proposal. In light of this request you to extend the bid submission date by atleast 3 weeks.	No change
26	10	Bid Validity, Page 10	Section 2	For a period of 180 (one hundred and eighty) days from the last date of bid submission	Request you to kindly modify the Clause as: For a period of 180 (one hundred and eighty) 90 (ninety) days from the last date of bid submission	No change
27	18	Bid Validity, Page 18	Section 2	All the bids must be valid for a period of 180 (one hundred eighty) days from the last date of bid submission. However, the rates should be valid for the initial/ extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (Contract) period. If necessary, Invest India will seek extension in the bid validity period beyond 180 (one hundred eighty) days. The Bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.	Request you to kindly modify the Clause as: All the bids must be valid for a period of 180 (one hundred eighty) 90 ninety days from the last date of bid submission. However, the rates should be valid for the initial/ extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (Contract) period. If necessary, Invest India will seek extension in the bid validity period beyond 180 (one hundred eighty) days. The Bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.	No change
28	19	Page No. 19 / Clause 2.10.2	Section 2	The empanelment of Bidders will be under 2 (two) tiers, wherein the scope of work for Tier-I will be focused more towards supporting PDCs, while that for Tier-II will be towards strategy. A Bidder shall apply for empanelment under only 1 (one) of the 2 (two) tiers	Request you to allow bidders to participate in both Tiers i.e. Tier - I & II.	No change

29	20	Page 20, Eligibility Criteria - Tier 1	Section 2	The annual turnover of Bidder should be a minimum of INR 100 crores (Indian Rupees One Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20). The turnover quoted must be from consultancy/professional work (excluding revenue from audit and taxation) undertaken by the Bidder in India.	Request you to kindly modify the Clause as: The annual turnover of Bidder should be a minimum of INR 100 50 crores (Indian Rupees One Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20). The turnover quoted must be from consultancy/professional work (excluding revenue from audit and taxation) undertaken by the Bidder in India.	No change
30	20	Page 20, Eligibility Criteria - Tier 1	Section 2	Certificate from statutory auditor and audited financial statements for the 3 (three) previous financial years and letter of declaration if financial statements are under audit.	Request you to kindly modify the Clause as: <u>Certificate from statutory auditor/CA certificate/CS certificate</u> and audited financial statements for the 3 (three) previous financial years and letter of declaration if financial statements are under audit Wipro being an IT company having multiple servieline, thus our financial statement doesn't reflect consulting turnover and getting statutory certificate is time consuming process, thus kindly allow CA or CS certificate	Refer to Corrigendum
31	21	Page 21, Eligibility Criteria - Tier 1	Section 2	The Bidder must have successfully handled 1 large scale program (of a basic contract value of at least INR 5 crore (Indian Rupees Five Crore only)) covering Program Management Unit / Technical Support Unit / Knowledge Partnership services for any Government Agencies in last 5 (five) years in India	Request you to kindly modify the Clause as: The Bidder must have successfully handled <u>or ongoing</u> 1 large scale program (of a basic contract value of at least INR 5 crore (Indian Rupees Five Crore only)) covering Program Management Unit / Technical Support Unit / Knowledge Partnership services for any Government Agencies in last 5 (five) years in India	Refer to Corrigendum (add ongoing)

32	21	Page No. 21 / B. Tier – II – Strategy Consulting / Sr.No.1	Section 2	The Bidder should be registered in India under the Companies Act 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP. The Bidder should have physical offices in more than 30 (thirty) countries with permanent staff including group company offices or branch offices in India or outside of India with access to their knowledge networks. The Bidders must submit power of attorney issued by branch office authorizing the signatory of the bid to act on behalf of the bidders (all the offices must be part of same entity).	Request you to allow the authorized signatory of the bidder to self-certify that : 1. Presence of Offices in more than 30 countries 2. Access to knowledge network to all the group company offices and branch offices	Refer to Corrigendum
33	22	Page No. 22 / B. Tier – II – Strategy Consulting / Sr.No.4	Section 2	The bidder should have completed at least 1 (one) large investment project of project value > \$1 Mn / ₹INR 7 crore (Indian Rupees Seven Crore only) with INR 500 crore (Indian Rupees Five Hundred Crore only) investment with public sector entities, government authorities, ministries or private industry departments in India or outside India in the last 5 years.	Request you to kindly modify the Clause as: The bidder should have completed at least 1 (one) large project of project value > \$1 Mn / ₹INR 7 crore (Indian Rupees Seven Crore only)with public sector entities, government authorities, ministries or private industry departments in India or outside India in the last 5 years.	Refer to Corrigendum:
34	22	Page No. 22 / B. Tier – II – Strategy Consulting / Sr.No.5	Section 2	All the global resources including domain area experts of the Bidder should be available for this engagement without any additional costs. For this, the Bidder must provide (i) Letter of Comfort for sharing the global resources, (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.	Bidders should be allowed to charge additional cost for global resources for domain specific work as global resources would involve high overhead costing such as travelling, accommodation and other allowances as per policy of Organisation and Nation.	No change

35	25	Page 25, Earnest Money Deposit,	Section 2	<p>b. Forfeiture of Earnest Money Deposit/Security Deposit The Earnest Money Deposit can be forfeited if a Bidder:</p> <ol style="list-style-type: none"> 1. Withdraws its bid during the period of bid validity; 2. Does not accept the correction of errors; 3. In case of the empanelled Bidder, if such empanelled Bidder fails to execute the Contract within the stipulated time; 4. If a Bidder fails to furnish the Bank Guarantee as required to be furnished at the time of signing the Contract. 	<p>Request you to kindly modify the Clause as:</p> <p>b. Forfeiture of Earnest Money Deposit/Security Deposit The Earnest Money Deposit can be forfeited if a Bidder:</p> <ol style="list-style-type: none"> 1. Withdraws its bid during the period of bid validity; 2. Does not accept the correction of errors; 3. In case of the empanelled Bidder, if such empanelled Bidder fails to execute the Contract within the stipulated time; 4. If a Bidder fails to furnish the Bank Guarantee as required to be furnished at the time of signing the Contract. 	No change
36	31	Page 31, Panel Formation	Section 2	<p>b. If any Bidder quotes 0 (zero) or incredibly low rates or fails to quote in any of the constituent items (for each of the Position Category separately) in the detailed cost breakup, its bid will be rejected and EMD will be forfeited. The next successive lowest quote may be chosen to be declared as L1 rate for each of the Position Category separately, if found in order as per RFP terms and conditions and so on. Invest India may choose to reject all quotes as well.</p>	<p>Request you to kindly modify the Clause as:</p> <p>b. If any Bidder quotes 0 (zero) or incredibly low rates or fails to quote in any of the constituent items (for each of the Position Category separately) in the detailed cost breakup, its bid will be rejected and EMD will be forfeited. The next successive lowest quote may be chosen to be declared as L1 rate for each of the Position Category separately, if found in order as per RFP terms and conditions and so on. Invest India may choose to reject all quotes as well.</p>	Refer to Corrigendum
37	32	Page 32, Award of Contract (Empanelment)	Section 2	<p>The empanelled rates finalized through this RFP will be revised at the rate of 6% (Six percent) increment annually in accordance with the terms of the Contract.</p>	<p>Request you to kindly modify the Clause as:</p> <p>The empanelled rates finalized through this RFP will be revised at the rate of 6% (Six percent) 8% (eight percent) increment annually in accordance with the terms of the Contract.</p>	Refer to Corrigendum

38	34	Page 34, Payment Terms	Section 2	The empaneled Bidder would submit pre-receipted bills in the name of User Ministry/ Department, on a monthly/quarterly basis or any other mode as may be agreed between Bidder and Ministries/Department and shall be endeavored to be processed within 30 (thirty) days of receipt, if they are complete in all respect.	The empaneled Bidder would submit pre-receipted bills in the name of User Ministry/ Department, on a monthly/quarterly basis or any other mode as may be agreed between Bidder and Ministries/Department and shall be endeavored to be processed within 30 (thirty) days of receipt, if they are complete in all respect.	No change
39	35	page 35, Penalty	Section 2	Project delays on account of the empanelled Bidder or due to deployment of persons who are not carrying the skills / experience / expertise of the level they are reasonably expected to have, on the basis of the scope description set out in the Annexures to this RFP will attract a penalty of 1% (one percent) per week of the total project value upto 6 (six) weeks. Thereafter, work order will be treated as cancelled and cancellation charges of 10% (ten percent) of work order value will be levied. In addition, PBG will be forfeited by the concerned User Ministry/Department as the case may be and the concerned User Ministry/Department shall be entitled to get the job done from an alternate source at the risk and cost of the defaulting empanelled Bidder who may also be blacklisted.	Request you to kindly modify the Clause as: Project delays on account of the empanelled Bidder or due to deployment of persons who are not carrying the skills / experience / expertise of the level they are reasonably expected to have, on the basis of the scope description set out in the Annexures to this RFP will attract a penalty of 1% (one percent) 0.25% per week of the total project value upto 5% 6 (six) weeks . Thereafter, work order will be treated as cancelled and cancellation charges of 10% (ten percent) of work order value will be levied. In addition, PBG will be forfeited by the concerned User Ministry/Department as the case may be and the concerned User Ministry/Department shall be entitled to get the job done from an alternate source at the risk and cost of the defaulting empanelled Bidder who may also be blacklisted.	This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU's have accepted similar requests.

40	37	Page 37, Suspension and Termination	Section 2	<p>Invest India or the concerned User Ministry/Department may by a written notice of suspension, suspend all payments to the empanelled Bidder under the Contract, if the empanelled Bidder fails to perform any of its obligations under the Contract provided that such notice of suspension:</p> <ol style="list-style-type: none"> 1. will specify the nature of the failure; and 2. will request the empanelled Bidder to remedy such failure within a specified period from the date of issue of such notice of suspension. 	<p>Request you to kindly modify the Clause as:</p> <p>Invest India or the concerned User Ministry/Department may by a written notice of suspension, suspend all payments to the empanelled Bidder under the Contract, if the empanelled Bidder fails to perform any of its obligations under the Contract provided that such notice of suspension:</p> <ol style="list-style-type: none"> 1. will specify the nature of the failure; and 2. will request the empanelled Bidder to remedy such failure within a specified period of 30 days from the date of issue of such notice of suspension. In the event of suspension Customer shall pay Wipro for goods delivered and services rendered till the date of termination. <p>The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ol style="list-style-type: none"> (a) To have any portion completed and delivered at the Contract terms and prices ; or (b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier 	<p>These clauses will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>
41	38	Page 38, Termination for Convenience	Section 2	<p>Invest India or any of the concerned User Ministry/ Department reserves the right to terminate by prior written notice of atleast 30 (thirty) days, the whole or part of the Contract. The notice of termination will specify that termination is for Invest India's or the concerned User Ministry's/Department's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.</p>	<p>Request you to kindly modify the Clause as:</p> <p>Invest India or any of the concerned User Ministry/ Department reserves the right to terminate by prior written notice of atleast 30 (thirty) 90 (ninety) days, the whole or part of the Contract. The notice of termination will specify that termination is for Invest India's or the concerned User Ministry's/Department's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective. In the event of termination by Invest India, the bidder shall be paid for the:</p> <ol style="list-style-type: none"> a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts 	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>

					e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination.	
42	38	Page 38, Termination for default	Section 2	<p>If the empanelled Bidder, in either of the above circumstances, does not take remedial steps within a period of 30 (thirty) days after receipt of the default notice from Invest India or any of the concerned User Ministry/ Department (or takes longer period in spite of what Invest India or the concerned User Ministry/ Department may authorize in writing), Invest India or the concerned User Ministry/ Department may terminate the Contract / work order in whole or in part. In addition to above, Invest India or the concerned User Ministry/Department may at its discretion may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other empanelled Bidder and the defaulting Bidder shall be liable to compensate Invest India or the concerned User Ministry/Department for any extra expenditure involved</p>	<p>Request you to kindly modify the Clause as:</p> <p>If the empanelled Bidder, in either of the above circumstances, does not take remedial steps within a period of 30 (thirty) days after receipt of the default notice from Invest India or any of the concerned User Ministry/ Department (or takes longer period in spite of what Invest India or the concerned User Ministry/ Department may authorize in writing), Invest India or the concerned User Ministry/ Department may terminate the Contract / work order in whole or in part. In addition to above, Invest India or the concerned User Ministry/Department may at its discretion may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other empanelled Bidder and the defaulting Bidder shall be liable to compensate Invest India or the concerned User Ministry/Department for any extra expenditure involved towards support service to complete the scope of work. However bidder's liability in this case will be limited to 10% of the value of the goods or services for which such option is exercised.</p>	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>

				towards support service to complete the scope of work.		
43	38	Page 38, Termination for default	Section 2	As per the RFP	Request you to kindly modify the Clause as: to be added "In the event of termination by Invest India, the bidder shall be paid for the: a) Goods delivered b) Services rendered c) Work in progress d) Third party orders in pipeline which cannot be cancelled despite Contractor's best efforts e) Unrecovered investments shall be paid by customer as per termination schedule till the date of termination."	This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.
44	45	Page No. 45 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Project Leader: Experience of working on at least 10 (ten) consulting, including 5 (five) investment promotion or doing business, engagements with state or central governments as a project leader in the preceding 3 (three) financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Project Leader Experience of working on at least 5 (five) consulting, including 2 (Two) investment promotion or ease of doing business, engagements with state or central governments in the preceding 5 (Five) financial years.	No change

45	45	Page No. 45 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Project Manager Experience of working on at least 5 (five) consulting, including 3 (three) investment promotion or doing business, engagement with state or central governments as a project manager in the preceding 3 (three) financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Project Manager Experience of working on at least 2 (Two) consulting, including 1 (one) investment promotion or ease of doing business, engagements with state or central governments in the preceding 5 (Five) financial years.	No change
46	46	Page No. 46 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Sector Expert Experience of working on at least 10 (ten) consulting, including 5 (five) focused on the sector, engagement with state or central governments as a Sector Expert or Project Manager in the preceding 3 financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Sector Expert Experience of working on at least 5 (five) consulting, including 2 (Two) focused on the sector, engagements with state or central governments in the preceding 5 (Five) financial years.	No change
47	46	Page No. 46 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Investment Project Development Professional Experience of working on at least 3 (three) consulting, including 1 (one) investment project development, engagement with state or central governments in the preceding 3 (three) financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Investment Project Development Professional Experience of working on at least 2 (Two) consulting, including 1 (one) investment project development, engagement with state or central governments in the preceding 5 (Five) financial years	No change
48	47	Page No. 47 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Digital Promotion Professional Experience of working on at least 3 (three) consulting, including 1 (one) digital promotion, engagement with state or central governments in the preceding 3 (three) financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Digital Promotion Professional Experience of working on at least 2 (Two) consulting, including 1 (one) digital promotion, engagement with state or central governments in the preceding 5 (Five) financial years	No change

49	47	Page No. 47 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Investment Tracking Professional Experience of working on at least 3 (three) consulting, including 1 (one) investment tracking, engagement with state or central governments in the preceding 3 (three) financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Investment Tracking Professional Experience of working on at least 2 (two) consulting, including 1 (one) investment tracking, engagement with state or central governments in the preceding 5 (Five) financial years	No change
50	48	Page No. 48 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Doing Business Professional Experience of working on at least 3 (three) consulting, including 1 (one) doing business, engagement with state or central governments in the preceding 3 (three) financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Doing Business Professional Experience of working on at least 2 (two) consulting, including 1 (one) doing business, engagement with state or central governments in the preceding 5 (Five) financial years	No change
51	48	Page No. 48 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Start-up/ Entrepreneurship Professional Experience of working on at least 3 (three) consulting, including 1 start-ups/ entrepreneurship, engagement with state or central governments in the preceding 3 (three) financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Start-up/ Entrepreneurship Professional Experience of working on at least 2 (two) consulting, including 1 start-ups/ entrepreneurship, engagement with state or central governments in the preceding 5 (Five) financial years	No change
52	48	Page No. 48 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	Experience for technical evaluation for Investment Financing Professional Experience of working on at least 3 (three) consulting, including 1 (one) investment financing, engagement with state or central governments in the preceding 3 (three) financial years	Request you to kindly modify the Clause as: Experience for technical evaluation for Investment Financing Professional Experience of working on at least 2 (two) consulting, including 1 (one) investment financing, engagement with state or central governments in the preceding 5 (Five) financial years	No change

53	49	Page No. 49 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	<p>Experience for technical evaluation for Investment Financing Professional</p> <p>Experience of working on at least 3 (three) consulting, including 1 (one) investment financing, engagement with state or central governments in the preceding 3 (three) financial years</p>	<p>Request you to kindly modify the Clause as:</p> <p>Experience for technical evaluation for Investment Financing Professional</p> <p>Experience of working on at least 2 (two) consulting, including 1 (one) investment financing, engagement with state or central governments in the preceding 5 (five) financial years</p>	No change
54	49	Page No. 49 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	<p>Experience for technical evaluation for Investment Economic Modelling Professional</p> <p>Experience of working on at least 3 (three) consulting, including 1 (one) investment economic modelling, engagement with state or central governments in the preceding 3 (three) financial years</p>	<p>Request you to kindly modify the Clause as:</p> <p>Experience for technical evaluation for Investment Economic Modelling Professional</p> <p>Experience of working on at least 2 (two) consulting, including 1 (one) investment economic modelling, engagement with state or central governments in the preceding 5 (Five) financial years</p>	No change
55	49	Page No. 49 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	<p>Experience for technical evaluation for PPP Professional</p> <p>Experience of working on at least 3 (three) consulting, including 1 (one) PPP, engagement with state or central governments in the preceding 3 (three) financial years</p>	<p>Request you to kindly modify the Clause as:</p> <p>Experience for technical evaluation for PPP Professional</p> <p>Experience of working on at least 2 (two) consulting, including 1 (one) PPP, engagement with state or central governments in the preceding 5 (five) financial years</p>	No change
56	50	Page No. 50 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	<p>Experience for technical evaluation for Investment Promotion Professional</p> <p>Experience of working on at least 3 (three) consulting, including 1 (one) investment promotion, engagement with state or central governments in the preceding 3 (three) financial years</p>	<p>Request you to kindly modify the Clause as:</p> <p>Experience for technical evaluation for Investment Promotion Professional</p> <p>Experience of working on at least 2 (two) consulting, including 1 (one) investment promotion, engagement with state or central governments in the preceding 5 (five) financial years</p>	No change

57	51	Page No. 50 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	<p>Experience for technical evaluation for Infrastructure Investment Professional</p> <p>Experience of working on at least 3 (three) consulting, including 1 (one) infrastructure investment, engagement with state or central governments in the preceding 3 (three) financial years</p>	<p>Request you to kindly modify the Clause as:</p> <p>Experience for technical evaluation for Infrastructure Investment Professional</p> <p>Experience of working on at least 2 (two) consulting, including 1 (one) infrastructure investment, engagement with state or central governments in the preceding 5 (five) financial years</p>	No change
58	51	Page No. 51 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -I	Section 3	<p>Experience for technical evaluation for Investment Policy/ Incentive Professional</p> <p>Experience of working on at least 3 (three) consulting, including 1 (one) investment policy/ incentive, engagement with state or central governments in the preceding 3 (three) financial years</p>	<p>Request you to kindly modify the Clause as:</p> <p>Experience for technical evaluation for Investment Policy/ Incentive Professional</p> <p>Experience of working on at least 2 (two) consulting, including 1 (one) investment policy/ incentive, engagement with state or central governments in the preceding 5 (five) financial years</p>	No change
59	52	Page No. 52 C. EDUCATIONAL QUALIFICATIONS AND EXPERIENCE Tier -II	Section 3	<p>Experience for technical evaluation for Project Leader</p> <p>Experience of working on at least 10 (ten) consulting, including 5 (five) engagements with state or central governments as a project leader in the preceding 3 (three)</p>	<p>Request you to kindly modify the Clause as:</p> <p>Experience for technical evaluation for Project Leader</p> <p>Experience of working on at least 5 (five) consulting, including 2 (Two) engagements with state or central governments in the preceding 5 (Five) financial years.</p>	No change

60	57	Page No. 57 E. TECHNICAL EVALUATION CRITERIA, Sr.No. 4 / Tier I : Distribution of Marks	Section 3	Number of consultancy jobs of fee more than INR 5 crore undertaken (initiated, undertaken or completed) for the Government (central, state governments or associated agencies/ authorities in India or Global/Multilateral) in last 3 (three) years in Investment Promotion, Trade/Investment Facilitation Expert, Ease of Doing Business, Economic Development or Project Identification/ Attracting Private Sector investment Appraisal/ Facilitation/ improving Trade competitiveness. Project extensions can be considered as separate jobs. (Max Marks 15) <ul style="list-style-type: none"> • Upto 5 Project – 05 marks • 10 Project – 10 Marks • 15 Project-- 15 Marks 	Request you to kindly modify the Clause as: Number of consultancy jobs of fee more than INR 1 crore undertaken (initiated, undertaken or completed) for the Government (central, state governments or associated agencies/ authorities in India or Global/Multilateral) in last 5 (Five) years. Project extensions can be considered as separate jobs. (Max Marks 15) <ul style="list-style-type: none"> • Upto 5 Project – 05 marks • 10 Project – 10 Marks • 15 Project-- 15 Marks 	No change
61	57	Page No. 57 E. TECHNICAL EVALUATION CRITERIA, Sr.No. 4 / Tier I : Distribution of Marks	Section 3	Annual turnover from consulting revenue in India in finance year 2019-20 from Consultancy/professional work (including that for advisory, taxation & IT implementation) 100 crore – 3 Marks 200 Crore – 5 Marks 300 Crore – 7 Marks	Request you to kindly modify the Clause as: Annual turnover from consulting revenue in India in finance year 2019-20 from Consultancy/professional work (including that for advisory, taxation & IT implementation) 100 50crore – 3 Marks 200 75Crore – 5 Marks 300 100Crore – 7 Marks Kindly allow the consulting overall revenue so that bidder can leverage global numbers as well	No change
62	N/A	Limitation of Liability	N/A	Clause not present in RFP	Notwithstanding anything contained herein, neither Party shall be liable for any indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through Wipro) that may arise out of or result from this Agreement. The aggregate liability of Wipro, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim.	This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.

63	N/A	Saving Clause	N/A	Clause not present in RFP	Bidders failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent Bidders performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.	This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.
64	N/A	Deemed Acceptance	N/A	Clause not present in RFP	Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to Wipro within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that Wipro shall have 15 days' time to correct in case of any rejection by Customer.	This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.
65	N/A	Change Order	N/A	Clause does not present in RFP	Either party may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope, Services, Deliverables, schedule, or any other aspect of the Statement of Work/Purchase Order. Wipro will prepare a Change Order reflecting the proposed changes, including the impact on the Deliverables, schedule, and fee. In the absence of a signed Change Order, Wipro shall not be bound to perform any additional services.	This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.

66	20	Section A, Tier 1 – Support Consultant, Clause 1	Section 2	<p>The Bidder should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP</p> <p>Supporting Documents: Certificate of Incorporation/ Registration</p>	<p>Given the multi-sectoral expertise required to deliver the scope of work, we understand that Bidders can form consortium to bring in the best available expertise. However, sub-contracting is not allowed. This is in line with the GFR and World Bank Guidelines</p>	Please refer corrigendum
67	20	Section A, Tier 1 – Support Consultant, Clause 2	Section 2	<p>The annual turnover of Bidder should be a minimum of INR 100 crores (Indian Rupees One Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20). The turnover quoted must be from consultancy/professional work (excluding revenue from audit and taxation) undertaken by the Bidder in India.</p> <p>Supporting Documents: Certificate from statutory auditor and audited financial statements for the 3 (three) previous financial years and letter of declaration if financial statements are under audit.</p> <p>Annual turnover from consulting revenue in India in finance year 2019-20 from Consultancy/professional work (including that for advisory, taxation & IT implementation) (Max. Marks: 7)</p> <ul style="list-style-type: none"> • 100 crore – 3 Marks • 200 Crore – 5 Marks • 300 Crore – 7 Marks 	<p>Since Audited financial documents can be filed till September with Govt of India, we understand that for FY20 we can provide duly verified financial statements from our statutory Auditor for FY 20</p>	Refer to Corrigendum

68	57	Section E, Technical Evaluation Criteria, Clause 1	Section 3	<p>Average turnover from consulting/ professional services to the Government (central, state Governments or associated agencies/ Multilateral authorities in India) in last three years (Max. Marks: 8)</p> <ul style="list-style-type: none"> • Turnover – INR 10 Crore – 3 Marks • Turnover – INR 15 Crore – 5 Marks • Turnover – INR 20 Crore – 8 Marks 	<p>Since Audited financial documents can be filed till September with Govt of India, we understand that for FY20 we can provide duly verified financial statements from our statutory Auditor for FY 20</p>	Refer to Corrigendum
69	57	Section E, Technical Evaluation Criteria, Clause 2	Section 3	<p>Evaluation of personnel proposed to be deployed on PDC projects (30 Marks) + Please share the sample CV against each of the category with indicated experience (please see originals for tables)</p>	<p>Since Audited financial documents can be filed till September with Govt of India, we would request the department to kindly consider turnover from consulting/ professional services to the Government for FY's 2016-17, 2017-18 and 2018-19.</p> <p>OR</p> <p>In case a partner of the firm could self - certify the listed criteria, we shall be happy to provide a partner signed declaration certificate as per the current criteria.</p>	Refer to Corrigendum
70	57-58	Section E, Technical Evaluation Criteria, Clause 3	Section 3	See tables in original	<p>We hereby request the department to kindly clarify whether we are required to provide 155 CV's as per the listed table on Pg. No. 57-58 of the RfP or 56 CV's (Total No. of resources on bidder's roll) as mentioned on Pg. No. 45 – 52 of the RfP</p> <p>A total of 15 positions have been mentioned on Pg. No. 45 – 52.</p> <p>Request the department to kindly clarify on the total number of CVs to be provided as a part of the bid.</p>	Please refer the corrigendum
71	45-52	Section C, Educational Qualifications and Experience, Tier 1	Section 3	See tables in original	<p>We hereby request the department to kindly clarify whether we are required to provide 155 CV's as per the listed table on Pg. No. 57-58 of the RfP or 56 CV's (Total No. of resources on bidder's roll) as mentioned on Pg. No. 45 – 52 of the RfP</p> <p>A total of 15 positions have been mentioned on Pg. No. 45 – 52.</p>	This clause require bidders to submit certifications in the prescribed formats (Annexure N)

					Request the department to kindly clarify on the total number of CVs to be provided as a part of the bid.	
72	2	Data Sheet (Timelines)	Section 1	S.no 2 Query submission & S. No 3 Clarification release	As per page no. 2 important timelines, the last date for submitting queries is mentioned as 10th July, and Clarification release is on 11th July 2020, however this point seems to be in conflict with the Section 1 Table A Request for Proposal Data Sheet wherein it is mentioned that the Timeline for seeking clarifications before the bid submission date 5 days before last date of submission of bid, please clarify.	In case it is required after issue of clarification or corrigendum or addendum, Invest India may issue further clarification if required for ease of bidders.
73	9, 10	Section 1 Table A Request for Proposal Data Sheet	Section 1	Timelines for Submission of bid	The timelines for the issue of bid (8th July 2020) till financial opening (23rd July 2020) is 14 days. As per generally followed procedure for such large proposals, minimum 3 weeks of time is required for bid submission from the date of issuance of "pre-proposal" clarifications by the client We therefore request for extension of bid submission date by two Weeks.	No Change.
74	17	Clause 2.6 Conflicting assignments	Section 2	Neither Bidder (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may conflict with another assignment of the Bidder.	What will be the mechanism to decided that in a particular user ministry wherein consultant is already hired to support PDC, any prospective opportunity and its nature conflicts with the work for which consultant is already hired to support PDC.	The intent of this clause is to ensure that the empanelled bidder does not advise any other third-party client in respect of the same assignment for which it is rendering services to Invest India/User Ministry Department. Further if the bidder is already advising or having an ongoing engagement with the third party client which is in conflict with assignment given by PDC than it will be bidders responsibility to disclose upfront about the nature of conflict of assignment to respective PDC.

75	20	2.11, Eligibility Criteria S. No 1	Section 2	The Bidder should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP	This clause is highly restrictive and make bidders ineligible to be for this project. The amendments suggested is as under: The Bidder should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi/NCR for the last 3 (three) years as on date of publication of this RFP	Please refer the corrigendum
76	19	2.10.2	Section 2	The empanelment of Bidders will be under 2 (two) tiers, wherein the scope of work for Tier-I will be focused more towards supporting PDCs, while that for Tier-II will be towards strategy. A Bidder shall apply for empanelment under only 1 (one) of the 2 (two) tiers	There is no mention of Scope of work explicitly for each of the two Tiers. The indicative scope of work mentioned at page no. 89 seems generic and is not distinct for each Tier. It is suggested that an indicative scope of work may be separately mentioned for each Tier.	Please refer the corrigendum
77	20	2.11, Eligibility Criteria, S. No 2	Section 2	The annual turnover of Bidder should be a minimum of INR 100 crores (Indian Rupees One Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20).	The Audited financial Statements for last financial year are not completed due to Covid -19 situation therefore it is requested to consider last 3 (three) financial years as (FY 2016-17, FY 2017-18, FY 2018-19).	Refer to Corrigendum
78	21	2.11, Eligibility Criteria, S. No	Section 2	The Bidder should have minimum number of resources on their rolls as per qualification & experience in domain area etc. as defined in Annexure-C: "EDUCATIONAL QUALIFICATION & EXPERIENCE".	As per Annexure C (EDUCATIONAL QUALIFICATIONS AND EXPERIENCE) across each position there is mention of Number of Resources for each position on Bidder's Roll. We understand that a total no. is 53 such resource across 14 positions (excluding research Analysis & Documentation support) for tier 1 must be proposed. It means a total of 14 separate sheets of Annexure N : Employee Details needs to be filled for tier -1. Please confirm the understanding.	Please refer corrigendum
79	24	Clause 2.12.3 Amendment of RFP Documents	Section 2	Bidders may request for clarifications on any of the RFP documents up to 5 (five) days before the bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to Invest India's address indicated	As per generally followed procedure for such large proposals, minimum 3 weeks of time is required for bid submission from the date of issuance of "pre-proposal" clarifications by the client	No change

				in this RFP. Invest India reserves the right to issue clarifications.		
80	27	Clause 2.12.8 Bid Opening	Section 2	The bids of Bidders whose authorized representatives do not attend any of the bid opening sessions shall be deemed non-responsive and rejected.	This is clause is highly stringent, there may be unforeseen technical issues in joining through video conferencing or any other audio-visual mode, that shall not lead to non-responsiveness and rejection.	Refer to corrigendum.
81	29	Clause 2.12.14 Technical Evaluation (h)	Section 2	Bidders securing 75% (seventy-five percent) and above marks will only be considered technically qualified.	We suggest addition of following clause: "If technically qualified bidders are less than three, to ensure better competition at the financial bid stage, the Selection Committee may use its discretion to relax the minimum qualifying percentage to 60% so as to qualify at least three bidders"	No change
82	57	Technical Evaluation Criteria Tier-1 Distribution of Marks, S. No -3	Section 3	Evaluation of personnel proposed to be deployed on PDC projects (see table in original)	The total No of resource required on Bidders role is 155 and CVS requirement asks for sample CV against each of the category with indicated experience. Please confirm No. of CV that will be considered for evaluation for each position including that of sector expert and Domain professionals.	Please refer the corrigendum
83	58	Technical Evaluation Criteria Tier-1 Distribution of Marks, S. No -3	Section 3	Understanding of scope, approach & methodology - Conceptuality Clarity & Understanding of Assignment (5 Marks) - Approach & Methodology (5 Marks) - Case study of similar type of engagement as anticipated in the scope of work of this proposal undertaken by the applicant. - Each case study 10 marks each; Advisory value of INR 3 crore each	The Case study of similar type of engagement as anticipated in the scope of work of this proposal may not have been undertaken by the applicant in totality. This type of empanelment seems first of its kind. The scope of work mentioned under this proposal may not be part of any one engagement rather combination of engagements Therefore, it is requested that similar type of engagement may be explicitly defined.	No change

84	58	Technical Evaluation Criteria Tier-1 Distribution of Marks, S. No -3	Section 3	Understanding of scope, approach & methodology	<p>There is no submission format for Understanding of scope, approach & methodology.</p> <p>While at Page no 60 below the table distribution of marks for tier II it is mentioned that the “Technical presentation on the Bidder’s understanding of the ecosystem and assignments (Max. Marks – 40)”</p> <p>Please clarify that Understanding of scope, approach & methodology will be part of technical presentation only.</p>	Yes. Understanding of scope, approach and methodology will be a part of technical presentations.
85	66	TEC form 2 point 12.	Section 3	Detail for Evaluation of Personnel proposed to be deployed on PDC Projects	<p>It seems there is an anomaly in between formats in Technical and Financial for the position of Partner. We understand this is position of Project leader, please confirm.</p>	The clause is self-explanatory
86	-	General		CV/Profiles to be submitted as part of proposal	<p>Appreciate if you can bring more clarity in the No of Profiles/CVS to be provided as a part of the entire proposal as we find three different instances at three different places in RfP.</p>	Please refer corrigendum.
87	56	Annexure E. TECHNICAL EVALUATION CRITERIA	Section 3	Identify & resolve regulatory hurdles Identify & resolve policy issues Identify monetary and non-monetary incentives required	<p>We will not be giving regulatory advice; instead we will provide a fact-base alongside the options that Invest India/ User Ministry/ Department may consider to inform their decision on public policy/regulations</p>	This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder
88	39	2.18.4 (a) Force Majeure	Section2	For purposes of this Clause, “Force Majeure” means an event beyond the control of the.....	<p>In case of a force majeure, we need to send a notification duly certified by local ‘chambers of commerce’. If there is a force majeure, such certification etc. is a very difficult ask and practically may not possible. Request to kindly delete the requirement.</p>	This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering a contract with the empanelled bidder.
89	NA	NA	NA	NA	<p>Will the bidder we have a choice with which Ministry’s PDC that we get empaneled with?</p>	Empanelment to be done by Invest India for all PDCs, Ministries to have flexibility to choose among the empanelled firms in Tier 1 and Tier 2.

90	20	2.11.1 (A) (2)	Important Timelines	<p>Tier 1 – Support Consultant</p> <p>“The annual turnover of Bidder should be a minimum of INR 100 crores (Indian Rupees One Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20). The turnover quoted must be from consultancy/professional work (excluding revenue from audit and taxation) undertaken by the Bidder in India.”</p>	<p>Annual turnover required is written as “Indian Rupees one crore” in words; whereas it is written as “INR 100 crores” in figure.</p> <p>This needs rectification please.</p> <p>Therefore, the clause may suitably be amended as:</p> <p>“The annual turnover of Bidder should be a minimum of INR 100 crores (Indian Rupees One Hundred Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20). The turnover quoted must be from consultancy/professional work (excluding revenue from audit and taxation) undertaken by the Bidder in India.”</p>	Refer to Corrigendum
91	31	2.12.16 (d)	Section 2	<p>Panel Formation</p> <p>“A panel of upto 5 (five) Bidders will be formed by giving successive opportunity to ‘T1’ ‘T2’, ‘T3’ Bidders to match the lowest unit rates for each of the Position Category finalized as above. If only one Bidder agrees to match the L1 rates, there shall be only one vendor on panel.”</p> <p>Signing of Contract</p> <p>“Invest India will have a panel of up to 5 (five) Bidders each for Tier-I and Tier-II category for providing the Services during the period of empanelment, which will be initially for 3 (three) years from the date of execution of the Contract.</p>	<p>Since the entire consultancy has been divided into two tiers already, it is requested that a panel of upto 4 (four) Bidders may be formed in Tier I.</p> <p>Therefore, the clause may suitably be amended as:</p> <p>“A panel of upto 4 (four) Bidders will be formed by giving successive opportunity to ‘T1’ ‘T2’, ‘T3’.... Bidders to match the lowest unit rates for each of the Position Category finalized as above. If only one Bidder agrees to match the L1 rates, there shall be only one vendor on panel.”</p> <p>Therefore, the clause may suitably be amended as:</p> <p>“Invest India will have a panel of up to 4 (four) Bidders each for Tier-I and Tier-II category for providing the Services during the period of empanelment, which will be initially for 3 (three) years from the date of execution of the Contract. Depending on the project requirements, Invest India may extend the period of empanelment for additional 1 (one) +1(one) year by mutual consent of</p>	No change

				Depending on the project requirements, Invest India may extend the period of empanelment for additional 1 (one) +1(one) year by mutual consent of the Parties in accordance with the terms of the Contract.”	the Parties in accordance with the terms of the Contract.”	
92	20	2.11	Section 2	Eligibility Criterion (Entire)	Usually, in all empanelment, no consortiums/ JVs are allowed. This results in unnecessary possibilities of conflict. Moreover, the entire pre-qualification and technical evaluation will need to be clarified in regard to which member of the consortium/ JV should have how much experience and financial and team strengths. It is, therefore, requested that assignment undertaken by consortiums/ joint ventures may not be considered. Therefore, the clause may suitably be amended as: “No consortiums/ JVs are allowed to participate in this RFP.”	No change, please refer the corrigendum.
93	65	3 (G) (11)	Section 3	Job details “Sector Name” in table	It is requested that “Sector Name” in table should be renamed as “Sector Name/ Areas of work”	Refer to Corrigendum
94	66	3 (G) (12)	Section 3	“Detail for evaluation of personnel proposed to be deployed on PDC projects”	It is requested that detailed CVs for only 1 position/ staff mentioned on Page 45-52 for Tier 1 – Support Consultant, while for other employees, details should be solicited as per format shared in Section 3 (N) on Page 87. Also, if CVs of 150 employees is accommodated, the file size of Technical Bid will be large and there are chances of file bouncing back while sharing on email.	Please refer the corrigendum

95	76	3 (J)	Section 3	Case III – Selection by Ministry using QCBS	<p>It is requested that Section 3 (J) Case III shall be removed as the Ministry going for engagement of consultants through QCBS evaluation may not restrict the RFP to empanelled consultants and may invite all bidders for a competitive selection. Further, the whole purpose of empanelment and fixing price gets defeated if the ministries invite for prices again.</p> <p>Moreover, sub-clause (b) of Case – III is already covered under Case – II (Deliverable based assignment).</p> <p>Therefore, QCBS may only be restricted to assignments under Tier II, and not applicable to Tier I.</p>	Refer to Corrigendum
96	75	3 (J)	Section 3	<p>“Case I: Upon award of Contract, the project execution model would be broadly as follows:...”</p> <p>Case -II: Deliverable based assignment</p>	<p>It is requested to insert a Clause that no ministry can negotiate/ go below empanelled price. Otherwise, if the user ministry/ dept starts negotiating on the price, the empanelment loses significance. Moreover, some bidders may try to undercut, which will impact the quality.</p>	No change
97	NA	NA	NA	Scope of Work	<p>It is requested that ‘Scope of Work’ of Tier II – Strategy Consulting should be detailed</p>	Refer to Corrigendum
98	76	3 (J)	Section 3	<p>Case III – Selection by Ministry using QCBS</p> <p>Since Invest India has done the prequalification, User Ministry/Department can follow preparation of Terms of Reference (TOR) indicating nature/scope of work, supporting documents, duration, place of deployment, milestones, deliverables, selection criteria etc. for deliverable based consulting</p>	<p>It is requested that Section 3 (J) Case III shall be removed as the Ministry going for engagement of consultants through QCBS evaluation may not restrict the RFP to empanelled consultants and may invite all bidders for a competitive selection. Further, the whole purpose of empanelment and fixing price gets defeated if the ministries invite for prices again.</p> <p>Moreover, sub-clause (b) of Case – III is already covered under Case – II (Deliverable based assignment).</p> <p>Therefore, QCBS may only be restricted to assignments under Tier II, and not applicable to Tier I.</p>	Refer to Corrigendum

				<p>assignment from empanelled Bidders.</p> <p>b. They can define the requirement of resources as per their requirement and may ask for lumpsum rate for deliverable based methods.</p> <p>c. Using QCBS method they can select the consultant required for the project from the empanelled Bidders</p>		
99	75	3 (J)	Section 3	<p>“Case I: Upon award of Contract, the project execution model would be broadly as follows:...”</p> <p>a. Preparation of Terms of Reference (TOR) indicating nature of work, duration, resources required, place of deployment, reporting officer, deliverables and technical evaluation matrix for hiring the Services of consultants from empanelled Bidders.</p> <p>b. Constitution of Project Review Committee (PRC) and/ or other such committees by User Ministry/ Department.</p> <p>c. Approval of TOR by User Ministry/ Department.</p> <p>d. Circulation of resource requirement/ TOR to all empanelled Bidders by concerned User Ministry/ Department.</p> <p>e. Selection of resources from empanelled Bidders by PRC through in accordance with the technical evaluation only (no price bid or</p>	<p>It is requested to insert a Clause that no ministry can negotiate/go below empanelled price. Otherwise, if the user ministry/dept starts negotiating on the price, the empanelment loses significance. Moreover, some bidders may try to undercut, which will impact the quality.</p>	No change

				<p>negotiations), as per the matrix defined by the User Ministry/ Department. f. The Bidder shall provide CV of resources as per requirement of User Ministries/Departments, and the User Ministries/Departments may interview resources in accordance with their requirement and as per matrix pre-defined by User Ministry/ Department. g. Intimation to empanelled Bidder(s) about the selected resource, kind of resource, date of joining and duration by Ministry/ Department. h. Issuance of work order by Ministry/ Department to the empanelled Bidders. i. Deployment of resources by empanelled Bidders either at the designated Sites or from its respective offices as defined by Ministry/ Department. j. The resources to be deployed will be interviewed by the respective User Ministry/Department and upon confirmation/approval of concerned User Ministry/Department only the resources will be deployed. k. Raising of monthly/quarterly or as agreed between the User Ministry/Department and empanelled Bidder bills along with the Progress Reports shall be submitted by empanelled Bidder to User Ministry/ Department for release of payment as per work order.</p>		
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			<p>I. Project closure on its completion by Ministry/ Department.</p> <p>Case -II: Deliverable based assignment</p> <p>a. Communication for initiating the project from User Ministry/Department.</p> <p>b. Preparation of Terms of Reference (TOR) indicating nature/scope of work, supporting documents, duration, place of deployment, milestones, deliverables, selection criteria etc. for deliverable based consulting assignment from empanelled Bidders.</p> <p>c. Constitution of Project Review Committee (PRC) and/or other such committees by Ministry/Department.</p> <p>RFP No. INV/IND/PDC-RE-1001</p> <p>Page 76 of 95</p> <p>d. Approval of TOR by User Ministry/Department.</p> <p>e. Circulation of TOR along with supporting documents to empanelled Bidders by Invest India.</p> <p>f. Selection of Bidder and cost as</p>		
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				<p>per selection criteria defined in TOR by PRC.</p> <p>g. Approval of Committee meeting minutes by User Ministry/Department.</p> <p>h. Order Placement by User Ministry/ Department to empanelled Bidder.</p> <p>i. Deployment of resources, if required, at designated places, finalisation of</p> <p>Milestone Performance Report (MPR) indicating milestones, deliverables,</p> <p>key performance indicators, quality parameters for deliverables etc.</p> <p>j. Project execution by empanelled Bidder under the guidance of PRC.</p> <p>k. MPR submission by Reporting Officer to bidder at the end of each milestone</p> <p>basedon PRC review.</p> <p>l. Raising invoices as per the term of Contract/work order.</p> <p>m. Sign-off by Ministry/Department</p> <p>n. Project Closure on its completion by User Ministry/Department.</p>		
100	2	Important Timelines	Important Timelines	Clarification release – 11th July; Bid submission – 20th July	We request that two weeks be provided from the date of clarification release – this is in line with the practice followed at all other Ministries	No change

101	21&22	Eligibility criteria, 2.11.1 B (Tier 2 strategy consulting)	Section 2	<p>The Bidder should be registered in India under the Companies Act 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP. The Bidder should have physical offices in more than 30 (thirty) countries with permanent staff including group company offices or branch offices in India or outside of India with access to their knowledge networks. The Bidders must submit power of attorney issued by branch office authorizing the signatory of the bid to act on behalf of the bidders (all the offices must be part of same entity)</p>	<p>We are the India branch office of our UK based parent organization and have been operational in India for close to 20 years. We have had engagements with several large Indian PSUs/ govt. agencies – Indian Railways, Ministry of Roads Transport and Highways, IOCL, HPCL, NTPC – with extensive experience in organizational transformation/ design.</p> <p>Under the current eligibility clause, Invest India requires an Indian incorporated firm, which restricts our participation.</p> <p>In multiple similar procurements across PSUs/ govt. agencies, we have not seen requirement of any domestic incorporated entity. Considering our relevant experience, we request for an opportunity to participate in the current procurement.</p> <p>For the same, we request that the clause be modified to read as-</p> <p>“The Bidder should be registered in India under the Companies Act 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008, or a body incorporated under the applicable laws of its origin with their registered office in India and having office in Delhi / NCR for the last 3 (three) years as on date of publication of this RFP.</p> <p>We want to clarify that while as a bidder we are registered in India, we have access to the global firm through our holding company under which all registered units rest.</p> <p>We will be not be authorized to provide a PoA in the</p>	Refer to Corrigendum
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					<p>format desired. However, we will be able to provide a letter of comfort validating the same, i.e., our India branch office is authorized to act on behalf of the global firm and bring the best of the firm (both network and expertise) as desired by the assignment. May we request that we be allowed to submit a letter of comfort instead of a PoA.</p> <p>To conclude, we will be authorized to provide the following:</p> <ol style="list-style-type: none"> 1. A PoA authorizing the signatory of the bid to act on behalf of the bidding entity (India branch office) 2. Letter of comfort from the holding company validating that our India branch office is authorized to act on behalf of the global firm <p>May we request you to please allow the above.</p>	
102	21&22	Eligibility criteria, 2.11.1 B (Tier 2 strategy consulting),	Section 2	<p>The annual turnover of the Bidder should be a minimum of INR 200 crores (Indian Rupees Two Hundred Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, 2019-20). The turnover quoted must be from strategic consultancy/ professional work (excluding revenue from audit and taxation)</p>	<p>May we request that this clause be amended to the following:</p> <p>The annual turnover of the Bidder should be a minimum of INR 150 crores (Indian Rupees One Hundred Fifty Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, 2019-20). The turnover quoted must be from strategic consultancy/ professional work (excluding revenue from audit and taxation)</p>	Please refer corrigendum
103	59	E. Technical Evaluation Criteria (Tier 2)	Section 3	<p>The Bidder will be scored on experience on the number of projects undertaken in India or outside India in each of the following sector in</p>	<p>Please confirm that we are allowed to provide our experiences outside India (many of which may have been executed by other legal entities under our overall global holding company,</p>	The clause is self-explanatory

				the last 5 years of project value greater than 5 Crores.	not necessarily by the Indian branch office – which is the bidding entity)	
104	59	E. Technical Evaluation Criteria (Tier 2)	Section 3	Annual Turnover from consultancy business in FY 19-20 in India (excluding revenue from IT, audit, taxation and other financial services 200 Cr – 5 marks 400 Cr – 7 marks 600 Cr – 10 marks	Once the firm has been qualified above a certain size and having a global network to deliver the engagements, we believe that the qualification needed from the firm is achieved. Revenue based scoring subsequently creates artificial gaps between firms. We would request that this criterion be removed altogether and the marks adjusted in other criteria.	No change
105	59	E. Technical Evaluation Criteria (Tier 2)	Section 3	The Bidder will be scored on experience on the number of projects undertaken in India or outside India in each of the following sector in the last 5 years of project value greater than 5 Crores. 10 Projects – 10 Marks 20 Project – 20 Marks 30 Projects – 30 Marks	May we request that the criteria be amended to the following: The Bidder will be scored on experience on the number of projects undertaken in India or outside India in each of the following sector in the last 5 years of project value greater than 3 Crores. 10 Projects – 10 Marks 15 Project – 20 Marks 20 Projects – 30 Marks	No change
106	59	E. Technical Evaluation Criteria (Tier 2)	Section 3	Case study of similar type of engagement as anticipated in the scope of work of this proposal undertaken by the Bidder in India or outside India	Please confirm that we are allowed to provide the three required case studies outside India (many of which may have been executed by other legal entities under our overall global holding company, not necessarily by the Indian branch office – which is the bidding entity)	Clause is self-explanatory
107	45	C. Educational Qualifications and Experience	Section 3	Experience for technical evaluation	May we request that apart from central and state governments, experience of working with PSUs should also be considered (for	central and state governments shall also includes its department and PSU or entity created under this.

					Project Leader and Project Manager)	
108	2&9	1 (A) Request for Proposal Data Sheet	Important Timelines & Section 1	<p>On Page 2</p> <p>(2) Important Timelines: Query submission</p> <p>On Page 9</p> <p>(8) Timeline for seeking clarifications before the bid submission date: 5 days before last date of submission of bid.</p>	<p>Timeline for seeking clarification as per the Proposal Data Sheet on page 9 is 5 days before bid submission, whereas important timelines on page 2 state that the queries can be submitted by 10th July only.</p> <p>With the current bid due date as 20th July 2020, we understand that we can seek clarifications (if any) till 14th July 2020. Request you to please confirm our understanding.</p>	In case it is required after issue of clarification or corrigendum or addendum, Invest India may issue further clarification if required for ease of bidders.
109	2&10	1 (A) Request for Proposal Data Sheet	Important Timelines & Section 1	<p>On Page 2</p> <p>(7) Technical Presentation and declaration of technically qualified Bidders</p> <p>On Page 10</p> <p>(16) Declaration of technically qualified Bidders: 22nd July 2020</p> <p>[No date given for making this technical presentation]</p>	<p>Important timelines on page 2 specifies technical presentation for purposes of declaration of technically qualified firms whereas the Data sheet on page 10 doesn't specify it.</p> <p>Please clarify whether the presentation would be required or not.</p>	Please refer page no2 SL.No 7 tentative date for technical presentation is 22 nd July 2020, time slot for each bidder will be notified along with the declaration of name of prequalified bidder.
110	2&10	1 (A) Request for Proposal Data Sheet	Important Timelines & Section 1	<p>On Page 2</p> <p>(4) Clarification release: 11th July</p> <p>(5) Bid Submission: 20th July</p> <p>On Page 9</p> <p>(8) Timeline for seeking clarifications before the bid submission date: 5 days before last date of submission of bid.</p>	<p>We would request for a time of at least 2-3 weeks from the date of issue of clarifications for purposes of bid submission. This will ensure adequate time for preparation of the bid in line with the clarifications issued which may have an impact on the bid preparation.</p>	No change

111	13	2.1.6	Section 2	Invest India now invites applications from reputed consulting organizations/ entities for empanelment to support the PDCs in achieving its objectives and in undertaking the activities set out in the RFP.	<p>“Invest India now invites applications from reputed consulting organizations/ entities for empanelment</p> <p>We request clarity on:-</p> <ul style="list-style-type: none"> ü Whether Joint Ventures / Consortiums are allowed to submit their proposal? ü Are we allowed to include sub-contractors in our Proposal? <p>Would the experiences of sub-contractors be included in the overall experiences of the Bidder?</p>	No sub-contracting allowed, please refer corrigendum.
112	14&30	2.1.11 & 2.12.15 (f&g)	Section 2	<p>2.1.11 Invest India reserves the right to disqualify those bids where the quoted rates are extremely low and are materially deviating from prevalent market trend.</p> <p>2.12.15</p> <p>f. For any of the Position Categories, bids, quoting zero or incredibly low rates compared to the industry prevalent rates, will be rejected and EMD shall be forfeited.</p> <p>g. Bidders quoting less than 30% (thirty percent) of the average Gross Total Value (GTV) quotes will be disqualified, other Bidders will be considered for opening of Detailed Financial Bid and further evaluation. The average bid price is computed by adding GTVs of ALL the technically qualified Bidders and dividing the same by the number of technically qualified Bidders.</p>	<p>Reading these clauses together, we understand that the disqualification on account of low quoted / materially deviating rates will be restricted to cases where the bid is 30% lower than average GTV. Further, the case of forfeiture of EMD will also be applicable for this case only. Please confirm.</p>	Please refer corrigendum

113	17&18	2.5 & 2.6	Section 2	<p>2.5 Conflicting activities</p> <p>A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Bidder hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.</p> <p>2.6 Conflicting assignments</p> <p>Neither Bidder (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder. As an example, a Bidder hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Bidder assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall</p>	<p>We understand that the current bid is for purposes of empanelment with Invest India, based on which respective Ministries / Departments of Gol may seek support of empaneled consultants for the particular tier.</p> <p>We understand that empaneled consultants will have the right to evaluate potential conflicts while deciding whether to pursue any subsequent individual opportunity under this empanelment. Further, the act of empanelment itself will not be construed as potential grounds for conflict of interest when it comes to participating in downstream projects / initiatives, unless the empaneled firm is offering specific advice to Invest India / Government on the specific project in question. Please confirm our understanding.</p>	<p>Yes it is confirmed that the empanelled consultants will have the right to evaluate potential conflicts while deciding whether to pursue any subsequent individual opportunity under this empanelment. Further, the act of empanelment itself will not be construed as potential grounds for conflict of interest when it comes to participating in downstream projects / initiatives, unless the empanelled firm is offering specific advice to Invest India / Government on the specific project in question.</p>
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				not be hired for the assignment in question.		
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114	18	2.6	Section 2	<p>2.6 Conflicting assignments</p> <p>Neither Bidder (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder. As an example, a Bidder hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and Bidder assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets.</p> <p>Similarly, Bidders hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.</p>	<p>It is mentioned: "Neither Bidder (including their personnel and sub-consultants) nor any of their affiliates....."</p> <p>We would request it to be changed as "Bidders personnel working on the particular assignment and the sub-consultants working on the particular assignment shall not be hired for any assignment that, by its nature, which may be in conflict with another assignment of the Bidder....."</p>	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>
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115	19	2.7	Section 2	<p>2.7</p> <p>Conflicting relationships</p> <p>The Bidder (including its personnel) that has a business or family relationship with a member of Invest India’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Invest India throughout the selection process and execution</p> <p>of the Contract. Bidders have an obligation to disclose any situation of actual or potential</p> <p>conflict that impacts their capacity to serve the best interest of Invest India, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the</p> <p>termination of its Contract</p>	<p>It is mentioned: “The Bidder (including its personnel) that has a business or family relationship with a member of Invest India’s staff who is directly....”</p> <p>We would request it to be changed as “No Bidder personnel can be proposed for a particular engagement if she / he has a family relationship (i.e. spouse, parent, children or sibling) with a member of Invest India’s staff who is directly.....”</p> <p>Further, we request that this clause should be applicable only in cases Invest India is appointing the empaneled consultants. In case the appointment is done by the Government Ministries / agencies, this clause shall not be applicable.</p>	<p>These clauses will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU’s have accepted similar requests.</p>
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116	19	2.7	Section 2	<p>2.7</p> <p>Conflicting relationships</p> <p>The Bidder (including its personnel) that has a business or family relationship with a member of Invest India’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Invest India throughout the selection process and execution</p> <p>of the Contract. Bidders have an obligation to disclose any situation of actual or potential</p> <p>conflict that impacts their capacity to serve the best interest of Invest India, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its Contract</p>	<p>It is mentioned: “Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Invest India, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its Contract.”</p> <p>We request the above to be changed to “Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Invest India in an objective manner. Provided that nothing herein shall oblige the Bidders to disclose any information in relation to which Bidders owe an obligation of confidentiality to other parties. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its Contract”</p>	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU’s have accepted similar requests.</p>
117	19	2.10.2	Section 2	<p>2.10.2</p> <p>The empanelment of Bidders will be under 2 (two) tiers, wherein the scope of work for Tier-I will be focused more towards supporting PDCs,</p> <p>while that for Tier-II will be towards strategy. A Bidder shall apply for empanelment under only 1 (one) of the 2 (two) tiers.</p>	<p>It is mentioned that the Bidder can apply for empanelment only 1 (one) of the two (2) tiers.</p> <p>We would request that the Bidders should be allowed to bid for both the Tiers (as separate proposals) and in case the bidder is submitting its proposal for both the Tiers and in whichever Tier it gets higher technical marks, it can be empaneled in that Tier (provided its financial quote is acceptable to Invest India).</p>	<p>No change</p>

118	20	2.11.1.A & B Point 1	Section 2	<p>2.11.1.A Point 1</p> <p>The Bidder should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP.</p> <p>2.11.1. B Point 1</p> <p>The Bidder should be registered in India under the Companies Act 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP. The Bidder should have physical offices in more than 30 (thirty) countries with permanent staff including group company offices or branch offices in India or outside of India with access to their</p>	<p>It is mentioned: "The Bidder should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP."</p> <p>We would request for office requirement to include National Capital Region (NCR) and not be restricted to Delhi.</p>	Delhi shall be read here as Delhi NCR
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				<p>knowledge</p> <p>networks. The Bidders must submit</p> <p>power of attorney issued by branch</p> <p>office authorizing the signatory of the</p> <p>bid to act on behalf of the bidders (all</p> <p>the offices must be part of same entity)</p>		
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119	20	2.11.1.A & B Point 1	Section 2	<p>2.11.1.A Point 1</p> <p>The Bidder should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP.</p> <p>2.11.1. B Point 1</p> <p>The Bidder should be registered in India under the Companies Act 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP. The Bidder should have physical offices in more than 30 (thirty) countries with permanent staff including group company offices or branch offices in India or outside of India with access to their</p>	<p>It is mentioned: "The turnover quoted must be from consultancy/professional work (excluding revenue from audit and taxation) undertaken by the Bidder in India."</p> <p>One of the key roles for PDCs is to identify incentives for investors, which would also need to address taxation related aspects. Also, for Ease of Doing Business (EoDB) purposes, streamlining of tax and incentive administration systems may be an important component. Given the same, we would request for exclusion to be restricted to audit services only as taxation-related aspects could be a key part of the engagement.</p>	No change
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				knowledge networks. The Bidders must submit power of attorney issued by branch office authorizing the signatory of the bid to act on behalf of the bidders (all the offices must be part of same entity)		
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120	20 & 22	2.11.1.A and B Point 2 and 3 respectively	Section 2	<p>2.11.1.A (2)</p> <p>The annual turnover of Bidder should be a minimum of INR 100 crores (Indian Rupees One Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, FY 2019-20). The turnover quoted must be from consultancy/professional work (excluding revenue from audit and taxation) undertaken by the Bidder in India.</p> <p>2.11.1.B (3)</p> <p>The annual turnover of the Bidder should be a minimum of INR 200 crores (Indian Rupees Two Hundred Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, 2019-20). The turnover quoted must be from strategic consultancy/ professional work (excluding revenue from audit and taxation)</p>	<p>“The annual turnover of the Bidder should be a minimum ofcrores (Indian Rupees Crore only) in each of the last 3 (three) financial years (FY 2017-18, FY 2018-19, 2019-20).....”</p> <p>There are provisions related to submission of Audited financial statements for the above mentioned three years. Our financial statements for FY 2019-20 have not been finalized and we request you to please consider the three years before FY 2019-20 for the purpose of evaluation.</p>	Refer to Corrigendum
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121	21	2.11.1.A Point 5	Section 2	<p>2.11.1.A Point 5</p> <p>The Bidder must have successfully handled 1 large scale program (of a basic contract value of at least INR 5 crore (Indian Rupees Five Crore only)) covering Program Management Unit / Technical Support Unit / Knowledge Partnership services for any Government Agencies in last 5 (five) years in India.</p>	<p>Please clarify our understanding that the proposed program could have started at any point in time but must have concluded in the last 5 years. Further, we presume that programs supported by multilateral agencies (like World Bank, ADB, DFID) where the beneficiary was a Government agency would also be eligible. Please confirm.</p> <p>Further, we would also request you to consider reducing the value threshold for such program from INR 5 crore to INR 3 crore. For all cases, we request that engagements delivered in collaboration / consortium with other parties should also be considered for purposes of evaluation.</p>	No Change
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122	21 & 22	2.11.1.B Point 1 and 5	Section 2	<p>2.11.1.B (1)</p> <p>The Bidder should be registered in India under the Companies Act 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in Delhi for the last 3 (three) years as on date of publication of this RFP. The Bidder should have physical offices in more than 30 (thirty) countries with permanent staff including group company offices or branch offices in India or outside of India with access to their knowledge networks. The Bidders must submit power of attorney issued by branch office authorizing the signatory of the bid to act on behalf of the bidders (all the offices must be part of same entity)</p> <p>2.11.1.B (5)</p> <p>All the global resources including domain area experts of the Bidder should be available for this engagement without any additional costs.</p>	<p>On 2.11.1.B (1)</p> <p>There are different legal structures adopted by professional firms across the world and the current formulation requiring physical offices by the Bidder may be restrictive and not aligned with the legal requirement of firm registration in India. Hence, we propose the same be re-worded as: “The Bidder should be registered in India under the Companies Act 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India and having office in National Capital Region for the last 3 (three) years as on date of publication of this RFP. The Bidder should have physical offices in more than 30 (thirty) countries with permanent staff including i) group company offices or branch offices or ii) member network firms, in India or outside of India with access to their knowledge networks.”</p> <p>On 2.11.1.B (5)</p> <p>As highlighted above, different professional services firms are structured differently in terms of legal entities. Further, the fee rates / commercials differ from country to country. Since the current RFP is for bidding by an Indian entity with commercials / fee rates which are applicable to India, we would request that the proposed staffing be limited to professionals from the Indian entity. If required, the Authorised Signatory can provide a declaration committing to involvement of professional expertise from outside the country subject to applicable fee rates.</p>	No change
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				For this, the Bidder must provide (i) Letter of Comfort for sharing the global resources, (ii) Proof of Arrangement (e.g. shareholding pattern) along with the bid.		
123	22	2.11.1.B Point 4	Section 2	<p>2.11.1.B Point 4</p> <p>The bidder should have completed at least 1 (one) large investment project of project value > \$1 Mn / ₹INR 7 crore (Indian Rupees Seven Crore only) with INR 500 crore (Indian Rupees Five Hundred Crore only) investment with public sector entities, government authorities, ministries or private industry departments in India or outside India in the last 5 years.</p>	<p>We presume that “private industry departments” should be read as “private industry”. Please confirm. Given the focus on investment grounding as part of the scope of work, we appreciate the need for investment advisory experience with private sector. For all cases, we request that engagements delivered in collaboration / consortium with other parties be considered for purposes of evaluation.</p>	Refer to Corrigendum

124	22	2.11.1.B Point 4	Section 2	<p>2.11.1.B Point 4</p> <p>The bidder should have completed at least 1 (one) large investment project of project value > \$1 Mn / ₹INR 7 crore (Indian Rupees Seven Crore only) with INR 500 crore (Indian Rupees Five Hundred Crore only) investment with public sector entities, government authorities, ministries or private industry departments in India or outside India in the last 5 years.</p>	<p>The supporting document requirement mentions “Self-certification from Managing Director or equivalent authorized signatory”</p> <p>We understand that equivalent authorized signatory means the signatory authorized by the Bidder to execute and submit the Proposal. Please confirm.</p>	<p>equivalent authorized signatory means the signatory legally authorized to act sign or certify on behalf of the entity/bidder.</p>
125	25	2.12.5 (a)2	Section 2	<p>2.12.5 (a) 2</p> <p>(Earnest Money Deposit)</p> <p>a. Amount of Earnest Money Deposit</p> <p>1. The Bidders shall furnish a DD/ bankers cheque/ bank guarantee of an amount of INR 20,00,000/- (Indian Rupees Twenty Lakh only) for Tier- I Bidders and INR 50,00,000/- (Indian Rupees Fifty Lakh only) for Tier -II Bidders, towards EMD.</p> <p>2. EMD must be submitted (valid for a period of 180 (one hundred and eighty) days from the last day of bid submission) of any scheduled nationalized/ commercial bank drawn in favour of “Invest India”, payable at New Delhi.</p> <p>3. The EMD of all the unsuccessful Bidders shall be returned without interest after declaration of the empanelment.</p> <p>4. In the absence of a proper EMD, a bid will be rejected</p>	<p>As per RBI guidelines, a DD or Bankers Cheque cannot have a validity of more than 90 days. We therefore understand that in case a Bidder submits a DD / Bankers cheque, clause 2.12.5 (a) 2 shall not be applicable. Please confirm our understanding.</p>	<p>Yes, however the bidder shall be required to revalidate the DD from its bank or submit a fresh DD before its expiry of 90 days.</p>

				<p>straightway.</p> <p>5. The empanelled Bidder's EMD will be discharged only after the execution of the Contract papers with the empanelled Bidder.</p> <p>b. Forfeiture of Earnest Money Deposit/Security Deposit</p> <p>The Earnest Money Deposit can be forfeited if a Bidder:</p> <ol style="list-style-type: none"> 1. Withdraws its bid during the period of bid validity; 2. Does not accept the correction of errors; 3. In case of the empanelled Bidder, if such empanelled Bidder fails to execute the Contract within the stipulated time; 4. If a Bidder fails to furnish the Bank Guarantee as required to be furnished at the time of signing the Contract. 		
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126	25	2.12.5	Section 2	<p>2.12.5 (Earnest Money Deposit)</p> <p>a. Amount of Earnest Money Deposit</p> <p>1. The Bidders shall furnish a DD/ bankers cheque/ bank guarantee of an amount of INR 20,00,000/- (Indian Rupees Twenty Lakh only) for Tier- I Bidders and INR 50,00,000/- (Indian Rupees Fifty Lakh only) for Tier -II Bidders, towards EMD.</p> <p>2. EMD must be submitted (valid for a period of 180 (one hundred and eighty) days from the last day of bid submission) of any scheduled nationalized/ commercial bank drawn in favour of“ Invest India”, payable at New Delhi.</p> <p>3. The EMD of all the unsuccessful Bidders shall be returned without interest after declaration of the empanelment.</p> <p>4. In the absence of a proper EMD, a bid will be rejected straightway.</p> <p>5. The empanelled Bidder’s EMD will be discharged only after the execution of the Contract papers with the empanelled Bidder.</p> <p>b. Forfeiture of Earnest Money</p>	<p>We would request permission to pay EMD amount through net banking transfer as an additional option given the COVID situation.</p>	<p>Refer to Corrigendum</p>
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				<p>Deposit/Security Deposit</p> <p>The Earnest Money Deposit can be forfeited if a Bidder:</p> <ol style="list-style-type: none"> 1. Withdraws its bid during the period of bid validity; 2. Does not accept the correction of errors; 3. In case of the empanelled Bidder, if such empanelled Bidder fails to execute the Contract within the stipulated time; 4. If a Bidder fails to furnish the Bank Guarantee as required to be furnished at the time of signing the Contract. 		
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127	25	2.12.5 (a) 3	Section 2	<p>2.12.5 (a) 3 (Earnest Money Deposit)</p> <p>a. Amount of Earnest Money Deposit</p> <p>1. The Bidders shall furnish a DD/ bankers cheque/ bank guarantee of an amount of INR 20,00,000/- (Indian Rupees Twenty Lakh only) for Tier- I Bidders and INR 50,00,000/- (Indian Rupees Fifty Lakh only) for Tier -II Bidders, towards EMD.</p> <p>2. EMD must be submitted (valid for a period of 180 (one hundred and eighty) days from the last day of bid submission) of any scheduled nationalized/ commercial bank drawn in favour of "Invest India", payable at New Delhi.</p> <p>3. The EMD of all the unsuccessful Bidders shall be returned without interest after declaration of the empanelment.</p> <p>4. In the absence of a proper EMD, a bid will be rejected straightway.</p> <p>5. The empanelled Bidder's EMD will be discharged only after the execution of the Contract papers with the empanelled Bidder.</p> <p>b. Forfeiture of Earnest Money Deposit/Security Deposit</p> <p>The Earnest Money Deposit can be forfeited if a Bidder:</p> <p>1. Withdraws its bid during the</p>	<p>We request to please prescribe a timeline for the return of the EMD and therefor suggest that the clause be amended to "The EMD of all the unsuccessful Bidders shall be returned without interest within 15 days after declaration of the empanelment"</p>	<p>"The EMD of all the unsuccessful Bidders shall be returned without interest within 15 days after declaration of the empanelment on request of the bidders received by Invest India in writing "</p>
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				<p>period of bid validity;</p> <p>2. Does not accept the correction of errors;</p> <p>3. In case of the empanelled Bidder, if such empanelled Bidder fails to execute the Contract within the stipulated time;</p> <p>4. If a Bidder fails to furnish the Bank Guarantee as required to be furnished at the time of signing the Contract.</p>		
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128	34& 35	2.15.2 Point 6 & 2.16.4	Section 2	<p>2.15.2 Point 6</p> <p>For long duration projects the payments will be activity based while for short duration projects (less than 3 months) payments will be released on project completion</p> <p>&</p> <p>2.16.4</p> <p>Payments will be released on a man-month mode basis as per the empanelled Bidder's proposal, submitted as per Annexure J/K: "PROPOSED CONSULTANTS FOR PROJECT DEVELOPMENT CELL", approved by the competent authority.</p>	<p>On 2.15.2 (6)</p> <p>Please clarify that for short duration projects, payments may be linked to interim milestones / deliverables rather than a single payment at the engagement completion.</p> <p>On 2.16.4</p> <p>We request you to please clarify which clause would be applicable for the purpose of payments.</p>	<p>Payment clauses may be agreed upon between the Invest India/Ministry/ user department and the Empanelled Consultants while entering into contract</p>
129	35	2.16.6	Section 2	<p>2.16.6</p> <p>Each work order will be considered a project and TA/DA should not exceed 10 (ten percent) of the work order value</p>	<p>We would request for the cap of TA/DA as a percent of the work order to be removed or capped at a higher level as per specific project requirements – it can be linked to actual expenses with prior permission of the Ministry / agency to ensure control. This will also ensure that in cases where the TA/DA cap is breached, based on visits approved by the Ministry / agency, the consultants are adequately compensated.</p>	<p>No change in the clause</p> <p>However This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>

130	35	2.17	Section 2	<p>2.17</p> <p>Penalty</p> <p>Project delays on account of the empanelled Bidder or due to deployment</p> <p>of persons who are not carrying the skills / experience / expertise of the</p> <p>level they are reasonably expected to have, on the basis of the scope</p> <p>description set out in the Annexures to this RFP will attract a penalty of 1%</p> <p>(one percent) per week of the total project value upto 6 (six) weeks.</p> <p>Thereafter, work order will be treated as cancelled and cancellation charges</p> <p>of 10% (ten percent) of work order value will be levied. In addition, PBG</p> <p>will be forfeited by the concerned User Ministry/Department as the case</p> <p>may be and the concerned User Ministry/Department shall be entitled to</p> <p>get the job done from an alternate source at the risk and cost of the</p> <p>defaulting empanelled Bidder who may also be blacklisted</p>	<p>Please clarify whether the 1% penalty per week (upto 6 weeks) shall be considered as part of the cancellation charges of 10% in case the project is cancelled.</p> <p>We understand that the total project value / fee of the bidder refers to the work order value. Please confirm.</p>	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>
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131	36	2.18.1 d	Section 2	<p>2.18.1 (d)</p> <p>The empaneled Bidder shall be responsible for any damage to equipment, property and third-party liabilities caused by acts on part of its deployed manpower at the premises of respective User Ministries/ Departments. All equipment shall be used only for the purpose of carrying out legitimate business of client organization and shall not be put into any other use</p>	<p>On 2.18.1 (d)</p> <p>We request the above be changed to “The empaneled Bidder shall be responsible for any damage to equipment, and property caused by acts on part of its deployed manpower at the premises of respective User Ministries/ Departments. All equipment shall be used only for the purpose of carrying out legitimate business of client organization and shall not be put into any other use”.</p>	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU’s have accepted similar requests.</p>
132	36	2.18.1 g	Section 2	<p>2.18.1 (g)</p> <p>The empanelled Bidder will not and shall ensure that none of the consultants deployed by it shall be entitled to make any claim, whatsoever, against Invest India under or by virtue of or arising out of this RFP or the Contract nor will Invest India entertain or consider any such claim post empanelment.</p>	<p>This clause is too broad based and we would request for its deletion.</p>	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU’s have accepted similar requests.</p>

133	37	2.18.2	Section 2	<p>Any and all information, works of authorship, inventions, discoveries,</p> <p>improvements, methods, processes, formulas, techniques, technology,</p> <p>know-how, ideas, copyrights, source code, designs, architecture diagrams,</p> <p>licenses reports, presentations, and materials forming a part of or relating</p> <p>to this RFP, and all intellectual property and proprietary rights pertaining</p> <p>to the aforesaid (excluding any third party intellectually property rights)</p> <p>and anything (a) that is conceived, discovered, developed or otherwise</p> <p>made by the empanelled Bidder/its consultants, solely or in collaboration</p> <p>with others, in the course of performing the assignment pursuant to the</p> <p>award of the Contract under this RFP; or (b) that reflects or contains Invest</p> <p>India's or any User Ministry/Department's confidential information; or (c)</p> <p>that forms all or part of a deliverable to be provided by the empanelled</p>	<p>We suggest the following language for this clause</p> <p>“On payment of all of Bidder's fees in connection with this Contract, the Invest India / PDC/ Ministries shall obtain the right to use within its internal business, subject to the other provisions of this Contract, any deliverables or work product for the purpose for which the deliverables or work product were supplied. Bidder retains all rights in the deliverables and work product, and in any software, materials, know-how and/or methodologies that Bidder may use or develop in connection with this Contract. Bidder shall maintain confidentiality of Invest India's Confidential Information. For sake of clarity, Invest India shall continue to retain all rights in the Confidential Information provided by Invest India.”</p>	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>
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				<p>Bidder/its consultants, whether developed as part of the assignment or</p> <p>separately (“Work Product”), will be the sole property of Invest India or</p> <p>the User Ministry/Department, as applicable and Invest India or the User</p> <p>Ministry/Department shall have all the rights, title and interests in respect</p> <p>of the same, in accordance with the terms of the Contract. In no event can</p> <p>the empanelled Bidder/its consultants claim its control or any rights, title or</p> <p>interest over any Work Product.</p>		
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134	38	2.18.3 d (d)	Section 2	<p>2.18.3 d (d)</p> <p>If the empaneled Bidder, in either of the above circumstances, does not take remedial steps within a period of 30 (thirty) days after receipt of the default notice from Invest India or any of the concerned User Ministry/ Department (or takes longer period in spite of what Invest India or the concerned User Ministry/ Department may authorize in writing), Invest India or the concerned User Ministry/ Department may terminate the Contract / work order in whole or in part. In addition to above, Invest India or the concerned User Ministry/ Department may at its discretion may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other empaneled Bidder and the defaulting Bidder shall be liable to compensate Invest India or the concerned User Ministry/Department for any extra expenditure involved towards support service to complete the scope of work.</p>	<p>We would request the clause to be amended to the following: "If the empaneled Bidder, in either of the above circumstances, does not take remedial steps within a period of 30 (thirty) days after receipt of the default notice from Invest India or any of the concerned User Ministry/ Department (or takes longer period in spite of what Invest India or the concerned User Ministry/ Department may authorize in writing), Invest India or the concerned User Ministry/ Department may terminate the Contract / work order in whole or in part. In addition to above, Invest India or the concerned User Ministry/Department may at its discretion may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other empaneled Bidder.</p> <p>Further, we would request for a corresponding right to terminate the contract for any breach by the Client as part of 2.18.3.</p>	<p>This clause will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where GoI or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>
135	45-55	Annexure C (Tier I and II)	Section 3		<p>We would request for the experience evaluation for all team members to consider any engagements eligible for evaluation as those undertaken in the last 5 (five) financial years (and not be limited to last 3 financial year).</p>	<p>Refer to Corrigendum</p>

136	46-52	Annexure C (pt no. 3 – 15 for Tier I)	Section 3		We would request for the experience evaluation for select sector and domain experts to be broad-based to include consulting engagements with private sector as well, and not be restricted to Central / State Governments only. This is in line with proposed objective of the engagement to attract private sector investments into each of the sectors. The positions proposed include all the Sector Experts and the following Domain Experts (Digital Promotion, Investment Tracking, Start-up / Entrepreneurship, Investment Financing, Investment Promotion)	Refer the corrigendum
137	46&54	Annexure C (pt. no. 3 for Tier I and II)	Section 3		Please clarify the expertise required for the sector expert related to Commerce and Industry sector – will it be mapped to requirement of Ministry of Commerce and Industry?	yes
138	58	Annexure E (pt no. 3 for Tier I)	Section 3		It is mentioned: “Please share the sample CV against each of the category with indicated experience”. Can you please clarify whether this implies submission of 18 CVs for Tier 1 in line with the sectors specified on pages 46-47 or would a single CV as a sample be sufficient for any of the sectors.	Refer corrigendum
139	58	Annexure E (pt no. 4 for Tier I)	Section 3		It is mentioned: “Number of consultancy jobs of fee more than INR 5 crore undertaken (initiated, undertaken or completed) for the Government (central, state governments or associated agencies/ authorities in India or Global/Multilateral) in last 3 (three) years in Investment Promotion, Trade/Investment Facilitation Expert, Ease of Doing Business, Economic Development or Project Identification/ Attracting Private Sector investment Appraisal/ Facilitation/ improving Trade competitiveness. Project extensions can be considered as separate jobs.” We would request that the experience evaluation should consider eligible engagements undertaken in the last 5 (five) years (and not be limited to last 3 years) and with a fee of more than INR 1 crore (and	Refer corrigendum

					not INR 5 crore). Further, experience in private sector advisory services for investment grounding in India should be considered for purposes of evaluation in addition to projects undertaken for public sector / Government / multilaterals. For all cases, we request that engagements delivered in collaboration / consortium with other parties should also be considered for purpose of evaluation.	
140	58	Annexure E (pt no. 5 for Tier I)	Section 3	Annexure E (pt no. 5 for Tier I) Understanding of scope, approach & methodology - Conceptuality Clarity & Understanding of Assignment (5 Marks) - Approach & Methodology (5 Marks) - Case study of similar type of engagement as anticipated in the scope of work of this proposal undertaken by the applicant. - Each case study 10 marks each; Advisory value of INR 3 crore each.	It is mentioned:” Each case study 10 marks each; Advisory value of INR 3 crore each” We would request that the value threshold for case studies may be removed since the nature of work and impact would be more important than the fees per se. Additionally, the size of engagements delivered is already included elsewhere in the evaluation framework.	No change
141	59	Annexure E (pt no. 1 for Tier II)	Section 3	Annexure E (pt no. 1 for Tier II) Annual Turnover from consultancy business in FY 19-20 in India (excluding revenue from IT, audit, taxation and other financial services Ø 200 crore ----- 5 Marks Ø 400 Crore ----- 7 Marks	It is mentioned: “Annual Turnover from consultancy business in FY 19-20 in India (excluding revenue from IT, audit, taxation and other financial services)”. We envisage that Tier 2 i.e. strategy related services would need to address issues around policy / regulations, streamlining of tax / levies / incentive administration systems, global value chains, economic development, financial & project structuring etc. which fall under IT, taxation and	No change

				<p>∅ 600 crore -----10 Marks</p>	<p>other financial / advisory services. We would therefore propose that the clause be suitably reworded to exclude revenues from only audit-related services, with revenues from other businesses being considered.</p>	
142	59	Annexure E (pt no. 2 for Tier II)	Section 3	<p>Annexure E (pt no. 2 for Tier II)</p> <p>Detailed project experience description of a global or Indian assignment in infrastructure sector focusing on designing regulatory framework or designing /Setting up & building of SPV/ Setting up of SEZ piloting a new PPP model for large programme. Consultancy fees for the assignment should not be less than 5 crores</p> <p>- Benchmarking conducted of different regulatory framework/models/PPP models in the sector.</p> <p>- Key challenges/objective of client and how the new model addressed the issue</p> <p>- Role played by the consultant - degree of involvement in designing the regulatory framework /new PPP model.</p>	<p>It is mentioned: "Detailed project experience description of a global or Indian assignment in infrastructure sector focusing on designing regulatory framework or designing /Setting up & building of SPV/ Setting up of SEZ piloting a new PPP model for large programme. Consultancy fees for the assignment should not be less than 5 crores"</p> <p>We would request for the engagement value thresholds to be reduced to INR 1 crore. Further, the scope of infrastructure sector should cover transport infrastructure, logistics parks, supply chain related infrastructure. For all cases, we request that engagements delivered in collaboration / consortium with other parties should be considered for purposes of evaluation.</p>	No change

143	59	Annexure E (pt no. 3 for Tier II)	Section 3	<p>Annexure E (pt no. 3 for Tier II)</p> <p>Sector Experience in India</p> <p>The Bidder will be scored on experience on the number of projects undertaken in India or outside India in each of the following sector in the last 5 years of project value greater than 5 Crores.</p> <ul style="list-style-type: none"> - Infrastructure, discrete and process manufacturing - Petrochemical, Oil & Gas and Pharma - Electronic, IT, Telecom - Auto, Defence, Aviation - Consumer goods, Food processing, Textile - Travel, Transport, Logistic and Tourism <p>(Minimum 2 in each of the sectors)</p> <p>10 Projects – 10 Marks 20 Project – 20 Marks 30 Projects – 30 Marks</p>	<p>It is mentioned: “The Bidder will be scored on experience on the number of projects undertaken in India or outside India in each of the following sector in the last 5 years of project value greater than 5 Crores”</p> <p>We would request the eligible engagements to be limited to those within India for each of the sectors and eligible engagement value thresholds capped to INR 1 crore. Further we understand the eligible engagements could be for private sector as well, with request for 30 marks to be allocated for 15 eligible projects. For all cases, we request that engagements delivered in collaboration / consortium with other parties should also be considered for purpose of evaluation.</p>	No change
144	59	Annexure E (pt no. 4 for Tier II)	Section 3	<p>Annexure E (pt no. 4 for Tier II)</p> <p>Team Members – Relevant experience, skills & competencies and qualifications</p> <p>Agency to submit 2 CV each against the proposed team and experts. Over 75% of all global partners (or Vice Presidents) are strategy consulting partners. Audit, technology services, risk management, market research or KPO services are not counted as strategy consulting</p>	<p>It is mentioned: “Agency to submit 2 CV each against proposed team and experts”.</p> <p>Can you please clarify whether this implies submission of 2 CVs for each of the key positions – Project Leader, Project Manager, Sector Experts and Consultants as listed on pages 52-54. Further, can you also clarify whether this involves submission of 42 CVs for Tier II in line with the sectors specified on pages 53-54 or would any 2 CVs as a sample be sufficient for any of the sectors.</p>	Refer corrigendum

145	59	Annexure E (pt no. 4 for Tier II)	Section 3	<p>Annexure E (pt no. 4 for Tier II)</p> <p>Team Members – Relevant experience, skills & competencies and qualifications</p> <p>Agency to submit 2 CV each against the proposed team and experts. Over 75% of all global partners (or Vice Presidents) are strategy consulting partners. Audit, technology services, risk management, market research or KPO services are not counted as strategy consulting</p>	<p>It is mentioned: “Over 75% of all global partners (or Vice Presidents) are strategy consulting partners. Audit, technology services, risk management, market research or KPO services are not counted as strategy consulting”</p> <p>We understand that the Bidder shall be a legal entity registered in India for at least 3 years and therefore request you to modify the clause suitably to restrict it to the bidding entity.</p> <p>Further, we request you to replace Vice Presidents with “Partner equivalents” since each organization would have a different hierarchical nomenclature.</p> <p>As indicated earlier, we envisage that Tier 2 i.e. strategy related services would need to address issues around policy / regulations, streamlining of tax / levies / incentive administration systems, financial & project structuring etc. which fall under taxation and other financial services / advisory. Hence the definition of “strategy consulting” may please be clarified.</p>	<p>The clause is self-explanatory; no further changes; VP to be replaced with “partner equivalents”</p>
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146	60	Annexure E (pt no. 5 for Tier II)	Section 3	<p>Annexure E (pt no. 5 for Tier II)</p> <p>Understanding of scope, Approach & Methodology (10)</p> <ul style="list-style-type: none"> - Case study of similar type of engagement as anticipated in the scope of work of this proposal undertaken by the Bidder in India or outside India. (30 Marks) - Investible project creation and grounding of same - Competitive landscape analysis of Sector in terms of investment attractiveness - Identification of key bottlenecks for investment in other areas and solutions to overcome those in mediam /long term - Identifying strategies interest for sector for boosting in house capabilities in manufacturing/services and strategy to target relevant investment thereof <p>Case study will carry 10 marks each, advisory fees should be of INR 5 crore or more value</p>	<p>It is mentioned: "Case will carry 10 marks each; Advisory fees should be of INR 5 crore or more value"</p> <p>We would request that the value threshold for each case study be removed since the engagement / assignment value is being considered elsewhere in the evaluation framework. We would request that the case be assessed not in terms of value but in terms of actual scope of work delivered and impact achieved.</p>	No change
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147	61	Annexure F (pt no. 8)	Section 3	<p>Annexure F (pt no.8)</p> <p>It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with and accept that any misrepresentation contained in it may lead to our disqualification from the bid. We</p> <p>have gone through all the conditions of the RFP and are liable to any punitive action for furnishing false information/documents.</p>	<p>We would suggest the clause be changed as follows: “To the best of our knowledge and belief, it is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with and accept that any misrepresentation contained in it may lead to our disqualification from the bid. We have gone through all the conditions of the RFP and are liable to any punitive action for furnishing false information/documents.”</p>	Refer to Corrigendum
148	70	Annexure H	Section 3	<p>Annexure H</p> <p>Small Team (2-3 Consultants (3 Expert of 12 years of</p>	<p>What is the difference in the small and medium team for purposes of financial quote for Tier II – given both need resources with 12 years of experience and the man-month rate is not expected to be different. Further, given the nature of Tier 2 services, we would recommend two categories of resources (1) having 15+ years of experience and (2) with 12-15 years of relevant experience.</p> <p>Further, in the event global resources are required, in line with query no. 15, we would request for an additional rate category for global resources given the rate differential across countries.</p>	Refer to Corrigendum

149	89-92	Annexure P	Section 3	<p>Annexure P</p> <p>Scope of Work for Empanelled Bidders</p> <p>1. In-depth analysis of to identify and prioritize investment opportunities and projects in line with strategic objectives of various departments</p> <p>1.1 Support in identifying large marquee projects in innovation driven sectors. The projects need to be marketable and need to have strong demand within the investor community.</p> <p>1.2 Create a comprehensive framework to prioritize the long list of projects on parameters like investment potential, expected employment, ecosystem benefits and other strategic priorities</p> <p>1.3 Review pipeline of existing and upcoming projects to identify suitable projects (prioritized as per select parameters) to be implemented on fast track mode.</p> <p>1.4 Undertake global benchmarking for each prioritized project to bring out learnings / global best practices that can improve</p>	<p>The section provides for the scope of work for the empaneled bidders in detail. However, it does not provide a clear differentiation between the scope of work for Tier I and Tier II Bidders.</p> <p>While Clause 2.10.2 mentions that “ Tier-I will be focused more towards supporting PDCs, while that for Tier-II will be towards strategy.....” the entire scope mentioned in the Scope of Work on page 89 can be included in Supporting PDC’s and it can also be deemed as Strategy support to PDCs.</p> <p>We therefore request you to clearly specify the difference in scope of work between Tier I and Tier II bidders in terms of the nature of technical support, agencies to be supported etc.</p>	Refer to Corrigendum
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				<p>chances of success.</p> <p>1.5 Create comprehensive framework for analysing various parameters of an investable project and identifying projects which may be considered as 'Marquee Projects'.</p> <p>1.6 Create monetization strategy to suggest models that will ensure that maximum value realization / investments can be secured by the Government.</p> <p>1.7 Identification of 'Low hanging Fruits' across centre and state which can be targeted on a priority</p>		
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150	NA	NA	NA	NA	<p>We suggest adding these clauses after 2.18.5</p> <p>“1. Invest India agrees that the Bidder shall not be liable for any losses or damages arising from or in relation to this Agreement, for an aggregate amount in excess of the fees paid by Invest India to the Bidder under this Contract.</p> <p>2. Invest India shall indemnify and hold harmless the Bidder, other Bidder entities, subcontractors for all losses, claims, expenses, damages, liabilities arising in connection with any third party claim in relation to or pursuant to the Contract or the services, except to the extent finally judicially determined to have resulted primarily from the fraud of the Bidder, other Bidder entities, subcontractors.</p> <p>3. Invest India shall not disclose to any third party the advice, opinions, reports or other work product of the Bidder provided hereunder without the prior express written consent of the Bidder.</p> <p>4. The Bidder may terminate this contract by a written notice to Invest India if the Bidder determines that a law, regulation or anything having a similar import, or a circumstance (including cases where your ownership or constitution has changed), makes the Bidder's performance of the contract impermissible or in conflict with independence or professional rules applicable to the Bidder. Upon termination, Invest India agrees to pay the Bidder for all services performed up to the effective date of termination.</p>	<p>These clauses will be considered/appropriately addressed after award of contract to the empanelled bidder and at the time of entering into a contract with the empanelled bidder. However, the empanelled bidder shall be required to share precedents where Gol or its departments, undertakings, enterprises or PSU's have accepted similar requests.</p>