



INVEST INDIA

CORRIGENDUM 5

FOR

REQUEST FOR PROPOSAL

AMENDMENTS IN THE RFP

&

ANSWERS TO QUERIES

Selection of Agency for

Consulting Services to support development and implementation of an action plan for

Startup India

Dated: **07 May 2019**

Invest India

Room No. 225, 1st Floor Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi

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Sr No.	Existing Clause	Replaced Clause
1	<p>Clause 2.27.1</p> <p>(a) The bidder should have a minimum average annual turnover of INR 100 Crores from management consulting services in India during the last three (3) financial years i.e. 2015-16, 2016-17 and 2017-18 <u>excluding</u> revenue from audit, taxation, transaction advisory, IT services, systems integration projects.</p>	<p>Clause 2.27.1</p> <p>(a) The bidder should have a minimum average annual turnover of INR 100 Crores from management consulting services in India during the last three (3) financial years i.e. 2015-16, 2016-17 and 2017-18 <u>excluding</u> revenue from audit and taxation projects.</p>
2	<p>2.29 Data Sheet – Point 17</p> <p>(i) Relevant Experience</p> <p>A1: Startup experience (15 Marks): The bidder should have experience of designing and executing initiatives to promote startups/innovations on behalf of Govts, PSUs, Corporates & other Non-govt bodies in different countries around the world. The bidder shall be scored on the number of assignments/ projects:</p> <ul style="list-style-type: none"> • 1 to 3: 3 marks • 4 to 6: 6 marks • 7 to 9: 9 marks • 10 to 12: 12marks • 13 assignment or more: 15 Marks 	<p>2.29 Data Sheet – Point 17</p> <p>(i) Relevant Experience</p> <p>Addition:</p> <p>Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.</p>

Sr No.	Existing Clause	Replaced Clause
3	<p>2.29 Data Sheet</p> <p>(i) Relevant Experience</p> <p>A2: Large-scale PMU experience (15 Marks): The bidder shall be scored on experience on the number of relevant projects undertaken in providing services to Indian Public Sector organizations/ministries/departments/enterprises/undertakings, on large-scale programs covering strategy, governance, policy formulation and Programme management in the last 5 years of project value greater than INR 5 Cr (Five crore rupees) excluding revenues from audit, taxation, transaction advisory, IT services, systems integration projects:</p> <ul style="list-style-type: none"> • 1-4 assignment - 5 Marks • 5-9 assignment – 10 Marks • 10-12 assignments – 12 marks • More than 12 assignments -15 Marks 	<p>2.29 Data Sheet</p> <p>(i) Relevant Experience</p> <p>Addition: Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.</p>
4	<p>Clause 6.2.11.2</p> <p>The amount of liquidated damages for delay by Agency under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Contract.</p> <p>Clause 6.2.11.3</p> <p>The liquidated damages for delay by Agency shall be applicable under following circumstances: (a). If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 1%</p>	<p>Clause 6.2.11.2</p> <p>The amount of liquidated damages for delay by Agency under this Contract shall not exceed 5 % (Five Percent) of the total value of the Contract.</p> <p>Clause 6.2.11.3</p> <p>The liquidated damages for delay by Agency shall be applicable under following circumstances: (a). If the deliverables are not submitted as per</p>

Sr No.	Existing Clause	Replaced Clause
	(One Percent) of the proportional cost of the services related to that deliverable for delay of each week or part thereof.	schedule, the Agency shall be liable to pay 0.5% (Point Five Percent) of the proportional cost of the services related to that deliverable for delay of each week or part thereof.
5	<p>2.8 Earnest Money Deposit (EMD) Clause 2.8.1</p> <p>The Bidders must submit an Earnest Money deposit of INR 10,00,000 in the form of a bank draft along with a Technical proposal.</p>	<p>2.8 Earnest Money Deposit (EMD) Clause 2.8.1</p> <p>The Bidders must submit an Earnest Money deposit of INR 10,00,000 in the form of a bank draft or Bank Guarantee in the name of Invest India along with the Technical proposal.</p>
6	<p>Clause 2.1.1</p> <p>The quote should be in Indian Rupees and should be inclusive of all taxes as applicable. The Financial Proposal shall be prepared using the attached Standard Form (Section 4).</p>	<p>Clause 2.1.1</p> <p>The quote should be in Indian Rupees and should be <u>exclusive</u> of all taxes as applicable. The Financial Proposal shall be prepared using the attached Standard Form (Section 4).</p>
7	<p>Clause 2.21.3</p> <p>The hardcopies and CD (or pen drive) shall be put in the envelope which shall be sealed and super scribed “Pre-Qualification Proposal – Consulting Services to support development and implementation of an action plan for Startup India Hub- Invest India”. This envelope and CD (or pen drive) should not contain the financial bid, in either explicit or implicit form, in</p>	<p>Clause 2.21.3</p> <p>The hardcopies and pen drive shall be put in the envelope which shall be sealed and super scribed “Pre-Qualification Proposal – Consulting Services to support development and implementation of an action plan for Startup India Hub- Invest India”. This envelope and pen drive should not contain the financial bid, in either explicit or implicit form, in which case the bid will be rejected.</p>

Sr No.	Existing Clause	Replaced Clause
8	<p>Clause 6.2.11.1</p> <p>The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.</p> <p>Clause 6.2.11.2</p> <p>The amount of liquidated damages for delay by Agency under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Contract.</p> <p>Clause 6.2.11.3</p> <p>The liquidated damages for delay by Agency shall be applicable under following circumstances:</p> <p>(a). If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 1% (One Percent) of the proportional cost of the services related to that deliverable for delay of each week or part thereof.</p> <p>(b). If the deliverables are not acceptable to Invest India as mentioned in Clause 6.2.6.3 (e), and defects are not rectified to the satisfaction of Invest India within 30 (Thirty) days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 1% (One Percent) of proportional cost of the services</p>	<p>Clause 6.2.11.1</p> <p>The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.</p> <p>Clause 6.2.11.2</p> <p>The amount of liquidated damages for delay by Agency under this Contract shall not exceed 5% (Five Percent) of the total value of the Contract.</p> <p>Clause 6.2.11.3</p> <p>The liquidated damages for delay by Agency shall be applicable under following circumstances:</p> <p>(a). If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 0.5% (Point Five Percent) of the proportional cost of the services related to that deliverable for delay of each week or part thereof.</p> <p>(b). If the deliverables are not acceptable to Invest India as mentioned in Clause 6.2.6.3 (e), and defects are not rectified to the satisfaction of Invest India within 30 (Thirty) days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to</p>

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	<p>related to that deliverable for every week or part thereof for the delay.</p> <p>(c). Notwithstanding anything mentioned above, the Agency shall not be made liable for any delay due to non-availability of timely approval, timely review and timely escalation by Invest India or its state level counterparts or any stake holders not directly attributable to the Agency.</p>	<p>0.5% (Point Five Percent) of proportional cost of the services related to that deliverable for every week or part thereof for the delay.</p> <p>(c). Notwithstanding anything mentioned above, the Agency shall not be made liable for any delay due to non-availability of timely approval, timely review and timely escalation by Invest India or its state level counterparts or any stake holders not directly attributable to the Agency.</p>
9	<p>Clause 2.27.1</p> <p>(a) The bidder should have a minimum average annual turnover of INR 100 Crores from management consulting services in India during the last three (3) financial years i.e. 2015-16, 2016-17 and 2017-18 excluding revenue from audit, taxation, transaction advisory, IT services, systems integration projects.</p>	<p>Clause 2.27.1</p> <p>(a) The bidder should have a minimum average annual turnover of INR 100 Crores from management consulting services in India during the last three (3) financial years i.e. 2015-16, 2016-17 and 2017-18 excluding revenue from audit and taxation projects.</p>
10	<p>Clause 2.30</p> <p>b. Attach the audited account sheet/ P&L Sheet for last three financial years</p>	<p>Clause 2.30</p> <p>b. Attach the audited account sheet/ P&L Sheet for last three financial years. The certificate from Statutory Auditor certifying the requisite turnover in the last three financial years shall also be accepted.</p>

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11	<p>Clause 6.2.11.2</p> <p>The amount of liquidated damages for delay by Agency under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Contract.</p>	<p>Clause 6.2.11.2</p> <p>Same as mentioned in Point 8 of this Corrigendum.</p>
12	<p>Clause 6.2.11.3</p> <p>If the deliverables are not acceptable to Invest India as mentioned in Clause 6.2.6.3 (e), and defects are not rectified to the satisfaction of Invest India within 30 (Thirty) days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 1% (One Percent) of proportional cost of the services related to that deliverable for every week or part thereof for the delay.</p>	<p>Clause 6.2.11.3</p> <p>Same as mentioned in point 8 of this Corrigendum.</p>
13	<p>Clause 6.2.11.3</p> <p>The liquidated damages for delay by Agency shall be applicable under following circumstances: (a). If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 1% (One Percent) of the proportional cost of the services related to that deliverable for delay of each week or part thereof.</p>	<p>Clause 6.2.11.3</p> <p>Same as mentioned in point 8 of this Corrigendum.</p>
14	<p>Addition:</p> <p>6.2.19 Indemnity Clause</p>	<p>Addition:</p> <p>Clause 6.2.19.1</p> <p>The Agency shall at all times indemnify and keep indemnified Invest India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while</p>

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		<p>providing its services under the Contract. Any copyrights created in this engagement shall rest with Invest India.</p> <p>Clause 6.2.19.2</p> <p>Subject to Clause 6.2.19.3 below, Consultant (the "Indemnifying Party") undertakes to indemnify Invest India (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in</p> <p>performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.</p> <p>Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by</p>

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		<p>(a) Indemnified Party's misuse or modification of the Service;</p> <p>(b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;</p> <p>(c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;</p> <p>(d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or</p> <p>(e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p> <p>Clause 6.2.19.3</p> <p>The indemnities set out in 6.2.19.2 shall be subject to the following conditions:</p> <p>(i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in</p>

Sr No.	Existing Clause	Replaced Clause
		<p>writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;</p> <p>(ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;</p> <p>(iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;</p> <p>(iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;</p> <p>(v) all settlements of claims subject to indemnification under this Clause will:</p> <p>a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an</p>

Sr No.	Existing Clause	Replaced Clause
		<p>unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and</p> <p>b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p> <p>(vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p> <p>(vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p> <p>(viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and</p> <p>(ix) if a Party makes a claim under the indemnity set out under Clause 6.2.19.2 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).</p>

Sr No.	Existing Clause	Replaced Clause
15	<p>6.2.17 Miscellaneous Provisions</p> <p>Point 5</p> <p>The Agency shall at all times indemnify and keep indemnified Invest India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Agency.</p>	<p>6.2.17 Miscellaneous Provisions</p> <p>Point 5</p> <p>The Agency shall at all times indemnify and keep indemnified Invest India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Agency.</p> <p>Any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract.</p>
16	<p>6.2.13 Confidentiality</p>	<p>Addition:</p> <p>Clause 6.2.13.2</p> <p>Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act</p>

Sr No.	Existing Clause	Replaced Clause
17	6.2.13 Confidentiality	<p>Addition:</p> <p>Clause 6.2.13.3</p> <p>Consultant may disclose confidential information: (a) to its employees, directors and officers on a need to know basis, as required for performance of services, provided such employees, directors and officers are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.</p>
18	<p>2.29 Data Sheet</p> <p>Point 17 – (i) Relevant Experience</p> <p>A1: Startup experience (15 Marks): The bidder should have experience of designing and executing initiatives to promote startups/innovations on behalf of Govts, PSUs, Corporates & other Non-govt bodies in different countries around the world.</p> <p>A2: Large-Scale PMU Experience (15 Marks): The bidder shall be scored on experience on the number of relevant projects undertaken in providing services to Indian Public Sector organizations/ministries/departments/enterprises/undertakings, on large-scale programs covering strategy, governance, policy formulation and Programme management in the last 5 years of project value greater than INR 5 Cr (Five crore</p>	<p>Addition:</p> <p>2.29 Data Sheet</p> <p>Point 17 (i) Relevant Experience</p> <p>A certificate with a brief description of the client, the nature of services performed, the duration of the project and a tentative contract value duly self-certified by the managing director of the firm shall be considered under the pre-qualification criteria. However, the details of the projects conducted by the bidder shall be furnished post selection of the bidder.</p>

Sr No.	Existing Clause	Replaced Clause
	<p>rupees) excluding revenues from audit, taxation, transaction advisory, IT services, systems integration projects</p>	
19	<p>Addition:</p> <p>6.2.19 Limitation of Liability</p>	<p>Addition:</p> <p>Clause 6.2.19.1</p> <p>In no event will either Party be liable to the other Party for any special, exemplary, incidental, or consequential damages, or for any direct or indirect loss of data, profits, goodwill, whether arising out of contract, tort (including negligence), strict liability or otherwise, resulting from or related to an engagement (whether or not such party knew of should have known of the possibility of any such damages). Under no circumstances will either Party's aggregate liability to the other for any and all claims (including third party claims) arising from or in connection with or relating to an</p>

Sr No.	Existing Clause	Replaced Clause
		engagement (whether in contract, tort (including negligence), strict liability or otherwise) exceed an amount equal to the fees paid by Invest India to Agency for the applicable services and / or deliverables that gave rise to the claim.
20	<p>2.21 Envelope 1</p> <p>The hardcopies and CD (or pen drive) shall be put in the envelope which shall be sealed and super scribed “Pre-Qualification Proposal – Consulting Services to support development and implementation of an action plan for Startup IndiaHub- Invest India”. This envelope and CD (or pen drive) should not contain the financial bid, in either explicit or implicit form, in</p>	<p>2.21 Envelope 1</p> <p>The hardcopies and CD (or pen drive) shall be put in the envelope which shall be sealed and super scribed “Pre-Qualification and Technical Proposal – Consulting Services to support development and implementation of an action plan for Startup IndiaHub- Invest India”. This envelope and CD (or pen drive) should not contain the financial bid, in either explicit or implicit form, in either explicit or implicit form.</p>

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21	<p>Addition:</p> <p>Section 6.2.3.7</p> <p>Publications, Reports and Documents Prepared by the Agency to be the Property of Invest India</p>	<p>Addition:</p> <p>Section 6.2.3.7</p> <p>Notwithstanding the foregoing, each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work.</p>

Response to Bidders' Queries

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
1	Data Sheet: Clause 3: Pre-Qualification Criteria	Page 27	Clause (3) (d)	<p>(d) Bidders must have successfully handled 2 large- scale programs covering strategy and Governance, Policy formulation /Knowledge Partnership services for Centre/state governments in the last 5 year.</p> <p>Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate</p>	<p>In case of an LLP entity, we request you to consider Partner as the equivalent authorized signatory of the Consulting firm to self-certify if the firm has done assignments based on Nondisclosure Agreements.</p>	<p>Partners or equivalent authorities shall be considered relevant authority to self-certify the work experience of the firms in case of Limited Liability Partnerships.</p>

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
				<p>indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.</p>		
2	2.29 Data Sheet: Clause 10	Page 28	Clause 10 (i)	<p>(i) Without diluting the concept of total responsibility of the Agency awarded the Contract, short listed Agency/entity may associate with other short-listed Agency: Prior approval of Invest India required.</p>	<p>We request you to consider allowing association/consortium at the proposal stage.</p>	<p>It is hereby clarified that associations/consortiums shall not be considered for this request for proposal</p>

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
3	Data Sheet: Clause 17	Page 30	i) Relevant Experience	<p>B1. Qualification & competence of the key members and experts for the assignment</p> <p>a) Team Lead</p> <ul style="list-style-type: none"> • Should have experience with Indian or global public sector organizations / ministries / departments / enterprises / undertakings in strategy or action plan or road map preparation / policy formulation – at least 3 projects of project value >5Cr over the last 5 years • Should have at-least 10 years of relevant professional experience in India and in other leading geographies in projects related to investment planning, strategic investments, capex project management, market entry planning, and growth strategy • CVs will be evaluated for relevance to the project <p>b) Startup expert</p>	<p>For both the positions, we would request in removal of the requirement for specific number of projects with the value thresholds defined (3 projects with value > Rs 5 Cr)</p> <p>For Startup Expert, it is recommended to change the criteria as under:</p> <ul style="list-style-type: none"> • Should have minimum 5 years of professional experience of working for or with startups/ incubation centers / innovation centers/ venture capital funds/startup investment in India and in other leading geographies on projects related to investment planning, strategic investments, project management, market entry planning, and growth strategy – at 	The clause stays same as mentioned in the RFP.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
				<ul style="list-style-type: none"> • Should have minimum 5 years of professional experience of working for startups/ incubation centers / venture capital funds/startup investment in India and in other leading geographies on projects related to investment planning, strategic investments, project management, market entry planning, and growth strategy – at least 3 projects of project value >5Cr over the last 5 years • CVs will be evaluated for relevance to the project 	<p>least 3 projects of project value >5Cr over the last 5 years</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
4	Data Sheet: Clause 17	Page 31	i) Relevant Experience	B1. Qualification & competence of the key members and experts for the assignment	We understand the team members named for evaluation include four resources, viz. 1 Team Lead, 1 Startup Expert and 2 Project Associates. Please clarify whether there would be any counterpart support available from Invest India or can we propose additional resources (at Project Associates level) as part of the proposed teaming. Also, please clarify whether the entire or a part of the proposed team would need to be permanently based out of Invest India office.	The PMU shall work with Invest India for certain projects. The PMU shall be based out of DPIIT/Invest India office, as per the discretion of Invest India.
5	Data Sheet: Clause 17	Page 32	(c)	Approach, Methodology and Technical Presentation	Kindly clarify if there will be scoring for the Technical Presentation	It is hereby clarified that the proposal shall be evaluated and scored basis the technical presentation.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
6	2.10.Technical Proposal	Page 15	2.10.1 (c)	The bidder may suggest their own methodology, work plan over and above the ones detailed in the project report. In RFP?	Please clarify or provide the copy of the “Project Report” as mentioned here.	The Project Report mentioned here refers to the Scope of Work and Deliverables section of the RfP
7	2.13.1 Conflicting Activities	Page 10	2.13.1	Reference to the term “Affiliates” in several sections of the RFP.	It is humbly requested that the term “Affiliates” be referred to as “any Affiliates in India” for the purpose of this RFP.	It is hereby clarified that the term 'Affiliates' shall be referred to as 'any Affiliates in India'.
8	Form Tech 1 A	Page 37		Reference to the word “director”	Please clarify whether the word ‘director’ in this clause and in several sections of the RFP refers to Board of Directors or Directors by designation or both. It is requested that the mention of ‘Managers / Employees’ shall be restricted to Engagement Team only.	It is hereby clarified that the word 'director' refers to both the Board of Directors and Directors by designation. Managers/Employees shall be referred to as the PMU team / the company employees basis the specific clause of the RfP.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
9	2.1.7	Page 18	2.17.1	2.1 Negotiations 2.1.1 Negotiations will be allowed. However, after the bidder is finally selected, the detailed work-plan and sequence of activities will be finalized in consultation with Invest India.	Will this sequencing of activities impact the payment terms as mentioned in the RFP?	The sequencing of activities shall not impact the payment terms mentioned in the RfP.
10	2.21 Envelope 1	Page 21	Bullet 4	The words “Pre-Qualification and Technical Proposal – Consulting Services to support development and implementation of an action plan for Startup India (Not to be opened before 29th March 2019)” shall be written on the hardcopies and CD/Pen drive . CD/pen drive should contain pdf version of the signed Technical Proposal submitted by the Bidder in hard copy.	Since, this section is a sub- section of Technical proposal, the suggested heading could be: “Technical proposal – Consulting Services to support development and implementation of an action plan for Startup India (Not to be opened before 29th March 2019)”.	Please refer to the change in corrigendum
12	2.21 Envelope 1	Page 21	Bullet 4	The Pre-Qualification Proposal shall be prepared “Consulting Services to support	Please clarify, if the consultant is expected to prepare an action plan for “Startup India Program” or “Startup India Hub”?	The PMU is expected to provide deliverables as per the Scope of Work and

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
				development and implementation of an action plan for Startup India Hub”		Deliverables section of the RfP.
13	2.21 Envelope 3	Page 22	2nd Paragraph	This outer envelope shall bear the submission address, reference number (mentioned in Data Sheet) and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, before 29th March 2019	The “Reference Number” is not mentioned in the Data Sheet. Please provide the details.	Invest India’s Reference No: 27/02/2019-SIH/1003, as mentioned on top right corner of the cover page of the RfP
14	2.29 Data Sheet (C) (Page 26) 2.30 Pre-Qualification check-list: (b.) (Page 34)	Page 26 and Page 34	Clause (c) and (b) respectively	(c)The bidder should have a minimum average annual turnover of INR 100 Crores from management consulting services in India during the last three (3) financial years i.e. 2015-16, 2016- 17 and 2017-18. (b)Does your company have an annual revenue of at least INR 100 Crores from management consulting services in India during the last three (3) financial years i.e. 2015-16, 2016-17 and 2017-18	Please clarify if the participating bidder needs to provide “Average Annual Turnover” or “Annual Turnover” for the financial years i.e. 2015-16, 2016-17 and 2017-18.	It is hereby clarified that the Average Annual Turnover shall be considered for pre-qualification.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
15	2.29 Data Sheet	Page 27	(d)	Bidders must have successfully handled 2 large- scale programs covering strategy and Governance, Policy formulation /Knowledge Partnership services for Centre/state governments in the last 5 year.	Please provide the metric used for evaluating “large scale” programs.	The project details mentioned by the bidder mentioning the project value shall be considered while evaluating the 'large scale' programs.
16	2.29 Data Sheet	Page 29	Point 11	Training is a specific component of this assignment	We would like to request if more information could be provided on this.	The shortlisted PMU team shall be trained for their projects by Invest India.
17	2.29 Data Sheet - 17.(i).B1.a	Page 31	Bullet 2	Should have experience with Indian or global public sector organizations / ministries / departments / enterprises / undertakings in strategy or action plan or road map preparation / policy formulation – at least 3 projects of project value >5Cr over the last 5 years	<p>Provided the scope of this engagement is to develop strategic plan for scaling up Startup ecosystem in India, there shall be considerable weightage given to personnel with relevant experience in the Indian Startup ecosystem at Central and State level.</p> <p>Accordingly, we humbly request that the senior most member of the proposed team i.e. Team Lead shall</p>	As mentioned in the RfP

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					<p>include experience of delivering at-least three Startup engagements with similar scope in India.</p> <p>Additionally, higher weightage shall be assigned to Team Lead on the basis of number of national priority projects delivered with similar scope in last 5 years.</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
18	Data Sheet - 17.(i).B1.b	Page 31	Bullet 2	Startup Expert At least 3 projects of project value > 5 Cr over the last 5 years	<p>The experience requirement of Startup expert with overall experience of 5 years is observed to be same as that of Team Lead with overall experience of 10 years. The requirement of at least 3 projects of project value > 5 Cr in last 5 years for a Startup expert is thus restrictive. The requirement will only apply to a limited pool of resources.</p> <p>Startup India Program is fairly new and gradually scaling-up along with States' participation. In light of the limited "Startup- contextualized" large value assignments awarded by Govt. of India and State/UT Govts and to consider large pool of competent candidates.</p> <p>It is appreciated that global experience</p>	As mentioned in the RfP

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					<p>has been included in the experience requirement.</p> <p>However, the scope of this engagement is to develop strategic plan for scaling up Startup ecosystem in India, there shall be considerable weightage given to personnel with relevant experience in the Indian Startup ecosystem at Central and State level.</p> <p>It is humbly requested to reconsider excluding the criteria of project value of > 5 Cr for Startup expert and assessment be made on number of relevant Startup projects supported with similar scope.</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
19	Form Tech 1A	Page 38		We, the undersigned, offer to provide the complete solutions for Consulting Services to support development and implementation of an action plan for Startup India, in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our proposal, which includes this Technical Proposal, and also the Financial Proposal as indicated in clause 10 and 11 of Section 2 sealed under a separate envelope.	We could not locate clause 10 and 11 of Section 2. Please clarify.	Please refer to the sections 2.10 and 2.11 as clause 10 and 11 respectively.
20	Form Tech 1C	Page 41	1.4	Contact Person: Project Leader	Please clarify if the “Project Leader” is the same as proposed Team lead as mentioned in the RFP?	The Project Leader shall be referred as the Team Lead.
21	Form Tech 3: Comments and Suggestions on the understanding	Page 44		Such suggestions should be concise and to the point, and incorporated in your Proposal inter-alia indicating the charges/ amounts for proposed additions/ deletions.	Please elaborate and clarify.	In case the bidder suggests any changes, modifications or improvements to the Terms of Reference, they

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
	of the Terms of Reference On the Terms of Reference (Page 44)					should incorporate the same in their proposal submitted to Invest India with possible financial implications.
22	Form Tech 6	Page 48		Summary of Project Team/ Team Composition Column – ‘Duration of Engagement’	The meaning and relevance of Duration of engagement against each Project Team Member is not clear. Please elaborate.	The duration of engagement refers to the total work experience of the project team member.
23	Form Fin 2	Page 55		Applicable GST (in %) To be reimbursed on actuals	Please clarify if it is GST or OPEs (Out of pocket expenses) that will be reimbursed on actuals.	The GST and Out of Pocket Expenses shall both be reimbursed.
24	Form Fin 2: Lump sum Cost	Page 55		Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. Such break-up of individual costs will, however, not be considered for financial evaluation.	Is the bidder expected to provide the Break-up of costs for each of the items of work listed in the Scope of Work or as per the work plan schedule? Please clarify.	It is hereby clarified that the bidder is expected to submit the break-up of costs for each of the items of work listed in the Scope of Work.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
25	5.1.2 Objectives	Page 57	Bullet 4	Undertake the State Startup ranking exercise in every year by coordinating with States and other relevant ecosystem stakeholders.	<p>One of the objectives of the Startup India project scope is to undertake State Startup ranking exercise every year. However, this objective is not clearly mentioned or highlighted in section 5.2 - Scope of work and Deliverables.</p> <p>Please clarify if the bidder is expected to undertake this exercise as part of the current scope of the project</p>	It is hereby clarified that the bidder is expected to undertake the State Ranking Framework activities every year.
26	5.1.2 Objectives	Page 59	Bullet 4	Undertake the States' Startup ranking exercise in every year by coordinating with States and other relevant ecosystem stakeholders.	<p>Due to additional scope and elaborated set of activities, undertaking States' Startup Ranking exercise will have a direct impact on the proposed projected costs. It is a humble request to re-consider provisioning for more team members. The suggested revised team members could be additional 3 team members.</p>	The state ranking framework shall be conducted by DPIIT with assistance from Invest India and the PMU. The PMU team size stays as mentioned in the RfP

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					4+3=7. personnel or team and	
27	5.2 Scope of Work and Deliverables	Page 59	(f): bullet point 2	Design a system to monitor progress on the above initiatives in achievement of deliverables and targets set for various stakeholders	Is the consultant required to build the framework for monitoring or 'system design (dashboard)' to monitor progress? The system design is a large scope and would require additional resources which will impact work plan and financial cost. Request you to please clarify the scope.	The consultant is not expected to build the dashboard to monitor the progress.
28	5.3 Project Duration	Page 60	5.3	The overall project duration will be for 12 months which can be extended up to a maximum 36 months on the same terms and conditions with a 6% escalation in the commercial fee every 12 months	It is humbly requested that the escalation of 15% be provided in the commercial fee every 12 months. Also, It is our humble request to incorporate the revised clause	The project duration stays as mentioned in the RfP.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					(extension of project up to a maximum of 36 months) in the “Standard Form of Contract”?	
29	6.2.3.7 Publications, Reports and Documents Prepared by the Agency to be the Property of Invest India	Page 75		The Agency may retain a copy of such reports and documents, but shall not use anywhere, without taking permission, in writing, from Invest India and Invest India reserves right to grant or deny any such request.	It is requested that this may please be rephrased to “The Agency may retain a copy of such reports and documents, to evidence the work performed by it”.	The rights stays the same as mentioned in the RfP
30	General			Team Deployment	We would like to know if the proposed team or team members will be deployed full- time onsite to undertake this assignment.	The PMU team shall be deployed full time for the project.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
31	General				<p>Due to upcoming General elections, model code of conduct is expected to be enforced any time.</p> <p>It is requested to clarify whether the RFP will stand valid and whether the tender can be awarded to any agency during the model code of conduct duration? Please clarify.</p>	Please refer to MCC
32	General			Travel Reimbursement	Please clarify if the consultants be reimbursed for travel related to project requirements?	It Is hereby clarified that the consultant's travel related to the project requirements shall be reimbursed.
33	Disclaimer	Page 9		Disclaimer	You would appreciate that a bidder submits the proposal based on the information given in the RFP document. The completeness and accuracy of the information has to come from the authority. The said	The Disclaimer stays as mentioned in the RfP

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					disclaimer is not a standard clause across Public sector RFPs. We request the authority to amend/remove the disclaimer accordingly	
34	2.29 Pre-Qualification Criteria	Page 26	2.29 (3) (a)	(a) Consulting Agency Bidder Should be a company registered under companies act 1956/2013 or a Partnership firm registered under LLP Act,2008	We would request the Authority to accept the Certificate of Established Place of Business in India issued by Registrar of Companies as acceptable documents for this clause	The bidders with their Headquarters registered outside India can furnish the Certificate of Established Place of Business in India issued by the Registrar of Companies for pre-qualification.
35	2.29 A1: Startup Experience	Page 30	(17) A1	The bidder should have experience of designing and executing initiatives to promote startups/innovations on behalf of Govts, PSUs, Corporates & other Non-govt bodies in different countries around the world.	We would request an elaboration on the criteria. Will it include projects undertaken by bidder on supporting startups in scaling businesses and innovations on behalf of PE firms and do innovative projects done for Govt ministries and departments qualify.	Projects promoting startups/innovation and supporting the startups in scaling businesses on behalf of any Government entity, PSUs, Corporates and Non-Govt body shall

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
						be considered as relevant experience.
36	2.29 A2: Large-scale PMU experience	Page 30	(17) A2	The bidder shall be scored on experience on the number of relevant projects undertaken in providing services to Indian Public Sector organizations/ministries/ departments/enterprises/undertaking s, on largescale programs covering strategy, governance, policy formulation and Programme management in the last 5 years of project value greater than INR 5 Cr (Five crore rupees) excluding revenues from audit amd taxation projects.	We would request making the Policy formulation optional in this criteria as forming Policy might not be a case in Large Scale PMU assignments with government ministries or PSU/PSE.	The policy formulation shall be considered optional in this criteria.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
37	2.29 Pre-Qualification Criteria	Page 27	(3)	Self-Certified Documentary Evidence to be submitted in support of Eligibility	<p>It is suggested that we be allowed to submit sanitized project credentials with adequate details without encroaching upon the confidentiality agreements with our clients. We would request the authority to allow for sanitizing the name of the client and broad level engagement details for relevance. For eg. Air India can be sanitized as "Leading Airline of India".</p> <p>Please confirm. The same has been allowed in several RFPs in recent past.</p>	The clause stays same as mentioned in the RFP.
38	Form Tech 1A	Page 38		We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/Employees	Please appreciate that with over 22,000 employees globally, we will not be able to make this representation. We request the authority to remove this clause	The representation is mandatory for CEO and directors of the company and shall be optional for the Managers/Employees.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
39	Bidder's Experience	Page 43		Please provide documentary evidence i.e. copy of work order, Contract for each of above- mentioned assignment. The experience shall not be considered for evaluation, if such requisite support documents are not provided with the Proposal	We understand from Pre-Qualification Criteria on Page 27 that Self-certificate from Managing Director or Equivalent would be acceptable for all such assignments where the bidder has Non- disclosure signed. Please modify this clause to accept self- certificate from the Managing Director or equivalent	The self certified documentary evidence from the Managing Director or equivalent authority shall be accepted for the Bidder's experience.
40	Form Fin 2	Page 55		Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. Such break-up of individual costs will, however, not be considered for financial evaluation.	Unlike many other professional service firms, we judge our work by the impact achieved, rather than the time expended. Given this focus on end products, we do not bill on an hourly or per diem basis. We would request you to remove the requirement of break-up of costs for Scope of Work items	The clause stays same as mentioned in the RFP.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
41	5.5 Payment Terms	Page 61		Payment Terms	Payment Terms given in the RFP are for Year 1. Please specify payment terms for subsequent years if awarded.	Payment terms shall remain the same for the entire duration of the contract.
42	6.2.15 Contract Price	Page 83	6.2.15.1	Contract price shall remain fixed for the entire Contract period of 12 months. In case of the extension of the contract, the price may be escalated by 6% for each additional 12 months period	We would request an escalation of 10% on the prices for additional 12 months period beyond the initial 12 months	The contract price clause shall remain same as mentioned in the RFP.
43	B1.	Page 31		Qualification & competence of the key members and experts for the assignment	Our understanding is that there is no requirement of full time commitment from the key experts. The bidder will deploy the key personnel as per the need of the engagement. Please confirm.	It is hereby clarified that the bidder is expected to provide full time committed resources for the execution of this project.
44	2.29 Data Sheet – Date of Submission of the proposal	Page 30	Point 16	Proposal Submission Date	It is requested that the time for submission of the bids, is extended by at least 1 week to 5th April 2019, in order to accommodate the revisions in the RFP.	Amendment uploaded

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
45	Data Sheet - Large-scale PMU experience	Page 30	(17) A2	Defining Large Scale	<p>Amendment required</p> <p>Experience of managing large scale PMU for Central government entities with a minimum contract value of INR 5 crores in last 5 years in India</p> <p>(project proof to include Work Order/ LOI/ Agreement/ MoU/ SoI)</p> <p>Marking Criteria:</p> <ul style="list-style-type: none"> - 1-2 assignments – 3 marks - 3-4 assignments – 7 marks - 5-6 assignments – 10 marks - 7 assignments or more – 15 marks 	The Clause in data sheet remains as mentioned in the RfP.
46	Authorization	Page 68	6.2.1.7	Authorized Representative	For authorized signatory, please include board resolution as an authorization from the firm.	The Board Resolution shall be considered as an authorization from the firm.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
47	Limitation of Liability	Page 81	6.2.11.4	Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the Agency herein, in no event shall the aggregate liability of the Agency under this agreement exceed the total cost of services paid to the Agency.	It is requested to delete exceptions to the limitation of liability. The exceptions render the limitation of liability ineffective and make the liability unlimited.	The section limitation of liability stays the same as mentioned in the Ammendments uploaded.
48	Limitation of Liability				<p>It is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MEITY guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. We would like to request to include the below clause:</p> <p>Purchase/Client agrees that Consultant will not be liable for (i)</p>	The section limitation of liability stays the same as mentioned in the Ammendments uploaded.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
49	6.2.17 Miscellaneous Provisions	Page 82	6.2.17 (iv)		<p>In accordance with MEITY guidelines we would request the following inclusions:</p> <p>1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.</p> <p>2. Indemnifying Party will not</p>	The section of Miscellaneous Provisions remains the same as mentioned in the RfP

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					<p>indemnify the Indemnified Party, however, if the claim of infringement is caused by: a) Indemnified Party's misuse or modification of the Service; b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either: i. Procure the right for Indemnified Party to continue using it; ii. Replace</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					<p>it with a non-infringing equivalent; iii. Modify it to make it non-infringing.</p> <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.</p> <p>4. The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					<p>assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					<p>5. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					<p>6. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;</p> <p>7. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;</p> <p>8. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					<p>defenses of the Indemnified Party with respect to the claims to which such indemnification relates;</p> <p>9. If a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).</p>	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
50	6.2.13 Confidentiality	Page 82			It is requested to reduce the survival period of confidentiality obligations to one year post expiry or termination.	The provision mentioned in the RfP stays the same.
51	2.29 Data Sheet	Page 30	(17.A2)	Relevant Experience	For cases to be submitted to showcase Large Scale PMU experience, can we certify the project value as >5Cr (instead of furnishing the exact project value to protect confidentiality) which is also a format we have used across several similar RFP submissions	The indicative project value certified by the relevant authority can be presented by the bidder.
52	2.29 Data Sheet	Page 30	(17.A1)	Relevant Experience	For cases to be submitted to showcase Start up experience, no project value threshold has been specified. Can we certify that the project value is >5Cr / or range the same as e.g. 5-10Cr / >10 Cr, again enabling us to furnish the right details per the requirements of the technical evaluation	The indicative project value certified by the relevant authority can be presented by the bidder.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
53	6.2.2.7 Termination	Page 74	6.2.2.7.5	Payment upon Termination	<p>We propose to replace this provision with the following language:</p> <p>“Termination or expiry of an engagement will not release either Party from any liability which, as at the date of termination or expiry, has accrued but remains unpaid or outstanding. Upon the expiration or termination of the engagement, Invest India’s right to use the Agency Tools will immediately terminate unless renewed or extended by express written agreement of Agency.”</p>	<p>The Payment upon Termination section remains the same as mentioned in the RfP.</p>

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
54	6.2.3 Obligations of the Agency	Page 75	Section 6.2.3.7	Publications, Reports and Documents Prepared by the Agency to be the Property of Invest India	<p>As there will be multiple versions of reports, documents and publications that will be created, we propose an edit in the first line of section 6.2.3.7,</p> <p>"Final versions of all publications and reports, database and other documents prepared by the Agency for Invest India under this Contract shall become and remain the property of Invest India, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such reports and documents to Invest India, together with a detailed inventory thereof....."</p>	The clause remains same as mentioned in the RfP.

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
55	2.29 Data Sheet	Page 31	B1. (b)	<p>b) Startup expert– 6 marks</p> <p>i) Should have a Graduate in Engineering/ commerce/ science and Master’s Degree in Business Administration or equivalent from a reputed and recognized University or Institution</p>	<p>Amendment required:</p> <p>i. Should have a Graduate in Engineering from tier I college (IITs); with an experience of minimum 5 years of working with and supporting Startups.</p> <p>ii. The requirement of handling projects of project value of more than INR 5 Cores to be removed and extensive experience in Startup Projects to be included. (startup projects are not generally of this project value</p>	<p>The clause remains same as mentioned in the RfP.</p>

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
56	Limitation of Liability	Page 80	6.2.11.4	<p>6.2.11.4</p> <p>Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the Agency herein, in no event shall the aggregate liability of the Agency under this agreement exceed the total cost of services paid to the Agency.</p>	<p>Invest India is requested to limit consultant's liability to 1X of the total contract value. This is as per GFR and the guidelines issued by MEITY. It is also the normal industry practice. The following language may be considered to be included:</p> <p>'Purchaser/Client agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. Purchaser/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit,</p>	<p>The clause remains same as mentioned in the RfP.</p>

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.'	

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
57	Miscellaneous Provisions	Page 82	6.2.17 (iv)	6.2.17 Miscellaneous Provisions	<p>There are several remedies available under law and contract to you for such breach of obligations. For eg, there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section.</p> <p>If this section has to be retained then, then we request to at least make them subject to overall cumulative liability cap of total contract value and subject to final determination of court/arbitrator.</p> <p>Request client to kindly delete these.</p>	Amendment uploaded

Sr No	Reference Section	RFP Document Page No	RFP Clause No	Description	Clarification Sought	Invest India Reply
					Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	