

**Pre-bid Clarification RFP For Selection of an Agency for Accelerating Investment in India by****Invest India**Room 225, 1<sup>st</sup> Floor Vigyan Bhawan Annexe Maulana Azad Road, New Delhi- 1100119

<b>S. No</b>	<b>Page No.</b>	<b>Section</b>	<b>Content of RFP requiring clarifications</b>	<b>Change/Clarification Requested</b>	<b>Invest India response</b>
1	Page 31	Proposal submission date;	<ul style="list-style-type: none"> <li>• Not later than the following date and time:</li> <li>• Date: 20th August 2019</li> <li>• Before: 16:00 hrs (Indian Standard Time)</li> </ul>	Would request for an extension on the submission date: <b>21 working days from the issuance of clarifications on the RFP</b>	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019.
2	Page 31	Global Presence;	The bidder shall be scored on the number of countries in which the bidder has physical offices with permanent staff including group company offices or branch offices with access to knowledge networks. (All offices must be part of the same legal entity.)	We are structured as a network of individual legal entities around the world. Having a network of individual legal entities in a connected global network does not impair our ability to network and work in collaboration with other network firms. <b>Would request that global presence of network firms is considered, in evaluation.</b>	No change
3	Page 20	Sec 2.20;	Authorized Signatory	Would request you to allow 'board resolution' also as a certificate of authorized signatory. <i>*Board resolutions are acceptable in all Govt. RFPs and also is given in the model RFP given by MeITY.</i>	Invest India clarifies that 'board resolution' will be acceptable as a certificate of authorized signatory.
4	Page 16	Sec 2.10.1,b;	Consortium	Would request you to clarify if <b>Joint Venture, Consortium or sub-contracting is allowed for the participating in the RFP.</b>	No change.

5	Page 32	Sec 2.29;	The lead bidder shall be scored on experience on the number of projects undertaken in India in each of the following sectors in the last 3 years of project value greater than \$1 Mn/ (₹7cr) excluding revenues from audit, taxation, transaction advisory, IT services, systems integration projects: For all sectors – 8 or more projects: 3 marks	Kindly reduce the minimum project value from INR 7 Crores to <b>INR 2 Crores</b> . Having a requirement of 32 projects of over INR 7 crores in value to score full marks is highly restrictive. It will severely limit scoring potential and the number of prospective bidders for the engagement.	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019.
6	Page 32	Sec 2.29;	The lead bidder shall be scored on experience on the number of projects undertaken in India in each of the following sectors in the last 3 years of project value greater than \$1 Mn / (₹7cr) excluding revenues from audit, taxation, transaction advisory, IT services, systems integration projects: For all sectors – 8 or more projects: 3 marks	Kindly clarify the extent and coverage of the term “IT Services”, projects from which are not allowed to be submitted. <b>IT services as such is a very loose and broad term, which might cover projects from Data Analytics to Cyber Security, including other forms of technology consulting which are being performed to support a larger engagement for business transformation and process improvement</b>	The clause is self-explanatory, no change.
7	Page 89	Sec 6.2.9.2;	Arbitration: In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of Thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by either Department of Industrial Policy and Promotion, Ministry of Commerce and Industries or Federation of Indian Chamber of Commerce and Industry (FICCI) or Indian Council of Arbitration (ICA). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-	We request client to consider referring the disputes to arbitration as per Indian laws. It is easier, faster and less cumbersome. With the recent amendments, it has become even more effective. GFR and Meity guidelines also encourage arbitration. We therefore request you to kindly consider the below clause inclusion: In case, a dispute is not amicably resolved within forty five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto).	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.

			enactment thereof, shall apply to these Arbitration proceedings	The venue of such arbitration in India shall be New Delhi	
8	Page 81	Sec 6.2.2.7;	<b>On termination or completion:</b> Multiple grounds for termination.	To uphold the principles of natural justice, we request client to notify us and give us a rectification period of at least 30 days, prior to invoking this clause.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
9	Page 18	Sec 2.15;	<b>Ownership rights:</b> Ownership of all new artifacts (reports, presentations and other publications) will rest with Invest India and it will have the right to resell/ implement the same with any other organization.	We will retain ownership in (i) our pre-existing intellectual property materials to the extent the same is incorporated in the deliverables and (ii) proprietary materials developed by us during the course of performance of services without employing your proprietary information (collectively “Our IPR”) – specifically with respect to our company IPR, you will have a perpetual, non-exclusive and non-transferable license to use the same for your own internal purposes. Subject to the foregoing sentence, the title to all the deliverables originated and prepared by us under this agreement, for which payment in full has been made, shall vest with you. “Intellectual property” means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property recognized in any jurisdiction worldwide, including all applications and registrations.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.

10	Page 17	Sec 2.12;	<b>Conflict of Interest:</b> Several conflict of interest related obligations on us	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	It is expected that the Agency will not have the same team engage in a program of similar nature with other clients and will strictly enforce restrictions to prevent sharing of sensitive information between different teams, unless authorised by Invest India. This restriction will also apply on individual members of the team from the Agency, and this will last for 12 months from the conclusion of the individual's work with Invest India on the Engagement.
11	Page 82	Sec 6.2.2.7.3;	Cessation of Rights and Obligations: Survival of obligations post termination of contract	We request that the survival obligations be limited to 1 year post termination or expiration	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
12	Page 83	Sec 6.2.2.7.5;	Payment upon Termination	We should receive the amount due for services already performed and accepted by you.	Contract clauses will be discussed post award of tender. However, the bidders

					will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
13		No clause in RFP	Parties to whom information can be disclosed is not documented	Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. <b>Client is therefore requested to kindly include the following clause:</b> Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
14	Page 90	Sec 6.2.11.4;	<b>Liability:</b> 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	Client is requested to limit the Consultant's <b>overall</b> 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. Client may consider including the following language:	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department,

			<p>this agreement exceed the total cost of services paid to the Agency</p>	<p>"Purchaser/Client agrees that the Consultant's 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, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss."</p>	<p>undertaking, enterprises or PSU have accepted similar requests.</p>
15	Page 93	Sec 6.2.17 & 6.2.19;	<p><b>Indemnity:</b> Multiple indemnity obligations. Uncapped indemnities. Survival of indemnity obligations post termination Indemnities not subject to final determination by court/arbitrator.</p>	<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. Alternatively, kindly cap these indemnities cumulatively to limitation of liability cap or one time the fees payable to us under this Agreement.</p> <p>We request that the survival obligations be limited to 1-year post termination or expiration We agree to indemnify to the extent</p>	<p>Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.</p>

				the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	
16	Page 90	Sec 6.2.11;	LDs not limited to solely our fault	We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
17		No clause in RFP	There is no restriction on the usage of deliverable. No third party disclaimers.	We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
18	Page 92	Sec 6.2.16,	Unilateral assignment rights in favour of Client.	Any assignment should be preceded with prior consent of the other party - given our professional and regulatory obligations, we are required to control who its clients ultimately are from time to time. We are unable to agree that it be in a position where it is required to perform services	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or

				for a client that has not undergone our client & independence acceptance process	PSU have accepted similar requests.
19	Page 92	Clause 6.2.11.4,	Limitation of Liability	Liability is limited to total cost of services paid to agency.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
20		No clause in RFP. Please include in pre-bid.	Limitation of Liability	Purchase/Client agrees that Consultant will not be liable for (i) 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.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
21	Page 83	Clause 6.2.2.7.3,	Confidentiality Obligations	We request client to reduce the survival period of confidentiality obligations to one-year post expiry or termination.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
22	Page 94; Page 95	Clause 6.2.17(iv), Clause 6.2.19.1,	Indemnity	1. Notwithstanding anything contained in this agreement, if the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against	Contract clauses will be discussed post award of tender. However, the bidders will have to share the



				<p>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 indemnify the Indemnified Party, however, if the claim of infringement is caused by:</p> <ul style="list-style-type: none"> <li>a) Indemnified Party's misuse or modification of the Service;</li> <li>b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;</li> <li>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 it with a non-infringing equivalent; iii. Modify it to make it non-infringing. <p>3. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with</p> </li></ul>	<p>precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.</p>
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				<p>respect to infringement.</p> <p>4. The indemnities set out in this agreement shall be subject to the following conditions:</p> <p>a) 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;</p> <p>b) 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>c) 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> <p>d) 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>e) all settlements of claims subject to indemnification under this Clause will: a. be</p>	
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				<p>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> <p>f) 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>g) 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>h) 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 defences of the Indemnified Party with respect to the claims to which such indemnification relates; and</p> <p>i) 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</p>	
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				(including any claim for damages).	
23	Page 96	Clause 6.2.19.2,	Indemnity; for death and Indemnities bodily injury	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
	Page 94	Clause 6.2.17(vi),	Indemnity; Indemnities for any accident or injury sustained or suffered by our employees or agents or caused by any action, omission or operation conducted by or on behalf of agency	Request client to kindly delete these. Alternatively, kindly cap these indemnities to limitation of liability cap or one time the fees payable to us under this Agreement.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
		No clause in RFP	Indemnity; Indemnities not subject to final determination by court/arbitrator	We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by Meity in its guidelines.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
	Page 85	Clause 2.12, Page 18; Clause 6.2.3.2,	Conflict of interest	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international	It is expected that the Agency will not have the same team engage in a program of similar nature

				<p>organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.</p>	<p>with other clients and will strictly enforce restrictions to prevent sharing of sensitive information between different teams, unless authorised by Invest India.</p> <p>This restriction will also apply on individual members of the team from the Agency, and this will last for 12 months from the conclusion of the individual's work with Invest India on the Engagement.</p>
24	Page 91, Page 84	Clause 6.2.2.7.5,; Clause 6.2.11,	Liquidated damages	<p>We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches.</p>	<p>Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.</p>

25	Page 19	Clause 2.15,	IPR	<p>There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by Meity in its guidelines. Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.</p>	<p>Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.</p>
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26.	32	B1: Recent experience of a large end to end investment outreach and facilitation project in India or globally with the public sector	Experience of a recent (last 3 years) investment facilitation assignment with a Public Sector organization / ministry / department / enterprise / undertaking owning / operating a large (minimum 500 acres) industrial park / SEZ. The project duration should be a minimum of 12 months and project value > \$1Mn (₹7 Cr). The nature of work should be to provide end to end investment facilitation support. This support should not be limited to only building marketing collateral or investor awareness and it should include direct investor outreach, international road shows, creation of a pitch document to target companies and international travel and outreach to the investors in at-least 2 countries. The project should have resulted in a minimum of ₹500 cr of confirmed investments, including a sizable FDI component (atleast 50%). (4 marks)	Actual investment conversion is a confidential client information and covered under NDAs. Further, completion certifications do not cover information like this. Hence, requesting to replace “The project should have resulted in a minimum of ₹500 cr of confirmed investments including a sizable FDI component (atleast 50%).” from the clause with “project should have resulted in confirmed investments including a sizable FDI component”	Please refer corrigendum no. 2 dated 3 <sup>rd</sup> September 2019
27.	32	B2: Sector Experience in India (12 marks):	The lead bidder shall be scored on experience on the number of projects undertaken in India in each of the following sectors in the last 3 years of project value greater than \$1 Mn / (₹7cr) excluding revenues from audit, taxation, transaction	By “project value,” you mean “fee to bidder”? Completion certificates are required for 32 projects (to score Maximum marks) of \$1 Mn / (₹7cr) in each of four categories, which would be unrepresentative of these sectors, if we were to consider only last 3years.	Here “project value” refers to “fee to bidder” Please refer corrigendum no. 2 dated 3 <sup>rd</sup> September 2019

			advisory, IT services, systems integration projects:	Transaction advisory services form an integral part of most of the start-to-end consulting projects. It is challenging for auditors to bifurcate revenues on engagements, where teams from various services have worked. Also, several assignments/ projects in the specified focus sectors are carried out by the transaction advisory divisions for consulting firms. We suggest that Invest India should omit “transaction advisory” from the clause.	No change
28	34	B3: Qualification & competence of the key members	Existing Marking scheme Team Lead - 6 Marks Process Industry Expert – 4 Marks Discrete Manufacturing Industry Expert – 4 Marks Service Industry Expert – 4 Marks Infrastructure Industry Expert – 4 Marks Project Manager – 1.5 Marks Project Associate 1 – 1.5 Marks Project Associate 2 – 1.5 Marks	Deployment for the qualified and experienced resource is very important for the success of this project. Hence, greater weightage should be allocated to key members of the project.	



				<p>Overall marks for “Qualification &amp; competence of the key members” should be increased from 26 to 36 and consequently, 10 marks can be reduced from Section C: Approach, Methodology</p> <p>Further (1) Team Lead and (2) Project Manager are important for project delivery and hence should have greater weightage</p> <table border="1"> <tr> <td>Team Lead</td> <td>8 marks</td> </tr> <tr> <td>Process Industry expert</td> <td>5 marks</td> </tr> <tr> <td>Discrete manufacturing industry expert</td> <td>5 marks</td> </tr> <tr> <td>Service industry expert</td> <td>5 marks</td> </tr> <tr> <td>Infrastructure industry expert</td> <td>5 marks</td> </tr> <tr> <td>Project Manager</td> <td>4 marks</td> </tr> <tr> <td>Project Associate 1</td> <td>2 marks</td> </tr> <tr> <td>Project Associate 2</td> <td>2 marks</td> </tr> </table>	Team Lead	8 marks	Process Industry expert	5 marks	Discrete manufacturing industry expert	5 marks	Service industry expert	5 marks	Infrastructure industry expert	5 marks	Project Manager	4 marks	Project Associate 1	2 marks	Project Associate 2	2 marks	
Team Lead	8 marks																				
Process Industry expert	5 marks																				
Discrete manufacturing industry expert	5 marks																				
Service industry expert	5 marks																				
Infrastructure industry expert	5 marks																				
Project Manager	4 marks																				
Project Associate 1	2 marks																				
Project Associate 2	2 marks																				
29	34	B3: Qualification & competence of the key members	All team members should be permanent employees of the organization for the last 2 years	<p>Since the RfP details the requirement of minimum years of relevant professional experience and other qualifications against each of the required team members, this clause (requiring the team members to be permanent employees for last 2 years) should be removed. This clause could limit the deployment of the best talent on this project.</p> <p>All team members should be employees of the organization.</p>	Please refer corrigendum no. 2 dated 3 <sup>rd</sup> September 2019																

30	66	Section 5.2 Scope of work and Deliverables. Clause 2(b) Targeting Identification of high potential companies.	Further, shortlist 1,000 companies for outreach basis investment potential in India, to add US\$100 billion annually to Invest India's cumulative FDI pipeline. <b>The shortlisted company should confirm its investment potential in writing.</b>	1. Can the 1,000 shortlisted companies comprise of investment management firms (such as PE, VC, pension fund, etc.), in addition to companies that will directly invest in opening offices/industrial units? 2. Going by the historical trends, in most cases, till the time a deal or project site is not finalized, the international companies <b>do not confirm their investment potential or intentions in writing.</b> Also, foreign companies tend to link their actual investments to different phases of project construction/ implementation (For e.g.: JICA for DMRC).	This is to clarify that the written confirmation refers to only the investment potential of the shortlisted company and does not necessarily mean an investment commitment from the shortlisted company.  The written confirmation may be in any physical or electronic form from a senior executive of the shortlisted company, or an official announcement endorsed by the shortlisted company.
			These companies should not already have a working relationship with Invest India	There is a good chance that there would be overlaps and it would be difficult to deliver on this condition without "exclusion list of companies."	Post the award of the contract, Invest India will share an exclusion list of companies which have been in contact with Invest India in the 6 months preceding the signing of the contract and have been actively

					negotiating deals. However, some companies can be removed from the exclusion list if the Consulting agency's help is sought in pursuing them in future.
31	66	Section 5.2 Scope of work and Deliverables. Clause 2(b) Targeting Identification of high potential companies.	Create comparative unit economic models for investors, assisting them in understanding costs of setting up in India viz-a-viz other competing nations in the relevant sector	Development of economic business models for investors for typical “entry strategy “in selected sub-sectors (like Aviation, Retail, etc.), where in each sub-sectors there can be multiple “entry options”( as JV, Single Brand Retail). Further, benchmarking against similar business models in competing economies would add to effort under this component. Even if we do this exercise for only top 5 sectors X ( with 1-2 sub-sector each) X (each with 2- 3 entry options models) X comparative with 2-3 competing nations, would result in atleast 30-40 business models development.  We would request that the number of such comparative unit economic models for investors should be specified.	No change
32.	67	Section 5.2 Scope of work and Deliverables.	The identified team members of the Consultant will always also be made available for this engagement, as may be required by Invest India, and may also be required to work out of our offices or any other client location	To bring a global perspective, we may deploy experts/ professionals from abroad. We foresee more intense interactions in the initial months of the engagement between Invest India stakeholders and our experts. Later phase of the engagement would be more on (1) investor outreach and (2) program	Please refer the RFP below line already mentioned  As this engagement is a strategic imperative for India, and critical to our objective, the Consultant is

				<p>management of leads. During the later phase of the project, expats can support and would be available remotely (via VC/ Remote connect). During this time, the core team of (1) Team Lead, (2) Project Lead, and (3) Project Associates would be available in Delhi.</p> <p>The identified team members of the consultant will always also be made available for this engagement, as may be required by Invest India.</p>	<p>expected to provide a Partner-level resource to lead the team. The Team Lead should be available at all times for this engagement, as may be required by Invest India, and may be required to work out of Invest India offices or any other client location.</p> <p>The identified team members of the Consultant will also be made available at all times for this engagement, as may be required by Invest India, and may also be required to work out of our offices or any other client location</p>
33.	67	Section 5.2 Scope of work and Deliverables.	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	The annual increase in the firm's billing rates is more than 10% annually. Please consider at least 8% escalation in the commercial fee every 12 months.	No Change
34	70	Section 5.4: Payment terms	Stage 4 [ <i>When the shortlisted companies, submitted to Invest India, begin working with Invest India on an identified investment project in India</i> ] – Timeline – 10% Payment	Basis our experience on similar engagements, we believe that “positive confirmation/ feedback/ queries from shortlisted companies targeted during “Investor outreach” phase will take more than 4 weeks (between 48-52 week) and will consequently block 20% fee for the firm (performance guarantee + Last payment	No change

				milestone) Hence, we should consider the <i>Start of Investor outreach of the shortlisted companies</i> as the last deliverable milestone.  Stage 4 [ <i>Start of Investor outreach of the shortlisted companies, submitted to Invest India</i> ] – Timeline – 10% Payment	
35	31	Proposal Submission date	Last date of submission of Technical and Commercial bids: 20 August 2019	We would request at least 10 day extension in Proposal Submission date. This extension is needed to arrange for required documentation as required by the RfP.	Please refer corrigendum dated 3 <sup>rd</sup> September 2019
36	(Page 13)	2.3.4	Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal with details of name and address of agents, amount, and purpose, during contract execution as per details in the Financial Proposal submission form.	Please clarify the meaning of “agent” and relation with this RFP.	"agents or employees " refer here to of Agency/ Bidder in relation to this RFP
37	(Page 16)	2.10.1 (C)	The bidder may suggest their own methodology, work plan over and above the ones detailed in the project report.	Please clarify or provide the copy of the “Project Report” as mentioned here.	Please read the clause in entirety as it is self-explanatory. Also please read section 5 -Terms of Reference, 5.1 Introduction and, 5.2 for Scope of Work and 5.3 Project which has been refer as “project report”
38	(Page 18)	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	No Change
39	(Page 18)	2.17	No negotiations will be allowed. However, after the bidder is finally selected, the detailed work-	Will this sequencing of activities impact the payment terms as mentioned under section 5.4?	No.

			plan and sequence of activities will be finalized in consultation with Invest India.		
40	(Page 20)	2.21.2 a	Envelope 1: i. Demand Draft for Earnest Money Deposit	Please change it to “Demand Draft/Bank guarantee for Earnest Money Deposit”.	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
41	(page 23)	2.21.3 Envelope 3 - 2nd Para	The outer envelope shall bear the submission address, reference number (mentioned in Data Sheet)....	The “Reference Number” is not mentioned in the Data Sheet. Please provide the details.	The “Reference Number” is 11/07/2019-II/1007
42	(Page 31)	2.29 Data Sheet – 18th point	A1: Global Presence: “All offices must be part of the same legal entity”	As partnership firms operate under different legal entities as per the law of the country, the parent/group entity of the bidding entity should be considered to showcase global presence. Therefore, change it to “All offices must be part of the same legal entity/parent group entity”.	No Change
43	(Page 32)	2.29 Data Sheet – 18th point	B1: Relevant experience “The project duration should be a minimum of 12 months and project value > \$1Mn (₹7 Cr).”	India is in its nascent stage for attracting large investments hence, this requirement is restrictive. Hence request to change it to “The project duration should be a minimum of 12 months and project value (including extension periods) should be greater than ₹4 Cr.”	Please refer the corrigendum 2 dated 3 <sup>rd</sup> September 2019
44	(Page 32)	2.29 Data Sheet – 18th point	B2: Sector Experience in India	Please clarify whether non- investment facilitation projects will be considered under “sector experience”.	The clause is self-explanatory.
45	(Page 32)	2.29 Data Sheet – 18th point	B2: Sector Experience in India “project value greater than \$1 Mn / (₹7 Cr) excluding revenues from audit, taxation, transaction advisory, IT services, systems integration projects”	Please change it to “project value greater than ₹3 Cr excluding revenues from audit, taxation, IT services, systems integration projects.” Also please include “Advisory projects delivered along with tax/audit/IT services where revenue from advisory is greater than ₹3 Cr will be considered”.	No change

46	(Page 33)	2.29 Data Sheet – 18th point	B1-B2 Self-Certified Documentary Evidence to be submitted in support of technical evaluation for criteria B1 and B2: “To be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate.....”	In order to allow ongoing projects as well, please change it to “To be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders / extension letters along with completion certificate (wherever project is completed) .....”.	The clause is self-explanatory.
47	(Page 33)	2.29 Data Sheet – 18th point	B3: Qualification & competence of the key members and experts for the assignment “All team members should be permanent employees of the organization for the last 2 years”	Please change it to “All team members should be permanent employees of the organization at the time of bidding” for all positions.	Please refer the corrigendum 2 dated 3 <sup>rd</sup> September 2019
48	(Page 34)	2.29 Data Sheet – 18th point	B3: Team Lead “Team Lead should be a partner-level resource with the Consultant firm”	Please remove the designation requirement of a partner.	No change
49	(Page 35)	2.29 Data Sheet – 18th point	B3: Process industry expert “Should have experience of working in minimum 3 of the following industries o Steel o Cement o Chemicals & Petrochem o Food Processing	Process is required in many industries, so requirement of experience in these four industries is restrictive. Please change it to “Should have experience of working in any one of the following industries”.	Please refer the corrigendum 2 dated 3 <sup>rd</sup> September 2019
50	(Page 35)	2.29 Data Sheet – 18th point	B3: Discrete manufacturing industry expert “Should have experience of working in minimum 3 of the following industries o Auto and Auto components o Aviation & Defence o Electrical Equipment & Machinery o Electronics o Textiles	Manufacturing process is required in many industries, so requirement of experience in these five industries is restrictive. Please change it to “Should have experience of working in any two of the following industries”.	No change

51	(Page 36)	2.29 Data Sheet – 18th point	B3: Service industry expert “Should have experience of working in minimum 2 of the following industries <b>oBanking</b> <b>oInsurance</b> <b>oIT</b> <b>o Media</b>	Service industry covers many more sub-industries, so requirement of experience in these four industries is restrictive. Please change it to “Should have experience of working in any one of the following industries”.	No Change
52	(Page 36)	2.29 Data Sheet – 18th point	B3: Infrastructure industry expert “Should have experience of working in minimum 2 of the following industries o Logistics & Warehousing Construction o Transportation	Infrastructure is covered under many industries, so requirement of experience in these three industries is restrictive. Please change it to “Should have experience of working in any one of the following industries”.	No change
53	(Page 46)	Form Tech 1C: Bidder Details	1.4: Contact Person: Project Leader	Please change it to “Contact Person: Team Lead”	No Change
54	(page 54)	Form Tech 6	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 clause is self-explanatory
55	(page 61)	Form Fin 2 : Lump sum Cost	Applicable GST (in %) To be reimbursed on actuals	Please include that OPEs including project travel related expenses will also be reimbursed on actuals.	Please refer the corrigendum 2 dated 3 <sup>rd</sup> September 2019
56	(Page 63)	5.2.1 – Investment Strategy	In-depth analysis of Foreign Investment decision-making process broken into sectors / themes (e.g. design elements being outsourced to one country while manufacturing to another) / countries of origin	Please clarify if we are required to focus on any specific sectors or all sectors?	The clause is self-explanatory.



57	(Page 66)	5.2.2 (b) – Investment Strategy	Target identification of high potential companies. Further, shortlist 1,000 companies for outreach basis investment potential in India, with the objective of adding US\$100 billion annually to Invest India’s cumulative FDI pipeline. The shortlisted company should confirm their investment potential in writing.	High potential companies may include leading startups and SMEs apart from large corporations. Specific targets maybe allocated from 1000 companies across all size of target companies.	The clause is self-explanatory.
58	(Page 66)	5.2.2 (b) – Investment Strategy	These companies should not already have a working relationship with Invest India	Invest India should provide a list of companies with which they have existing working relationship.	Post the award of the contract, Invest India will share an exclusion list of companies which have been in contact with Invest India in the 6 months preceding the signing of the contract and have been actively negotiating deals. However, some companies can be removed from the exclusion list if the Consulting agency's help is sought in pursuing them in future.
59	(Page 67)	5.2 Scope of Work and Deliverables	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 in the “Standard Form of Contract”?	No change.

60	(Page 70)	5.4 Payment Terms	Point 4 : Completion of task “When the shortlisted companies, submitted to Invest India, begin working with Invest India on an identified investment project in India”	This point should be removed, and the final payment should be made at point 3 i.e. “Building an Indicated Investment pipeline of US\$ 100 billion from the shortlisted companies submitted to Invest India”.	The payment will be released on pro-rata achievement of the investment pipeline. Post achievement of a minimum 50% of the Investment pipeline of US\$100 billion, the Consulting agency will be awarded payment on pro rata, based on the amount of investment pipeline secured.
61	(Page 84)	6.2.3.7 Publications , Reports and Documents Prepared by the Agency to be the Property of Invest India	“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 be rephrased to “The Agency may retain a copy of such reports and documents, to evidence the work performed by it”.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
62		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.	As this engagement is a strategic imperative for India, and critical to our objective, the Consultant is expected to provide a Partner-level resource to lead the team. The Team Lead should be available at all times for this

					<p>engagement, as may be required by Invest India, and may be required to work out of Invest India offices or any other client location.</p> <p>The identified team members of the Consultant will also be made available at all times for this engagement, as may be required by Invest India, and may also be required to work out of our offices or any other client location</p>
63		General	Consortium bid	Please clarify if a consortium bid is allowed?	No change.
64	31	2.29, #18, A1	<p>Number of countries <math>\geq 30</math> and <math>&lt; 40</math>: 1 Marks</p> <ul style="list-style-type: none"> <li>• Number of countries <math>\geq 40</math> and <math>&lt; 50</math>: 3 marks</li> <li>• Number of countries <math>\geq 50</math> : 6 marks</li> </ul>	Maximum marks to be given for companies with offices in 40 countries	Please refer the corrigendum 2 dated 3 <sup>rd</sup> September 2019
65.	32	2.29, #18, B1	Experience of a recent (last 3 years) investment facilitation assignment with a Public Sector organization / ministry / department / enterprise / undertaking owning / operating a large (minimum 500 acres) industrial park / SEZ.	<p>We have two suggestions:</p> <ol style="list-style-type: none"> <li>1. Multi-modal logistics parks should also be added</li> <li>2. minimum area may be reduced to 100 acres</li> </ol>	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019

66.	32	2.29, #18, B2	The lead bidder shall be scored on experience on the number of projects undertaken in India in each of the following sectors in the last 3 years of project value greater than \$1 Mn / (₹7cr) excluding revenues from audit, taxation, transaction advisory, IT services, systems integration projects	Instead of a 3 year cutoff of projects, we suggest that a 7 year cutoff be used (which is also approved and in use at many Ministries). Alternately, 1. Global experience be counted (and not just Indian) 2. Project size cutoff be reduced to \$500k / 3 Cr	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
67.	34 / 35	2.29, #18, B3, process industry expert	Should have experience of working in minimum 3 of the following industries: <ul style="list-style-type: none"> <li>• Steel</li> <li>• Cement</li> <li>• Chemicals &amp; Petrochem</li> <li>• Food Processing</li> </ul>	We suggest that oil and gas and broader metals and mining (rather than only steel) be added to the relevant experience requirement	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
68	35	2.29, #18, B3, discrete manufacturing industry expert	Should have experience of working in minimum 3 of the following industries: <ul style="list-style-type: none"> <li>• Auto and Auto components</li> <li>• Aviation &amp; Defence</li> <li>• Electrical Equipment &amp; Machinery</li> <li>• Electronics</li> <li>• Textiles</li> </ul>	We suggest that "electrical equipment and machinery" experience be broadened to "industrial equipment and machinery"	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
69	47	Form Tech 2; Bidder's organization	Number of countries in which the bidder has physical offices with permanent employees as of the date of submission (all offices must be part of the same legal entity as the bidder)	This clause may be removed	No change

70	67	Terms of reference, 5.2	As this engagement is a strategic imperative for India, and critical to our objective, the Consultant is expected to provide a Partner-level resource to lead the team. The Team Lead should be available at all times for this engagement, as may be required by Invest India, and may be required to work out of Invest India offices or any other client location.	Team lead (Partner) should commit 4 man-months out of 12 months for the program	As this engagement is a strategic imperative for India, and critical to our objective, the Consultant is expected to provide a Partner-level resource to lead the team. The Team Lead should be available at all times for this engagement, as may be required by Invest India, and may be required to work out of Invest India offices or any other client location.  The identified team members of the Consultant will also be made available at all times for this engagement, as may be required by Invest India, and may also be required to work out of our offices or any other client location
71	40	2.30 c.	Attach the audited account sheet/ P&L Sheet for last three financial years.	As a private company, we cannot disclose our financial information. Please accept a certificate from independent auditor/self-certificate from MD/authorized signatory on having the revenues above INR 100 crores from management consulting services.	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
72	47	Form Tech 2 – (A)	Bidder's organization turnover (audited account sheets/ P&L Sheets	As a private company, we cannot disclose our financial information. Please accept a certificate from independent auditor/self-	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019

				certificate from MD/authorized signatory on having the revenues above INR 100 crores from management consulting services.	
73	17,18	2.10.1(g)., 2.12, 2.14, 2.16.2	Conflict of Interest	It is our long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising our professional responsibility to maintain the confidentiality of client information. Consistent with such practice and our company confidentiality obligations to its other clients, we are not able to advise or consult with the Invest India about we serving the Invest India's competitors or other parties	It is expected that the Agency will not have the same team engage in a program of similar nature with other clients and will strictly enforce restrictions to prevent sharing of sensitive information between different teams, unless authorised by Invest India. This restriction will also apply on individual members of the team from the Agency, and this will last for 12 months from the conclusion of the individual's work with Invest India on the Engagement.
74	58, 84	Form Tech 8, 6.2.3.2, 6.2.3.2.1	Conflict of Interest	It is our long-standing policy to serve competing clients and clients with potentially conflicting interests as well as counter-parties in merger, acquisition and alliance opportunities, and to do so without compromising our company professional responsibility to maintain the confidentiality of client information. Consistent with such practice and our company confidentiality	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or

				obligations to its other clients, we are not able to advise or consult with the Invest India about we serving the Invest India's competitors or other parties	PSU have accepted similar requests.
75	57	Form Tech 7	Comments/ Modifications Suggested on Draft Contract	We have reviewed your proposed terms and conditions. Although most of the provisions are conceptually satisfactory to us, we do have some questions and uncertainties concerning others and would also require additional provisions to be added to better reflect our consulting relationship with you. We would prefer at this time to submit our proposal and, if you find the content of our proposal satisfactory, to discuss the agreement with you in more detail at your convenience. Given your request we have highlighted our key concerns; please note that the following is not intended to be exhaustive. While we cannot be deemed to have accepted the proposed draft agreement as the terms upon which we will work, we are confident that, if selected, we will find a mutually agreeable resolution of these issues without undue delay.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
76	84	6.2.3.3	Confidentiality	To further clarify our obligations to you in terms of protecting your information confidential, we request to include the following under the Contract for Services CONFIDENTIALITY. We will keep confidential any confidential information, including any personal data (as defined below), furnished by the Client to our company in connection with the Services	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or

				<p>("Confidential Information"). Our company will disclose Confidential Information only to its employees, agents and contractors who have a need to know and are bound to keep it confidential, will use Confidential Information only for purposes of performing the Services, including preparing Proposals and evaluating potential Services, or as otherwise requested or authorized by the Client, and will protect Confidential Information in accordance with the company Data Protection Protocols available at our website address provided to Invest India Subject to its confidentiality obligations, where the agreed upon Services include benchmarking services we may also incorporate Confidential Information into its benchmarking databases for use in reporting on sanitized or aggregate trends and metrics without attribution to the Client. To bring the best of our global resources to serve the Client, the Client agrees that our company may transfer Confidential Information to geographies other than those in which it was collected or received, including our affiliates and sub-processors that comprise or support our company infrastructure and maintenance functions as set forth in the Protocols, to facilitate any activities authorized by the Client, provided that at all times Confidential Information will be treated as confidential and protected in accordance with the terms of this agreement. Confidential Information</p>	<p>PSU have accepted similar requests.</p>
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				<p>shall not include information that is or becomes publicly available, already known to us , independently acquired or developed by our company or legally required to be disclosed. We will reasonably cooperate with the Client, at its expense, in responding to any legally required disclosure. In performing the Services, we will use and rely primarily on information available from public sources and the Confidential Information, and Client acknowledges that it is authorized to provide us with such Confidential Information for its use in connection with the agreed Services and that we as an entity will have no obligation to independently verify such information. At the Client's election and notification to us , we shall promptly return or destroy any Confidential Information, including any personal data, in its possession or control when the same is no longer necessary for the provision of the Services, provided that we may retain such Confidential Information only as required by applicable law, regulation or documented professional archival policy or as otherwise authorized or instructed by the Client. Any Confidential Information so retained shall at all times remain subject to the terms and conditions of this agreement, including with respect to confidentiality, security and non-disclosure. DATA SECURITY. Without limiting the foregoing, if we processes data as part of the</p>	
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				<p>Services and on behalf of the Client which relates to an identified or identifiable person (“personal data”), we shall (i) only process such personal data, including with respect to our company use of subcontractors or sub-processors, as set forth in this agreement and the Protocols, as otherwise authorized in writing by the Client, or as required by applicable law, (ii) implement appropriate technical and organizational measures to protect such personal data as set forth in the Protocols, (iii) promptly notify the Client of any incident in which the confidentiality, integrity or security of the personal data has been compromised, and (iv) collaborate with the Client as required by applicable law or the Client’s request to document the personal data, data subjects and processing activities related to the Services, including as part of an applicable Proposal. In the event that the Client transfers personal data that is subject to the General Data Protection Regulation (2016/679) to us outside of the European Economic Area, or where otherwise agreed by the parties or required by applicable law, the parties agree that the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council (or any successor thereto), as applicable to our company Services and available at URL shared with invest India in our query shall be</p>	
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				<p>deemed automatically incorporated into this agreement and binding upon the parties hereto, including their affiliates, unless an alternate data transfer arrangement authorized by applicable law is agreed by the parties. we will comply with the Client's reasonable requests to furnish information regarding our company processing activities as is reasonably necessary to enable the Client to verify that we are complying with its obligations under this agreement, including by making its Director of IT Security or person of comparable knowledge and position available to provide information about the Protocols and our company processing in connection with the Services, and the foregoing shall apply in full satisfaction of any Client audit or inspection rights of our company, but shall not limit or restrict the ability of any legal or regulatory authority to conduct such audit or inspection pursuant to applicable law.</p>	
77	NA	NA	Disclosure of materials, Publicity	<p>It is our longstanding policy and practice to work behind the scenes and not to permit our clients to refer to our work or to make our work products available outside their organization without our prior written consent. This policy is implemented worldwide and is an important part of the way we work with clients and present ourselves and our work to the business community. It serves a three-fold purpose: (1) it protects our reputation as an objective</p>	<p>Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.</p>

				<p>fact-based strategic advisor, (2) it permits us to deliver our analyses and recommendations without censorship, and (3) it reflects the client's responsibility for its decisions and actions.</p> <p>Accordingly, we request Invest India not to resell our reports, presentations and other publications with other organization and to add the following as part of the Contract for Services:</p> <p>“our company work for the Client is confidential and for the Client’s internal use only. we will not disclose the Deliverables to any third parties without the Client’s prior written permission. Similarly, the Client agrees that it will not disclose any materials or information that our company furnishes to the Client, including the Deliverables, to any third parties without our prior written permission. Each party further agrees not to use the other party’s name or trademarks in any communication with any third party without the other party’s prior written permission.”</p>	
78	18, 84	2.15.1, 6.2.3.7	Ownership Rights	<p>We would like to define more precisely in our agreements the intellectual property rights and accordingly, we request to add the following under the Contract of Services: “Upon payment in full of our service fees, the Client will own all reports and other deliverables prepared for and furnished to the Client by our company in connection with the Services (the “Deliverables”),</p>	<p>Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.</p>

				<p>notwithstanding the foregoing, we retains ownership of all concepts, know-how, tools, questionnaires and assessments, modules, courses, frameworks, software, algorithms, databases, content, models, and industry perspectives developed or enhanced outside of or in connection with the Services (the “company Tools”), it being understood that none of the company Tools will contain Invest India’s Confidential Information. To the extent the deliverables include any of our company Tools s, we hereby grants Invest India a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the our Tools solely as part of the deliverables and subject to the above limitations herein on disclosure of our company materials and publicity. The Client agrees that, without our prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any of company Tool or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, watermarks, or disclaimers provided with any of our Tool or Deliverables.”</p>	
79	76, 90	xv., 6.2.11	Deductions/Liquidated damages/Penalty	<p>It’s our Firm’s general policy not to agree to any deduction/liquidated damages provision or alike. In particular, no amount shall become deductible for any substitution of key personnel for reasons of any incapacity or due to health, so long as we provide a</p>	<p>Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of</p>

				substitute consultant with no less experience and qualification than the original personnel. We therefore request the deletion of the clauses or any references to liquidation damages or alike.	India, its department, undertaking, enterprises or PSU have accepted similar requests.
80	95	6.2.19.2	Liabilities/Indemnity	While we believe that the best method to manage the risk on this project, and the method we will adopt, is to ensure high quality project management and staff are assigned to the project, we do require a reasonable allocation of risk which is in proportion to the reward we may gain. We are in a materially different position to our clients with respect to controlling the risk. Specifically, we have no board authority to act and we do not make the decisions for the client, which means that we have no control over who at the client will implement our recommendations, how well they will be implemented, or when they will be implemented. Therefore, if a third party is allegedly damaged by any steps taken by client management, the third party should seek redress from, and be compensated by, the client and not the Firm. Indemnification recognizes the reality that the client, not the Firm, is responsible for the success or failure of client action. We would like to ask that our liability under the Agreement howsoever arises be limited to actual and direct loss or damage due to gross negligence and willful misconduct by us and capped at the fee	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.

				payable by Invest India under the Agreement.	
81	64	5.2.1 b)	Competitive landscape analysis	Request clarity on for how many countries the competitive analysis must be done	The clause is self-explanatory
82	66	5.2.2 b)	Shortlist of 1000 companies	We request the authority to help understand the basis of deciding the 1000 number in the shortlist	The clause is self-explanatory
83	62-70	Section 5	Terms of reference	From impact perspective, State engagement strategy would be very critical. How is that envisaged to happen within this program? Similarly, we request clarity on how the engagement will happen with other central Ministries for different sectors e.g. heavy industries, IT etc. which could play a critical role in enabling investments in their respective sectors	Invest India has a good working relationship with all departments and states. The Agency may consider submitting a plan as a part of the bid submission on how these relationships may be leveraged to achieve the impact.
84	28	4	Prequalification criteria	We request that the authority accepts either of the two documents i.e. Workorder/contract or a completion certificate as a proof of the experience for Indian Public sector engagement. This has been accepted in several government and public sector RFPs in recent past. For engagements outside India, we will be able to submit the self-certification from the	The clause is self-explanatory

				MD or the authorized signatory. Moreover, due to confidentiality clauses with our clients, bidder is unable to submit client names. It is suggested that we be allowed to submit sanitized client names along with broad level project credentials with adequate details without encroaching upon the confidentiality agreements. For eg. "Leading National Oil & Gas company in United states". Please confirm. The same has been allowed in several RFPs in recent past.	
85	31	16	Proposal submission copies	Our understanding is that the bidder needs to submit the following: 1. Pre-qualification and technical proposal – 3 hard copy (1 original and two additional copy) and 1 soft copy in pen drive 2. Financial Proposal – 1 hard copy Please confirm.	Yes
86	32	B1	Recent experience of a large end to end investment outreach and facilitation project in India or globally with the public sector.	We request the authority for following changes: a. Reduce requirement of minimum duration of the assignment to 3 months here. In quite a few of the assignments of much shorter duration, the similar or higher impact can be achieved.  b. We request to increase the time frame of engagements to last 5 years and expand the criteria allow both Public and private sector engagements where in the required investment has been achieved.  c. In addition, we request that the fee value of	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019



		B2	Sector Experience in India	<p>the engagements be brought down to INR 5 Cr from current INR 7 crores. This is also commensurate with our request of decreasing the time duration for the engagements</p> <p>We request to expand the time frame of engagements to last 5 years</p>	
87	32	B1 & B2	Firm experience	Our understanding is that the work with state governments will also be acceptable to the authority. Please confirm.	Yes
88	33, 49, 50	B1 & B2	Documentary evidence	We request that the authority accepts either of the two documents i.e. either a workorder/contract or a completion certificate as a proof of the experience for Indian Public sector engagement. This has been accepted in several government and public sector RFPs in recent past.	<p><b><u>B1-B2</u> Self-Certified Documentary Evidence to be submitted in support of technical evaluation for criteria B1 and B2:</b> To be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders or 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</p>

					assignments based on Nondisclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.
89	61	Form Fin 2	Breakup of costs	Please note that we shall not be able to provide a breakup of cost for each scope of work element. We request the authority to accept a lump sum quote against the mentioned scope of work.	Break-up of costs for each of the items of work listed in the Scope of Work may be submitted on a separate sheet of paper. Such break-up of individual costs will, however, <b>not</b> be considered for financial evaluation.
90	70	5.4	Payment terms	With reference to the discussion during pre-bid meeting. We request the authority to clarify the basis of payment for s.no 2 to 4 including any performance linked payment.	The payment will be released on pro-rata achievement of the investment pipeline. Post achievement of a minimum 50% of the investment pipeline of US\$100 billion, the Consulting agency will be awarded payment on pro rata, based on the amount of investment pipeline secured.

91			Proposal submission date	We request at-least 3 weeks from the date of response to queries to enable us to submit a comprehensive quality proposal	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
92	67	2 e)	Support in investor outreach and program management of leads	We request the authority to help us understand the expectations from the consultancy firm in the following areas: a. Stakeholder process – whether the expectation is for the consultancy firm to engage directly with the stakeholders. b. Conducting the roadshows c. Development of “company specific” pitches.	The agency will be expected to support Invest India in achieving the deliverables outlined in the scope and the Terms of Reference. In particular, the Agency will be expected to deliver the outcomes referred to in this clause.
93		<u>Clause A1</u>		Reduce criteria from # of countries to # of offices as that is more relevant for assessing firm reach (for FDI)	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
94		<u>Clause B1</u>		This clause should be removed as it is already covered as a pre-qualification condition (hence repetitive)	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
95		<u>Clause B2</u>		Sector experience in India: a. Threshold # of projects for maximum marks to be reduced from 8 to 6. In our view, 6 large projects (INR >7 Cr.) would be sufficiently representative of firm expertise in a sector b. Add ‘Real Estate’ sector in category 1 (critical sector for attracting FDI) c. In category 2, please clarify that agri-	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019

				chem sector is also included within the overall 'petrochemical' industry	
96		Cause B3 - Team lead and Project Manager		Requirement of mandatory govt. experience should be relaxed. Given the project context, relevant private sector experience is much more valuable and relevant	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019
97		5.2, Point (e)	It has been mentioned that the consultant will 'support and setup discussions with companies along with Invest India through focused Investor outreach programs including roundtables and one-on-one meetings with key decision makers of shortlisted companies. The following is also mentioned '..with the aim of conducting a minimum of one roadshow every quarter'.	In pursuance to the above, we wanted to clarify that all international travel costs for road shows / investor discussions as well other costs of logistics, venue, collaterals and hospitality for organising international road shows / investor discussions will be directly borne by Invest India.	Please refer corrigendum 2 dated 3 <sup>rd</sup> September 2019

98	66	<u>5.2.2 (b)</u>	Further, shortlist 1,000 companies for outreach basis investment potential in India, with the objective of adding US\$100 billion annually to Invest India's cumulative FDI pipeline. The shortlisted company should confirm their investment potential in writing. These companies should not already have a working relationship with Invest India	<p>We request Invest India to provide clarification on the following:</p> <ul style="list-style-type: none"> <li>· Definition of 'working relationship' in the said clause</li> <li>· Whether Invest India will share an exclusion list of companies post the award of the contract</li> <li>· Whether the exclusion list will include companies which have not been in contact with Invest India for a certain period of time preceding the award of the contract, Eg: 6 months</li> <li>· Whether other business units or companies of a larger conglomerate which Invest India has a working relationship with will also be excluded</li> </ul> <p>In addition, since some of the shortlisted companies may not be able to declare their investment potential in writing due to confidentiality or any similar purpose, we request you to kindly clarify whether a written confirmation from the consultant (based on discussions with shortlisted firm) will be accepted for the same</p>	Post the award of the contract, Invest India will share an exclusion list of companies which have been in contact with Invest India in the 6 months preceding the signing of the contract and have been actively negotiating deals. However, some companies can be removed from the exclusion list if the Consulting agency's help is sought in pursuing them in future.
99	20	<u>2.20.1</u>	The Principal Officer/ authorized representative of the Agency shall sign the proposal and also initial all pages of the original Technical and Financial Proposals.	We request Invest India to provide clarification on whether digital signature on the documents in case physical signature is not possible due to the large volume of documents will also be acceptable	Signature can include digital signature as well.

100	94	<u>6.2.18</u> <u>Sr. No 3</u> <u>and 4</u>	10% of the payment will be disbursed when the following is completed - Building an Indicated Investment pipeline of US\$ 100 billion from the shortlisted companies submitted to Invest India And 10% of the payment will be disbursed when the following is completed - When the shortlisted companies, submitted to Invest India, begin working with Invest India on an identified investment project in India	We request Invest India to kindly provide clarification on the following: · Whether the payment will only be released in full or on pro-rata achievement of the investment pipeline as well · Whether post securing a minimum amount of investment pipeline, (Eg: 50% of total investment pipeline of US\$ 100 billion), the consultant will be awarded payment on pro-rata based on the amount of investment pipeline secured Whether pro-rata payment method will also be applied for Clause 6.2.18 -Sr. No. 4 to calculate payment on completion of task i.e. when the shortlisted companies begin working with Invest India	The payment will be released on pro-rata achievement of the investment pipeline. Post achievement of a minimum 50% of the investment pipeline of US\$ 100 billion, the Consulting agency will be awarded payment on pro rata, based on the amount of investment pipeline secured.
101	17, 84	<u>2.12</u> <b>Conflict of Interest and 6.2.3.2.1 Prohibition of Conflicting Activities</b>	2.12.1 <b>Invest India</b> 's policy requires that bidders should provide professional, objective, and impartial advice and at all times hold <b>Invest India</b> 's interests paramount and strictly avoid conflicts with other assignments or their own corporate interests. 2.12.2 Without limitation on the generality of the foregoing, Companies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances. 6.2.3.1The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.	Serving multiple companies in the same industry allows us to deepen our industry knowledge and increases our ability to take an informed view of the strategic issues facing our clients. This strategy also works in the best interest of the Clients we serve. For ensuring rights of our Clients we maintain stringent internal safeguards that enable us to work for clients in the same industry without compromising our commitment to protect the confidentiality of proprietary information. Accordingly, we do not generally enter into exclusive arrangements with any single company in an industry. In light of this, request Invest India to kindly clarify, whether the relevant clauses contemplate restriction on the consultants who	It is expected that the Agency will not have the same team engage in a program of similar nature with other clients and will strictly enforce restrictions to prevent sharing of sensitive information between different teams, unless authorised by Invest India. This restriction will also apply on individual members of the team from the Agency, and this will last for 12

				have worked with Invest India to get involved in similar projects. And, further if this restriction will also extend to any senior professionals who serve as our practice area leaders (PALs), any topic experts or advisors, who specialize in an industry, specific business discipline or the use of one of our Tools	months from the conclusion of the individual's work with Invest India on the Engagement.
102	90	<u>Clause 6.2.11</u> <b>Liquidated damages</b>	<p>6.2.11.1 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><b>6.2.11.2</b> 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>	Given the nature of services that is provided by us as a company, we do not provide for liquidated damages. Additionally, damages or harm that may be caused by to the Client is covered under the Indemnity provisions. In light of the same, request Invest India to kindly clarify if it would prefer a language that covers all the claims within liability or indemnity provisions as contemplated within the contract.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
			<p><b>6.2.11.3</b> 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 <b>Invest India</b> as mentioned in Clause 6.2.6.3 (e), and</p>		Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.

			<p>defects are not rectified to the satisfaction of <b>Invest India</b> within 30 (Thirty) days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 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 <b>Invest India</b> or its state level counterparts or any stake holders not directly attributable to the Agency. <b>Page 91 of 96</b></p> <p><b>6.2.11.4</b> 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>		
103	93	<u>Clause 6.2.17</u>	<b>Miscellaneous Provisions</b>	<p>We in agreement with the terms contemplated within the Clause. However request Invest India to kindly clarify if, all the indemnity provisions contemplated in Clause 6.2.19 would be applicable on the indemnity provisions contemplated within 6.2.17. Further, with respect to disclosure of the Deliverable, request Invest India to clarify if it will be acceptable for Invest India to abstain from distributing the Deliverable to any third party without a prior approval from us .</p>	<p>Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.</p>



104	81	6.2.2.7	<b>Rights on Termination</b>	Request Invest India to kindly clarify whether it would fulfill its payment obligation, for the dues that have been accrued but remained unpaid, until the termination or suspension of the contract.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
105	<u>Inclusion of a Clause</u>		<b>Third Party Material</b>	Our company acquires the rights to incorporate Third Party Materials into the Deliverables and the Company in such a circumstance would have the right to copy, perform, use, transmit, broadcast, edit any segments of the Third Party Materials contained within the Deliverables. However, our company acquired license is restrictive in nature and thereby can only transfer the rights as obtained by it. In this light, could Invest India kindly clarify, if it agrees to comply with any licensing restrictions that maybe imposed by third parties regarding use of the third-party Intellectual Property within the Deliverables as notified by our company to Invest India from time to time.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department, undertaking, enterprises or PSU have accepted similar requests.
106	<u>Inclusion of a Clause</u>		<b>Tools</b>	While we agrees with all the provisions of the RFP, it is likely that we would have to deploy our Tools for an efficient completion of the work. In that a case, would it be acceptable for Invest India to sign certain additional terms and conditions that specifically would deal with the company tools and its usage.	Contract clauses will be discussed post award of tender. However, the bidders will have to share the precedence where Govt. of India, its department,

					undertaking, enterprises or PSU have accepted similar requests.
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Tender evaluation committee

Dated : 3-09-2019