



No. IIFC-2015-I

Dated: 08/01/2016

CLARIFICATIONS

With reference to the tender notice no. IIFC-2015-I dated 15.12.2015 for Selection of Agency for "Query Handling and Knowledge Management," the following clarifications are provided for all concerned advertisers and stakeholders.

S.No	Clause	Page	Query/ Suggestion	Clarification by Invest India
SKP				
1	6.2.3.2.1	78	<p>Prohibition of Conflicting Activities: The 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.</p> <p>Query: Considering you are looking for someone who has experience in similar line of activities and these activities from part of their routine nature of</p>	<p>An illustration —Selected Agency leveraging the query data as a lead generation source, and selling their (or any other entity's) knowledge services to the foreign/domestic query seekers/investors.</p>

			work, would this not be contradictory.	
2	Datasheet 2.29 Section: 17	26	Client Work Orders/Contracts sharing – We are bound by confidentiality agreement with our clients and hence in that case we wanted to check with you if we can share on “No name basis” Query: Also most of the contracts are “Hourly based” Contracts and not “Fixed Fee” as it is difficult to estimate the efforts as these set up contracts extend more than One year. Can we share such Contracts on “No name basis”	Credentials of the end-clients are extremely important for our evaluation. Any contract above INR 25 lakhs will be considered, irrespective of billing method.
Evalueserve				
3	Data sheet sl. No. 17 (i) & Form Tech 2: Bidder’s Organization and Experience	26	Evidenced by Contract/Work/Engagement orders, indicating details of assignment, client, value of assignment, date of award etc. 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	Please see S.No. 2

			<p>Proposal</p> <p>Query: Evalueserve signs NDAs with all its clients. Due to these agreements, we cannot provide these details.</p> <p>We can provide relevant case studies with indication of team size(s), duration of contract, etc. Post bid award, we can arrange reference check discussions between Invest India and our clients for whom we have done similar work and leave these details to our client's discretion at the time of discussion.</p> <p>Will Invest India be OK with this approach? If yes, we hope this will not impact scoring as we will arrange relevant reference checks.</p>	
4	2.30 Pre- Qualification check-list (c)	34	<p>Does your company have an annual revenue of at least INR 50 Crores during last three financial years from Indian operations?</p> <p>Attach the audited account sheet/ P&L Sheet for last three financial year</p>	Invest India will not sign any NDA. However, we assure Evalueserve that this information will be kept confidential.

			<p>Query: Being a privately-held company, we will require an NDA duly signed by Invest India, to furnish account statements.</p> <p>Will Invest India be OK to sign Evalueserve's NDA? If yes, please let us know who it should be sent to for processing.</p>	
5	5.2.1 Query Handling Team	55	<ol style="list-style-type: none"> 1. We understand that all queries will be responded by the Query Handling team of the selected partner. Is our understanding correct? 2. We hope Invest India's online tool will be able to track effectiveness / speed of query resolution effectively. Please confirm. 3. How are queries responded currently? Does this happen via email OR through Invest India's online tool? 4. Can you give us an indicative volume of queries that are submitted on a monthly basis? Volume of last 6 months will be good to have. 5. 72 hours resolution time does not include weekends and public / national holidays. 	<ol style="list-style-type: none"> 1. Yes. This is correct. 2. Yes. Invest India already has a tool for query management. However, selected agency might be asked to track metrics that can't be accounted on the tool. 3. Invest India's online tool. 4. About 600 to 1200 per month. 5. 72 working hours.

			Please confirm.	
			<p>Identification of serious investment queries/good leads and apprising Invest India</p> <p>Investment Facilitation team about the case (within 24 working hours).</p> <p>Query: We assume the selected partner will be given ample training which will help them assess serious investment queries / good leads. Please confirm.</p>	Yes. Invest India will train the selected agency in the initial phases.
			<p>Developing meaningful reports related to query receipt and handling.</p> <p>Query: Evalueserve understands that the reports here refer to MIS reporting showing productivity and effectiveness</p>	Yes. This is correct.
6	5.2.2 Knowledge Team	56	<p>Particulars of Work, Deliverables and Update Frequency</p> <p>Query: We assume Invest India will share all available material with the selected partner. It will then be the partner's responsibility to enhance and update this content regularly. Please confirm.</p>	No. It is the responsibility of the selected agency to develop this content from scratch.

			<p>Query: Does Invest India currently use any paid databases (such as Emerging Markets) for creating any knowledge assets / material? If yes, will these be extended to the selected partner via a tri-partite agreement? Please confirm.</p>	<p>Invest India will not provide login coordinates of any of its databases. Bidders should showcase their knowledge assets in the proposal.</p>
7	6.2.3.2.1 Prohibition of Conflicting Activities	78	<p>The 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.</p> <p>Query: We note that the Agency and its personnel are prohibited to engage in any business or professional activity that is conflicting to the services being provided by Agency under the contract.</p> <p>The issue for us here is that the term “business or professional activities” is quite broad. It is not clear to us what will amount to a conflicting activity. Therefore, could you please define these activities which are referred under this clause to avoid any ambiguity?</p>	<p>An illustration —Selected Agency leveraging the query data as a lead generation source, and selling their (or any other entity’s) knowledge services to the foreign/domestic query seekers/investors.</p>

8	6.2.9.2 Arbitration	83	<p>We have included some text in Clause 6.2.9.2 below. This is highlighted in Yellow. Can you please confirm if this addition is OK with Invest India?</p> <p>Clause 6.2.9 provides for appointment of arbitrators in case of any dispute arises. We are fine with the clause with a slight modification. For ease of convenience, we are reproducing the clause below. Our insertion is italicized and bold in the clause below.</p> <p>"6.2.9.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between Invest India and the Agency, which has not been settled amicably under the provisions of the above clause 6.2.9.1, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by Invest India and the Agency (Nominee Arbitrator), the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as the Presiding Arbitrator. In case of failure of</p>	Not accepted.
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			<p>any Party(s) in appointing Nominee Arbitrator within a period of Thirty (30) days from receipt of notice of invocation of arbitration/receipt of request of nomination of arbitration, the said appointment shall be made 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 third arbitrator shall be appointed by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. 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) from a list of Arbitrators provided by Agency / Selected Partner. The Arbitration and Conciliation Act, 1996 and any statutory modification or re- enactment thereof, shall apply to</p>	
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			these Arbitration proceedings.”	
9	n/a	n/a	We see names of some of your partners / consultants listed on Invest India’s website. Will the selected partner also get added to this list?	No. The selected agency for query handling and knowledge management will not be considered as an empaneled partner for Invest India.