



No. IIFC-2015-I

Dated: 28/12/2015

CORRIGENDUM

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 changes in the tender Notice are hereby notified through this Corrigendum for all concerned advertisers and stakeholders.

S.No	Clause	Page	Query/ Suggestion	Clarification by Invest India
EY				
1	Section 2.29 - Data Sheet item 16	29	Proposal submission date not later than the following date and time: Date: 12 January 2016 We request you to kindly extend the date for submission of technical and financial proposal by a minimum of 3 to 4 weeks i.e. 19th January, 2016 (including Christmas and New Year holidays) from date of issue of "response to pre-bid clarifications" so as to allow the potential bidders to understand	No changes.

			the responses and clarifications sought during the pre-bid meeting and for submission of technically competitive bids.	
2	Section 2.29 Data Sheet item 17	30	<p>Past Experience in work of similar nature:</p> <p>(a) Past experience of similar nature as described in point number 3(d) of the data sheet and as described in scope of work clause 5.2, in terms of number of assignments in India, executed over the last 3 years, each of whose value is above Rs 50 lakhs</p> <p>Query: We understand that the period mentioned for similar assignments carried out in the last three years is very less and restrictive towards indicating relevant project experience. As these are long term projects with typically 1 to 2 years of duration.</p> <p>Therefore, we request you to kindly revise the period to 10 years.</p>	Please see S.No. 28
3	Section	76	Suspension	No changes in the clause.

	6.2.2.6		Query: We request you to add the following line in the end, "It is agreed between the parties that in case this agreement is suspended due to reasons not attributable to the Consultant, in that event the Consultant shall be entitled for time extension and to receive payments for all the expenses and costs incurred by it during the period of such suspension from the client."	
4	Section 6.2.2.7	76	Termination Query: We request you to add the following line in the end, "Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations."	No changes in the clause.
5	Section 6.2.3.2	79	Conflict of Interest: "The Agency shall hold Invest India's interests paramount, without any consideration for future work, and strictly avoid	No changes in the clause, self-explanatory.

			<p>conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to Invest India and seek its instructions for compliance”</p> <p>Query: We request you to define the scenarios/examples of conflict of interest for the Agency.</p>	
6	Section 6.2.3.3	79	<p>Confidentiality</p> <p>Query: We request you to add the following in the end of the para, "Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be</p>	<p>The term as per clause 6.2.3.3 should be read as:</p> <p>“6.2.3.3 Confidentiality: Except with the prior written consent of Invest India, the Agency and the Personnel shall not at any time communicate by any means, to any person or entity any confidential information acquired in the course</p>

		<p>treated as confidential and/or proprietary, except to its employees, vendors, subcontractors or other member firms/affiliates. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of</p>	<p>of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution. These obligations on Agency shall be valid for a period of 3 years from the date of termination of this Agreement."</p>
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			this Agreement."	
7	Section 6.2.3.6	79	Reporting Obligations Query: We request you to add the following in the end of the para, "Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside your organization. Client may not rely on any draft Report and EY shall not be required to update its Final Report."	No changes in the clause. All the material produced by the selected agency will be under the branding of Invest India. The agency must add disclaimers, wherever required to mitigate the risks.
8	Section 6.2.3.7	79	Publications, Reports and Documents Prepared by the Agency to be the Property of Invest India	The clause 6.2.3.7 clearly states that only the publications, reports and

			<p>Query: We request you to add the following in the end of the para, "Notwithstanding the above, it is agreed that nothing contained herein above shall be applicable to Consultant's pre-existing materials and working papers (i.e Materials owned by the Consultant which were created and developed prior to this Agreement without direct reference to the deliverables under this Agreement) which may now be incorporated by the Consultant into the final deliverables/reports or the like, supplied to the Client hereunder in the course of delivering the Services pursuant to this Agreement. However, in the event any such pre-existing material is used in the deliverables/reports provided to the Client by the Consultant, the Consultant hereby agrees to grant the Client an irrevocable, non-transferable, non-</p>	<p>documents prepared by the agency for Invest India shall be the property of Invest India. Therefore, it is clear that Invest India is not claiming any right over the consultant's pre-existing materials. In case, consultants uses any such reference material, which belongs to either consultant or third party, agency must ensure not to violate any intellect property rights.</p>
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			exclusive, paid-up, royalty free and perpetual license to use such pre-existing material as it exists in the deliverable/ reports prepared by the Consultant as a part of this Agreement."	
9	Section 6.2.9.2	84	<p>Arbitration</p> <p>Query: It is mentioned that in case of failure of the two arbitrators to appoint the third arbitrator shall result in such third arbitrator to be appointed by 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). It is proposed that such third arbitrator should be appointed as per the rules laid down under Arbitration and Conciliation Act 1996."</p>	<p>The term as per clause 6.2.9.2 may be read as:</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</p>

				<p>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 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</p>
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				<p>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</p>
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				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-enactment thereof, shall apply to these Arbitration proceedings.
10	n/a	n/a	<p>Limitation of Liability</p> <p>Query: We request you to add the following new clause,</p> <p>“Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or</p>	Not accepted.

			not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from EY, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.”	
DTTILP				
11	Section 2.16.1	17	Conflict relationship check should be limited to the engagement team of DTTILP and not the firm.	Agreed, 2.16.1 conflict relationship clause will be applicable on only on the bidding entity.
12	Section 2.27	25	Any additional taxes imposed by the Government during the tenure of the assignment would need to be borne by Invest India	Please refer to clause 6.2.5.2 of draft contract at page no. 80 of the RFP document.
13	Section 2.30 (b)	35	List of employee cannot be provided-self certification should be allowed.	Agreed, self-certification on bidding entity’s letter head will suffice the purpose.

14	Form Tech 2	35	Audited accounts for 2014-15 are not ready; so last 3 years should be allowed.	Last three years are allowed.
15	----	----	All project values >Rs50 lakhs, is too high. Should ask for threshold to be reduced to Rs 25 lakh a more importantly what is similar scope?	Please see S.No. 28
16	Section 5.2.3	61	Resource requirements: Other than TL which is specified to be full-time, time-involvement for others are not spelt out. It is better to fix the minimum time involvement so it results in like to like effort estimates.	Please refer to para 2 under clause 5.2.3 Team structure and resource count — Invest India will prefer Full Time Equivalent (FTE) as the engagement model for this team.
KPMG				
17	Section 5.2.3	61	Invest India will prefer Full Time Equivalent (FTE) as the engagement model for this team. Query: We would like to confirm if Invest India proposes all 9 resources to be deployed full time in Invest India's premises?	All 9 resources will sit in the selected agency's premise. These resources might be required to come to Invest India's office (on a few occasions) for project briefings or joint training.
18	Section 5.3.5 (A.)	63	The team must support Practice Development unit in developing their deliverable. Query: Please clarify what is Practice Development Unit and what kind of deliverables will the Practice Development Unit generate?	"Practice Development Unit" should be read as "Knowledge Management team." Deliverables are elaborated in clause 5.2.2.(Page 57)

19	Section 2.29 (24)	33	<p>Expected Timelines:</p> <p>(i) Preparation of SOP : 0.5 month from signing of contract</p> <p>(ii) Preparation of knowledge base: 2 months from signing of contract</p> <p>(iii) Answering/Resolving queries : 0.5 month from signing of contract</p> <p>Query:</p> <p>We would like to know the details of activities/information required in preparation of SOP and Knowledge Base.</p> <p>Is there an existing database of information that will assist in the preparation of the proposed deliverables?</p> <p>Is there an extended time line covering activities for the full year?</p> <p>And is there flexibility on the expected timelines depending on the quantum of work and information currently available?</p>	<p>SOP (for Query Handling and Knowledge Management). For knowledge base sample deliverables are specified at 5.2.2 (Page 57).</p> <p>Database of information has to be prepared by the Selected Agency. Extended timelines will be finalized in consultation with the selected agency, post bid award.</p>
20	Section 2.29 (11)	29	<p>Training is a specific component of this assignment: Yes</p> <p>Query: We would like Invest India to clarify specific training requirements for this assignment.</p>	<p>Standard industry training should be imparted to resources.</p>

21	Section 2.29 (17. i.a)	30	<p>Past experience of similar nature as described in point number 3(d) of the data sheet and as described in scope of work clause 5.2, in terms of number of assignments in India, executed over the last 3 years, each of whose value is above Rs 50 lakhs</p> <ul style="list-style-type: none"> i. No. assignments >5 and <10 ii. No. of Assignments >11 and <15 iii. No. of Assignments over 16 <p>Query: We would like to confirm that all the 16 assignments have to be of value more than 50 lakhs to score maximum marks.</p>	Please see S.No. 28
22	Section 5.3.5 (A. V)	63	<p>Identification of serious investment queries/good leads and apprising Invest India Investment Facilitation team about the case (Within 24 working hours).</p> <p>Query: We would like to know if an online tool/query management system is available with the department or is required to be developed/proposed/included to carry out the Query Handling and Knowledge Management functions.</p>	Invest India has a dedicated query management tool. The selected agency will be provided with login coordinates to the tool.

23	Section 2.29 (3.e.)	26,27	<p>The bidder must have successfully completed at least 5 projects of similar nature in last 3 years with at least 3 projects having a minimum order value of INR 50 lakh.</p> <p>Query: We would like to know that last three years refers to FY 13-14, FY 14-15 and FY 15-16 or last three years from the date of RFP release 15/12/2015.</p> <p>We would also like to confirm if a self-certification is required confirming the completion of the projects. Also please confirm the criteria/classification of similar nature for the 5 projects to be submitted in order to meet the pre-qualification criteria.</p>	<p>Consider last three years from the date of RFP release 15/12/2015.</p> <p>For understanding on similar nature- Please refer to S.No. 28</p>
24	2.27.3	25	<p>Bid/Contract price shall remain fixed for the entire Contract period.</p> <p>Query: We request that the benefit of any decrease/increase in taxes/ levies during the project should be borne on actuals by Invite India, as the bidder's exercises no control over applicable taxation.</p>	<p>Please refer to the clause 6.2.5.2 at page no. 80 of the RFP.</p>

25	6.2.3.3	79	<p>Confidentiality: Except with the prior written consent of Invest India, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution.</p> <p>Query: We request that:</p> <p>(a) The consultant should be allowed to share the broad scope of this project and the financial value with other clients as experience proof.</p> <p>(b) Confidentiality obligations should exclude information:</p> <ul style="list-style-type: none"> • published or otherwise generally known by relevant segment(s) of the public; or • known by the receiving party before obtaining access to it under this Agreement; or • Provided to the receiving party by a third party not under an obligation of confidence 	Not accepted.
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			<p>benefiting the disclosing party or</p> <ul style="list-style-type: none"> Independently developed by the receiving part without use of the disclosing party confidential information; or Disclosed by the disclosing party to third party without confidentiality obligations comparable to those of this Agreement. 	
26	6.2.11.4	86	<p>Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the Agency herein, in no event shall the aggregate liability of the Agency under this agreement exceed the total cost of services paid to the Agency.</p> <p>Query: We request the Consultant's liability should specifically exclude indirect and consequential damages.</p>	No changes in the clause.
Aranca				
27	Section 5.2.3	61	Are you open for other engagement models besides FTE?	No. Invest India only wants FTE as the engagement model.
28	Section 2.29 Data	17 (i)	All project value of more than INR 50 lakhs is too high. Quality of services should be consider over	The clause 2.29 para 17 in the datasheet on page 3o of the RFP

	sheet		<p>the pricing terms.</p> <p>What is the meaning of similar nature/scope?</p> <p>Should same qualifying project be listed under different heads in point (a), (b) and (c)?</p>	<p>should be read as follows.</p> <p>(i). Past Experience in work of similar nature</p> <p>(a) Past experience of similar nature (described below) as described in point number 3(d) of the data sheet and as described in scope of work clause 5.2, in terms of number of assignments in India, executed over the last 3 years (from the date of release of RFP i.e. 15/12/2015), each of whose value is above Rs 25 lakhs <i>(Total 25 Marks)</i></p> <p><i>1.25 Marks for each assignment</i></p> <p><i>Evidenced by Contract/Work/Engagement orders, indicating details of assignment, client, value of assignment, date of award etc.</i></p> <p>“Similar Nature” projects could be referred as (but not limited to):</p>
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				<ul style="list-style-type: none"> (i) Sector/company/industry/issue-specific/or any other investment-related research pieces (elaborated in section 5.2.2) (ii) Market entry or opportunity assessment studies (with or without execution support) (iii) Legal advisory support (Investment specific), etc. (iv) Investor query handling support (v) Projects could be both with private or government clients. <p>Consider last 3 years from the date of release of RFP. All projects to be evaluated have to be more than INR 25 lakhs in value.</p> <p>Projects could be closed/ or ongoing (awarded at least 3 months prior to 15/12/2015).</p>
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				One type (as defined by scope of work) of qualifying engagement with a client performed over more than one year should be counted only once.
29	Section 2.29 Datasheet (17 ii)	30	Invest India should ask for a list of shadow resources that will compensate for the 9 dedicated resources (which will be marked in the datasheet 2.29 para 17 (ii)) in case of long leaves or attrition, etc.	<p>Invest India doesn't want resumes of shadow employees in the proposal.</p> <p>In case of long leaves or attrition of the 9 candidates, Invest India will interview the replacements (Selected Agency must provide at least 5 options for each open position).</p> <p>Invest India does not want frequent changes in team structure at least for next 1 year.</p>