CORRIGENDUM TO RFP No. RFP NO: 1	0(68)/2015-BE-I (Vol. I) Date: 05-07-2017
Corrigendum No.1	
As per RFP	Revised Clause
3.1 Pre-Qualification (PQ) / Eligibility Criteria	3.1 Pre-Qualification (PQ) / Eligibility Criteria
Certificate of Incorporation, Copy of PAN, Service Tax Registration Copies of Articles of Association (in case of registered firms), Bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted along with the technical bid.	Certificate of Incorporation, Copy of PAN, Service Tax Registration Copies of Articles of Association (in case of registered firms), Bye laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) should be submitted along with the Pre-qualification proposal.
Corriger	idum No.2
As per RFP	Revised Clause
3.2 Technical evaluation Criteria Government related services and Policy expert a) MBA/PGDBM	3.2 Technical evaluation Criteria Government related services and Policy expert a) MBA/PGDBM/ Post-graduate degree in public policy
Corrigendur	n No.3
As per RFP	Revised Clause
(vii) The price quoted in the Commercial Proposal shall be the only amount payable to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between DIPP, and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.	Clause 2.9.12 (vii) The price quoted in the Commercial Proposal shall be the only amount payable to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between DIPP, and the Bidder after negotiations.
Corrigen	dum No.4
As per RFP	Revised Clause
Clause 3.2 (2) (2.2) (b)	Clause 3.2 (2) (2.2) (b)
Experience of investment promotion projects (2 marks for each project in separate states)	Experience of minimum 7 years investment promotion projects (2 marks for each project in separate states)

Corrigen	dum No.5
As per RFP	Revised Clause
Clause No. 2.6.4: Earnest Money Deposit	
DIPP will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DIPP in regard to the RfP without prejudice to DIPPs any other right or remedy under the following conditions: (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the Standard Form of work order); (ii) If a bidder withdraws its bid during the period of bid validity; (iii) If the bidder fails to sign the contract in accordance with terms and conditions (Only in case of a successful bidder) (iv) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or (v) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to DIPP.	DIPP will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DIPP in regard to the RfP without prejudice to DIPPs any other right or remedy under the following conditions: (i) If an Applicant, according to a court of competent jurisdiction, engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the Standard Form of work order); (ii) If a bidder withdraws its bid during the period of bid validity; (iii) If the bidder fails to sign the contract in accordance with terms and conditions (Only in case of a successful bidder) (iv) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or (v) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to DIPP.
Corriger	ndum No.6
As per RFP	Revised Clause
Clause No.2.6.3 DIPP will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by DIPP. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance in accordance with provision of the RfP and work order.	DIPP will not be liable to pay any interest on Earnest Money Deposit. EMD of Pre-Qualified but unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.
Corrigendum No.7	
As per RFP	Revised Clause

Clause no. 2.8.4: Late Bids

Clause no. 2.9.4(iii)

DIPP reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments. DIPP reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments. However such modification/amendments shall be made before the last date of submission of the bids and the bidders shall be given reasonable time to analyse such modifications/amendments.

Revised Clause

Corrigendum No.8

(iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the DIPP reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the DIPP, including annulment of the Selection Process.

As per RFP

(iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant from the current tendering process. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the DIPP reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the DIPP, including annulment of the Selection Process.

Corrigendum No.9

Clause no.3.1(4) A self-certified letter by the authorized signatory of the bidder that the bidder has not been black listed or has not refused to take up work assigned through competitive process as on the bid submission date by any Central / State Government or its undertakings (Central/State Government and Public Sector) must be submitted on original letter head of the bidder with signature and stamp.

As per RFP

A self-certified letter by the authorized signatory of the bidder that the bidder has not been black listed by any Central / State Government or its undertakings (Central/State Government and Public Sector) at the time of submission of bid or proposal. Must be submitted on original letter head of the bidder with signature and stamp.

Revised Clause

Corrigendum No.10

As per RFP	Revised Clause
Form 6.4:Self-certification of Minimum Eligibility and	Here give a certificate that the Consulting Agency is a
of not being blacklisted	registered firm and has not been black listed by any
Here give a certificate that the Consulting Agency is a registered firm and has not been blacklisted by any	Central / State Government or its undertakings (Central/State Government and Public Sector) at the time of submission of bid or proposal.

Central/ State/ Public Sector undertaking in India.

If at any time it is found out that the Consulting Agency did not had the capabilities as enumerated above, DIPP may put the Consulting Agency in negative list without prejudice to any other civil/criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

Yours sincerely,

Clause No. 3.2.2

Authorized signature
Name and title of signatory

If at any time it is found out that the Consulting Agency did not had the capabilities as enumerated above, DIPP may put the Consulting Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

Yours sincerely,

Authorized signature Name and title of signatory

Corrigendum No.11

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement. For the avoidance of doubt the obligations of the Parties to this Agreement and the SLA are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

As per RFP

Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other statutory bodies having jurisdiction over the area in which the Services are undertaken and which are applicable to the party while provisioning services under the contract provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in Schedule I of this Agreement.

Revised Clause

Corrigendum No.12

The Implementing Agency agrees that, during the
term of this Agreement and after its termination,
the Implementing Agency or any Associate thereof,
as well as any Sub-Contractor and any entity
affiliated with such Sub-Contractor, shall be
disqualified from providing goods, works, services,
loans or equity for any project resulting from or
closely related to the Services or the Project and
any breach of this obligation shall amount to a
Conflict of Interest; provided that the restriction
herein shall not apply after a period of three years

As per RFP

The Implementing Agency agrees that, during the term of this Agreement, the Implementing Agency or any Associate thereof, **as well as any Sub-Contractor (if ventured for this project)** and any entity affiliated with such Sub-Contractor, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services or the Project and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of **one years** from the

Revised Clause

from the completion of this assignment or to consulting assignments or services granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the DIPP in continuation of this Project or to any subsequent Project/ advisory services provided to the DIPP in accordance with the rules of the DIPP. For the avoidance of doubt, an entity affiliated with the System Integrator shall include a partner in the firm of the Implementing Agency or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Implementing Agency, as the case may be, and any Associate thereof.

completion of this assignment or to consulting assignments or services granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/advisory services provided to the DIPP in continuation of this Project or to any subsequent Project/advisory services provided to the DIPP in accordance with the rules of the DIPP. For the avoidance of doubt, an entity affiliated with the System Integrator shall include a partner in the firm of the Implementing Agency or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Implementing Agency, as the case may be, and any Associate thereof.

Corrigen	dum No.13
As per RFP	Revised Clause
Clause No. 3.2.3	
Prohibition of conflicting activities Neither the Implementing Agency nor its Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or (c) At any time, such other activities as have been specified in the RFP as Conflict of Interest	Prohibition of conflicting activities Neither the Implementing Agency nor its Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
Corrigen	dum No.14

Revised clause As per RFP **Clause No. 3.2.6** Without prejudice to the rights of the DIPP under Without prejudice to the rights of the DIPP under Clause 3.2.5 above and the other rights and remedies Clause 3.2.5 above and the other rights and remedies which the DIPP may have under this Agreement, if the which the DIPP may have under this Agreement, if the Implementing Agency is found by the DIPP to have Implementing Agency is found by a court of competent directly or indirectly or through an agent, engaged or jurisdiction to have directly or indirectly or through an indulged in any Prohibited Practices, during the agent, engaged or indulged in any Prohibited Practices, Selection Process or before or after the execution of during the Selection Process or before or after the this Agreement, the Implementing Agency shall not execution of this Agreement, the Implementing Agency be eligible to participate in any tender or RFP issued shall not be eligible to participate in any tender or RFP during a period of 2 (two) years from the date the issued during a period of 2 (two) years from the date the Implementing Agency is found by the DIPP to have Implementing Agency is found by the DIPP to have directly or indirectly or through an agent, engaged or directly or indirectly or through an agent, engaged or

indulged in any Prohibited Practices.	indulged in any Prohibited Practices.	
Corrigen	dum No.15	
As per RFP	Revised clause	
Clause No. 3.4.3		
The Parties hereto agree that in case of negligence or willful misconduct on the part of the Implementing Agency or on the part of any person or firm acting on behalf of the Implementing Agency in carrying out the Services, The Project, the Implementing Agency, with respect to damage caused to the DIPP's property, shall not be liable to the DIPP: i. For any indirect or consequential loss or damage; and ii. For any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement	The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Implementing Agency or on the part of any person or firm acting on behalf of the Implementing Agency in carrying out the Services, The Project, the Implementing Agency, with respect to damage caused to the DIPP's property, shall not be liable to the DIPP: i. For any indirect or consequential loss or damage; and ii. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of Bidder under this Agreement, shall not exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement during the three months preceding the date of such claim.	
Corrigen	Corrigendum No.16	
As per RFP	Revised clause	
Form 6.8- Project Citation Format Second row under General Information		
DIPP for which the project was executed	Client for which the project was executed	
Corrigen	dum No.17	
As per RFP	Revised clause	
Point No. 10- Form 6.1- Pre-Qualification Proposal Submission Form & Compliance Sheet Page 39 10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.	We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Partners / Senior Directors / Managers/employees who would be working on the proposed assignment under this agreement/RFP	
Corrigen	dum No.18	
As per RFP	Revised Clause	
3.1 Pre-Qualification (PQ) / Eligibility Criteria, Serial		

No. 2

The bidder should have a minimum average annual turnover of minimum INR 15 crore over the last three audited financial years (FY 2014-15, FY 2015-16, FY 2016-17) from Consultancy Services.

Opening of Financial bids

The bidder should have a minimum average annual turnover of minimum INR 15 crore over the last three audited financial years from Consultancy Services.

2014-15, FY 2015-16, FY 2016-17) from Consultancy Services.		
Corrigen	dum No.19	
As per RFP	Revised Clause	
3.2 Technical evaluation Criteria, serial no. 1.1		
The bidder must be operating in India for the last five years ending 31st March 2017, with an annual turnover of	The bidder must be operating in India for the last five years and over the last three audited financial years have average annual turnover of	
Corrigendum No.20		
As per RFP	Revised Clause	
Page No. 23, 3.2 Technical Evaluation Criteria – 2.1 Project Director 2.1(b) Should have at international experience of Supporting government transformation	2.1(b) Should have at National/international experience of Supporting government transformation	
Corrigen	Corrigendum No.21	
As per RFP	Revised Clause	
7 to po	Reviseu Gause	
3.2 Technical evaluation Criteria	Revised clause	
3.2 Technical evaluation Criteria 2.4 ICT Expert a) B Tech/ B.E and MBA/ MCA (preferably in Systems/IT) from a premier institute) with min 5 yr experience b) Experience of ICT enablement and IT automation	2.4 ICT Expert a) B Tech/ B.E and MBA/ MCA (preferably in Systems/IT) from a premier institute) with min 8 yr experience b) Experience of ICT enablement and IT automation	
3.2 Technical evaluation Criteria 2.4 ICT Expert a) B Tech/ B.E and MBA/ MCA (preferably in Systems/IT) from a premier institute) with min 5 yr experience b) Experience of ICT enablement and IT automation	2.4 ICT Expert a) B Tech/ B.E and MBA/ MCA (preferably in Systems/IT) from a premier institute) with min 8 yr experience b) Experience of ICT enablement and IT	
3.2 Technical evaluation Criteria 2.4 ICT Expert a) B Tech/ B.E and MBA/ MCA (preferably in Systems/IT) from a premier institute) with min 5 yr experience b) Experience of ICT enablement and IT automation	2.4 ICT Expert a) B Tech/ B.E and MBA/ MCA (preferably in Systems/IT) from a premier institute) with min 8 yr experience b) Experience of ICT enablement and IT automation	

21.08.2017 at 11:00 AM

Opening of Financial Bids: 23.08.2017 at 03:00 PM