

**Minutes of Pre-Bid Meeting held through Video Conferencing (ZOOM Meeting) on 25<sup>th</sup> March 2020 at 11:00 hrs regarding Tender ID No. 2020\_DIPP\_552447\_1 dated 16<sup>th</sup> March 2020 for appointment of Consultancy Agency for Startups for DPIIT.**

A pre-bid Meeting was convened through Video Conferencing (ZOOM Meeting) on 25<sup>th</sup> March 2020 at 11:00 hrs regarding Tender ID No. 2020\_DIPP\_552447\_1 dated 16<sup>th</sup> March 2020 for appointment of Consultancy Agency for Startups for DPIIT. Ms Shruti Singh Director has presided over the Meeting. The list of attendees of the meeting is annexed at Annexure 1.

- 2) Ms. Shruti Singh welcomed the attendees and informed that the pre-bid meeting is being convened through video conferencing in view of health advisories of the government due to covid-19 situation in the country. She informed that the Minutes of the meeting shall be posted on the official website of DPIIT.
- 3) Representatives of the various agencies participated in the discussion, sought clarifications and made suggestions for consideration of the Department.
- 4) Details of deliberations are attached at Annexure – 2

Annexure - 1

1. Ms. Shruti Singh, Director, DPIIT
2. Mr. L. Madan Kumar Reddy, Under Secretary, DPIIT
3. Ms. Diksha Nigam, Assistant Manager, Startup India
4. Representatives of PricewaterhouseCoopers Pvt. Ltd.
5. Representatives of Ernst & Young LLP
6. Representatives of Grant Thornton India
7. Representatives of KPMG
8. Representatives of Praxis Global Alliance

## Annexure-2

S. No.	Para	Clause	Query	Reply
<b>KPMG</b>				
1	2.6.5	Approach & Methodology (including technical presentation)	We request you to confirm that the Approach & Methodology shall be submitted as part of Technical Presentation only.	In addition to Technical presentation, Proposed Methodology and understanding of the Project be given in Form 3J
2	2.6.6	The final selection of the consultant would be based on QCBS (Quality-Cum Cost Based Methodology). The technical score would be calculated for each applicant by the client and all the applicants who get at least 60 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 60 out of 100 would not be considered for the financial evaluation. The financial score would be calculated through a	Given the importance of technical qualification, experience and expertise of the consulting agency required to successfully executive such an engagement, we believe that it is important to provide much more weightage to the quality aspect of the selection process. Therefore, we request that the final selection should be based on technical to financial score ratio of 80:20.	There will be no changes to this clause

		normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 70:30. The applicant with the highest weighted score would be awarded the contract.		
3	Form 3D (Page 24)	Please provide experience of the registered firm/ company/ partnership who is applying (do not share experience of sister companies/ subsidiaries)	We understand that experiences from member firms of the same global brand/ group shall be duly considered. This is important for consulting organizations to demonstrate their global credentials. Member firms are part of the same global group company and demonstrate same values and code of conduct. Therefore, we request your office to duly consider credentials of member firms of the same global brand/ parent organization.	There will be no changes to this clause
4	Form 4B	Summary of Costs	We understand that the Service Tax here shall be read as Integrated Goods & Service Tax ('IGST') and an applicable flat rate of 18% shall be levied to compute total cost.	Service Tax here shall be read as Integrated Goods & Service Tax (IGST) and will be applicable as per the Government norms.

			<p>Furthermore, we request your office to confirm that there is no BoQ or any other format in which the financials have to be submitted.</p> <p>We also understand that financial evaluation shall be based upon the total cost of financial proposal (i.e. including any taxes as may be applicable).</p>	<p>proposal be submitted as per the standard Financial proposal submission forms prescribed in RFP.</p> <p>The Financial evaluation shall be based on the total cost of the proposal including any taxes as may be applicable.</p>
5	3.6	<p>Payments to the consulting agency: The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. Payment would be made on equal instalments on quarterly basis subject to satisfactory completion of work in the quarter. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills (if required) as well as</p>	<p>We understand that submission of quarterly report to DPIIT shall be considered deemed acceptance and the payment shall be made within stipulated timeframe. We request your office to further clarify on the timeframe within which payment shall be duly made to the consulting agency</p>	<p>Payment shall be made at the earliest, in consultation with Internal Finance division of DPIIT, after satisfactory completion of work during the quarter and submission of invoices with complete details.</p>

		copies of the work/ material / produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.		
6	Section 6	Payments to the consulting agency	We request your office to also provide clarity on reimbursement of Out-of-Pocket ('OPEs') expenses with respect to approval matrix, scope (what shall be considered as OPEs and what shall be excluded from it), timeline for acceptance and reimbursements, etc.	Details have been mentioned in Para 2.4.7 of RFP and there will be no changes to this clause.
7	-	Travel Reimbursement	Please clarify if the consultants be reimbursed for travel related to project requirements?	Details have been mentioned in Para 2.4.7 of RFP and there will be no changes to this clause.
<b>PricewaterhouseCoopers Pvt. Ltd.</b>				
8	3.9	If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the	We request LD should be imposed if solely attributable to the selected consultant and should be tightly aligned to a well laid consultative process and ascertaining the cause of the delay in question	There will be no changes to this clause

		agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.		
9	3.9	If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.	We request that the overall penalty be limited to maximum 10% of the overall fees payable to the selected consultant	There will be no changes to this clause

10	-	-	<p>We request that the following clause on liability be added in the work order:  Overall liability of the selected consultant under the engagement does not exceed the fees paid to us hereunder without any exceptions. Also, the selected consultant will not be liable for indirect/consequential losses of any nature whatsoever.</p>	<p>Appropriate clauses have already been included in the work order and There will be no changes.</p>
11	2.6.6	<p>Bidder, whose bids are responsive, based on minimum qualification criteria and score atleast 60 marks from the technical qualification criteria would be considered technically qualified</p>	<p>Bidder, whose bids are responsive, based on minimum qualification criteria and score atleast 80 marks from the technical qualification criteria would be considered technically qualified</p>	<p>There will be no changes to this clause</p>
12	2.12		<p>In wake of the evolving situation w.r.t. Covid 19 and measures India is taking to stop the spread of the same, we would request the dates to be revised to:</p> <ul style="list-style-type: none"> <li>- Proposal due date: 7th May 2020</li> <li>- Opening of pre-qualification proposal: 8th May 2020</li> <li>- Presentation by applicants meeting the pre-qualification criteria: 14th May 2020</li> </ul>	<p>Revision of dates ,if any ,will be duly notified through Central Procurement Portal and official Web site of DPIIT.</p>



13	2.6.5	Project Leader: Minimum work experience – 8 years	We would request that this clause be revised to: Minimum work experience – 7 years	There will be no changes to this clause
14	2.6.5	Project Associates: Minimum work experience – 4 years	We would request that this clause be revised to: Minimum work experience – 2 to 3 years	There will be no changes to this clause
15	Section 6	-	We request that the following clause be added: Payment to the consulting agency will be made on a quarterly basis upon submission of bills, progress reports as per the guidelines mentioned in the work order	Appropriate clauses have already been included in the work order and There will be no changes.
16	2.6.5	The team along with the project manager shall be stationed at DPIIT during the contract period	We would request that the following be revised to: The project leader and project associates will be stationed at DPIIT during the contract period	There will be no changes to this clause
17	2.6.5	<ul style="list-style-type: none"> <li>– Project Director   Minimum work experience 15 years holding C-level management/ executive position   Post graduate degree in Information and Technology (Technology and Strategy)</li> <li>– Project Manager   Minimum work experience 12 years  </li> </ul>	<p>We would request that the project team be revised to:</p> <ul style="list-style-type: none"> <li>– Project Director   Minimum work experience 15 years holding C-level management/ executive position   Post graduate degree in Information Technology</li> <li>– Project Manager   Minimum work experience 13 years   MBA or equivalent</li> </ul>	There will be no changes to this clause

		<p>MBA or equivalent</p> <ul style="list-style-type: none"> <li>– Project Leader   Minimum work experience 8 years   MBA or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>– Project Leader   Minimum work experience 7 years   MBA or equivalent</li> </ul> <p>Project Associates (3 associates)   Minimum work experience 2 years   Post-graduate</p>	
<b>Grant Thornton India LLP</b>				
18	2.6.4	<p>The Consulting Agency must have a cumulative revenue from consulting services and related activities of Rs. 500 crore and above in the last three financial years (2016-17, 2017-18 and 2018-19). (A certificate from Chartered Accountant should be submitted).</p>	<p>We hereby request the department to kindly clarify and confirm whether the given criteria is asking for a “Cumulative Revenue” (i.e adding the annual turnover of FY 2016-17, 2017-18 and 2018-19) from consulting services and related activities of Rs. 500 crore and above</p>	<p>“Cumulative Revenue” (i.e adding the annual turnover of FY 2016-17, 2017-18 and 2018-19) from consulting services and related activities should be Rs. 500 crore and above</p>
19	2.6.5	<p>Experience of designing and executing initiatives to promote start-ups/innovations on behalf of Central Govt./State Govts/Central Govt Agencies/State Govt. Agencies (Maximum Marks – 20)</p> <p><u>Marking Criteria</u></p> <p>1 Assignment – 5 marks 2 Assignments – 10 marks 3 Assignments – 15 marks 4 Assignment – 20 marks</p>	<p>We hereby request the department to kindly modify the given clause as follows:</p> <p>Experience of designing and executing initiatives to promote start-ups/innovations on behalf of Central Govt./State Govts/Central Govt Agencies/State Govt. Agencies/<b>Donor Agencies</b> (Maximum Marks – 20)</p> <p><u>Marking Criteria</u></p>	<p>There will be no changes to this clause</p>

			<p>1 Assignment – 5 marks  2 Assignments – 10 marks  3 Assignments – 20 marks</p>	
20	-	-	<p>We hereby request the department to kindly add the given clause:  "Confidentiality obligations set forth above shall not be applicable when disclosure is required under any law or pursuant to a direction from any legal or regulatory authority or mandated by a judicial order"  We hereby inform the department that Confidentiality should include a compelled/legal disclosure clause as given below:  "In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to</p>	<p>Appropriate clauses have already been included in the work order and There will be no changes.</p>

			enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed”	
21	-	-	<p>We hereby inform the <b>department that the Service Provider must also have the right to terminate the Agreement:</b></p> <p>i) In the event of non-payment of fees In the event that Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry fails to abide by the terms of this Agreement.</p>	Appropriate clauses have already been included in the work order and There will be no changes.
22	-	-	<p><b>We hereby request the department to kindly add the given clause:</b></p> <p>"Under no circumstances shall the liability of the Consultant if any, exceed the amount of fee received for services under this Agreement"</p>	Appropriate clauses have already been included in the work order and There will be no changes.

23	-	-	<p><b>We hereby request the department to kindly add the given clause as follows:</b></p> <p>The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, <b>and to have such accounts and records audited by auditors appointed by the Client</b></p>	<p>Appropriate clauses have already been included in the work order and There will be no changes.</p>
24	-	-	<p><b>We hereby request the department to kindly add the given clause:</b></p> <p>"In no event shall the aggregate liability of the Consultant, its partners, directors, consultants, employees, agents, affiliates and other personnel for damage exceed the amount of the fees that the Consultant has received in connection with this Agreement"</p>	<p>Appropriate clauses have already been included in the work order and There will be no changes.</p>
25	-	-	<p><b>We hereby request the department to kindly add the given clause:</b></p> <p><b>Intellectual Property Rights:</b> The agency shall at all times indemnify</p>	<p>Appropriate clauses have already been included in the work order and There will be no changes.</p>

			and keep indemnified Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. In addition, the firm should be permitted to use the IPRs in its deliverables for its purposes post the completion of the project.	
26	-	-	<p><b>We hereby request the department to kindly add the given clause:</b></p> <p><b>Indemnification:</b> The Service Provider shall indemnify the Client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the Client. In such case all the costs and expenses incurred by the client are recoverable from the Service Provider.</p> <p>Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry must also indemnify the Service Provider for</p>	Appropriate clauses have already been included in the work order and There will be no changes.

			<p>losses/damages suffered:</p> <p>(i) Due to any third-party claims</p> <p>(ii) Due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.</p>	
27	-	-	<p><b>We hereby request the department to kindly add the given clause:</b></p> <p><b>The Service provider should be permitted to retain copies of all documents and other information as it may be required for legal or professional regulatory purposes. Further it should be permitted to use the deliverables for its own purposes.</b></p> <p><b>Retention of Copies:</b> The Service Provider may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns or has the right to use in performing the services. Notwithstanding the delivery of any reports, the agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any</p>	<p>Appropriate clauses have already been included in the work order and There will be no changes.</p>

			working papers compiled in connection with the services”	
28	-	-	<b>No Duty of Care towards Third Parties:</b> The Service Provider will not accept any responsibility for Duty of Care towards the Third Party	Appropriate clauses have already been included in the work order and There will be no changes.
<b>Praxis Global Alliance</b>				
29	-	-	we would like to request the DPIIT to relax the proposed criterion on previous Government work and turnover requirements as this would not only limit the participation to a few firms with a large turnover but disallow growing and credible firms such as us to participate. <b>This is a tremendous opportunity for DPIIT to truly support and encourage the fast-growing, profitable startups like ours and create role models for the broader ecosystem.</b> While we don't request concessions against other firms in the RFP, we would want to participate and showcase what we have done and aim to do for the ecosystem.	There will be no changes to this clause
<b>Ernst &amp; Young LLP</b>				
30	2.6.5	Team Experience	Given it is a PMU assignment, we	There will be no changes to



			suggest that the criteria include point on the individual team members to have been with the consulting agency for a period of more than 12 months to ensure the team members have requisite experience of consulting in a PMU setup.	this clause
31	4.1.3	“Indemnity: The consulting Agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses...”	We would request to remove this clause as EY has a professional indemnity insurance. This is not required.	Appropriate clauses have already been included in the work order and There will be no changes.
32	3.7	Settlement of Disputes	It is suggested that a clause on arbitration may be added where in case of disputes the matter may be taken to arbitration chosen mutually by the firm and DPIIT.	Appropriate clauses have already been included in the work order and There will be no changes.
33	3.9	If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue	As this is PMU engagement and deliverables will be mutually decided with DPIIT at a later stage. Therefore, we suggest modifying this clause as follows: “Liquidity damages should be applicable at the rate of 0.05% of the	There will be no changes to this clause

		delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.	contract value for every 14 days delay subject to a maximum of 10% of the contract value. “	
34	3.6	Advance payment will not be considered.	As this is a long-term PMU engagement and will require a large team of consultants at the onset, a mobilization advance of 10% of contract value may be included in the payment terms.	Advance payment will not be considered.
35	Form 4B	Summary of Costs	There is a provision for extension of the engagement for up to 2 years. An increase in costs for extension of 2 years on the basis of the cost quoted for the third (last year) of engagement may be accepted.	There will be no changes to this clause. Extension will be given with consent of the Consultant agency
36	2.6.5, S.no.B.1	Project Director: <ul style="list-style-type: none"> <li>• Minimum qualification- post</li> </ul>	Project Director’s roles and responsibilities as per RFP are focused around client engagement &	There will be no changes to this clause

		<p>graduate degree in Information and Technology (Technology and Strategy)</p> <ul style="list-style-type: none"> <li>• Minimum work experience-minimum of 15 years holding C-level management/executive position</li> </ul>	<p>management and overall engagement guidance. Moreover, Project Director's 15 years of experience is more important than his/ her qualification obtained 15 years back. Hence, post-graduation degree in IT does not hold much alignment with given scope the project.</p> <p>DPIIT is hereby requested to amend the clause as following: Minimum qualification-post graduate degree.</p>	
37	2.6.5, S.no.B.3	<p>Project Leader:</p> <ul style="list-style-type: none"> <li>• Must have experience in managing PMU for flagship program of Central Govt</li> <li>• Must have had experience in managing startup engagements with Central govt./State Govt./PSUs/Corporates</li> <li>• Must have experience of managing global Central Govt. Outreach events</li> </ul>	<p>For Project Leader, qualifications like M.Tech, or MCA maybe more relevant along with experience in managing State Government project and global outreach events, which would be more aligned with given scope the project.</p> <p>DPIIT is hereby requested to amend the clause as following: Minimum qualification-post graduate degree preferably M.Tech or MCA with experience in managing State Government project and global outreach events.</p>	There will be no changes to this clause
38	Section 2, Point 4	Undertake the State Startup ranking exercise in every year by	State Startup Ranking exercise is not mentioned in section 5: Terms of Reference, of the RFP.	The consultant agency should assist DPIIT in successfully running the

		<p>coordinating with States and other relevant ecosystem stakeholders.</p>	<p>With respect to this clause, DPIIT is requested to clarify that the Consultant Agency will not have any role in the State Startup Ranking exercise. If a role is envisaged, DPIIT is requested to include it in the scope, increase the team size and clarify that there will be no conflict of interest for the consulting agency in undertaking the same since, the Consulting Agency might be working with the State Governments on the State Startup Ranking exercise.</p>	<p>Startup India initiative and ensuring growth of Startup ecosystem in the country. Annual State Startup ranking exercise is thus included in the scope of work.</p>
39	2.11.3	<p>It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and</p>	<p>As per normal industry Practise and standard RFP terms/conditions by GOI regarding similar bids, bidders have right to legal recourse if they feel aggrieved. Such a clause is not in conformity with law and is against the principles enlisted in the Constitution of the country.</p> <p>To uphold the principles of natural justice, we request DPIIT to reconsider this and delete this provision.</p> <p>These clauses to be deleted.</p>	<p>Appropriate clauses have already been included in the work order.</p>

		waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.		
40	2.6.4	The Consulting Agency must have a cumulative revenue from consulting services and related activities of Rs. 500 crore and above in the last three financial years (2016-17, 2017-18 and 2018-19). (A certificate from Chartered Accountant should be submitted).	<p>Considering the nature of the project, only turnover on relevant consulting services and related activities should be included, excluding revenues from services like Tax, Audit and Assurance.</p> <p><b><i>Precedence: Invest India RFP for Selection of Agency for Accelerating Investment in India dated 11 July 2019</i></b>  <a href="https://www.investindia.gov.in/request-for-proposal">https://www.investindia.gov.in/request-for-proposal</a> ) :</p> <p><b><i>Clause 2.29 S.No 4, page 27-28</i></b>  DPIIT is hereby requested to amend the clause as following: The Consulting Agency must have a cumulative revenue from <b>relevant</b> consulting services and related activities <b>(excluding revenues from services like Tax, Audit and Assurance)</b> of Rs. 500 crore and above in the last three financial years (2016-17, 2017-</p>	<p>There will be no changes to this clause</p> <p>“Cumulative Revenue” (i.e adding the annual turnover of FY 2016-17, 2017-18 and 2018-19) from consulting services and related activities should be Rs. 500 crore and above</p>

			<p>18 and 2018-19). (A certificate from Chartered Accountant should be submitted).</p> <p>The same may also be reflected in the respective form.</p>	
41	Form 4B	<p>For Financial Evaluation, the total fee for the period will be considered. This Fixed Annual Fee will cover costs/expenses of the Consulting Agency for undertaking work as detailed in the Scope of Work.</p>	<p>Since total fee will be considered, either fee quote breakup for 3 years should be removed or financial spread across the 3 years be given weightage for each year to do fair comparison across the bidders.</p> <p>The suggestion (weightage for each year) may be reflected in the respective <b>Form 4B: Summary of Costs</b></p>	<p>There will be no changes to this clause</p>
42	3.6.2	<p>The agency shall submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. Payment would be made on equal instalments on quarterly basis subject to satisfactory completion of work in the quarter. The invoices should be submitted along with complete details of the</p>	<p>The timeline of payment to the consulting agency by DPIIT is not specified in detail.</p> <p>DPIIT is hereby requested to amend the clause as following: "The agency shall submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. Payment would be made on equal instalments on quarterly basis subject to</p>	<p>Payment shall be made at the earliest, in consultation with Internal Finance division of DPIIT, after satisfactory completion of work during the quarter and submission of invoices with complete details.</p>

		<p>work undertaken during the quarter, supporting documents and bills (if required) as well as copies of the work/ material/ produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.</p>	<p>satisfactory completion of work, <b>within 15 working days from the date of submission of invoices and other requisite documents by the consulting agency.</b> The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills (if required) as well as copies of the work/ material/ produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.</p>	
43	2.11.4	<p>All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of client. Applicants and the Consulting Agency, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by</p>	<p>The ownership of the information furnished in the proposal by the respective applicant must also remain with the applicant in the case where the applicant is not selected as the Consulting Firm for the project.</p> <p>DPIIT is hereby requested to amend the clause as following: 'All documents and other information provided by Client or submitted by <b>the successful</b> Applicant to Client shall remain or become the property of the client. <b>The successful</b> Applicants and the</p>	<p>There will be no changes to this clause</p>

		<p>the Applicant to Client in relation to the assignment shall be the property of Client.</p>	<p>Consulting Agency, as the case may be, are to treat all information as strictly confidential. Client will not return any proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the <b>successful</b> Applicant to Client in relation to the assignment shall be the property of Client.</p>	
4.1.8.1	<p>Penalty: The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department, the selected agency will have to come up with a solution within a given timeframe failing which 20% will be deducted from the amount payable. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on case to case basis.</p> <p>4.1.8.2 Any dispute regarding penalty shall be handled as per dispute settlement provision.</p>	<p>Considering the general practice, it is suggested that penalty amount be 10% of the payable amount instead of 20% of the payable amount.</p> <p>DPIIT is hereby requested to amend the clause as following: “The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department, the selected agency will have to come up with a solution within a given timeframe failing which <b>10%</b> will be deducted from the amount payable. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on case to case basis”.</p>	<p>There will be no changes to this clause</p>	



44	3.4.5	<p>Liability of the Consulting Agency: Subject to additional provisions, if any, in this work order the Consulting Agency's liability under this Work order shall be as provided by the Applicable Law.</p>	<p>Current liability of the Consulting Agency is not defined in the contract. It should not be more than the project cost.</p> <p><b><i>Precedence: Invest India RFP for Selection of Agency for Accelerating Investment in India dated:11 July 2019;</i></b>  <a href="https://www.investindia.gov.in/request-for-proposal">https://www.investindia.gov.in/request-for-proposal</a>) :  <b><i>Clause 6.2.11.4 page 91</i></b></p> <p>Liability of the Consulting Agency: Subject to additional provisions, if any, in this work order the Consulting Agency's liability under this Work order shall be as provided by the Applicable Law <b>and will not be more than the project cost.</b></p>	There will be no changes to this clause
45	Form 3A: Pre-Qualification Proposal Submission Form	<p>11.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.</p>	<p>Larger firms, which operate across multiple geographies, work across multiple service lines and employ thousands of employees in India are regularly scrutinized by various regulatory authorities. Some of these engagements do go through regulatory scrutiny and investigation. Such teams are separate from the advisory and</p>	There will be no changes to this clause

			<p>transaction practices of the firms and are independently managed by separate Partners. The current clause does not differentiate between such practices and seems to be applicable to the entire firm. Many of these investigations might also be civil/minor (traffic challan etc.) in nature under personal capacity of the employees. Therefore, it would difficult to certify as this might involve disclosing confidential information of employees.</p> <p>This clause should be limited to only concerned team/ Authorized signatory bidding for this proposal and not entire firm.</p> <p>These clauses to be deleted.</p>	
46	Form 3A: Pre-Qualification Proposal Submission Form	12.We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consulting Agency or in connection with the selection	<p>To uphold the principles of natural justice,</p> <p>we request DPIIT to reconsider this and delete this provision.</p> <p>These clauses to be deleted.</p>	Consulting agency will be selected as per the procedure stipulated in RFP.

		process itself in respect of the above mentioned Project.		
47	4.1.6	<p>Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage</p>	<p>The Professional Liability Insurance period should be only be till the duration of the project instead of 'one year beyond completion of Services commencing from the Effective Date', as mentioned.</p> <p>Point (ii) of the clause does not mention the exact amount. (the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of <b>[insert amount and currency]</b>)</p> <p>Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such</p>	<p>Professional Liability Insurance: Consulting Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consulting Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to</p>

		of [insert amount and currency].	<p>policies in India, <b>for a period covering the duration of the project from the Effective Date of commencing</b>, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the Consulting Agency may be entitled to receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].</p>	<p>receive from any insurance maintained by the Consulting Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of the total fees being received by the professional agency</p>
48	4.1.7.1 Performance security	<p>The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order in the form set out in this work order, in an amount</p>	<p>The Performance Security of 10% of the total cost of the Financial Proposal would be disproportionate w.r.t first and second year fee inflows. It should be equal to 10% of the annual cost (not the total cost) of the project.</p> <p>DPIIT is hereby requested to amend the clause as following: 'The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the Client a legal, valid and enforceable</p>	<p>There will be no changes to this clause</p>

		<p>equal 10 (Ten) percent of the total cost of Financial Proposal under this Assignment. Further, , in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 10 (Ten) percent of the total cost of Financial Proposal under this Assignment.</p>	<p>Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order in the form set out in this work order, in an amount equal 10 (Ten) percent of the <b>annual</b> cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 10 (Ten) percent of the total cost of Financial Proposal under this Assignment.</p>	
49	2.1.8 Termination of Assignment:	<p>Client will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the Client will reimburse all the expenses</p>	<p>The Consulting Agency may terminate this Agreement, or any particular Services, immediately upon written notice to the Client if the Consulting Agency reasonably determines that it can no longer provide the Services in</p>	<p>There will be no changes to this clause</p>

		incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.	accordance with applicable law or professional obligations.	
	-	-	<p><b>Addition of a Clause:</b></p> <p>3.6 Payments to the Consulting agency: Considering the fact that firm-wide compensation and cost structure increases by about 10% annually, it is request that increment of 10% per year be considered in case of extension of the project after 3 years.</p>	There will be no changes to this clause. Extension will be given with consent of the Consultant agency.
50	-	-	<p><b>Addition of a Clause:</b></p> <p>The Client shall not recover from the Consulting Agency, 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</p>	Appropriate clauses have already been included in the work order

			<p>arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consulting Agency, in contract or tort, 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</p>	
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