

**CORRIGENDUM / CLARIFICATION TO RFP NO <IP / R&D / 1687 / 2022>**

S.No	Page	Section	Clause	Existing	Proposed / Clarification	Reponse from Authority
1	11	1	1.10.3	<p>The Applicant shall prepare two copies of the proposal (one clearly marked as "ORIGINAL" and the other as "COPY") to be submitted to the Authority along with soft copy (CD/DVD/Pen drive) of the Technical Proposal</p> <p>Additional Reference Clause - 1.10.9   Page No. 12: The Applicants are advised in their own interest to ensure that completed Proposals reaches the office of Authority at the address mentioned well before the dates and time stipulated in the document. Proposals submitted through Speed post/ Courier/ Hand delivered shall be accepted. Proposals submitted through Telex / Telegraphic / Fax / email will not be considered and summarily rejected. Proposals received after the date and time stipulated in this RFP shall not be considered and shall be summarily rejected. Any proposal received after the closing time for submission of proposals shall be returned unopened. The Authority shall not be responsible for delayed receipt of Proposals.</p>	<p>Kindly request the authority to consider Email as another medium of communication for submission of soft copy of the Technical Proposal along with 2 physical copies, which is, Original and Copy. In addition, PwC India would require all the Email ID's to be marked for official communication medium.</p>	<p>The Authority agrees to receive the softcopy by email. The softcopy by email has to be password protected and the password has to be shared with the Authority by email only after 03:00pm on the proposal due date.</p>
2	21	2	12	<b>Proposal Due Date (PDD) is 21 Dec 22</b>	<p>Considering the statutory auditor certificate will require considerable amount of time, can the submission deadline be extended? Alternatively, can we submit the statutory auditor certificates post the proposal due date of 21st Dec 2022, as and when they are available (on or before 27th Jan 2023)?</p>	<p>The Authority agrees to accept technical proposal with a self-certification by the applicant by the proposal due date. The Applicant has to submit the certification by the statutory auditor for the same before 03:00pm on 06-Jan-2023. The technical proposal of the applicant who does not provide the certification by the statutory auditor before 03:00pm on 06-Jan-2023 will be considered as non-responsive.</p>
3	21	2	12	<b>Proposal Due Date (PDD) is 21 Dec 22</b>	<p>Considering that the RFP is a bespoke one with very specific CV requirements, it is requested that the PDD be extended by 15 days to 4th January, 2023</p>	<p>The Authority agrees to extend the proposal due date to on or before 03:00pm on 23-Dec-2022.</p>
4	21	2	12	<b>Proposal Due Date (PDD) is 21 Dec 22</b>	<p>As per the RFP the due date is 21st Dec. As our offices are shut after Dec 20, due to the holiday season, request you for an extension by 3 weeks to Jan 10th for submission.</p>	<p>The Authority agrees to extend the proposal due date to on or before 03:00pm on 23-Dec-2022.</p>

5	21	2	15	<p>All Applicants shall have their core line of business as advising and supporting Global Enterprises / Companies in setting up their Global Capability Centers (GCCs) / R&amp;D Centers / Centers of Excellence, with at least 50% of their revenue coming from this line of business</p>	<p>1. Deloitte is involved in advising organizations across multiple sectors including GCCs and the revenue contribution of GCC / R&amp;D/ COE setup consulting might not be 50% of total. We suggest amending the minimum requirement clause to a specified amount of revenue from GCC / R&amp;D / COE setup consulting as minimum qualification criteria.</p> <p>2. Additionally, certificate from statutory auditor on the sector- wise breakup of revenue might require a long time. Is it okay to provide self-certified segment revenue statements?</p>	<p>The Authority agrees to amend the Clause as follows "All applicants shall have a minimum average turnover of INR 50 Crores for the last three financial years from advising and supporting Global Enterprises / Companies in setting up their Global Capability Centers (GCCs) / R&amp;D Centers / Centers of Excellence."</p>
6	21	2	15a	<p>a. All Applicants shall have their core line of business as advising and supporting Global Enterprises / Companies in setting up their Global Capability Centres (GCCs) / R&amp;D Centres / Centres of Excellence, with at least 50% of their revenue coming from this line of business.</p>	<p>Criteria of 50% of revenues from advising and supporting Global Enterprises / Companies in setting up their Global Capability Centres (GCCs) / R&amp;D Centres/ Centres of Excellence is restrictive. Also, it is not practical to carve out revenues from specific assignments. Hence, kindly remove the requirement of 50% revenues from similar work.</p>	<p>The Authority agrees to amend the Clause as follows "All applicants shall have a minimum average turnover of INR 50 Crores for the last three financial years from advising and supporting Global Enterprises / Companies in setting up their Global Capability Centers (GCCs) / R&amp;D Centers / Centers of Excellence."</p>
7	21	2	15a	<p>a. All Applicants shall have their core line of business as advising and supporting Global Enterprises / Companies in setting up their Global Capability Centres (GCCs) / R&amp;D Centres / Centres of Excellence, with at least 50% of their revenue coming from this line of business.</p>	<p>This may kindly be revised to 'All Applicants shall have their core line of business as advising and supporting Global Enterprises / Companies in setting up their Global Capability Centres (GCCs) / R&amp;D Centres / Centres of Excellence, with at least INR 25 Cr of their revenue coming from this line of business.'</p>	<p>The Authority agrees to amend the Clause as follows "All applicants shall have a minimum average turnover of INR 50 Crores for the last three financial years from advising and supporting Global Enterprises / Companies in setting up their Global Capability Centers (GCCs) / R&amp;D Centers / Centers of Excellence."</p>
8	21	2	15a	<p>All Applicants shall have their core line of business as advising and supporting Global Enterprises / Companies in setting up their Global Capability Centres (GCCs) / R&amp;D Centres / Centres of Excellence, with at least 50% of their revenue coming from this line of business.</p>	<p>Please note that PwC India, being a reputed global firm, with a presence of more than 100 years in business has expanded its capability across various industry line. Further, our revenues/turnovers are subject to yearly industry performance and business development opportunities. Hence, we request to client to remove the specific clause for revenue stream of 50% from advising and supporting Global Enterprises / Companies in setting up their Global Capability Centres (GCCs) / R&amp;D Centres / Centres of Excellence</p>	<p>The Authority agrees to amend the Clause as follows "All applicants shall have a minimum average turnover of INR 50 Crores for the last three financial years from advising and supporting Global Enterprises / Companies in setting up their Global Capability Centers (GCCs) / R&amp;D Centers / Centers of Excellence."</p>

9	21	2	15c	All Applicants shall have a registered office in India. For proof of registration the Applicant needs to submit a copy of the Certificate of Incorporation as per the Companies Act 1956/2013 or other duly registered documents indicating the incorporation/existence of the said entity and a copy of the PAN card issued to them by Income Tax Department, Government of India	The same may kindly be reworded as below to allow Limited Liability Partnerships (LLPs) also to be eligible for the bid. 'All Applicants shall have a registered office in India. For proof of registration the Applicant needs to submit a copy of the Certificate of Incorporation as per the Companies Act 1956/2013 or LLP Act 2008 or other duly registered documents indicating the incorporation/existence of the said entity and a copy of the PAN card issued to them by Income Tax Department, Government of India'	The Authority agrees to the proposed amendment.
10	21	2	15c	All Applicants shall have their core line of business as advising and supporting Global Enterprises / Companies in setting up their Global Capability Centres (GCCs) / R&D Centres / Centres of Excellence, with at least 50% of their revenue coming from this line of business.	It is clear to us that the requirement for the participants is to be from the core expertise of advising and supporting GCCs/CoE/ R&D Centers. We request you to kindly specify a value of revenue per year from GCC business, for e.g., INR 30 to 40 Cr. per year or have a dedicated team of 40-50 FTEs for delivery GCC advisory services based out of India. As KPMG is a large firm with multiple lines of business, while our GCC business is large, it is not possible to get 50% of revenue only from GCC advisory. It is requested that the clause may be suitably modified.	The Authority agrees to amend the Clause as follows "All applicants shall have a minimum average turnover of INR 50 Crores for the last three financial years from advising and supporting Global Enterprises / Companies in setting up their Global Capability Centers (GCCs) / R&D Centers / Centers of Excellence."
11	23	2	18	Team Leader (Task A) - Years of experience in R&D centers / GCC / CoE ecosystem related research / strategy formulation. Minimum Relevant Experience – 5 years Team Leader (Task A) - Years of experience in R&D centers / GCC / CoE ecosystem related research / strategy formulation. Minimum Relevant Experience – 5 years	Request you to kindly change minimum relevant experience from 5 years to 3 years.	The Authority agrees to amend the clause as follows "Team Leader (Task A) - Years of experience in R&D centers / GCC / CoE ecosystem related research / strategy formulation. Total Professional Experience - 5 years and a minimum Relevant Experience in R&D centers / GCC / CoE ecosystem related research / strategy formulation – 3 years "
12	29	3	3.6	The members of the Project Team shall be employees of the Applicant. They shall not be changed during the contract period without prior permission of Guidance. The members of the Project Team shall be employees of the Applicant. They shall not be changed during the contract period without prior permission of Guidance.	We suggest modifying this clause to incorporate allowing the team members to roll off or change with prior and sufficient notice provided to Guidance team.	The Authority agrees to the proposed amendment subject to applicability of Clause 1.19.1

13	30	3	3.6.o	<p># Expertise Education Qualification Total Experience Project Experience</p> <p>1. Project Director Years of experience in R&amp;D centers / GCC / CoE investment promotion and / or facilitation. 8 years The expert should have worked on grounding atleast &lt;10&gt; GCC Projects in the last 3 years.</p> <p>2. Team Leader – Task A Years of experience in R&amp;D centers / GCC / CoE ecosystem related research / strategy formulation. 5 Years The expert should have worked on atleast &lt;5&gt; projects on strategy formulation for investment promotion of GCCs in the last 3 years.</p> <p>3. Team Leader – Task B Years of experience in R&amp;D centers / GCC / CoE investment promotion / facilitation. 5 Years The expert should have worked on grounding at least &lt;5&gt; GCC Projects in the last 3 years</p>	Request you to kindly modify this clause as per any changes done to Section 2.	<p>The Authority agrees to amend the clause as follows "Team Leader (Task A) - Years of experience in R&amp;D centers / GCC / CoE ecosystem related research / strategy formulation.</p> <p>Total Professional Experience - 5 years and a minimum Relevant Experience in R&amp;D centers / GCC / CoE ecosystem related research / strategy formulation – 3 years</p> <p>"</p>
14	32	4		<p>Please Enclose</p> <ul style="list-style-type: none"> <li>An undertaking from the consultant's external auditor certifying the turnover from management consultancy and advisory services and turnover from advising and supporting companies in setting up their GCC / R&amp;D / CoE units in India.</li> </ul>	<p>Timelines for getting an undertaking from external auditor within stipulated timelines can be challenging for us. Request you to please confirm whether you can accept this document over an extended timeline.</p> <p>For your reference - We shall be submitting all the data with the proposal before 21st Dec 2022.</p>	<p>The Authority agrees to accept technical proposal with a self-certification by the applicant by the proposal due date. The Applicant has to submit the certification by the statutory auditor for the same before 03:00pm on 06-Jan-2023. The technical proposal of the applicant who does not provide the certification by the statutory auditor before 03:00pm on 06-Jan-2023 will be considered as non-responsive.</p>
15	32	4		<p>An undertaking from the consultant's external auditor certifying the turnover from management consultancy and advisory services and turnover from advising and supporting companies in setting up their GCC / R&amp;D / CoE units in India.</p>	<p>Such a certificate/ undertaking is impractical due to extensive audit requirements. We can provide a CA certificate and Self certification from managing director/ authorized signatory for this undertaking.</p> <p>Also, like above, we request you to expand the criteria to encompass overall investment acceleration projects in the infrastructure sector in India</p>	<p>The Authority agrees to accept technical proposal with a self-certification by the applicant by the proposal due date. The Applicant has to submit the certification by the statutory auditor for the same before 03:00pm on 06-Jan-2023. The technical proposal of the applicant who does not provide the certification by the statutory auditor before 03:00pm on 06-Jan-2023 will be considered as non-responsive.</p>

16	32	4		<p>For completed Projects - LOI/LOA/ Work Order/Agreement copy and Completion Certificate from client /Certificate from Statutory Auditor of applicant certifying receipt of 100% professional fee for assignment</p> <p>For Ongoing Projects – LOI/LOA/ Work Order/Agreement copy and Work in Process (WIP) certificate or minutes of meeting issued by client as proof for completion of 80% of the work assigned to the applicant/ certificate from Statutory Auditor certifying receipt of 80% professional fee for assignment</p>	<p>Our works are bound by confidentiality agreements. Hence, we cannot share LOI/LOA/ Work Order/Agreement copy and Completion Certificate from our clients.</p> <p>As is the norm in public sector RfPs, we request that a CA certificate or self- certification by MD of the firm certifying brief description of the client, project, time frame and fee be acceptable</p>	<p>In cases where the Applicant chooses to submit a statutory auditor certificate in place of completion certification from client, the Authority agrees to accept technical proposal with a self- certification by the applicant by the proposal due date. The Applicant has to submit the certification by the statutory auditor for the same before 03:00pm on 06-Jan-2023. The technical proposal of the applicant who does not provide the certification by the statutory auditor before 03:00pm on 06-Jan-2023 will be considered as non-responsive. The Applicant has to submit the LOI/LOA/Work Order / Agreement Copy along with the Technical Proposal</p>
17	32	4		<p>For completed Projects - LOI/LOA/ Work Order/Agreement copy and Completion Certificate from client /Certificate from Statutory Auditor of applicant certifying receipt of 100% professional fee for assignment</p> <p>For Ongoing Projects - LOI/LOA/ Work Order/Agreement copy and Work in Process (WIP) certificate or minutes of meeting issued by client as proof for completion of 80% of the work assigned to the applicant/ certificate from Statutory Auditor certifying receipt of 80% professional fee for assignment</p>	<p>Considering the time constraint - we may have a challenge in contacting the client(s) in procuring completion certificates and hence request if you can allow work orders for showing proof of relevant project experience. Further, incase of confidential mandates where NDA has been signed we may have a challenge in procuring the completion certificates. Hence, we humbly request the authorities to kindly consider 'work orders' as proof of showing relevant experience in similar projects</p>	<p>In cases where the Applicant chooses to submit a statutory auditor certificate in place of completion certification from client, the Authority agrees to accept technical proposal with a self- certification by the applicant by the proposal due date. The Applicant has to submit the certification by the statutory auditor for the same before 03:00pm on 06-Jan-2023. The technical proposal of the applicant who does not provide the certification by the statutory auditor before 03:00pm on 06-Jan-2023 will be considered as non-responsive. The Applicant has to submit the LOI/LOA/Work Order / Agreement Copy along with the Technical Proposal</p>
18	64	5	3.3	<p>(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records,</p>	<p>1. We propose to delete this clause from the contract.</p> <p>2. Further, we would like to bring to your notice that visit to our office is not acceptable. The client can visit to project office and audit the relevant documents.</p>	<p>The Authority agrees to delete Clause 3.3. (iii)</p>

19	66	5	4.2	<p>4.2.4. Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>i. during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and</p> <p>ii. after the termination of this Contract, such other activities as may be specified in the SC.</p>	<p>1. We propose to remove the phrase “or indirectly” from this clause</p> <p>5. We suggest that this clause be made applicable to the team members being proposed to be part of the project. It would be difficult to confirm adherence to this clause given the size and scale of the operations of our firm.</p>	<p>The Authority agrees that this clause shall be applicable only to personnel associated with this project.</p>
20	70	5	9.1.1	<p>9.1.1. The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.</p>	<p>We propose to remove the indemnity portion of the clause and modify the clause as per below:</p> <p>“9.1.1. The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services.”</p>	<p>The Authority agrees to amend Clause 9.1.1 as "The Consultant shall be responsible for accuracy of the Designs, drawings, estimate, Reports and all other details prepared by him as part of these services. The Consultant will also be responsible for correcting, at his own cost and risk, the reports, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services."</p>
21	70	5	9.1.2	<p>9.1.2. The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.</p>	<p>We propose to remove the indemnity portion of the clause and modify the clause as per below:</p> <p>“9.1.2. The Consultant shall be fully responsible for the accuracy of plans and drawings.”</p>	<p>The Authority agrees to delete Clause 9.1.2 from the RFP.</p>
22	20	2	5	<p>1.10.2 Technical Proposal</p> <p>a. Bid Security and Processing Fee</p> <p>1.10.10 d. It is accompanied by Processing Fee mentioned in Data Sheet.</p> <p>6. Bank Account Number for Payment of Processing Fee and or Bid Security</p>	<p>Please clarify if Processing Fee and Bid Security are two separate amounts and if so, then what is the amount payable for Processing Fee.</p>	<p>No Processing Fee. The Applicant has to pay only the Bid Security Amount mentioned.</p>

23	20	2	5	Amount of Rs. 1,00,000 through Electronic Transfer/ Demand Draft in favor of Guidance Tamil Nadu	We understand that the Bid Security amount is as given. In the Section 1.10.2 “ <b>Bid Security and Processing fee</b> ” is mentioned, please specify the processing fee amount if applicable.	No Processing Fee. The Applicant has to pay only the Bid Security Amount mentioned.
24	20	2	6	Applicants making online transfer are required to make separate transfer of Processing fee and Bid Security	What is the amount of processing fee to be transferred to provided details?	No Processing Fee. The Applicant has to pay only the Bid Security Amount mentioned.
25	21	2	15b	All applicants shall have a minimum 3-year average turnover of INR 50 Crores from their management consultancy and advisory services	As the audit for profit and loss account/ balance sheet/ annual report for FY 22-23 has not been completed, we request the Client to kindly provide relaxation on all the three sub clauses of Section 2 - 15.b, by asking for supporting documents only for FY 21-22 and FY 20-21 and year prior to that, which is. FY 19 – 20	The Authority hereby clarifies that the 3-years referred to in the Clause will be FY 19-20, FY 20-21 and FY 21-22.
26	22	2	15f	The Applicant should have at least two offices in India and two offices overseas including one in the United States of America.	It is our request to kindly replace the offices’ locations requirement with a global network of firms with presence in at least 5/10 countries or in major economies such as US, UK etc.	The Authority permits presence of member firms for the purpose of this criteria.
27	22	2	15f	<p>The Applicant should have at least two offices in India and two offices overseas including one in the United States of America</p> <p>Additional Reference Clause - Section 4 - Formats - For Enclosure (Point 5) [ Page No. 32]</p> <p>Notarized copies of relevant proof of two India and two overseas offices of the applicant, including registered lease deeds, utility bills or any relevant proof of ownership of the premises.</p>	PwC India requests the client to remove the clause stating "two offices overseas including one in the United States of America" considering PwC operates as part of Network Firm at a global scale would be witnessing year end holidays, it would be challenging to procure the notarized copies of relevant proofs for overseas offices.	The Authority permits presence of member firms for the purpose of this criteria.
28	22	2	15f	The Applicant should have at least two offices in India and two offices overseas including one in the United States of America	<p>DTTILLP is an Indian legal entity with multiple offices in India. However, Deloitte as a global organization has presence in multiple locations globally.</p> <p>Request you to please clarify whether this will meet your minimum eligibility criteria as per the said clause</p>	The Authority permits presence of member firms for the purpose of this criteria.

29	22	2		Missing Clauses No. 16 and 17	<p>PwC India requests clarity from Client on missing line items, which is, Point 16 and 17. We have observed in Section 2 - Page No. 22 states that last point no. 15 - Data Sheet. However, the succeeding page directly indicates point no.18.</p> <p>Currently, PwC India will assume there are no criteria/requirements stated by Guidance Tamil Nadu team and is a clerical error.</p>	The Authority confirms that the same is a clerical error and point 18 follows point 15.
30	23	2	18	Research / Advisory / consultancy project advising companies on setting up their R&D centers / GCC / CoE in India.	<p>1. Request your confirmation on whether we need to submit Project Description Sheets (PDS) for all the credentials, or will we be able to self-certify the credentials instead of statutory auditor certification?</p> <p>2. Considering we have NDAs signed with most of our clients, how do you suggest we share the details such as LOI/LOA/Work Order/Completion - WIP Certificate with you? Request you to please clarify if it is possible for you to accept these details/documents with masked details?</p>	The Project Description Sheets can be self-certified. No Change in Point 2.
31	23	2	18iii	Publications or Research Articles or Newsletters related to R&D centers / GCC / CoE ecosystem in India in the last 3 years.	For research articles or newsletters, we request you to consider the joint publications with NASSCOM or other such trade bodies. Please confirm this.	The Authority agrees that research articles published along with relevant trade bodies would be accepted.
32	25	3	3.3.1.B	Creating a database of all the R&D centers / GCC / CoE in India including details like operating location, employment, sector, skillset sought, SPOC and so on.	Requesting you to confirm whether Guidance will be able to share the database that it currently has which can act as a starting point for us to complete the required information as suggested in the RFP document.	The Authority agrees for the information to be provided for the selected 6 locations and any other list of companies provided by the Authority.
33	26	3	3.3.1	Creating a database of all the R&D centres / GCC / CoE in India including details like operating location, employment, sector, skillset sought, SPOC and so on.	Please note that PwC India will provide the requested information on the selected 6 Cities (as per requested scope stated under Section 3 - 3.3.1 - II - Point A)	The Authority agrees for the information to be provided for the selected 6 locations and any other list of companies provided by the Authority.



34	28	3	3.4.3.5	<p>Employment commitments are considered to be realized through the direct outreach and effort of the selected consultant if the consultant has notified the Authority of the outreach prior to any information of a decision / interest</p> <p>by the prospective employer being available in the public domain. In cases where the authority and the prospective investor are already in discussion, the same would be considered as authority's own outreach and will not be considered as consultant's direct outreach and effort.</p>	<p>Request you to please confirm if it will be possible for you to get us the list of all the prospective investors/organizations which are already in discussion with Guidance and are considered out of scope for our outreach?</p>	<p>The Authority will inform the selected consultant if they have been in discussion with a prospective investor when the same is sought by the consultant before reaching out to the investor.</p>
35	28	3	3.4.4	<p>The Reports should be submitted in 3 physical copies (printed back-to-back) besides providing an editable soft copy of all reports, including financial models / calculations in MS-Excel, drawings generated in AutoCAD or such other workings forming part of the deliverables. In case such files are corrupted then the consultant shall be required to re-submit the same to the satisfaction of the Authority.</p>	<p>1. We do not see the usage of AutoCAD or other such workings as part of our deliverables. We shall only have documents generated on MS Office applications as part of our submission package.</p> <p>2. Are there any other expectations in terms of usage of some specific tools for other deliverables?</p>	<p>No Change. The Authority does not expect any drawings in AutoCAD.</p>
36	28	3	3.4.5	<p>Consultants shall submit monthly progress reports in detail to the Authority and shall attend periodical reviews to be conducted by the Authority with various departments of the government. Consultants shall make presentations to Authority and to other departments as required during various stages of the assignment.</p>	<p>1. Are the team members expected to attend all periodical reviews? If yes, whether it should be in person or hybrid is under consideration?</p> <p>2. We suggest defining the "departments of the government" so that they are relevant to the project and further to the project objectives</p> <p>3. Are all these presentations going to happen in Guidance office, or do we need to travel to respective department offices? If yes, would additional out of pocket expenses be borne by Guidance?</p>	<p>The team members are expected to attend the review meetings in person at the identified location and guidance will make the arrangements for local travel, if any.</p>

37	29	3	3.6	<p>The Project Director shall continue at least for 12 months from the date of contract looking after both the tasks and an additional 6 months, subject to renewal of Task B. This shall consist of 2 months supervision of Task A (Section 3.3.1) and 12 months supervision of Task B (Section 3.3.2). The Project Director must dedicate at least 3 working day per month to the project in Chennai and remotely otherwise. However, the Project Director must make himself/herself available additionally as when and required at Chennai to ensure quality deliverables by both teams.</p>	<p>Please confirm if the duration of the project is 14 months (2 months of Task A and 12 months of Task B) or 12 months (2 months of Task A and 10 months of Task B)</p>	<p>The project duration in 12 calendar months. 2 months of Task A and 12 months of Task B starting simultaneously.</p>
38	29	3	3.6.i	<p>The "Project Team A", "Project Team B" and the individual members of the Project Team to be deployed by Selected Applicant may be required to work at any of the offices of Guidance. The Project Teams must be staffed from two or more different teams within the Applicant's organisation.</p>	<p>Request you to kindly specify whether the Team Leader and the Project Team needs to be fully deployed at client location. In case of part deployment for meetings at client location, kindly specify the number of days.</p>	<p>Except for the Project Director all other Team Members will work out of the Guidance Office.</p>
39	29	3	3.6	<p>The "Project Team A", "Project Team B" and the individual members of the Project Team to be deployed by Selected Applicant may be required to work at any of the offices of Guidance. The Project Teams must be staffed from two or more different teams within the Applicant's organization.</p>	<p>Does the phrase "The Project Teams must be staffed from two or more different teams within the Applicant's organization" mean that team members of Task A and Task B should be mutually exclusive or is there a different narrative to this?</p>	<p>The team members of Task A and Task B have to be mutually exclusive.</p>
40	29	3	3.6	<p>The Project Teams may include optional sector or domain experts for consultations from time to time, as required. The Applicant must provide credentials and per diem billable rates/charge-outs for the experts. However, they are to be excluded from the financial bid.</p>	<p>Is there a minimum threshold of number of working hours to be spent by sector or domain experts on the project?</p>	<p>No such expectation.</p>

41	30	3	3.6	<p>The timelines provided for the time- bound deliverables in Section 4 are sacrosanct and it is the responsibility of Applicant to ensure timely delivery of the deliverables. The Applicant shall propose the number of personnel to be included in the team, wherever indicated. The Applicant shall offer and make available the Project Teams meeting the requirements specified above.</p>	<p>As per our pre-bid meeting, the team structure as specified by Guidance in the RFP document should be adhered to completely. However, this clause states that we can propose the number of personnel to be included in the team. Request you to clarify.</p>	<p>The team structure specified by the Authority in the RFP should be adhered to.</p>
42	NA	NA	No clause in RFP	<p><b>Confidentiality Obligations</b></p>	<p>Since, Exceptions to confidential information are not provided, Client is requested to allow standard exceptions to confidential information, which is industry standard and reasonable. Not all information can be regarded as confidential. For eg., if the information is in public domain, we cannot be expected to keep it confidential at our end. Similarly, if any information is liable to be disclosed under the RTI, giving it a confidential status and obliging us to keep such information confidential is not correct. We request inclusion of following clause:</p> <p>"Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act."</p>	<p>Refer Clause 4.3</p>

43	6	1	1.3.2	<p>Applicants scoring not less than 70% of the total points (St) in Technical Proposal shall only be qualified for opening of Cover 2 - Financial Proposal.</p>	<p>We request that normalization of technical scores should be done, as is the norm in various public sector RfPs</p> <p>Normalization process for technical scores: The best technical proposal with highest technical score (Tm) will be given a technical score (St) of 100 points. The technical scores (St) of the other Technical Proposals will be determined using the following formula: [St = 100 x T/Tm, in which St is the technical score, Tm is the highest technical score, and T is the technical score of bidder under consideration]. Recent examples: Ministry of Commerce- Investment Promotion, Ministry of Shipping- Maritime India Vision and Ministry of Shipping- Efficiency enhancement of Indian major ports</p>	No Change
44	8	1	1.5.2a	<p>the Applicant, and any other Applicant, has common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, as the case may be) in the other Applicant, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/ sub-Section (72) of Section 2 of the Companies Act, 2013. For the purposes of this Clause 1.5.2(a), indirectshareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person")shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or</p>	<p>We suggest that this clause be made applicable to the team members being proposed to be part of the project. It would be difficult to confirm adherence to this clause given the size and scale of the operations of our firm.</p>	No Change

45	11	1	1.10.4	The Proposal and its copy shall be typed or written in indelible ink, hard/spiral bound and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed.	<p>As all forms and other supporting documents will be printed only, request you to please clarify if authorized signatory shall sign only cover page.</p> <p>Also, please share whether the technical proposal given in softcopy should be a signed and thereby scanned copy.</p>	No Change
46	16	1	1.19.1	Any subsequent substitution of key personnel would call for reduction of remuneration by 10% of the remuneration of the personnel so replaced for the remaining period.	<p>It is our understanding that the personnel who submitted as key personnel for the project should work and deliver the project timely. In case of unforeseen circumstances like individual's exit from the firm, health reasons, etc. we request that a provision for alternate CV in reasonable timeline be allowed to continue the work without penalizing the remuneration.</p>	No Change
47	16	1	1.19.1	<p>The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the reasonable control of the Consultant such as retirement, death, medical incapacity among others, of key professional. Such substitution shall be limited to a maximum of two Key Personnel other than Team Leader subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Any subsequent substitution of key personnel would call for reduction of remuneration by 10% of the remuneration of the personnel so replaced for the remaining period. Substitutions undertaken at the time of contract negotiations shall be counted while calculating the number of substitutions under this clause. Requests by Consultant for replacement of Team Leader may be considered by the authority for situation beyond the reasonable control of the consultant and allowed based on merits of the case so determined by the Authority, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. The Authority may impose, at its discretion, reduction of remuneration of up to 20% of the applicable remuneration of the Team Leader for the remaining period.</p>	<ol style="list-style-type: none"> <li>1. There is a cap on maximum no. of substitutions allowed for key personnel - Two substitutions for key personnel other than Team Leader. Considering high attrition rate in the market, request you to please relax the limit on number of substitutions.</li> <li>2. Request you to please consider removal of the clause on - "remuneration reduction of 10% for any subsequent substitution of key personnel" as high attrition/ unforeseen events are very common in this unprecedented market. Commitments regarding like-to-like substitution as per client satisfaction have already been covered in the clause.</li> <li>3. Request you to please consider removal of the clause on - "remuneration reduction of up to 20% for Team Leader" as high attrition/ unforeseen events are very common in this unprecedented market. Commitments regarding like-to-like substitution as per client satisfaction have already been covered in the clause.</li> </ol>	No Change

48	18	1	1.25	<p>If Selected Applicant fails to fulfil its obligations in terms of the Contract, the Performance Security may be invoked by the Authority as compensation. If any amendment is issued to the Contract, the Selected Applicant shall, within 21 (twenty-one) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.</p>	<p>We suggest to include the term “material” and update the clause as below:</p> <p>If Selected Applicant fails to fulfil its material obligations in terms of the Contract, the Performance Security may be invoked by the Authority as compensation. If any amendment is issued to the Contract, the Selected Applicant shall, within 21 (twenty-one) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.</p>	No Change
49	20	2	10	<p><b>No Consortium Allowed</b></p>	<p>Considering this is a large engagement and requires to bring in extensive expertise on investment promotion for setting up of Global Capability Centres (GCCs) / R&amp;D Centres / Centres of Excellence, understanding of regulations, etc. there might be a need for the appointed Consultant to bring in/ appoint an expert on interim/ full time basis for the project to help with certain specific areas of the scope. Hence, the Client is requested to kindly remove these clauses (Section 2 - Point 10 [Page No. 20],)</p>	No Change

50	21	2	15c	<p>All Applicants shall have a registered office in India. For proof of registration the Applicant needs to submit a copy of the Certificate of Incorporation as per the Companies Act 1956/2013 or other duly registered documents indicating the incorporation/existence of the said entity and a copy of the PAN card issued to them by Income Tax Department, Government of India. The company should have been operating in India for at least the last 5 (five) years. The Applicant should not have been barred by any Central Government/ State Government Agency/Corporation/Establishment/Institution</p>	<p>PwC India would need clarity from the Client if any No Objection Certificate is required for submission of the aforementioned Technical and Financial Proposal for Request for Proposal For Selection of Consultants for Investment Promotion of R&amp;D Centers, Global Capability Centers (GCCs) and Centers of Excellence in Tamil Nadu</p> <p>Further, FORM TECH I - TECHNICAL PROPOSAL SUBMISSION FORM (Page No.34) has stated as part of Sub Clause No. 12, declaring that "We further certify that we have not been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the proposal due date for this RFP".</p> <p>Currently, PwC India will assume that we have declared the aforementioned upon signing the document</p> <p>If required,</p> <p>PwC will submit the blacklisting declaration based on the present status of our backlisting / debarment as on date of submission of the bid. Thus it is requested to revise the declaration to the effect that "In response to the above mentioned RFP I,</p> <p>_____, as _____ &lt;Designation&gt; _____ of</p> <p>M/s _____, here by declare that our</p> <p>Company/Firm _____ is not blacklisted/barred by any Central/State Government or statutory authority or Public Sector Undertaking (PSU) or regulator as on the date of this declaration.</p>	No Change
51	21	2	15d	<p>The Applicant should have completed or should be working with at least 5 (five) Global Fortune 500 Companies to set up Center in India. Of these, at least 3 (three) projects should have been undertaken in the last 3 (three) years on or before the due date for submission of proposals.</p>	<p>PwC India request the client to remove the clause stating "at least 3 (three) projects should have been undertaken in the last 3 (three) years on or before the due date for submission of proposals" owing to Noval COVID-19 outbreak during the year 2020 impacting a global economic slowdown.</p>	No Change

52	23	2	18	<p>i. Advisory / consultancy project related to R&amp;D centers / GCC / CoE undertaken for Central Government / State Government / Industry / Trade bodies in and outside India</p> <p>ii. Research / Advisory / consultancy project advising companies on setting up their R&amp;D centers / GCC / CoE in India</p> <p>iii. Publications or Research Articles or Newsletters related to R&amp;D centers / GCC / CoE ecosystem in India in the last 3 years</p> <p>Years of experience in R&amp;D centers / GCC / CoE investment promotion and / or facilitation. (E)</p> <p>Number of R&amp;D centers / GCC / CoE investment promotion and / or facilitation projects led and successfully grounded in the last 3 years. (X)</p> <p>i. Advisory / consultancy project related to R&amp;D centers / GCC / CoE undertaken for Central Government / State Government / Industry / Trade bodies in and outside India</p> <p>ii. Research / Advisory / consultancy project advising companies on setting up their R&amp;D centers / GCC / CoE in India</p> <p>iii. Publications or Research Articles or Newsletters related to R&amp;D centers / GCC / CoE ecosystem in India in the last 3 years</p> <p>Years of experience in R&amp;D centers / GCC / CoE investment promotion and / or facilitation. (E)</p> <p>Number of R&amp;D centers / GCC / CoE investment promotion and / or facilitation projects led and successfully grounded in the last 3 years. (X)</p>	<p>While it is critical for the bidder and the team to have specific experience in R&amp;D centers / GCC / CoE, bidder can bring additional learnings and expertise from wider investment attraction projects for other infrastructure components like SEZs, parks, industrial clusters, etc.</p> <p>We request you to expand these criteria to encompass overall investment acceleration projects in the infrastructure sector in India or globally</p>	No Change
53	23	2	18	Team Qualification Scoring Matrix	<p>Experts should be evaluated on understanding of client, similar works undertaken, experience on similar topics and ability to come up with innovative solutions. These skillsets are best evaluated by the evaluation committee during the technical presentation and interviews of Key experts.</p> <p>Hence, we request that evaluation of experts be done on the basis of interaction and at least 50% of marks for each CV should be allocated towards quality of interaction during presentation.</p>	No Change



54	23	2	18	Team Qualification	<p>In such strategic RFPs, inputs of Senior professionals and Subject matter experts are very critical. We request that the 3 Subject matter experts be added and evaluated.</p> <p>We also request that only the Project Director along with the below mentioned 3 Subject Matter experts be evaluated:</p> <ol style="list-style-type: none"> <li>1. Project Director- 9 marks</li> <li>2. Investment attraction expert- 7 marks</li> <li>3. R&amp;D center/GCC/CoE expert- 7 marks</li> <li>4. Public sector expert- 7 marks</li> </ol> <p>This is a norm followed in many strategic RFPs for central/ state Governments like</p> <ul style="list-style-type: none"> <li>• State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT)- Detailed Feasibility Report and Transaction Advisory Services for setting up a Plug and Play Industrial Park on PPP Mode</li> <li>• Tamil Nadu Infrastructure Development Board- Overall Strategy and Roadmap for Tamil Nadu to realize the Vision of USD 1 Trillion Economy <ul style="list-style-type: none"> <li>• Airports Authority of India- Enhancement of Operational Efficiency and Passenger Throughput at select airports</li> </ul> </li> </ul>	No Change
55	23	2	18	Project Director - Years of experience in R&D centers / GCC / CoE investment promotion and / or facilitation. Minimum Relevant Experience – 8 years	Request you to kindly expand the scope of experience and make if 8 years of total Advisory / consulting experience with at least 5 years of experience in R&D centers / GCC / CoE investment promotion and / or facilitation.	No Change
56	23	2	18	Project Director - Number of R&D centers / GCC / CoE investment promotion and / or facilitation projects led and successfully grounded in the last 3 years. Minimum – 10 projects	We understand that the RFP has requested for minimum of 10 projects facilitation, request you to kindly change minimum projects to 5.	No Change
57	23	2	18	<p>There is a proposed team structure provided by Guidance team:</p> <ul style="list-style-type: none"> <li>• 1 Project Director</li> <li>• Task A – 1 Team Leader and 3 Consultants</li> <li>Task B – 1 Team Leader and 3 Consultants</li> </ul>	<p>Is the team structure provided in the RFP more prescriptive or is there a leeway to propose a more optimal structure?</p> <p>For example, team leader for Task A can continue on the project and work as team leader for Task B since the person would have a better understanding of the lay of the land.</p>	No Change

58	23	2	18	Number of R&D centers / GCC / CoE investment promotion and / or facilitation projects led and successfully grounded in the last 3 years - For Director (Max 35), Team Leaders (Max 8 each) and Consultants (Max 5 each)	The number of projects pertaining to aforementioned areas / topics across team levels over the last 3 years would be lower as compared to required numbers due to the pandemic situation. We suggest removing the horizon for time and also include projects done for expansion of existing setups, location assessment, strategy formulation, maturity assessment and so on.	No Change
59	23	2	18i	Advisory / consultancy project related to R&D centers / GCC / CoE undertaken for Central Government / State Government / Industry / Trade bodies in and outside India.	Request you to kindly consider thought leadership published along with trade bodies as eligible projects under this.	No Change
60	23	2	18ii	Research / Advisory / consultancy project advising companies on setting up their R&D centers / GCC / CoE in India.	Request you to please change scoring from 1 point for every 5 projects to 1 point every 4 projects.	No Change
61	23	2	18	Firm Qualifications Criteria  ii. Research / Advisory / consultancy project advising companies on setting up their R&D centers / GCC / CoE in India - Maximum Marks is 10. Scoring Matrix indicates 1 Point / 5 Projects undertaken (rounded off to the lower score)	PwC India requires clarity if the minimum number of projects to be submitted are 50, basis the clauses stated to acquire the maximum marks of 10 (Considering 1 mark is being allocated for every 5 Project as per our understanding of the Clause 18 - Firm Qualification Criteria - ii)	No Change
62	23	2	18	Team Qualification Criteria  Project Director - To oversee and coordinate the efforts of both the project teams and ensure the smooth functioning of the overall project  2) Number of R&D centers / GCC / CoE investment promotion and / or facilitation projects led and successfully grounded in the last 3 years. (X)   Minimum 10 Projects  Maximum Marks is 5  1 point / 5 projects over and above the minimum criteria (rounded off to the lower score) or Min(5, ROUNDDOWN(X-10)/5))	PwC India request the client to clarify the scoring matrix for project director position - Point No. 2	No Change

63	24	2	18	Team Leader (Task A) - Number of projects worked on in the areas of R&D centers / GCC / CoE ecosystem related research / strategy formulation in the last 3 years. Minimum – 5 projects	We understand that the RFP has requested for minimum of 5 projects facilitation, request you to kindly change minimum projects to 2.	No Change
64	24	2	18	Team Leader (Task B) - Years of experience in R&D centers / GCC / CoE investment promotion / facilitation. Minimum Relevant Experience – 5 years	As there are limited number of engagements from government that require assistance in GCC/R&D/CoE area, request you to kindly consider facilitation experience for MNC's as relevant experience.	No Change
65	24	2	18	Team Leader (Task B) - Number of projects successfully grounded in the areas of R&D centers / GCC / CoE investment promotion / facilitation in the last 3 years. Minimum – 5 projects	As there are limited number of engagements from government that require assistance in GCC/R&D/CoE area, request you to kindly consider facilitation experience for MNC's as relevant experience.	No Change
66	24	2	18	Consultant (Task A) Years of experience in R&D centers / GCC / CoE ecosystem related research / strategy formulation. Minimum Relevant Experience – 2 years	Request you to kindly change minimum relevant experience from 2 years to 1 year.	No Change
67	24	2	18	Consultant (Task A) Number of projects worked on in the areas of R&D centers / GCC / CoE ecosystem related research / strategy formulation in the last 3 years. Minimum – 2 projects	We understand that the RFP has requested for minimum of 2 projects facilitation, request you to kindly change minimum projects to 1.	No Change
68	24	2	18	Consultant (Task B) Years of experience in R&D centers / GCC / CoE investment promotion / facilitation. Minimum Relevant Experience – 2 years	As there are limited number of engagements from government that require assistance in GCC/R&D/CoE area, request you to kindly consider broader investment promotion experience for only for one consultant of the three required consultants. The other two consultants may have experience in GCC/R&D/CoE work for MNCs.	No Change
69	24	2	18	Consultant (Task B) Number of projects successfully grounded in the areas of R&D centers / GCC / CoE investment promotion / facilitation in the last 3 years. Minimum – 2 projects	As there are limited number of engagements from government that require assistance in GCC/R&D/CoE area, request you to kindly consider broader investment promotion experience for only for one consultant of the three required consultants. The other two consultants may have experience in GCC/R&D/CoE work for MNCs.	No Change

70	24	2	18	<p>Team Qualification Criteria</p> <p>Team Leader Task A and Team Leader Task B</p> <p>Point No. 2 (For Both Team Leader A &amp; B)</p> <p>Number of projects worked on in the areas of R&amp;D centers / GCC / CoE ecosystem related research / strategy formulation in the last 3 years. (X)   Minimum – 5 projects</p> <p>Maximum Marks is 3</p> <p>Min(3,(X-5))</p> <p>Reference for additional clause: Section 3 - 3.6 - O (Points 2 &amp; 3) [Page No. 30]</p>	<p>PwC India requests the client to extend the time line in the clause stating "Number of projects worked on in the areas of R&amp;D centers / GCC / CoE ecosystem related research / strategy formulation in the last 3 years" to 5 Years with minimum of 5 projects</p>	No Change
71	25	3	3.3	<p>With the objective of making Tamil Nadu a preferred destination for GCCs, the Scope of Work for the proposed engagement will consist of two parts and shall include the following:</p> <p>a) The first part would involve the formulation of strategy covering a 3-year plan and implementation roadmap.</p> <p>b) The second part would involve providing continuous support in implementation of the strategy through investment promotion, marketing, and other related activities at Guidance.</p>	<p>We suggest to include the below clause in this section: "Guidance is responsible and accountable for all decisions made in connection with any advice or recommendations that are provided by Deloitte as part of project"</p>	No Change

72	25	3	3.4.3	<p>The identified target is 75000 employment commitments over 3 years, realized through the direct outreach and effort of the selected consultant from new to Tamil Nadu firms setting up R&amp;D centres, Global Capability Centres and Centers of Excellence.</p> <p>The employment commitments for the first year of the contract will be 20000, followed by 25000 for the second year and 30000 for the third year subject to renewal of the contract.</p>	<p>As per our understanding, the employment created will be subject to multiple macro-economic factors along with various other aspects which are outside our control. Hence, we request you to kindly reduce the target for year one from 20,000 to around 10,000 or given an option of pro-rata model for the variable payment based on the employment created..</p>	No Change
73	27	3	3.4	<p>Timelines for Comparative Study of Global and Indian Hubs is 1 month from the date of award of contract.</p> <p>&amp;</p> <p>Timelines for Tamil Nadu Investment Promotion Strategy is 2months from the date of award of contract.</p>	<p>1. Based on our experience across comprehensive engagements with multiple GCCs, the time required for completing the tasks would be more than 1 month. Is there a flexibility to tweak the current timelines considering the complexity and detailing involved?</p> <p>2. Moreover, this activity has to be performed in parallel to Clause Task A - a) Tamil Nadu Landscape report. Considering the amount of work involved with defined resource count, we suggest Clause Task A - b) to end by Month 2 and similarly, Clause Task A - c) to end by Month 3.</p>	No Change
74	27	3	3.4	<p>Timelines for Comparative Study of Global and Indian Hubs is 1 month from the date of award of contract.</p> <p>&amp;</p> <p>Timelines for Tamil Nadu Investment Promotion Strategy is 2months from the date of award of contract.</p>	<p>1. Based on our experience across comprehensive engagements with multiple GCCs, the time required for completing the tasks would be more than 1 month. Is there a flexibility to tweak the current timelines considering the complexity and detailing involved?</p> <p>2. Moreover, this activity has to be performed in parallel to Clause Task A - a) Tamil Nadu Landscape report. Considering the amount of work involved with defined resource count, we suggest Clause Task A - b) to end by Month 2 and similarly, Clause Task A - c) to end by Month 3.</p>	No Change

75	27	3	3.4	<p>Lead generation, Outreach &amp; Investment Grounding Retainer fee per calendar month equivalent to one-twelfth of 60% of (Annual) Financial Bid for Task B, payable on a monthly basis till the end of contract period based on monthly reports.</p> <p>The remaining 40% of (Annual) Financial Bid for Task B is to be paid out on a pro- rata basis, every calendar quarter, against realization of identified employment commitment targets through the direct outreach and effort of the selected consultant from new to Tamil Nadu R&amp;D Centers/ GCCs / CoEs.</p>	<p>1. The outcome-linked component of the financial bid for Task B is quite high (40%). We suggest reduction of this fee component from 40% to a lower number.</p> <p>2. We suggest linking the outcome- based component of 40% to parameters of effectiveness of reach-outs such as number of meetings setup with potential investors, number of connections made, etc.</p>	No Change
76	28	3	3.4.3	<p>The identified target is 75000 employment commitments over 3 years, realized through the direct outreach and effort of the selected consultant from new to Tamil Nadu firms setting up R&amp;D centers, Global Capability Centers and Centers of Excellence. (First Year- 20000, Second Year - 25000, Third Year - 30000)</p>	<p>The employment commitment by companies is dependent on a multitude of external factors, not directly in control of consulting organization.</p> <p>We suggest modifying this clause to set performance targets based on the effectiveness of reach-outs made to the investor community. For example, number of meetings setup with potential investors, number of connections made, etc</p>	No Change
77	28	3	3.4.3.3	<p>A firm is considered to be new to Tamil Nadu if they do not have an office premises in Tamil Nadu and if the firm has not more than 100 employees in Tamil Nadu working in hybrid mode or from home prior to the award of the contract.</p>	<p>1. Expansions across existing GCCs contribute to ~60% of total GCC / R&amp;D / COE projects. Hence, we suggest including the increased employment commitments, triggered by us, resulting from expansion plans across other service verticals in existing GCCs in Tamil Nadu?</p> <p>2. Are we excluding firms having offices in Tamil Nadu but do not have GCC/R&amp;D/CoE centers?</p> <p>3. We suggest including addition of delivery centers by service providers as well in the target for employment commitments.</p> <p>4. How do we ascertain/track if the GCC employees have been working from Tamil Nadu when the office is outside the state?</p>	No Change

78	29	3	3.6	The Project Teams may include optional sector or domain experts for consultations from time to time, as required. The Applicant must provide credentials and per diem billable rates/charge-outs for the experts. However, they are to be excluded from the financial bid.	PwC India requests the client to clarify on the number of optional sector or domain experts for consultation	No Change
79	30	3	3.6	Adequate support staff may be brought in by the Consultants. The above team should be supported by adequate support staff from allied and associated fields of other experts / specialists and other support staffs with adequate experience to ensure that the objectives of the project are achieved within the time- lines, as required.	PwC India requests the client to clarify on the <u>number of support staff from allied and associated fields of other experts / specialists and other support staff with adequate experience</u>	No Change.
80	32	4		For Ongoing Projects- LOI/LOA/ Work Order/Agreement copy and Work in Process (WIP) certificate or minutes of meeting issued by client as proof for completion of 80% of the work assigned to the applicant/ certificate from Statutory Auditor certifying receipt of 80% professional fee for assignment.	Instead of only considering projects where we have completed 80% of the work, we suggest you consider project experiences where we have started the engagement after thorough due diligence by the client prior to the kick off.	No Change
81	50	4		Breakdown of Remuneration	Request you to kindly delete this form requirement as different consulting companies have different operating models and expert team definition varies from Firm-to-Firm. Thus, it may not be possible to determine ceiling of contract based on remuneration of experts alone.	No Change

82	61	4	4.5	Documents Prepared by the Consultants to be the Property of the Client	<p>As Consultant prepares a deliverable specifically for the Client as per their requirements and instructions, we urge inclusion of the below, which shall protect Consultant's rights against any third party claims that may arise from unauthorized re-distribution of the deliverable.</p> <p>"Client acknowledges and agrees that the Deliverables are prepared solely for the Client's internal use. Client will not disclose the Deliverables or make the Deliverables available for use by any third party without the prior written consent of Consultant. If Consultant agrees to Client disclosing the Deliverables to third parties, Client agrees that Consultant will not be responsible for any losses incurred by Client or any third party as a result of or in connection with such disclosure, or the third party's use of, or reliance on the Deliverables or any other aspect of Consultant's work."</p> <p>"Background IPR. Each Party owns and retains all rights, title and interests in and to its Background IPR. Background IP means any IPR: (i) developed by a Party independently of the Engagement; or (ii) owned by a Party, or licensed to such Party (other than by the other Party), at the commencement date of the Engagement, including any and all derivative works including modifications or enhancements to the same made before, during, and after the Engagement."</p>	No Change
83	63	5	2.6	<p>The Client may, by written notice of suspension to the consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Contract or shall fail to perform any of its obligations under this contract, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.</p>	<p>We propose to add "material" in the clause as below:</p> <p>The Client may, by written notice of suspension to the consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in material breach of this Contract or shall fail to perform any of its material obligations under this contract, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the material breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such material breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.</p>	No Change



84	64	5	3.2	<p>By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) day's' written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:</p> <p>i. if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or</p> <p>ii. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>iii. within thirty (30) days, if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;</p>	<p>We propose to include the below option as well in the contract"</p> <p>iv. If Bidder determines that a law, regulation or anything having a similar import, or circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder.</p>	No Change
85	65	5	3.5	<p>Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:</p> <p>i. Payments pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;</p>	<p>1. We propose to mutually define "satisfactorily" as mentioned in this clause.</p> <p>2. We propose to mutually agree on acceptance criteria and approach methodologies for each of the deliverables as mentioned</p> <p>3. in the contract</p>	No Change

86	67	5	4.3	<p>iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub- Contractors or Personnel of either</p> <p>of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub- Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.</p>	<p>1. We propose to mutually define the term “Confidentiality” and include in the contract</p> <p>2. We propose to add the below clause:</p> <p>“The confidentiality obligations shall survive the termination of this Contract / completion of services for a period of one (1) year.”</p>	No Change
87	67	5	4.5	<p>All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC. The client has full rights for reproduction of documents.</p>	<p>3. We wanted to clarify with you that the pre-existing IPR of Deloitte shall remain with Deloitte. We propose to have systems in place to ensure there is a proper bifurcation of the documents and property to identify the IPR.</p>	No Change
88	67	5	4.7	<p>Clause 4.7 on Insurance to be taken out by Consultants</p>	<p>We would like to inform to you that Deloitte has appropriate and required insurance, though it is not as per your policy. We can mutually agree and add appropriate clause in the contract.</p>	No Change

89	70	5		<p>Penalties for delay &amp; deficiencies: Any delay &amp; deficiencies on part of the Consultant may attract penalty provisions in the form of fines, up to a maximum amount of 10% of the Contract Value, and/or termination by the Client. For period exceeding beyond stipulated time period, due to failure on the part of consultant, the consultant may be liable to pay to the client penalty at the rate of 0.5% of the Contract Value per week of delay subject to maximum of 10% of the contract value</p>	<p>1. We propose to state that the penalty clause is applicable for final deliverables only in the clause We also wanted to clarify if the penalty clause is applicable for Task A only; since Task B involves only continuous support.</p> <p>1. We propose to state that the penalty clause is applicable for final deliverables only in the clause We also wanted to clarify if the penalty clause is applicable for Task A only; since Task B involves only continuous support.</p>	No Change
90	71	5	10	<b>Penalty</b>	<p>We request client to cap the liquidated damages/ penalties cumulatively to 5% of the total contract value.</p>	No Change
91	72	5	12.2	Clause 12.2 on Indemnity	We propose to remove this clause from the contract	No Change
92	72	5	12.2	<b>Indemnity</b>	<p>We agree to indemnifying only for losses that arise from direct, third-party claims for intellectual property rights' infringement (except patents).</p> <p>All direct claims or any other third-party claims can and should be litigated (or otherwise resolved) between the parties via the courts or other agreed processes.</p>	No Change
93	74	5	12	<b>Additional clause No Publicity</b>	<p>Request inclusion of the below, "No Party will make any public announcement or press release regarding the Engagement or Services performed without the prior written consent of the other Party."</p>	No Change
94	77	5	4.6	Clause a. in 4.6	<p>We propose to remove the linkage of the liability cap to insurance policy, i.e. we propose to remove the below section from the clause:</p> <p>"ii. For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher."</p>	No Change

95	NA	NA	No clause in RFP	<b>Disclaimer</b>	<p>We would like to propose the inclusion of the following clarification that Client shall be responsible for obtaining its own legal, tax and accounting advice concerning laws, regulations, agreements and other legal, accounting or tax issues which affect the advice given by us to Client.</p>	No Change
96	NA	NA	No clause in RFP	<b>Limitation of Liability</b>	<p>Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and Meity guidelines and also the industry standard. Even the Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:</p> <p>"Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss</p>	No Change
97	NA	NA	No clause in RFP	<b>Confidentiality Obligations</b>	<p>Since parties to whom information can be disclosed is not documented, Client is requested to consider that we may have to disclose information for successful accomplishment of work and for regulatory and internal compliance purposes. However, to the extent legally permissible, we will ensure that even if the information is disclosed to any third party, such parties maintain confidentiality of such information. Client is therefore requested to kindly include the following clause:</p> <p>"Consultant may disclose confidential information: (a) to its employees, directors, officers and subcontractors, on a need to know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes."</p>	No Change

98	NA	NA	No clause in RFP	<b>No third party disclaimer</b>	<p>We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm our understanding is correct.</p>	No Change
99	NA	NA	No clause in RFP	<b>Acceptance</b>	<p>If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. We request you that you incorporate a deliverable acceptance procedure, perhaps the one provided by Meity in their guidelines, or the one suggested below, to ensure that acceptance of deliverables is not denied or delayed and comments, if any, are received by us well in time. You may consider including the below simple clause:</p> <p>"Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted."</p>	No Change
100	NA	NA	No clause in RFP	<b>Staffing</b>	<p>If there are any circumstances that reasonably restricts travel or physical presence of our personnel at your office / location, then without prejudice to your payment obligations, you shall allow such personnel to work from home or other remote location till the time such reasonable restrictions exist. Any delay / default in performing our obligations arising from such restrictions, shall not be attributable to us and shall not be considered a breach of contract on our part and no consequent damages / penalties etc. arising therefrom would be imposed on us under the Contract.</p>	No Change