

RFE No – INV/IND/IT/RFE-19-20/02



INVEST INDIA

**NATIONAL INVESTMENT PROMOTION
AND FACILITATION AGENCY**

REQUEST FOR **EMPANELEMENT**

TECHNOLOGY SERVICE PROVIDERS

Issued by

Invest India

1st Floor, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi – 110001

Website: www.investindia.gov.in

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1. Invitation to Empanelment

Invest India is the national investment promotion and facilitation agency for India. Operationalized in December 2009, Invest India has been set up as a not for-profit joint venture between Department for Promotion of Industry & Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India; State governments and three Indian Chambers of Commerce, i.e., FICCI, CII and NASSCOM.

Invest India invites applications from reputed firms for empanelment by Invest India for a period of three years, extended or reduced at the discretion of Invest India based on the firm's performance for a period decided by Invest India.

The criteria and actual process of evaluation of the responses to this RFE and subsequent selection of the firm(s) will be as mentioned in this RFE and any modification or changes to the terms and conditions mentioned in this RFE will be entirely at discretion of Invest India.

No contractual obligation whatsoever shall arise from this Request for Empanelment (RFE) process unless and until a formal contract is signed and executed by duly authorized official(s) of Invest India with the selected Firm(s). Invest India reserves the rights to empanel more than one Firm.

Invest India reserves the right to negotiate further the rates quoted by one or more bidders. Invest India also may negotiate with one or more bidders to match the lowest commercial bid value quoted by one or more other bidders. Invest India reserves the right to reduce or increase the number of Firm(s) to be empaneled at a later stage.

This RFE is an extension of a previous RFE (RFE No.- **INV/IND/IIG/RFE-18-19/02**) that Invest India had published on **03 Jan 2019**. During that RFE process Invest India had empaneled 4 vendors in *Category 1* and 2 vendors under *Category 2*. Invest India is now looking to empanel more technology service providers to enhance their existing platforms & also design and develop future platforms as per requirements.

S.No.	Existing platform	Expected Enhancements (Tentative)
1	Invest India website (www.investinda.gov.in)	New web pages, Multi-lingual support, Design enhancements. Other technology development activities related to running of similar websites.
2	India Investment Grid (www.indiainvestmentgrid.com)	Design and UX enhancements, API integration with other internal and external platforms. Other technology development activities related to running of similar platforms.
3	Startup India Portal (www.startupindia.gov.in)	Recommendation engine, UX, Support for webinars. Other technology development activities related to running of similar platforms.
4	AGNIi Portal (www.agnii.gov.in)	Innovation marketplace, Other technology development activities related to running of similar platforms.

Invest India is looking to develop new portals/ websites with the following features/ capabilities:

- Data Analytics & Visualization
- Artificial Intelligence based Recommendation Engine
- Intelligent Search Engine
- Market Landscape & Business Intelligence
- Geographic Information System
- Payment Gateway
- B2B Networking
- API Integrations with existing Government Platforms & 3rd Party Websites; creating a single window system for different government services
- Digital Transformation of internal business processes – HR, Finance, Expense, Procurement, Admin etc.

Invest India invites bids for empanelment of reputed and eligible Technology services provider firms for maintenance, enhancement and upgradation of existing web platforms as specified in above table, and design, development and maintenance of upcoming technology platforms owned/sponsored and/or maintained by Invest India.

Bidders may take note of the following:

- a) This RFE is an extension of the RFE(INV/IND/IIG/RFE-18-19/02) that was published on 03 Jan 2019
- b) Bidders will have to match the current prevalent floor rates which was decided during the RFE Process for RFE No. - INV/IND/IIG/RFE-18-19/02. For detailed information, refer to “Commercial bid opening evaluation criteria” section
- c) The current floor rates are valid till 31st March 2020, post which there will be an increment of 8%.
- d) Bidders can apply for one or all the existing platforms and new platforms as specified in the relevant tables above
- e) Details on the services to be provided are mentioned in the Scope of work in this document
- f) This Request for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on Invest India in any manner whatsoever
- g) To be considered for empanelment process bidders should submit their bids in accordance with the requirements contained in the section on ‘Instructions to bidders

- h) Invest India reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of bids
- i) Bidders eligible as per qualifying conditions will be short listed based on the information provided by them. The shortlisted bidders will be invited to make a presentation to the Evaluation committee. The notice for shortlisting of agencies for technical presentation will be intimated individually and will be uploaded on the website www.investindia.gov.in
- j) Proposal must be submitted in the format specified under ‘Procedure for submission of bids’ under Section III
- k) The Firms will be selected as per the evaluation mechanism of this RFE.
- l) All important dates along with information on clarification for queries are listed under SCHEDULE 1.
- m) Invest India reserves the right to reject any or all the responses to this RFE without assigning any reason. Invest India takes no responsibility for delay, loss or non-receipt of response to RFE.

Based on the scores given by the committee, it is envisaged to engage firms for the services as per scope of work listed under “Section II” of this RFE.

I. Schedule

Information	Details
Addressee and address at which the bid is to be submitted.	Aditya Sharma Invest India 1st Floor, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi - 110 001
Date of issue of the Request for Empanelment (RFE Document)	16 th October, 2019
Last date for submission of written queries for Clarification	21st October, 2019
Contact person for clarification	Mr. Karan Gupta (karan.gupta@investindia.org.in)
Date of Pre-Bid Meeting for any clarifications	24 th October, 2019
Last date of submission of Technical and Commercial bids	11th November, 2019
Date of opening Pre-qualification proposal and technical bids	13 th November, 2019
Presentation by eligible bidders and open house discussions	18 th November – 19 th November, 2019

Declaration of Technical scores	20 th November, 2019
Opening of financial bids	21 st November, 2019
Final result of empanelment	22 nd November, 2019

2. Scope of Work

This section outlines an indicative scope of work, for implementation of web/digital project by Invest India. The scope of services would include the following services/skills:

1. Application/software/web development
2. Project Management/ Business Analysis
3. API development and Integrations
4. Database Management/Admin
5. UI/UX
6. Quality Assurance
7. Cloud services and Devops*
8. Content Management System development (Adobe Experience Management, Drupal etc.)
9. Data Analytics
10. Process Automation

**Invest India owns account with AWS, cost of infrastructure will be on actuals billed directly to Invest India.*

While the above-mentioned activities are to give an idea on the nature and type of projects, there could be additional activities of similar nature, which the technology service provider would need to undertake from time to time, based on requirement.

The quality of the services is extremely critical and as part of their proposal the bidder/proposer should demonstrate core competencies/strengths on the above key aspects including adherence to quality and timely execution.

Basic Activities to be performed

- The Implementing Partner shall develop/customize and implement the application as per the requirements of the Invest India. The Implementing Partner will ensure that the Best Practices for Software Development Life Cycle are used during the software development/customization and implementation phase.
- The Implementing Partner shall develop or customize the application as needed.
- The Implementing Partner will be solely responsible for arranging any software tools required during the development of the software application at his own cost and Invest India shall not be responsible for arranging any software/tools.
- The Implementation Partner shall be responsible for supplying and implementing the database and related software, integration tools and describing the process to be followed for installing the same.

- The Implementing Partner shall also be responsible for the integration of the all the application modules with the existing applications of the Invest India for seamless execution of the application at the clients' end.
- The Implementing Partner shall carry out the intermediate and final testing of the configured solution and obtain sign-off from the concerned departments.
- The Implementing Partner shall coordinate and provide necessary support for the acceptance testing and systems audit (functionality, process, performance and security controls).
- The Implementation Partner along with Invest India shall provide/facilitate centralized MIS reports to meet the reporting requirements of the Invest India, if any. The Implementing Partner shall ensure:
 - The MIS system should be able to export the report data to industry standard read-only formats, word processing etc.
 - The Implementing Partner will develop any other MIS reports required by the Client or its Stakeholders from time-to time.
- The Implementing Partner shall also implement the necessary access security and data validation controls during the development/ customization of the software application.
- The selected Implementing Partner will ensure the validation of solution deployed. The validation should cover Hardware sizing, certification of the Installation, solution quality and certification of system performance before completion of the project.
- The selected Implementing Partner shall support and train Invest India personnel on the application.
- The implementing partner will be responsible for creating and delivering user/ admin training manuals and product handbook

Indicative Deliverables

- Preparation of a comprehensive Project Plan
- Requirement analysis report (System requirement specification report)
- Current existing scenario
- Gap-Identification Report
- As-is- analysis of the Invest India application
- Assessment / Mapping report of the INVEST INDIA application and requirements
- Software Requirement Specification (SRS) / Functional Requirement Specification (FRS) & Design Documents.
- Capturing the requirements of the project for development/customization
- Re-engineered processes that shall be required as per the client
- Defining the Software requirements
- Defining the other Hardware requirements

- Defining the desired access security and data validation controls to meet the security requirements
- The Implementing Partner shall also prepare Test Plans (including Test cases) for:
 - Unit testing
 - Integration and System Testing
 - Functional Testing
 - User Acceptance Testing
- Hardware Requirement Report (if needed)
- Details on the usability of the existing IT infrastructure
- Detailed bill of material
- Procurement and deployment plan for the hardware and system software. However, this shall be subject to the understanding between INVEST INDIA and Client.
- Any other deliverable required by the Invest India as a part of the initial exercise of the project initiation
- Training manuals and product handbook

Timeframe

Timeframe for completion of any project and/or ad-hoc service would be as indicated by Invest India depending on the work and urgency and will be mutually agreed between Invest India and empaneled technology service provider on project to project basis.

3. Instruction to Bidders

In order to be considered for empanelment bidders should submit their bids conforming to the following instructions

I. Data Sheet

S. No.	Details
3.1.1	Name of the Issuing Office: INVEST INDIA
3.1.2	Name of the Assignment: Empanelment of Technology service providers
3.1.3	Method of Empanelment: The empanelment shall be on the following basis: <ul style="list-style-type: none">• Empanelment shall be under CATEGORY 1 and CATEGORY 2• For each category, prequalification shall be followed by Technical Evaluation• Technical qualified bidders shall participate in commercial bid opening• Empanelment shall be under six or more skills (No.1 to No. 6 skills under the Scope of Work are mandatory) defined under Scope of Work
3.1.4	<p>Earnest Money Deposit (EMD): Bidders are required to pay Rs. 5,00,000 (INR) towards Earnest Money. Deposit in the form of a Demand Draft/Bankers' cheque drawn in favor of "Invest India", New Delhi" payable at New Delhi.</p> <p>In case EMD is not enclosed in the bid, the bid will be straightway rejected and will not be considered for further evaluation.</p> <p>No interest shall be payable on the sum deposited as EMD. No bank guarantee shall be accepted in lieu of the EMD.</p> <p>Refund of EMD: The EMD of the unsuccessful bidders (bidders who fail to qualify in the bid evaluation process) shall be returned within one month of completion of the RFP process.</p> <p>The EMD of the successful bidders shall be returned on signing the contract (Letter of Contract)</p> <p>Forfeiture of EMD: The EMD shall be forfeited, if the bidder withdraws or modifies/alters the bid after the opening of bids and during the validity period or if the bidder tries to influence the evaluation process. The EMD shall also be forfeited if the bidder quotes zero or incredibly low rates compared to the industry prevalent rates or rates quoted by most of the other bidders. Invest India's view on this matter shall be final and binding on all Bidders.</p> <p>The EMD is exempted for bidders who are DIPP recognized Startups.</p>
3.1.5	Validity period of the bid: The bid should be valid for 90 days from the last date of submission of the bid
3.1.6	Last date for submission of written queries for clarification: All queries should be received by Invest India not later than the date prescribed in "Schedule" section.

	A bidder seeking any clarification should send an email to karan.gupta@investindia.org.in
3.1.7	Last date and time for receipt of bids: The bids should be addressed to the Addressee and should be received at the Address by the date and time stipulated in “Schedule” section. Bids received after the stipulated date and time will not be opened and will be returned unopened.
3.1.8	Opening of Prequalification proposal: The prequalification proposal shall be opened at the time and on the date prescribed in Schedule 1. Pre bid conference: The pre bid conference shall be held at the time and on the date prescribed in Schedule 1.
3.1.9	Declaration of the successful bidders for Commercial bid – Shall be published on www.investindia.gov.in at the time and on the date prescribed in Schedule. Opening of Commercial bid – Commercial bids shall be opened at the time and on the date prescribed in Schedule.
3.1.10	Process of empanelment: The empanelment of Technology Providers shall follow a 3 stage process: Stage 1 – Prequalification: The bidders to this RFE should meet the prequalification criteria as set out in Section 5. Stage 2 – Technical evaluation as described under Technical Evaluation of Section 5. Stage 3 - Commercial bid opening and empanelment: Commercial bids of only those bidders qualifying in Stage 2 and meet the minimum technical marks shall be opened as per the Commercial bid evaluation criteria set out in Section 5.
3.1.8	Others: <ul style="list-style-type: none"> a) During evaluation of bids, INVEST INDIA, may at its discretion, seek clarifications from the bidders on their bids and the bidders are required to respond within the time frame prescribed by INVEST INDIA. b) At any time prior to the prescribed last date for receipt of bids, INVEST INDIA reserves the right to modify the RFP. The amendments and modifications to the RFP shall be notified on the INVEST INDIA website (www.investindia.gov.in), which shall be binding on the bidders. Bidders are requested to frequently visit the website of INVEST INDIA for updates. c) Bids from a consortium of agencies are not acceptable. d) The bids prepared by the bidders and all correspondence and documents relating to the bids exchanged between the INVEST INDIA and the bidders shall be in English language.

- e) Commercials in any form or by any reason before the opening the Bids should not be revealed, failing which the offer shall be liable to be rejected.
- f) Bids received with Man month rate quoted as zero or at incredibly low rates/ high rates compared to the generally prevalent industry rates for similar category of services or rates quoted by most of the bidders for any resource category shall be rejected and the EMD forfeited.

II. Documents Comprising the Bids

The bids prepared by the bidders shall comprise and conform to the following Standard forms:

Prequalification and Solution Proposal

- PRE-QUAL FORM- 1- Prequalification Proposal Submission Form
- PRE-QUAL FORM -2-Bidders' Organization and experience
- TECH FORM-1: Bidder's Experience in activities (as mentioned in Scope of work)
- TECH FORM-2: Summary of Team Composition
- TECH FORM-3: Curriculum Vitae

Commercial bid

- COM FORM- 1- Commercial Bid Submission Form
- COM FORM- 2-Summary of Costs of Resources

4. Procedure for submission of bids

- a) The bidders are advised to study this RFE document carefully before participating. It shall be deemed that the bid has been submitted by the bidders after a careful examination and full understanding of its implications.
- b) The bids should be received in one large envelope (the Bid cover) which should be superscribed with the words “**Request For Empanelment of Technology Service Providers**”:
The bid cover should also clearly indicate the **name, address and telephone number** of the bidder. The bid cover should contain the following two envelopes:
- **EN-01** – EMD, Pre-qualification and Technical proposal: This envelope should be sealed and superscribed “**Prequalification and Technical proposal- Request For Empanelment of Technology Service Providers**”. This envelope should contain two hard copies of the **Pre-qualification and Solution** proposal marked as ‘ORIGINAL’ and ‘COPY’ duly bound with all supporting documents and the Demand Draft/Bankers’ cheques for the RFP.
 - **EN-02** - Commercial bid: This envelope should be sealed and superscribed “**Commercial bid - Request For Empanelment of Technology Service Providers**”. This envelope should contain one hard copy of the Commercial bid marked as ‘ORIGINAL’ containing all the Documents comprising the Commercial bid.
- c) Each envelope should indicate the Name, address, telephone number, email id and fax number of the bidder.
- d) Bidders shall sign and seal the bid with the exact name of the Company/Firm.
- e) Pre-qualification bid containing commercial information shall be declared non-responsive and shall be rejected.
- f) Other conditions:
- Bidders should not contact Invest India on any matter relating to its bid from the time of bid opening till the empanelment is finalized and notified.
 - The bidder should be registered with the Tax department and carry a valid PAN.
- g) Disqualification – Invest India may at its sole discretion and any time during the evaluation process disqualify any bidder, if the bidder:
- Makes misleading or false representation in the forms, statements and attachments submitted in proof of the statements or eligibility criteria.
 - Exhibits a record of poor performance such as abandoning work, not completing the contractual obligations, inordinately delaying, completion or financial failures, etc. in any project in the preceding three years.
 - Submits a bid that is not accompanied by required documentation or is non-responsive.
 - Fails to provide clarifications related to the bid, when sought
 - Submits more than one proposal or submits bid in a consortium

- Is declared ineligible by the Government of India/ State/Union Territory Government for corrupt and fraudulent practices.

5. Evaluation Criteria

I. Prequalification criteria

Bidders applying to the RFE are expected to meet the following Pre-Qualification criteria. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/documentary evidence is liable to be summarily rejected. Invest India shall evaluate the prequalification proposal with reference to the information contained in Standard Form PRE- QUAL FORM 2 and other supporting documents furnished.

S. No.	Pre-Qualification Criteria	Supporting Documents
1.	<p>The bidder should be a Company registered in India under the Companies Act 1956/2003 or a partnership registered under the LLP Act 2008 with their registered office in India for the last three years.</p> <p>For start-ups as defined by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India, Bidders must be a company registered in India under the Companies Act 1956/2013 or a Partnership registered under Limited liability Partnership Act 2008 with their registered office in India.</p>	Certificate of Incorporation/ Registration
2.	<p>Category 1 –</p> <ul style="list-style-type: none"> The annual turnover of Bidder is at least Rs. 100 crores (Rupees Hundred crores) in FY 2017-18 <p>Category 2 –</p> <ul style="list-style-type: none"> The annual turnover of Bidder is at least Rs. 10 crores (Rupees Ten crores) but less than 100 crores (Rupees Hundred crores) in FY 2017-18 DIPP recognized Startups will be exempted for prior turnover clause 	Audited/Certified Annual Financial Statements and Annual Report for the financial year 2017-18
3.	<p>Category 1 -</p> <p>The bidder should have successfully completed at least 10 assignments of similar nature, which include work on at least 6 (No.1 to No.6) of the activities listed in the scope of work (in Section 2) in the last one year.</p> <p>Category 2 -</p> <p>The bidder should have successfully completed at least 5 assignments of similar nature, which include work on at least 3 (No.1 to No.6) of the activities listed in the scope of work (in Section II) in the last one year</p> <p>DIPP recognized Startups will be exempted for prior experience clause</p>	Work Orders for experience cited

4.	<p>Category 1 - The bidder should have at least 500 skilled manpower specializing in executing various activities in the defined scope of work.</p> <p>Category 2 - The bidder should have at least 25 skilled manpower specializing in executing various activities in the defined scope of work.</p>	Certificate from the HR/ head of the Firm
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Note: To avail the benefit of exemption from prior experience, prior revenue and EM Startup shall provide a copy of certificate issued by DIPP.

II. Technical Evaluation

The Technical Evaluation would happen based on bidder's relevant experience and key personnel as described under:

S.No.	Parameters	Max. Marks
1.	Experience of similar nature of services specified in scope of work within last 5 (Five) years Out of the types of services listed, for each type of service 2 marks will be awarded, upto a maximum of 20 marks. If a firm/bidder has experience in all the services specified in scope of work, it will get 20 marks.	20
2.	CVs of professionals to be deployed for the assignments (to provide at least 5 CVs) <ul style="list-style-type: none">• Quality of personnel (qualifications, experience, skills and competencies, certifications) – At least 2 years of experience• Dedicated certified project managers- PMP Trained/Certified Scrum Master/PGDM/MBA	30
3.	Strategy: Approach and Methodology including but not limited to the following: <ul style="list-style-type: none">• Proposed project management methodology• Proposed solutions for incorporating new technologies such as Artificial Intelligence, Machine Learning etc. into exiting/new products• Designing and creative capabilities• Innovative enhancements to improve user engagement on existing platforms• Proposed solution to integrate and leverage existing technology platforms owned by Invest India	50

For each of the project, the bidder should provide Work Order/ other support documents for experience cited.

Bidders exempted from prior experience will be evaluated out of maximum marks of 80

The minimum technical cut-off to qualify is 70% of maximum marks

III. Commercial Bid Opening and Evaluation

The commercial bids should include the following details-

1. **Component A:** Cost per resource per month – These rates should be blended rates offsite/online (minimum experience personnel at least 2 years, mean experience of entire team on project should be within 3-5 years)
2. **Component B:** Cost of Project Manager per month
3. **Component C:** Annual Cost for Maintenance Support

**All costs should be exclusive of applicable taxes*

Scope of Annual Maintenance includes:

- Bug Fixes
- Security Updates
- Regular Monitoring & maintenance of Infrastructure & Applications

**Design & Development based enhancements will not be covered under Annual Maintenance*

Evaluation of Financial Scores

Invest India shall evaluate the Commercial bids with reference to the information provided in the Standard Form (FORM 2). The Commercial bids of only those bidders who qualify the Pre-Qualification and scores minimum 70% of maximum marks, as the case may be under the Technical Evaluation shall be considered.

For each type of services mention in Commercial bid format maximum marks will be provided to L1 in respective category, and maximum possible score across services would be 50 as per following distribution.

Component	Services	Maximum marks
A	Full time equivalent Team Member	20
B	Full time equivalent Project Manager	20
C	Annual Maintenance	10

For each category, the bid containing the Highest Financial Scores shall be declared as the lowest evaluated commercial bid for providing Technology Services (L1) for that Category.

In order to create a panel, the other technically qualified bidders shall have to obtain the Financial Score equal to Highest Financial score to match the rates across services for providing technology services. All the technically qualified bidders who match the Highest Financial Score shall be declared as qualified for empanelment as Technology Service Provider.

For example, following are three financial bids from Ram, Laxman and Krishna bidder:

Financial Bid of X:

Component	Services	Rate Per Month (exclusive of taxes)
A	Full time equivalent Team Member (minimum experience personnel at least 2 years, mean experience of entire team on project should be within 3-5 years)	INR 100
B	Full time equivalent Project Manager (PMP Trained/Certified Scrum Master/PGDM/MBA)	INR 120
C	Annual Maintenance	INR 200 per year

Financial Bid of Y:

Component	Services	Rate Per Month (exclusive of taxes)
A	Full time equivalent Team Member (minimum experience personnel at least 2 years, mean experience of entire team on project should be within 3-5 years)	INR 75
B	Full time equivalent Project Manager (PMP Trained/Certified Scrum Master/PGDM/MBA)	INR 150
C	Annual Maintenance	INR 300 per year

Financial Bid of Z:

Component	Services	Rate Per Month (exclusive of taxes)
A	Full time equivalent Team Member (minimum experience personnel at least 2 years, mean experience of entire team on project should be within 3-5 years)	INR 110
B	Full time equivalent Project Manager (PMP Trained/Certified Scrum Master/PGDM/MBA)	INR 150
C	Annual Maintenance	INR 150 per year

In the above scenario the financial scores would be as following:

Component	X	Y	Z
A	15	20	13.63
B	20	16	16
C	7.5	5	10
Total	42.5	41	39.63

Example: For Category A of Z: $((75/110)*100)*0.2$

In the above case X is declared as L1 bidder with Highest Financial Scores of 42.5, for Y and Z to get empaneled they shall adjust their respective bid prices across component A, B and C to achieve Financial scores of 42.5.

Currently following are the floor rates(exclusive of taxes) & financial scores that the bidder would need to match in order to qualify:

Category 1

- **Component A:** INR 1,45,980
- **Component B:** INR 1,70,000
- **Component C:** INR 36,00,000

Total Financial Score: 47.69

Category 2

- **Component A:** INR 80,000
- **Component B:** INR 1,20,000
- **Component C:** INR 4,80,000

Total Financial Score: 50

In order to qualify the bidder needs to score at least 47.69 marks in Category 1 & 50 marks for Category 2. The bidder can't quote rates lower than the floor rates specified above for each component in the respective categories.

Please note that these rates are applicable only till 30th March 2020, post which they are subject to revise at an annual rate of 8%.

Invest India reserves the right to call any bidder to further discuss on the commercials submitted or seek clarification. Invest India shall correct any computational errors in the Commercial bid and in case of dispute between the amounts expressed in words and figures, the former shall prevail.

Upon completion of the RFE process, Invest India shall communicate the results to all the eligible and qualified Consultants.

6. Terms and Conditions

I. Post Empanelment Process

- i. The empanelment shall initially be for a period of three (3) years subject to performance and on mutually agreed terms.
- ii. The 'Man month rate' of the various resources (as finalized in this RFE) of the Firms/Companies that are empaneled shall be firm and remain valid during the period of empanelment.
- iii. The 'Man month rate' quoted for year 1 will be subject to an escalation of 8% (eight percent) subsequently for each consecutive year on compounding basis.
- iv. INVEST INDIA may then engage the empaneled Technology Service Providers for providing services. It is expected that:
 - For each engagement / assignment INVEST INDIA would specifically define the scope of engagement, which may include components beyond the defined scope in this RFE and call for a Limited Tender to the Empaneled agencies under the defined Categories.
 - Upon receipt of these Limited Tenders, the empaneled agency shall be required to submit Technical Proposal to define the Understanding of the Scope of Services, Approach & Methodology, Number of Resources required at various levels and Proposed Timeline for undertaking the study.
 - The Technical Proposal submitted by the Empaneled agencies shall be evaluated by the Technical Evaluation Committee (TEC).
 - The Empaneled agencies shall be invited to make a technical presentation in front of TEC, in which the Bidder's perspective on understanding the scope, approach and methodology, deliverables and time frame required will be presented.
 - The final decision of the Man-month Effort shall rest with the TEC.
 - Based on the technical proposals and presentations, technical scores shall be given by the TEC and the Bidder with the highest technical marks will be invited to execute the assignment at the determined Man-month Effort and empaneled rates.
 - The payment terms, penalties for delays in completion of the Project shall be finalized for each project while awarding the work order/ Contract.
 - The Out-of-Pocket expenses, if any, shall be decided separately on project to project basis.

II. Other

- Only the Registered Firms/Companies who have expertise and specialization in providing services defined in scope of work will be considered.
- Applicants should not be blacklisted by any Central or State Government institution.
- The Registered Firms/Companies shall maintain complete confidentiality of all cases referred to them and shall not disclose any information to any unauthorized person in any form without prior permission from Invest India.
- Selected Firms/Companies will have to sign a Non-Disclosure and Confidentiality clause with Invest India.
- Invest India will evaluate proposals received and do their due diligence. The Executive Council formed under the Invest India will select Firms/Companies for On-Boarding.
- Invest India may propose fixed formats for preparation of reports at any time which the selected Firms/Companies will have to adhere to.
- Invest India has the right to expel any selected Firm/Company at their discretion. Any company which is found to deliver unsatisfactory work may not be liable to receive payment(s) for that particular work.
- **Termination of Contract:** Invest India may at any time terminate the contract by giving a written notice to the firm/company without any compensation if the firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to Invest India. The contract shall also be terminated in case of breach of any of the terms and conditions of the contract.
- **No claim certificate:** The firm/company shall not be entitled to make any claim, whatsoever, against the Invest India under or by virtue of or arising out of the contract nor will the Invest India entertain or consider any such claim for the jobs accepted post contract.
- **Confidentiality:** The firm/company and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of the Invest India, without the prior written consent of the Invest India.
- **Force Majeure:** For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The firm/company shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

- If a Force Majeure situation arises the firm/company shall promptly notify to the Invest India in writing of such conditions and the cause thereof. Unless otherwise directed by Invest India in writing, the firm/company shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.
- **Arbitration and Jurisdiction:** Invest India and the firm/company shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them. If any dispute arises between the Invest India and the firm/company not covered by this agreement such dispute shall be referred to three arbitrators, one each to be appointed by each party and the third to be appointed by the DIPP Secretary, Department of Industry Policy & Promotion, Ministry of Industry and Commerce, Government of India. The award of the Arbitrators shall be binding upon the parties to the dispute. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996. The arbitration proceedings shall be held in New Delhi.

7. Annexures

I. Pre-Qualification Form - 1

{To Be Submitted on the Letter Head of the Bidder}

To:

Aditya Sharma
Chief Technology Officer
Invest India,
1st Floor, Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi – 110001

Subject: Submission of the Pre-Qualification Proposal for empanelment with Invest India as Technology Service Provider

Dear Madam / Sir:

We, the undersigned, offer to provide Technology Services in accordance with your Request for Empanelment dated ----- . We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal and the Commercial bid sealed in separate envelopes.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the RFE document.

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

II. Pre-Qualification Form – 2

{To Be Submitted on the Letter Head of the Bidder}

Name of the Organization	
Mailing Address in India	
Telephone Number	
Year of Establishment	
Number of Employees	
Annual Turnover	

S. No.	Pre-qualification Criteria	Supporting Documents to be furnished	Compliance (Yes/No)	Supporting Document Reference (with page no)
1				
2				
3				
4				

POC Name	
Designation	
Phone Number	
E-Mail	

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

III. Tech Form-1: Bidder's Experience

Part 1 – Executive Summary

- Should Focus on overview of Organization
- Technical Capabilities of the Organization
- Proposed Solution/ framework/ delivery model/ approach
- Experience of Implementing Similar Projects

Part 2

1. Using the format below, provide information on each assignment for which your firm was legally contracted for carrying out Technology services as requested under this assignment
2. All fields in the format are mandatory. In case of absence of information, the evaluation committee shall consider the information unresponsive for that credential and continue with the evaluation

Client Name	
Address	
Project Title	
Start Date	
End Date	
Location of project	
Value of Fees Received (INR)	
Narrative description of the project	
Description of actual services provided by your staff within the assignment and areas in which it was provided.	

IV. Tech Form-2: Summary of Team Composition

S.No	Proposed Position	Resource Name	Educational Qualifications	Experience in Years	Certifications, Skills & Competencies
1					
2					
3					

V. Tech Form-3: Curriculum Vitae

1. Proposed Position:
2. Name of Firm:
[Insert name of Bidder proposing the staff]:
3. Name of Staff: [Insert full name]:
4. Date of Birth:
5. Education:
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]
6. Membership of Professional Associations:
7. Countries of Work Experience:
[List countries where staff has worked in the last ten years]
8. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]
9. Employment Record:
From [Year To Year]
Authority:
Positions held:
10. Detailed Tasks Assigned:
[List all tasks to be performed under this Assignment/job]
11. Work Undertaken that Best Illustrates Capability to handle the Tasks Assigned

VI. Com Form-1: Commercial Bid Submission Form

(To be submitted on the letter head of the bidder)

To:

Aditya Sharma
Chief Technology Officer
Invest India,
1st Floor, Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi – 110001

Subject: Submission of the Commercial bid for empanelment with Invest India as Technology Service Provider

Dear Madam / Sir:

We, the undersigned, offer to provide Technology Services in accordance with your Request for Empanelment dated ----- . We are hereby submitting our Commercial bid sealed in a separate envelope.

Our Commercial bid shall be binding upon us for the bid validity period of 90 days as stipulated in the RFE document.

We hereby declare that all the information and statements made in this Commercial bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the RFE document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

VII. Com Form-2: Summary of Costs Of Resources

- a) Tax and expenses shall be outside the Resource Cost and should not be included in the above table.
- b) Tax shall be billed at prevailing Government rate.
- c) The Out-of-Pocket expenses if any shall be decided separately on project to project basis.
- d) For consideration of their bids, bidders shall have to quote for all the above Resource categories.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____