



INVEST INDIA
NATIONAL INVESTMENT PROMOTION AND
FACILITATION AGENCY

REQUEST FOR PROPOSAL

(Bidding Terms & Draft Agreement)

FOR

Selection of Agency for

Video Production Agency for Startup India

Dated: 30th January 2020

Invest India

A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT),
Ministry of Commerce and Industry, Industry Associations and State Governments of India

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SECTION 1: LETTER OF INVITATION

Dear Sir,

Invest India invites proposals from reputed bidders for selection of an Agency for all Video Production activities for Startup India.

2. A bidder will be selected under the Combined Quality cum Cost Based System method (CQCCBS) with weightages of 60:40 (60% for technical proposal and 40% for financial proposal) and as per procedures described in this RFP.

3. The content of this RFP enlists the requirements of Invest India. It includes the **Bidding Terms and Draft Agreement** which details out all that may be needed by the potential bidders to understand the financial terms and bidding process and explains the contractual terms that Invest India wishes to specify at this stage. It also consists of a draft agreement that needs to be signed between the Invest India and the successful bidder.

The RFP includes the following sections:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6- Standard Form of Contract

4. Please inform us within seven (7) days of issue of RFP at the following address, upon receipt:

4.1 That you will submit a proposal

4.2 That you will attend the pre-bid conference on 5th February 2020

5. The information may be submitted at the following address by post.

Gautam Anand
Startup India
E- Hall,
Vigyan Bhawan Annexe
Maulana Azad Road | New Delhi 110011
T: 011 23048256 M: +91 9205241872

E: gautam.anand@investindia.org.in | W: www.investindia.gov.in

Yours faithfully,

Deepak Bagla

CEO and MD

Invest India

A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India

SECTION 2: INSTRUCTIONS TO BIDDERS

Preface

Invest India is a not-for-profit joint venture between the Department for Promotion of Industries and Internal Trade, Ministry of Commerce & Industry; State Governments; and Industry associations. Operationalized in early 2010, the Agency has been set up as the dedicated Investment Promotion Agency (IPA) for attracting investments into the country in a structured, focused and comprehensive manner.

One of the flagship government of India programs under Invest India is the Startup India program. The Startup India program works towards fostering the entrepreneurial landscape in the country.

2.1 Introduction

- 2.1.1 **Invest India** named in the Data Sheet will select a bidder in accordance with the method of selection specified in the Data Sheet.
- 2.1.2 The short listed bidders are invited to submit a proposal in two parts - the Technical part and the Financial part sealed separately, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. **Late bids i.e. bids received after the specified date in the data sheet will not be considered.** The Proposals submitted will be the basis for signing the contract with the selected bidder.
- 2.1.3 The Bidders are required to familiarize themselves with the local conditions and take them into account while preparing their proposals. To obtain first-hand information on the assignment and local conditions, bidders are advised to attend a pre-bid conference as specified in the Data Sheet. Attending the pre-bid conference is optional. Bidders should contact **Invest India**'s representative named in the Data Sheet to obtain additional information on the pre-bid conference.
- 2.1.4 Bidders shall bear all costs in connection with the preparation and submission of their proposals, attending pre-bid conference, etc.
- 2.1.5 **Invest India** may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for bonafide reasons, which will be notified to all the Bidders

invited to tender. Further **Invest India** hereby reserves its right to annul the selection process at any time prior to the contract award without incurring any liability towards the Tenderers.

2.2 Documents part of RFP

2.2.1 The Request for Proposal (RFP) document for the project consists of the following sections:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6- Standard Form of Contract

2.2.2 The prospective bidders are expected to examine all instructions, forms, terms, project requirements, and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the prospective bidder's risk and may result in rejection of the proposal.

2.3 Fraud / Corruption

2.3.1 **Invest India** requires that the bidders participating in the selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, **Invest India** defines, for the purpose of this paragraph, the terms set forth as applicable to both the parties:

“corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;

“fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;

“collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of **Invest India**, designed to establish prices at artificial, noncompetitive levels;

“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract. **Invest India** will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and

2.3.2 **Invest India** will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

2.3.3 Bidders shall be aware of the provisions on fraud and corruption prescribed in the specific clauses in the General Conditions of Contract.

2.3.4 Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal with details of name and address of agents, amount, and purpose, during contract execution as per details in the Financial Proposal submission form (Section 4).

2.4 Only one Proposal

2.4.1 Bidders will submit only one proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

2.5 Proposal Validity

2.5.1 The Data Sheet indicates how long Bidders’ proposals must remain valid after the submission date. During this period, Bidders shall ensure the availability of professional staff nominated in the Proposal. Should the need arise, **Invest India** may request Bidders

to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, which would be considered in the final evaluation for Contract award. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals.

2.6 Clarification and Amendment of RFP Documents

- 2.6.1 Bidders may request for clarifications on any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to **Invest India**'s address indicated in the Data Sheet. **Invest India** will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should **Invest India** deem it necessary to amend the RFP as a result of a clarification, it shall do so by the following procedure.
- 2.6.2 At any time before the submission of Proposals, **Invest India** may amend the RFP by issuing an Corrigendum in writing or by standard electronic means. The Corrigendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals, **Invest India** may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 2.6.3 *Pre-bid conference*: Pre-bid conference will be held as specified in the Data Sheet for clarifying issues and doubts, if any, concerning the subject matter of study. Inputs from the prospective bidders will also be sought if considered necessary.

2.7 Preparation of Proposals

- 2.7.1 The Proposal as well as all related correspondence exchanged by the bidders and **Invest India**, shall be written in the language (s) specified in the Data Sheet.

- 2.7.2 In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.7.3 The numbers of Professional staff-months required for the assignment have to be estimated by the Bidders. **Invest India** will not be liable for additional cost compensation in case bid proposal is based on inadequate or under-estimated staff months. Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
- 2.7.4 Language: Documents to be issued by the bidders, as part of this assignment must be in English.
- 2.7.5 The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case the bid shall be accompanied by a certificate of authority. **A bid, which does not fulfill this criterion, will be treated as non-est. and will be liable to be rejected.**

2.8 Earnest Money Deposit (EMD)

- 2.8.1 The Bidders must submit an Earnest Money deposit of **INR 20,000** in the form of a bank draft along with a Technical proposal. DPIIT recognized Startups are exempt from submitting an EMD
- 2.8.2 The EMD shall be in Indian Rupees only. The Bank Draft should be drawn in favour of **Invest India** and payable at New Delhi.
- 2.8.3 Unsuccessful Bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days after the final selection.
- 2.8.4 The successful Bidder's EMD will be discharged only after the completion of the contract papers.
- 2.8.5 The EMD shall be forfeited:
- a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder

on the Bid Form.

- b. Or in case of a successful Bidder, if the Bidder fails to sign the contract; or
- c. If a bidder fails to furnish the Performance Guarantee.

2.8.6 Proposals not accompanied by EMD will not be considered for Technical and Financial evaluation. DPIIT recognized Startups are exempt from EMD submission.

2.9 Pre-Qualification Criteria

2.9.1 The Video Production Agency must have been in operation for a minimum of **3 years** as on 1st January 2020 (Attach Incorporation/ Registration Certificate or any other supporting document). Recognized Startups would be exempt from the above condition.

2.9.2 The Agency must have a cumulative revenue from video production work of **Rs. 50 Lacs** or above in the last three financial years (2016-17, 2017-18 and 2018-19) (A certificate from Chartered Accountant must be submitted). DPIIT recognized Startups would be exempt from the above condition.

2.10 Technical Proposal

2.10.1 Bidders are required to submit an original Full Technical Proposal (FTP) along with 2 hard copies and a soft copy (in the form of a Pen drive). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3).

- a. Format of letter to be submitted by the Bidder along with the Proposal (Form TECH-1)
- b. A brief description of the Bidders' organization and an outline of recent experience of the Bidder, assignments of a similar nature are required in Form TECH-2 of Section 3. For the assignment, the outline should indicate Contract amount, and bidder's

involvement. Information should be provided only for those assignments for which the bidder was earlier awarded Contract as an individual Agency or as a lead partner in a Consortium. Assignments completed by individual Professional staff working privately or through other Companies cannot be claimed as the experience of the bidder, or that of the Agency's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience, if requested by **Invest India**.

- c. Comments and suggestions may be proposed on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment. The bidder, however, should not make any deviation from the Terms of Reference, which reduces the scope of services. (Form TECH-3 of Section 3). The bidder may suggest their own methodology over and above the ones detailed in the project report.
- d. A description of the approach and methodology for performing the assignment covering the following subjects: technical approach and methodology, organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3.
- e. Comments, if any, on the Standard form of Contract as given in Section 3 of the RFP may be given as per Form TECH 5. However, **Invest India** is not bound to accept any/all suggestions proposed and may reject any such suggestion.
- f. Information on conflicting activities, if any, should be given as per Form TECH-6.

2.10.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive.

2.11 Financial Proposals

2.11.1 The bidder should submit the financial bid as per the format indicated in FORM FIN 2 in a separate sealed envelope.

2.11.2 The quote should be in Indian Rupees and should be inclusive of all taxes as applicable. The Financial Proposal shall be prepared using the attached Standard Form (Section 4).

2.12 Conflict of Interest

2.12.1 **Invest India**'s policy requires that bidders should provide professional, objective, and impartial advice and at all times hold **Invest India**'s interests paramount and strictly avoid conflicts with other assignments or their own corporate interests.

2.12.2 Without limitation on the generality of the foregoing, Companies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances.

2.13 Conflicting activities

2.13.1 A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

2.14 Conflicting assignments

2.14.1 Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

2.15 Ownership Rights

2.15.1 Ownership of all new artifacts (reports, presentations, data sheets and other publications) prepared/developed during the course of this assignment will rest with **Invest India** and it will have the right to resell/ implement the same with any other organization.

2.16 Conflicting relationships

2.16.1 The bidder (including its personnel) that has a business or family relationship with a member of **Invest India**'s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to **Invest India** throughout the selection process and execution of the Contract.

2.16.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of **Invest India**, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its Contract.

2.17 Negotiations

2.17.1 No negotiations will be allowed. However, after the bidder is finally selected, the detailed work-plan and sequence of activities will be finalized in consultation with **Invest India**.

2.18 Performance security

2.18.1 For the due performance of the assignment in accordance with the terms and conditions specified, the selected Agency shall on the day or before signing the contract which shall not be later than 30 (thirty) days from the issue of the Letter of Award, furnish to **Invest India** a performance security in the form of an irrevocable Bank Guarantee for an amount equal to ten percent (10%) of cost mentioned in the *financial bid*. This performance guarantee will be released after successful completion of the whole Project.

2.18.2 The Bank Guarantee/s shall be in favour of **Invest India**, issued by the State Bank of India or any Nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to **Invest India**. The Bank Guarantee/s shall be on the Proforma, which shall be furnished by **Invest India**.

2.18.3 It is expressly understood and agreed that the performance security is intended to secure performance of entire contract. It is also expressly understood and agreed that the

performance security is not intended to cover all the damages detailed / stipulated in various clauses in the Contract document.

- 2.18.4 Should the assignment period, for whatever reason be extended, the bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to **Invest India** before the expiry date of the Bank Guarantee originally furnished.

2.19 Confidentiality

- 2.19.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any bidder of confidential information related to the process may result in rejection of its Proposal and adversely affect its future prospects.

2.20 Authorization of signatory:

- 2.20.1 The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Representative or the Principal Officer. The Principal Officer/ authorized representative of the Agency shall sign the proposal and also initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid.

2.21 Submission, Receipt, and Opening of Proposals

- 2.21.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. Submission

letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

2.21.2 It is proposed to have the following Envelope System for this bid:

- a. **Envelope 1:**
 - i. Demand Draft for Earnest Money Deposit
 - ii. Pre-Qualification Proposal, a copy and a Pendrive
 - iii. Technical Bid Proposal One original, 2 copies and one Pendrive
- b. **Envelope 2:** Financial Bid
- c. **Envelope 3:** Both the above envelopes in Envelope 3

2.21.3 Details of the contents of the envelopes are given in the following table:

2.22 Important Dates

S No.	Activity	Date
1	Pre-bid meeting	February 5, 2020
2	Submission of written queries (email or post only)	February 8, 2020
3	Release of responses to Clarifications	February 11, 2020
4	Last date for submission of Proposal	February 17, 2020 by 1700 hours
5	Technical Bid Opening	February 21, 2020
6	Date for Shortlisted agencies to be released	February 25, 2020
7	Financial Bid Opening	February 28, 2020

Envelope 1:
EMD, Pre-
Qualification
Proposal &
Technical
Proposal

- The Bidder must submit an **EMD** which shall be in the form of a Demand Draft in Indian Rupees only. The Bank Draft should be drawn in favour of **Invest India** and payable at New Delhi.
- The **Pre-Qualification Proposal** shall be prepared in accordance with the requirements specified in S. No. 2.9 of this section and in the data sheet of this RFP. The Pre-Qualification Proposal should be submitted in hard copy (one original and one copy) and 1 Pen drive only. The words “**Pre-Qualification Proposal – Video Production Agency for Startup India**” shall be written on the hardcopy and Pen drive.
- The **Technical Proposal** shall be prepared in accordance with the requirements specified in S. No. 2.10, Data Sheet and in the Tech forms in Section 3 prescribed in this RFP. The Technical Bid should be submitted in hard copy (one original and two copies) and on **Pen drive** only. The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
 - The words “**Pre-Qualification and Technical Proposal – Video Production Agency for Startup India**” shall be written on the hardcopies and Pen drive. Pen drive should contain pdf version of the signed Technical Proposal submitted by the Bidder in hard copy.
 - The hardcopies and Pen drive shall be put in the envelope, which shall be sealed and super scribed “**Pre-Qualification Proposal – Video Production Agency for Startup India**”. This envelope and Pen drive **should not** contain the financial bid, in either explicit or implicit form, in which case the bid will be rejected.

<p>Envelope 2: Financial bid</p>	<ul style="list-style-type: none"> • The Financial bid shall be submitted in a sealed envelope as per the format prescribed in Section 4 of this RFP. • The Financial bid shall be submitted on Hard Copy only. NO Pen drive WILL BE SUBMITTED. • The words “Financial bid – Video Production Agency for Startup India ” shall be written on the hardcopy. The Hard Copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed “Financial bid - Video Production Agency for Startup India (Not to be opened with the Technical Proposal)” <p>Note: Unsigned Hard Copy of the Financial bid will lead to rejection of the bid.</p>
<p>Envelope 3</p>	<p>Both Envelope 1 and Envelope 2 should be put in Envelope 3 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“Proposal for Video Production Agency for Startup India ”)</p> <p>This outer envelope shall bear the submission address, reference number (mentioned in Data Sheet) and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED”</p>

2.22.1 **Invest India** shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

2.22.2 The Proposals must be sent to the address/ addresses indicated in the Data Sheet and received not later than the time and the date indicated in the Data Sheet. Any proposal

received after the deadline for submission shall be returned unopened against acknowledgement or Registered AD post/ courier.

2.22.3 Technical Proposals shall be opened immediately after the deadline for their submission is over. The envelopes with the Financial Proposals shall remain sealed and securely stored.

2.23 Proposal Evaluation

2.23.1 From the time the Proposals are opened and up to the time the Contract is awarded, the bidders shall not contact **Invest India** on any matter related to its Technical and/or Financial Proposal. Any effort by bidder to influence **Invest India** in the examination, evaluation, ranking of Proposals, canvassing in any form or recommendation for award of Contract, may result in the rejection of the bidder's Proposal.

2.23.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.24 Evaluation of Technical Proposals

2.23.1 Proposals, which are not supported by adequate proof of the Signatory's Authority or are not accompanied by an EMD will not be evaluated.

2.23.2 The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification criteria as referred in Clause No. 3 of Data Sheet. The technical proposals will be evaluated on the basis of their responses to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Evaluations will be based on documentary evidence submitted by the bidder with respect to pre-qualification / evaluation / selection criteria. Each responsive proposal will be given a technical score (Ts). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Technical proposals, which are unsigned and incomplete shall not be evaluated.

2.24.1 The proposal shall be rejected if bidder does not fulfill the eligibility criteria or the validity period of the proposal.

2.24.2 During the process of evaluation of the technical proposal, the bidder will be required to make presentation on its Proposal covering Experience/ Technical Proposal including Implementation Methodology, Team Composition and Activity Schedule. The date and time of the presentation will be intimated individually.

2.25 Public Opening and Evaluation of Financial Proposals

2.25.1 After the technical evaluation is completed, the bidders shall be informed in writing about the time and location for opening the Financial Proposals. Bidder's attendance at the opening of Financial Proposals is optional but it shall be recorded and signed by all present.

2.25.2 Financial Proposals shall be opened publicly in the presence of the bidder's representatives who choose to attend. The name of the bidders whose technical proposal is found responsive (i.e. identified benchmark) shall be read out. The Financial Proposal of the bidders who meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals of the bidders who meet the qualifying mark as indicated in the Data Sheet shall be then opened, and the prices read aloud and recorded.

2.25.3 Financial proposals of only those bidders will be evaluated, who secure a minimum of 60% marks in the technical evaluation. The proposal with the lowest total bid value as given in FORM FIN 2 shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their total bid value.

2.26 Combined Evaluation

2.26.1 Based on the criteria in item No. 20 of Data Sheet-Part II the combined score shall be obtained by weighing the technical and financial scores in the ratio of 60:40 and adding them up. On the basis of combined weighted score for technical and financial, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest combined score in evaluation will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. **The bidder securing the highest combined marks will be considered for award of the contract.**

Example:

As an example, the following procedure will be followed. The minimum qualifying marks for technical qualifications is 60 and the weightage of the technical bids and financial bids is kept as 60: 40. Assuming that in response to the RFP, 3 proposals, A, B & C are received. The technical evaluation committee awards them 75, 80, and 90 marks respectively. The minimum qualifying marks are 60. All the 3 proposals are, therefore, found technically suitable and their financial proposals will be opened after notifying the date and time of bid opening to the successful participants. Assuming that the evaluation committee examines the financial proposals and the quoted total bid values are as under:

Proposal	Total Bid Value
A	Rs.120
B	Rs.100
C	Rs.110

Using the formula $LTBV / TBV$, where $LTBV$ stands for Lowest Total Bid Value and TBV stands for Total Bid Value, the committee will give them the following points for financial proposals:

A	:	$100 / 120$	=	83 points
B	:	$100 / 100$	=	100 points
C	:	$100 / 110$	=	91 points

In the combined evaluation, thereafter, the evaluation committee will calculate the combined technical and financial score as under:

Proposal A	:	$75 \times 0.60 + 83 \times 0.40 = 78.2$	points.
Proposal B	:	$80 \times 0.60 + 100 \times 0.40 = 88$	points
Proposal C	:	$90 \times 0.60 + 91 \times 0.40 = 90.4$	points.

The three proposals in the combined technical and financial evaluation will be ranked as under:

Proposal A:	78.2 points	: H3
Proposal B:	88 points	: H2
Proposal C:	90.4 points	: H1

Proposal C at the total bid value of Rs.110 will, therefore, declared as winner and recommended for approval, to the competent authority.

2.27 Information

2.27.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any bidders of confidential information related to the process may result in the rejection of its Proposal and may adversely affect its future prospects.

2.28 Taxes

2.28.1 The bidder shall include in Bid Price all local taxes and duties as applicable on amounts payable by the Agency under the Contract. All taxes, duties and other impositions as applicable in India shall always be deemed to be included in the Financial Proposal.

2.28.2 The Financial Proposal shall include all commercial implications and all applicable taxes should also be included in the Financial Proposal.

2.28.3 Bid/Contract price shall remain fixed for the entire Contract period.

2.29 Award of Contract

2.29.1 The bidder securing the highest combined score will be considered for award of Contract.

2.29.2 **Invest India** shall award the Contract to the selected bidder by issue of Letter of Award (LOA) and notify all bidders who have submitted proposals after award is accepted by the selected bidder.

2.29.3 The selected bidders are expected to commence the assignment on the date and at the location specified in the LOA/ Contract.

2.29.4 If any of the selected bidders do not sign the Contract within the stipulated period or does not submit the Performance Guarantee within time, the LOA may be cancelled for the unresponsive bidder and the bidder securing the next higher combined marks will be considered for award of Contract.

2.30 Data Sheet

1.	Name of the client:	Invest India , A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India
	Method of selection:	Combined Quality cum Cost Based System (CQCCBS)
2.	Documents part of RFP:	The RFP consists of the Bidding Terms and Draft Agreement . It details out all information that may be needed by the potential bidders to understand the financial terms and various bidding processes and explains the contractual terms Invest India wishes to specify at this stage. It also consists of a draft Agreement that needs to be signed between Invest India and the successful bidder.
3.	Pre-Qualification Criteria	<p>(a) The Video Production Agency must have been in operation for a minimum of 3 years as on 1st January 2020. (Attach Incorporation/ Registration Certificate or any other supporting document). DPIIT recognized Startups are exempt from the above requirement</p> <p>(b) The Agency must have a cumulative revenue from video production work of Rs. 50 lakhs or above in the last three financial years (2016-17, 2017-18 and 2018-19) (A certificate from Chartered Accountant must be submitted). DPIIT recognized startups are exempt from the above requirement.</p> <p><i>Documentary proof with respect to the above criteria is essential without which the proposal will be rejected. Technical and Financial evaluation will be done <u>only</u> for the bidders satisfying</i></p>

		<p><i>the above criteria.</i></p> <p><i>Bidders should facilitate Invest India, if so desired, to have examination of projects having been implemented and provide 3 references from prior customers.</i></p>
4.	Earnest Money Deposit requested:	Yes. The Bidder must submit an EMD of Rs. 20,000 in Indian Rupees in the form of a Demand Draft drawn in favor of Invest India payable at New Delhi. DPIIT recognized Startups are exempt from the same requirement.
5.	Technical and Financial Proposals requested:	Yes
	Name, objectives, and description of the assignment:	As detailed in TOR (Section 5)
6.	Pre-bid conference:	<p>Date: 5th February 2020</p> <p>Time: 16:00 hrs</p> <p>Venue: Conference Room, Invest India First Floor Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011</p> <p>Contact Gautam Anand Invest India E-Hall Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 T: 011 23048256 M: +91 9205241872 E: gautam.anand@investindia.org.in W: www.investindia.gov.in</p> <p><i>Bidders may confirm their participation in the pre-bid conference to the above person.</i></p>
7.	Clauses on fraud and	Clause 3 of Section 2

	liability:]: Amounts payable by Invest India to the Agency under the Contract shall be the Contract price inclusive of all taxes and duties and after deductions indicated in clause 6.2.7	Yes
12.	Bidder to state cost in the national currency:	Cost to be stated in Indian Rupees
13.	Proposals must remain valid until:	Date: January 1st, 2021
14.	Address to submit an original, Two(2) additional copy of each proposal and one soft copy of technical proposal in the form of a Pen Drive by the Agency:	Gautam Anand Invest India E-Hall Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 T: 011 23048256 M: +91 9205241872 E: gautam.anand@investindia.org.in W: www.investindia.gov.in
15.	Proposals submission date:	Not later than the following date and time: Date: 17 th February, 2020 Before 5:00 P.M
16.	Address to send information to Invest India:	Gautam Anand Invest India E-Hall Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 T: 011 23048256 M: +91 9205241872 E: gautam.anand@investindia.org.in W: www.investindia.gov.in

17.	Number of points to be given under each evaluation submission/criteria for technical evaluation:	
	Evaluation Submission/Criteria:	Points
	Organization profile, including short history, core competency, and resources available.	<u>20 Points</u>
	Past experience in video production (Below 3 yrs – 10 points) (Below 5 yrs – 15 points) (Above 5 years – 20 points)	<u>20 Points</u>
	Specimen of similar work executed in the past 3 years with work order of any value. (provide in Pen drive)	<u>60 Points</u>
	<u>Total</u>	<u>100 Points</u>
The bidder will be required to make presentation on its Proposal covering Experience/Technical Proposal including Implementation Methodology, Team Composition etc.		
18.	<u>Financial Evaluation:</u> Invest India shall shortlist all the Companies who secure the minimum required marks. The minimum cut off will be 60 % (Sixty Percent). <i>Financial proposals of <u>only</u> the Companies scoring 60% in technical bid will be evaluated.</i>	

	<p>The proposal with the lowest total bid value shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.</p>		
19.	<p><u>Combined Evaluation:</u></p> <p>Based on the criteria in item No. 17 the Technical Scores will be assigned and will have a weightage of 60%. The Financial Proposals will be allotted a weightage of 40%. The total score shall be obtained by weighing the technical and financial scores and adding them up. On the basis of combined weighted technical and financial score, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest total combined technical and financial score will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The top bidder will be awarded contract.</p>		
20.	<table border="0"> <tr> <td data-bbox="250 772 646 1136">Address for correspondence:</td> <td data-bbox="646 772 1485 1136"> Gautam Anand Invest India E-Hall Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 T: 011 23048256 M: +91 9205241872 E:gautam.anand@investindia.org.inW:www.investindia.gov.in </td> </tr> </table>	Address for correspondence:	Gautam Anand Invest India E-Hall Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 T: 011 23048256 M: +91 9205241872 E:gautam.anand@investindia.org.inW: www.investindia.gov.in
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21.	<p>Terms of Payment</p> <p>Advance payment will not be considered.</p> <p>The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as reports during the month, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month.</p> <p>The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated</p>		

			subsequently by 'Invest India'. The GST VAT component shall be paid as applicable and as per actuals. For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.
22.	Commencement assignment:	of	On the date and at the location specified in the LOA/Contract

SECTION 3: TECHNICAL PROPOSAL- STANDARD FORMS

(On Bidder's Letter-head)

Form Tech 1A: Letter of Proposal Submission

[Location, Date]

To

Invest India,

E-Hall, Vigyan Bhawan Annexe - 110001

Dear Sir

We, the undersigned, offer to provide the complete solutions for **Video Production Agency for Startup India**, in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our proposal, which includes this Technical Proposal, and also the Financial Proposal as indicated in clause 10 and 11 of Section 2 sealed under a separate envelope.

We undertake the total responsibility for performance of the contract, if awarded to us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We understand that **Invest India** is not bound to accept any proposal it receives.

Yours faithfully,

*Authorized Signatory [In full and Designation]:

Name and Title of Signatory:

Name of Bidder:

Address:

* **NB: Authorization in form of power of Attorney is required on a non-judicial Stamp Paper.**

Form Tech 1B: Bidder's Authorization Certificate

To,

Invest India,

Hall E, Vigyan Bhawan Annexe

New Delhi 110011

<Bidder's Name> _____, <Designation> _____ is hereby authorized to sign relevant documents on behalf of the Agency in dealing with proposal of reference <Reference No. & Date> _____. He is also authorized to attend meetings and submit technical & financial information as may be required by you in the course of processing above said proposal.

Thanking you,

Authorized Signatory.

<Agency Name>

Seal

Form Tech 1B: Bidder Details and Checklist

1	Agency Information	Details
1.1	Agency Name	
1.2	Details Address Phone number Email Fax Website	
1.3	Contact Person: <i>Chief Executive/ Head of Operations</i> Name Designation Mobile Number Email Fax	
1.4	Contact Person: <i>Project Leader</i> Name Designation Mobile Number Email Fax	

2	Pre-Qualification Criteria and Supporting Documents	Compliance X / √
2.1	Are you a DPIIT recognized Startup? If not, your Agency must be in operation for a minimum of 3 years as on 1 st January, 2020	
	Attach Incorporation/ Registration Certificate or any other supporting document.	
2.2	Have you successfully earned cumulative revenue from video production work of Rs. 50 Lakhs or above in the last three financial years ? DPIIT recognized Startups can be excused from the same requirement.	
	A certificate from Chartered Accountant must be submitted	
2.3	Have you attached the Rs.20,000 Demand Draft for EMD? DPIIT recognized Startups are excused from the same requirement.	

Documentary proof is essential without which the proposal will be rejected. Technical and Financial evaluation will be done only for the bidders satisfying the above criteria.

TECH FORMS	FORM NAME	X / √	Mention list of all supporting documents attached (if any)
TECH-1	Letter of proposal submission		
TECH-2	Bidder's organization and experience		
	(A). Bidder's organization		
	(B). Bidder's experience		
TECH-3	Comments or suggestions on the Terms of Reference		
TECH-4	Description of the approach and methodology for performing the assignments/ jobs		
TECH-5	Comments/ modifications suggested on Draft Contract		
TECH-6	Information regarding conflicting activities and wrong declaration thereof		

Form Tech 2: Bidder's Organization and Experience

(A) - Bidder's Organization

[Provide here a brief description of the background and organization of your Agency/entity and each associate for this assignment. The brief description should include ownership details, date and place of incorporation/ registration of the agency, objectives of the agency etc.

Attach Incorporation/ Registration Certificate, Audited Account Sheets/ P&L Sheets.

(B) - Bidder's Experience

Using the format below, provide information on each assignment/job for which your agency, had legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out assignment/job similar to the ones requested under this assignment/job (exact assignment / job details may be submitted). Recognized Startups may be excused from furnishing the same (unless they do have assignment and jobs they would want to share with us)

Agency's name: _____

Assignment Name:		Country:	
Location within Country:		Key professional staff Provided by Your Firm / entity(profiles):	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR):	
Name of Associated Consultants, if any:		No. of Months of Key professional staff provided by Associated Consultants:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

Note: *Please provide documentary evidence i.e. copy of work order, Contract for each of above mentioned assignment. The experience shall not be considered for evaluation, if such requisite support documents are not provided with the Proposal*

Form Tech 3: Comments and Suggestions on the understanding of the Terms of Reference

On the Terms of Reference

Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal inter-alia indicating the charges/ amounts for proposed additions/ deletions.

However, **Invest India** is not bound to accept any/all suggestions proposed and may reject any such suggestion.

**Form Tech 4: Description of Approach and Methodology for Performing the Assignment/
Job**

[Technical approach and methodology are key components of the Technical Proposal].

You are suggested to present your Technical Proposal as follows:

Technical Approach and Equipment: In this you should explain your understanding of the objectives of the Assignment/job, technical equipment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

Form Tech 5: Comments/ Modifications Suggested on Draft Contract

Here the Bidder shall mention any suggestion / views on the draft Contract attached with the RFP document. The Bidder may also mention here any modifications sought by him in the provisions of the draft Contract indicating the changes claimed for such modifications. This information shall be used for evaluation and at the time of the contract signing.

However, **Invest India** is not bound to accept any/all modifications sought and may reject any such request of modification.

Form Tech 6: Information regarding Conflicting Activities and Wrong Declaration thereof

Are there any activities carried out by your Agency which are of conflicting nature. If yes, please furnish details of any such activities. If no, please certify as under:

We hereby declare that our Agency, our associate / group Agency are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / Contract shall be rejected / terminated by **Invest India** without any compensation which decision shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

SECTION 4: FINANCIAL PROPOSAL- STANDARD FORMS

Form Fin 1: Financial Proposal Submission Form

[Location, Date]

To: **Invest India,**

Dear Sir

We, the undersigned, offer to provide the Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposals (in one sealed envelope) is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes. We hereby confirm that the financial proposals are unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till _____.

We understand that 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 Agency:

Address:

Form Fin 2: Lumpsum Cost as per TOR of Section 5

Please share your quote for video production activity.

Your rate card will be used for any work given to you.

BID PROPOSAL SHEETS

Name of the work: **Video Production Agency for Startup India**. Quotes submitted towards providing complete solutions to **Invest India, A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India**, in accordance with the scope of work and terms & conditions mentioned under Scope of Services in clause 5.2, Section 5.

For the proposal, please assume the total number of 2-3 minute & 8-10 minute videos as 30 each for a total of 60 videos.

S. No.	Scope of Work	INR
i.	Cost per video – 2-3 minutes	
ii.	Cost per video - 8-10 minutes	
TOTAL BID VALUE FOR 60 videos (inclusive of all taxes)		

(The amount should be inclusive of all Taxes and for the entire scope of services)

Note:

- The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
- For the purpose of evaluation for Selection of Bidders, the total cost inclusive of taxes of all the above will be considered.
- Bidder must submit their financial bid for the total scope of work.

Signature of the Authorized Signatory

Place:

Name:

Date:

Designation:

Name & Address of the Bidder:

SECTION 5: TERMS OF REFERENCE

5.1 Introduction

5.2 Scope of Work

5.3 Terms of Payment

5.1 Introduction

5.1.1 About Invest India

Invest India is the national investment promotion agency of India. It is promoted by Department of Industrial Policy & Promotion (DPIIT), Ministry of Commerce and Industry, the State Governments and the Federation of Indian Chambers of Commerce and Industry (FICCI).

Invest India serves as the first point of reference for investors considering a location, industry or partner in India. Investment promotion and facilitation constitute our core mandate.

- Invest India proposes to appoint an agency for the shooting, editing and final production of videos with interviews of thought leaders across Startups, government, industry and academia. The films have to be accompanied by suitable animation, graphics and background score to make them interesting and engaging. Furthermore, the agency may have to intersperse infographics (with animation) and primary/secondary footage of the sectors within the interviews.
- The Agency should have proven expertise on preparation of films of similar nature. It needs to have a highly competent team in place for shooting of videos, designing, editing and giving it an attractive audio-visual rendition. Prior experience of handling a similar project(s) will be an added advantage. Comprehensive details on present clientele and past work undertaken must be included. Agencies are also required to provide a sample video(s) of similar work done in the past in a storage device.
- The creative/production agency would be appointed on a project basis for the said project.

5.1.2 Objectives

- b) In order to establish brand building of Invest India and various initiatives managed by it, Invest India intend to empanel agencies with high quality equipment and latest technological capabilities for production of video films by Invest India.

5.2 Scope of Work and Deliverables

The scope of work of the Agency, during the period of the assignment will include:

- At least 30 high definition testimonial films (2-3 minutes each) - films have to be accompanied by suitable animation, graphics and background score to make them interesting and engaging. Furthermore, the agency may have to intersperse infographics (with animation) and primary/secondary footage of the sectors within the interviews.
- At least 30 high definition interview videos (8-10 minutes each) - films have to be accompanied by suitable animation, graphics and background score to make them interesting and engaging. Furthermore, the agency may have to intersperse infographics (with animation) and primary/secondary footage of the sectors within the interviews.
- Assume all videos will be in Delhi NCR/Bengaluru/Mumbai/Chennai. No separate travel or boarding costs shall be provided for these cities.

5.3 Payment Terms

Advance payment **will not be** considered.

The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills during the month, for which the bills are submitted.

A reconciliation sheet pertaining to the bills will be submitted every month. The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by Invest India.

The GST/ VAT component shall be paid as applicable and as per actuals.

For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

SECTION 6: STANDARD FORM OF CONTRACT

CONTRACT FOR SERVICES

between

Invest India,

A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT),
Ministry of Commerce and Industry, Industry Associations and State Governments of India

and

[Name of the Agency]

Dated: _____

For

Selection of Agency for

Video Production Agency for Startup India

(On Non-judicial Stamp Paper)

6.1 Form of Contract

This Contract is made at _____ on the _____ between **Invest India**, 1st Floor Vigyan Bhawan Annexe, Maulana Azad Road New Delhi 110011 (hereinafter called **Invest India**) of the First Party

AND

_____, having its office at _____ 5 (hereinafter called “**Agency**”) of the Second Party.

WHEREAS

(a) The Agency, having represented to **Invest India** that it has the required professional skills, personnel and technical resources, has offered to carry out the services in response to the Tender Notice called ‘Request for Proposal’ dated _____ issued by **Invest India**;

(b) **Invest India** has accepted the proposal dated _____ submitted by the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED between the Parties as follows:

1. The following documents shall be deemed to form an integral part of this Contract:
 - a. **Invest India** General Conditions of Contract;
 - b. The Special Conditions of Contract;
 - c. The following Appendices:
 - i. Description of Services/ Scope of Work
 - ii. Reporting Requirements
 - iii. Total cost of Services
 - iv. Duties of **Invest India**
 - v. Format for Performance Bank Guarantee

d. Agency Proposal dated _____.

e. Letter of Award dated _____ issued by **Invest India**

2. The mutual rights and obligations of **Invest India** and the Agency shall be as set forth in the Contract, in particular:

a. The SCOPE OF WORK will be as per Terms of Reference of Section 5.

b. The activities and the deliverables against each activity would be as per Section 5

c. The Agency shall carry out and complete the Services within the time frame indicated in RFP in accordance with the provisions of the Contract;

d. The consideration or Contract Price shall be Rs. _____ inclusive of all taxes.

e. This contract is effective from _____ till completion of the project.

f. The contract is extendable on mutual consent (written) between the parties.

g. **Invest India** shall make payments to the Agency in accordance with the provisions of the Contract.

h. Detailed terms and conditions of the Contract are contained in the Contract Documents mentioned in Para 1 above. The same are to be read harmoniously

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by _____

In presence of

1. For and on behalf of [**Invest India**]

(i)

[Authorized Representative]

(ii)

2. for and on behalf of [name of Agency]

In presence of (Witnesses)

(i)

(ii)

[Authorized Representative]

6.2 General Conditions of Contract

6.2.1 General Provisions

6.2.1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. **Invest India** is A joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India, New Delhi
- ii. “Applicable Law” means the laws and any other instruments having the force of law in India.
- iii. “Client” means **Invest India** with which the selected Agency signs the contract for the services.
- iv. “Monitoring Committee” (MC) means a Committee constituted to monitor the progress of the assignment which may make judgment giving reasons thereafter as to which shall be recorded in writing.
- v. “Agency” means any entity that may provide or provides the Services to **Invest India** under the Contract.
- vi. “Contract” means the Contract signed by the Parties and all the Contract documents listed in its Clause 1 of the Contract.
- vii. “Data Sheet” means such part of the Instructions to bidders used to reflect assignment conditions.
- viii. “Day” means calendar day.
- ix. “Effective Date” means the date on which this Contract comes into force.
- x. “GCC” means these General Conditions of Contract.
- xi. “Government” means the Government of India
- xii. “Indian Currency” means Indian Rupees (INR).
- xiii. “Instructions to Companies” (Section 2 of the RFP) means the document which provides Companies with all information needed to prepare their Proposals.

- xiv. “In writing” means communicated in written form with proof of receipt.
- xv. “Liquidated Damages” herein- may be specified as “LD”.
- xvi. “Local Currency” means Indian Rupees (INR).
- xvii. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by **Invest India** to the shortlisted Companies.
- xviii. “LOA” means the Letter of Award issued by **Invest India** conveying its acceptance of the proposal of the successful Agency.
- xix. “Party” means **Invest India** or the Agency, as the case may be, and “Parties” means both of them.
- xx. “Personnel” means professionals and support staff provided by the Companies and assigned to perform the services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the country; “Local Personnel” means such professionals and support staff who at the time of being so provided have their domicile inside the country;
- xxi. “Proposal” includes both the Technical Proposal and the Financial Proposal.
- xxii. “RFP” means the Request for Proposal prepared by **Invest India** for the selection of Companies.
- xxiii. “Services” means the work to be performed by the Agency pursuant to the Contract.
- xxiv. “Third Party” means any person or entity other than **Invest India**, or the Agency.

6.2.1.2 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between **Invest India** and the Agency. The Agency, subject to this Contract, has complete charge of Personnel, performing the Services and shall be fully responsible for the Services performed by them on his behalf including salary to its employees.

6.2.1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

6.2.1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

6.2.1.5 Notices:

6.2.1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered against acknowledgement to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/courier to the addresses specified below.

Agency: _____

Attention: _____

Address with Communication details: _____

6.2.1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below.

Agency: _____

Attention: _____

Address with Communication details: _____

6.2.1.6 Location: The Services shall be performed at such locations as indicated in the TOR/LOA and, where the location of a particular task is not so specified, at such locations, as **Invest India** may notify in writing.

6.2.1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract or any amendment thereof by **Invest India** or the Agency may be taken or executed by the officials specified below.

Agency: _____

Attention: _____

Address with Communication details: _____

The Agency shall issue Power of Attorney in favour of its Authorized Representative.

6.2.1.8 Taxes and Duties: The Agency shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India, applicable at the time of submission of the Proposal.

6.2.1.9 Fraud and Corruption

6.2.1.9.1 Definitions: It is **Invest India**'s policy to require that **Invest India** as well as Companies observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, **Invest India** defines, for the purpose of this provision, the terms set forth as follows:

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
- iii. "collusive practices" means a scheme or arrangement between two or more Companies, with or without the knowledge of **Invest India**, designed to establish prices at artificial, noncompetitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.

6.2.1.9.2 Measures to be taken by Invest India

- i. **Invest India** may terminate the Contract if it comes to know at any point of time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Agency having taken timely and appropriate action satisfactory to **Invest India** to remedy the situation after receipt of Notice.
- ii. **Invest India** after issue of Show Cause Notice to Agency may also sanction against the Agency, declaring the Agency ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if it at any point of time comes to know that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any **Invest India** -financed Contract.

6.2.2 Commencement, Completion, Modification and Termination of Contract

6.2.2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date of acceptance of LOA or signing of the Contract or any date as specifically stated in the Contract(i.e _____).

6.2.2.2 Unless otherwise terminated under the provisions of any other relevant clauses, this contract shall be deemed to have been completed on completion of the scope of work, deliverables and submission of all the reports and release of final payments.

6.2.2.3 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

6.2.2.4 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof. Any modification in the technical submission without prior communication and approval will lead to a 25% cost penalty

(b) In cases of substantial modifications or variations, a supplementary Agreement between **Invest India** and Agency is required.

6.2.2.5 Force Majeure

6.2.2.5.1 Definition:

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other

industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Companies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

6.2.2.5.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all Measures, with the objective of carrying out the terms and conditions of this Contract.

6.2.2.5.3 Measures to be taken:

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by **Invest India**, shall either: (i) Demobilize or (ii) continue with the Services to the extent possible, in which case **Invest India** on being satisfied

shall continue to pay proportionately to the Agency and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 6.2.9 hereunder.

6.2.2.6 Suspension: **Invest India** may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails 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 failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

6.2.2.7 Termination:

6.2.2.7.1 By Invest India: **Invest India** may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

(a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by **Invest India**, within thirty (30) days of receipt of such notice or within such further period as **Invest India** may have subsequently approved in writing.

(b) If the Agency becomes insolvent or goes into compulsory liquidation.

(c) If the Agency, in the judgment of **Invest India**, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(d) If the Agency submits to **Invest India** a false statement which has a material effect on the rights, obligations or interests of **Invest India**.

(e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to **Invest India**.

(f) If the Agency fails to provide the quality services as envisaged under this Contract. The Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Agency to improve the quality of the services.

(g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If **Invest India**, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence **Invest India** shall give a not less than thirty (30) days' written advance notice before terminating the Contract of Companies, and sixty (60) days' in case of the event referred to in (h) and 100 (hundred) days in case it does not pay the Award amount as per Award against it passed by arbitration.

6.2.2.7.2 By the Agency: The Agency may terminate this Contract, by not less than thirty (30) days' written notice to **Invest India**, in case of the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 6.2.2.7.2.

(a) If **Invest India** fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 6.2.9 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.

(b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If **Invest India** fails to comply with any final decision reached as a result of Arbitration pursuant to Clause 6.2.9 hereof.

(d) If **Invest India** is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by **Invest India** of the Agency's notice specifying such breach.

6.2.2.7.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 6.2.2.7 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 6.2.3.3 hereof, (iii) the Agency's obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records as set forth in Clause 6.2.3.5 hereof, and (iv) any right which a Party may have under the Law.

6.2.2.7.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 6.2.2.7.1 or 6.2.2.7.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close and vacate the premises of **Invest India** in a prompt and orderly manner. With respect to documents prepared by the Agency and equipment and materials furnished by **Invest India**, the Agency shall proceed as provided, respectively.

6.2.2.7.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 6.2.2.7.1 or 6.2.2.7.2 hereof, **Invest India** shall make the following payments to the Agency:

(a) If the agreement is terminated pursuant of Clause 6.2.2.7.1 (a) to (f), the Agency shall not be entitled to receive any agreed payments upon termination of the Contract. However, **Invest India** may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to **Invest India**. Under such circumstances, upon termination, **Invest India** may also impose liquidated damages as per the provisions of Clause 6.2.10 hereof. The Agency will be required to pay any such liquidated damages and compensation as permissible under Contract Act to **Invest India** within Thirty (30) days of termination date.

(b) In the event of termination under 6.2.2.7.1 (g & h), the payment schedule as specified in this contract shall not apply and the costs of work delivered by Agency and the cost of demobilization of Agency teams will be mutually decided and paid by **Invest India** to Agency.

6.2.2.7.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 6.2.2.7.1 or in Clause 6.2.2.7.2 hereof has occurred, such Party may, if it chosen within forty-five (45) days after receipt of notice of termination from the other Party, may seek settlement under Clause 6.2.9 hereof.

6.2.3 Obligations of the Agency

6.2.3.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the

Services, as faithful adviser to **Invest India**, and shall at all times support and safeguard **Invest India**'s legitimate interests in its dealings.

6.2.3.2 Conflict of Interests: The Agency shall hold **Invest India**'s interest's paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to **Invest India** and seek its instructions for compliance.

6.2.3.2.1 Prohibition of Conflicting Activities: The Agency shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

6.2.3.3 Confidentiality: Except with the prior written consent of **Invest India**, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution.

6.2.3.4 Statutory requirements by the Agency: The Agency is liable to extend the benefits as provided under the various statutory and labour laws and other relevant applicable laws.

6.2.3.5 Agency's actions requiring Invest India's prior approval: The Agency shall obtain **Invest India**'s prior approval in writing before making any change or addition to the Personnel listed in Appendix C.

6.2.3.6 Reporting Obligations: The Agency shall submit to **Invest India** the reports and documents (agreed to be submitted between **Invest India** and Agency) hereto, in the form, in the numbers and within the time periods mutually agreed.

6.2.3.7 Publications, Reports and Documents Prepared by the Agency to be the Property of Invest India: All publications and reports, database and other documents prepared by the Agency for **Invest India** under this Contract shall become and remain the property of **Invest India**, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such reports and documents to **Invest India**, together with a detailed inventory thereof. The Agency may retain a copy of such reports and documents, but shall not use anywhere, without taking permission, in writing, from **Invest India** and **Invest India** reserves right to grant or deny any

such request. If license agreements are necessary or appropriate between the Agency and third Parties for purposes of development of any such reports, the Agency shall obtain **Invest India**'s prior written approval to such agreements, and **Invest India** shall be entitled at its discretion to require recovering the expenses related to the development of the report(s) concerned.

6.2.4 Companies' Personnel

The Agency shall employ and provide at its own cost such qualified and experienced Personnel as are required to carry out the Services. Their salaries, claims, insurance, damages, compensation, travel etc. will be the liability of the Agency and **Invest India** will in no way be responsible for any such claims/ damages.

6.2.5 Obligations of Invest India

6.2.5.1 Assistance and Exemptions: Unless otherwise specified, **Invest India** shall use its best efforts to ensure that it shall:

(a) Provide to the Agency and Personnel any such other assistance to facilitate performance of the Contract.

6.2.5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. goods and service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.2.6.1. However, in case of any new or fresh tax or levy imposed after submission of the Proposal the Agency shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.

6.2.5.3 Payment: In consideration of the Services performed by the Agency under this Contract, **Invest India** shall make to the Agency such payments and in such manner as is provided by Clause 6.2.17 of this Contract.

6.2.5.4 The other duties of **Invest India**, if any, shall be as mutually agreed between **Invest India** and the Agency

6.2.6 Payments to the Agency

6.2.6.1 Total Cost of the Services:

(a) The total cost of the Services payable as per the Agency's proposal to **Invest India** shall be (INR) _____.

(b) The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights.

(c) Except as may be otherwise agreed under Clause 6.2.2.4 and subject to Clause 6.2.6.1(c), payments under this Contract shall not exceed the amount specified in the contract.

(d) Notwithstanding Clause 6.2.6.1(b) hereof, if pursuant to Clause 6.2.5.2 hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.2.6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause 6.2.6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2.6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.2.6.3 Terms of Payment: The payments in respect of the Services shall be made as follows (Please refer to the detailed Terms of Payment at the end of this Section):

(a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved.

(b) Once a milestone is completed, the Agency shall submit the requisite deliverables as specified in this Contract and such invoice (in triplicate) which falls due as per schedule of payment. **Invest India** shall release the requisite payment upon acceptance of the deliverables. However, if **Invest India** fails to intimate acceptance of the deliverables or its objections thereto, within Thirty (30) days of receipt of it, **Invest India** shall release the payment to the Agency without further delay.

(c) *Final Payment:* The final payment shall be made only after the final deliverable and a final statement, identified as deliverable, shall have been submitted by the Agency and approved as

satisfactory by **Invest India**. The Services shall be deemed completed and finally accepted by **Invest India** and the final deliverable and final statement shall be deemed approved by **Invest India** as satisfactory after ninety (90) calendar days after receipt of the final deliverable and final statement by **Invest India**, if within such ninety (90) day period, **Invest India** does not give written notice to the Agency specifying in detail deficiencies in the Services specified, the final deliverable or final statement. The Agency shall thereupon promptly make all necessary corrections, and thereafter the foregoing process shall be repeated. Any extra amount, which **Invest India** has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to **Invest India** within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by **Invest India** for reimbursement must be made within two (2) calendar months after receipt by Agency of a final deliverable and a final statement approved by **Invest India** in accordance with the above.

(d) For the purpose of payment under Clause 6.2.6.3 (b) above, acceptance means; acceptance of the deliverables by **Invest India** after submission by the Agency and the Agency has made presentation to **Invest India** (Mention this if presentation is required) with / without modifications to be communicated in writing by **Invest India** to the Agency.

(e) If the deliverables submitted by the Agency are not acceptable to **Invest India**, reasons for such non-acceptance should be recorded in writing; **Invest India** shall not release the payment due to the Agency. This is without prejudice **Invest India**'s right to levy any liquidated damages under clause 6.2.10. In such case, the payment will be released to the Agency only after it re-submits the deliverable, and which is accepted by **Invest India**.

(f) All payments under this Contract shall be made to the bank account of the Agency. Payment may be made using RTGS/ECS. Hence, Agency should provide all details in this regard.

(g) With the exception of the final payment under (c) above, payments made to Agency do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by **Invest India** to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of **Invest India** communicated to the Agency.

(h) In case of earlier termination of the Contract, the payment shall be made to the Agency as mentioned here with: (i) Assessment should be made about work done from the previous

milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. **Invest India** shall be entitled to adjust/ recover Damages/ Compensation and Liquidated Damages due under the Contract.

6.2.7 Deductions

All payments to the Agency shall be subject to the deductions of tax at source under the relevant provisions of the Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which **Invest India** may have paid or incurred, for which under the provisions of the Contract, the bidder is liable, the same shall be deducted by **Invest India** from any dues to the Agency.

6.2.8 Fairness and Good Faith

6.2.8.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

6.2.8.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non-fairness, but no failure to agree on any action pursuant to this Clause may give rise to a dispute subject to Arbitration in accordance with Clause 6.2.9 hereof.

6.2.9 Settlement of Disputes

6.2.9.1 Amicable Settlement: Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute

cannot be amicably settled within Sixty (60) days following the response of that Party, clause 6.2.9.2 shall become applicable.

6.2.9.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between Invest India and the Agency, which has not been settled amicably under the provisions of the above clause 6.2.9.1, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by Invest India and the Agency (Nominee Arbitrator), the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as the Presiding Arbitrator. In case of failure of any Party(s) in appointing Nominee Arbitrator within a period of Thirty (30) days from receipt of notice of invocation of arbitration/receipt of request of nomination of arbitration, the said appointment shall be made by either Department of Industrial Policy and Promotion, Ministry of Commerce and Industries or Federation of Indian Chamber of Commerce and Industry (FICCI) or Indian Council of Arbitration (ICA). The third arbitrator shall be appointed by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of Thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by either Department of Industrial Policy and Promotion, Ministry of Commerce and Industries or Federation of Indian Chamber of Commerce and Industry (FICCI) or Indian Council of Arbitration (ICA). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.

6.2.9.3 Arbitration proceedings shall be held in India at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.

6.2.9.4 The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by **Invest India** and the Agency. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

6.2.9.5 Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/ obligation under the Contract.

6.2.10 Liquidated Damages

6.2.10.1 The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

6.2.10.2 The amount of liquidated damages for delay by Agency under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Contract.

6.2.10.3 The liquidated damages for delay by Agency shall be applicable under following circumstances:

(a). If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 1% (One Percent) of the proportional cost of the services related to that deliverable for delay of each week or part thereof.

(b). If the deliverables are not acceptable to **Invest India** as mentioned in Clause 6.2.6.3 (e), and defects are not rectified to the satisfaction of **Invest India** within 30 (Thirty) days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 1% (One Percent) of proportional cost of the services related to that deliverable for every week or part thereof for the delay.

(c). Notwithstanding anything mentioned above, the Agency shall not be made liable for any delay due to non-availability of timely approval, timely review and timely escalation by **Invest India** or its state level counterparts or any stake holders not directly attributable to the Agency.

6.2.10.4 Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the Agency herein, in no event shall the aggregate liability of the Agency under this agreement exceed the total cost of services paid to the Agency.

6.2.11 Performance security

6.2.11.1 For the due performance of the program/ project in accordance with the terms and conditions specified in the Letter of Award (LOA) the Agency shall on the day or before signing

the Contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to **Invest India** a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to 10% (Ten Percent) of cost for application design, development and implementation of the project which (Part A of the financial bid). This performance guarantee will be released upon fulfillment of all responsibilities for completion of application design, development and implementation and on submission of a fresh bank guarantee for an amount equal to 10% (Ten Percent) of the contract value (i.e. the total bid amount). This fresh bank guarantee may be discharged after successful completion of the whole Project.

6.2.11.2 The Bank Guarantee shall be in favour of **Invest India**, issued by the State Bank of India or any Nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to **Invest India**. The Bank Guarantee shall be in the Proforma acceptable to **Invest India**.

6.2.11.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

6.2.11.4 The performance Bank Guarantee shall be initially valid for six months after the scheduled completion date. It will be discharged by **Invest India** and returned to the Companies not later than 3 (three) months following the date of completion of the Agency's obligations, under the Contract.

6.2.11.5 Should the program/ project period, for whatever reason be extended, the Agency, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to **Invest India** before the expiry date of the Bank Guarantee originally furnished.

6.2.12 Confidentiality

6.2.12.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Companies who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Agency of confidential information

related to the process may result in the rejection of its Proposal and may be subject to the provisions of the **Invest India**'s antifraud and corruption policy.

6.2.13 Taxes

6.2.13.1 The Agency shall include all local taxes and duties on amounts payable by the Agency under the Contract. All taxes including GST, duties and other impositions as applicable in India shall be included in the Financial Proposals.

6.2.13.2 The Financial Proposal should include all commercial prices inclusive of all the taxes, duties and levies, etc. applicable at the time of submission of Proposals.

6.2.14 Contract Price

6.2.14.1 The financial bid is invited in Form Fin 2. The Contract Price is the total bid value submitted.

6.2.14.2 Contract price shall remain fixed for the entire Contract period, except changes in the Tax Law, as covered by Clause 6.2.5.2 above.

6.2.15 Transfer of Contract

6.2.15.1 Agency shall not assign or transfer the contract or any part thereof without prior written consent of **Invest India**.

6.2.15.2 Agency shall act as an independent entity fully performing responsible for all services under the contract. It shall maintain complete control over its employees, who shall in no case, represent **Invest India** or act in its name, without its prior written approval.

6.2.16 Miscellaneous provisions

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- iii. The Agency shall notify **Invest India** of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Contract.
- iv. The Agency shall at all times indemnify and keep indemnified **Invest India** against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- v. The Agency shall at all times indemnify and keep indemnified **Invest India** against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Agency.
- vi. The Agency shall at all times indemnify and keep indemnified **Invest India** against any and all claims by Employees, Workman, Companies, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of their wages, salaries, remuneration, compensation or the like.
- vii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- viii. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or **Invest India**.

6.2.17 Payment Terms

The payment would be as per the Financial Bid amount quoted in Form Fin 2.

- a) The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills during the month, for which the bills are submitted.
- b) The GST/ VAT component shall be paid as applicable and as per actuals.
- c) For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c

No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

Note: The Monitoring Committee will conduct a bi-annual review of the project activities and deliverables to gauge output and to approve activities for the forthcoming period.

The initial Bank Guarantee may be discharged at the final payment stage.

Model of Bank Guarantee

BANK GUARANTEE NO. _____

Whereas you have entered into a contract signed on certificate no. _____ (for Contract no No _____) Dated _____ (hereinafter referred to as the said Contract with M/s _____, having its registered office at _____ (here in after referred to as the “Service provider”) for supply of items/services as per clause _____ of the said Contract to the said Service provider and whereas the Service provider has undertaken to produce a performance bank guarantee for (10%) of cost for application design, development and implementation of the project as referred in clause _____ of the Contract which amounts to Rs. _____ to secure its obligations to the Invest India.

We the bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the Service provider that, in the event that the Invest India declares to us that the items have not been supplied according to the contractual obligations under the aforementioned Contract, we will pay you, on demand and without demur, all and any sum up to a maximum of Rs. _____. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Service provider, indulgence to the Service provider by you, or by any alterations in the obligations of the Service provider or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for six months after the scheduled completion date of project i.e.....or until all the store, spares and documentation have been supplied according to the contractual obligation under the said contract whichever is earlier.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred Contract or on _____ whichever is earlier or unless this guarantee is extended by us. All your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be effected by and change in the constitution of the Bank or in the constitution of M/s_____.

7. This guarantee shall be governed and construed in accordance with Indian Laws.

8. This guarantee is Non assignable and non-transferable.

9. Notwithstanding anything contained herein above:

a) Our liability under this bank guarantee shall not exceed Rs._____.

b) This bank guarantee shall be valid up to _____.

c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim of demand on or before _____ where after all the rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities there whether or not the original guarantee is returned.

Date:

Place:

End of
Document