



INVEST INDIA

NATIONAL INVESTMENT PROMOTION
AND FACILITATION AGENCY

Request for Empanelment of Consulting Agencies

RFE No: INV/IND/RFE/20-21/1002

Date: 5th March 2020

Issued by

Invest India

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

Email: agnii.support@investindia.org.in; Website: www.investindia.gov.in

This Request for Empanelment consists of the following sections:

- a) Section I – Invitation to Empanelment
- b) Section II- Background and Scope of Work
- c) Section III- Instructions to bidders
- d) Section IV- Evaluation criteria and Empanelment
- e) Section V- Terms and conditions of Empanelment
- f) Section VI- Standard Forms
- g) Annexure I – Details of the Assignment
- h) Annexure II – Indicative Format for the Compendium

Definitions

Section I – Invitation to Empanelment

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

Invest India invites applications from reputed firms for empanelment by Invest India for a period of 1 (One) year. The empanelment may be extended for a period of up to 36 months or reduced for a period decided by Invest India, at the discretion of Invest India based on the firm's performance.

This Request for Empanelment (RFE) consists of the following sections:

- a) Section I – Invitation to Empanelment
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- c) Section III – Instructions to bidders
- d) Section IV – Evaluation criteria and Empanelment
- e) Section V – Terms and conditions of Empanelment
- f) Section VI – Standard Forms
- g) Annexure I – Details of the Assignment
- h) Annexure II – Indicative Format for the Compendium
- i) Definitions

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

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

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

Invest India invites bids for empanelment of reputed and eligible consulting firms for in-depth assessment of the commercialization potential and relevant use-cases of innovations and preparing a Compendium (as defined under Section II of this RFE) thereof, as per the requirements mentioned under Section II of this document.

Short Description	Nature of Work
Preparation of the Compendium	A detailed assessment of the commercialization potential of selected innovations as informed by AGNIi, Invest India. (Refer to Section II).

Bidders may take note of the following:

- a) Details on the services to be provided are mentioned under Section II (Scope of Work) of this RFE.
- b) This RFE document is not a Request for Proposal (RFP) in any form and would not be binding on Invest India in any manner whatsoever.
- c) To be considered for empanelment process, bidders should submit their bids in accordance with the requirements contained under Section III ('Instructions to bidders') of this RFE.
- d) Invest India reserves the right to update, amend and supplement the information in this RFE including the qualification process before the last date and time of receipt of bids.
- e) Bidders eligible as per qualifying conditions will be shortlisted based on the information provided by them. The shortlisted bidders will be invited to make a presentation to the Technical Evaluation Committee. The notice for shortlisting of consultancy firms for technical presentation will be intimated individually and will be uploaded on the website www.investindia.gov.in
- f) Proposal must be submitted as per procedure specified under Section III, ('Procedure for submission of bids') of this RFE.
- g) The firms will be selected as per the evaluation mechanism provided under Section IV ('Evaluation criteria and Empanelment') of this RFE.
- h) All important dates along with information on clarification for queries are listed under SCHEDULE 1.
- i) Invest India reserves the right to reject any or all of the responses to this RFE without assigning any reason. Invest India takes no responsibility for delay, loss or non-receipt of response to RFE.
- j) On the basis of scores given by the committee, it is envisaged to engage firms for the services as per scope of work listed under 'Section II' of this RFE.

SCHEDULE 1

S.No.	Information	Details
1	Addressee and address at which the bid is to be submitted	Nikita Kapoor Invest India 1st Floor, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi - 110 001
2	Date of issue of the Request for Empanelment (RFE) document	5 th March 2020
3	Last date for submission of written queries for clarification	9 th March 2020
4	Contact person for clarification	Ms. Nikita Kapoor (nikita.kapoor@investindia.org.in)
5	Pre bid conference	16 th March 2020 at 1400 hrs
6	Last date for providing clarifications	17 th March 2020
7	Last date and time for receipt of bids	12 th April 2020 by 1700 hrs
8	Opening of bids – Pre-qualification and Technical bids	14 th April 2020 by 1700 hrs
9	Presentation by eligible bidders	20 – 21 st April 2020 at 1100 hrs
10	Place, time and date of opening of financials	Place: Conference Room, 1st Floor, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi - 110 001 Date & Time: 23 rd April 2020 at 1500 hrs.
11	Final result of Empanelment	27 th April 2020

Section II - Background and Scope of Work

Background

Accelerating Growth of New India's Innovations (www.agnii.gov.in) ("AGNIi") is an initiative by the Office of the Principal Scientific Adviser to the Government of India. It is one of the nine missions launched under the Prime Minister's Science, Technology and Innovation Advisory Council ("PM-STIAC") and is being managed and implemented by Invest India. AGNIi is the National Innovation Commercialization Program of the Government of India which aims to boost the innovation ecosystem of the country.

The program undertakes the following focussed efforts:

- **Innovation Identification:** Through extensive partnerships and open call-for-applications from public, private institutions and independent innovators, AGNIi identifies innovations for commercialisation. Successful commercialisation is contingent upon the quality of information on the available innovations. AGNIi captures information on these innovations on its web portal of innovations available for license or sale. An important source of these innovations is the public research and development institutions.
- **Facilitating adopter engagement in industry and government:** To assist innovators across sectors and transform products and innovations into commercially viable solutions in India, AGNIi acts as a facilitator assisting interactions across different stakeholders in the innovation ecosystem, both online and offline with dedicated events. To facilitate commercialization-focused R&D with early and regular inputs from Industry, AGNIi enables interactions and knowledge exchange between researchers, innovators and industry.
- **Convening platform:** AGNIi cultivates and fosters India's inclusive socio-economic growth by supporting the country's indigenous scientific innovation talent. It creates a platform for enabling discovery of transfer-ready innovations by the potential consumers of these innovations through both digital (agnii.gov.in) and physical (showcase events, exhibitions and roadshows) mechanisms. The initiative focusses on identifying and enabling collective action by the innovators and the relevant stakeholders to ultimately yield the desired outcome of creating economic value for research and innovation.

Invest India proposes to empanel reputed consulting firms/agencies which would support AGNIi in the above endeavor.

Scope of Work for Empaneled Consultants

The scope of services would include the following:

Preparation of a Compendium of innovations surveyed – The Consultancy Firms empaneled shall work on projects comprising of evaluation of a fixed number of innovations at a fixed set of Public R&D Institutions within a stipulated timeframe (as set out in Annexure I), as informed by Invest India and agreed by the relevant Consultancy Firm (each an “Assignment”). Each Consultancy Firm shall begin its term with 1 (one) Assignment only. Subsequent allocations of Assignments will be as informed by Invest India and agreed by the relevant Consultancy Firm from time to time.

The Consultancy Firm shall prepare a compendium of innovations (“Compendium”) at the end of the said evaluation: without which the Assignment shall not be deemed as complete. This Compendium will provide detailed assessment of the commercial readiness level (“CRL”) of the innovations evaluated.

The timeframe for the completion of the Assignment and the number of innovations to be evaluated and the factors that are advised to be covered by the Compendium to determine the CRL of the evaluated innovations have been set out in, Annexure I and Annexure II respectively, to this RFE.

Based on the performance of the Consultancy Firm on the first project allocated, as evaluated by the a designated committee, and/ or any requests received from any Public R&D Institutions, Invest India may further allocate more Assignments to a Consultancy Firm, each to be completed within a time frame and covering innovations as proposed by Invest India and agreed upon by the Consultancy Firm.

Related Consultancy Services – Any other work, which directly or indirectly affects the preparation of the Compendium will also be considered within the scope of work under this RFE.

The above-mentioned activities are indicative of the nature and type of projects. Based on the performance of the Consultancy Firms or requests received from any Public R&D Institutions projects of similar nature for evaluation of innovations, may be allotted to the Consultancy Firm at the discretion of Invest India based on the advice of the designated committee.

The quality of the services is extremely critical and as part of their proposal the bidder/proposer should demonstrate core competencies/strengths on the above key aspects including adherence to quality and timely execution. Quality of the work shall be judged by the accuracy of the information provided under the Compendium. After the empanelment, the selected Consultancy Firms shall, at the time of being given the Letter of Empanelment (LoE), to the Consultancy Firm, provide a bank guarantee for an amount equal to 10 per cent. of the value of the contract awarded under this RFE (“Performance-Based Guarantee or PBG”). The contract shall be signed not later than 30 days of providing the LoE. Further instructions regarding the PBG are provided under Section III, paragraph 3.1.10 (d).

Any delays in the completion of any Assignment and/or leaving any Assignment before its deemed completion, that is, submission of Compendium to Invest India, shall result in a financial penalty equal to:

- a) 5 per cent of the agreed amount charged per Assignment if the completion is delayed by a month;
- b) 10 per cent of the agreed amount charged per Assignment if the completion is delayed by 2 months;
- c) 20 per cent of the agreed amount charged per Assignment if the completion is delayed for 5 months or more.

The total liability, in any event, will be capped at a maximum of 25 per cent of the agreed amount charged per Assignment between the Consultancy Firm and Invest India.

Section III - Instructions to bidders

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

Data Sheet

S.No.	Details
3.1.1	Name of the issuing office: INVEST INDIA (AGNi)
3.1.2	Name of the assignment: Empanelment of Consultants
3.1.3	<p>Method of empanelment: The empanelment shall be on the following basis:</p> <ul style="list-style-type: none"> a) Empanelment shall be for the scope of work described under Section II of this RFE. b) Prequalification shall be followed by Technical Evaluation c) Technical Evaluation shall be done by a designated committee comprised of three independent members and two employees of Invest India, the “Technical Evaluation Committee”. The Technical Evaluation Committee includes any additions, removals, replacements and reconstitutions of the original Technical Evaluation Committee following due procedure. d) Bidders that qualify the Technical and Pre-qualification, shall participate in commercial bid opening e) Empanelment shall be done as specified under Section IV of this RFE.
3.1.4	<p>Earnest Money Deposit (EMD):</p> <p>Bidders are required to pay Rs. 50,000 (INR) towards Earnest Money Deposit in the form of a Demand Draft/Bankers’ cheque drawn in favor of “Invest India”, New Delhi” payable at New Delhi. In case EMD is not enclosed in the bid, the bid will be rejected and will not be considered for further evaluation, without any exception.</p> <p><i>Note:</i> Startups, registered with the Department for Promotion of Industry and Internal Trade (‘DPIIT’) are eligible to apply for an exemption from the pre-qualification requirement of the earnest money deposit of Rs. 50,000 (INR). For such exempted startups, the EMD shall stand at Rs. 25,000 (INR). The exemption, however, shall not affect the evaluation of the Technical Proposal submitted as part of the bid.</p>
	<p>No interest shall be payable on the sum deposited as EMD. No form of bank guarantee or any other security shall be accepted in lieu of the EMD.</p> <p>Refund of EMD: The EMD of the bidders who fail to qualify in the bid evaluation process described in Section IV below (“Unsuccessful Bidders”) shall be returned within 1 (one) month of completion of the empanelment process.</p> <p>The EMD of the bidders who qualify in the bid evaluation process (“Successful Bidders”) shall be returned after the Consultancy Firm has deposited the PBG, as per procedure highlighted in this RFE, which will be no later than 30 of being awarded the LoE.</p> <p>Forfeiture of EMD: The EMD shall be forfeited if:</p>

	<p>a) the bidder withdraws or modifies/alters the bid after the opening of bids and during the Validity Period (as specified below in 3.1.5); or</p> <p>b) if the bidder tries to influence the evaluation process.</p>												
3.1.5	Validity period of the bid: The bid should be valid for 90 days from the last date of submission of the bid.												
3.1.6	<p>Last date for submission of written queries for clarification: All queries should be received by Invest India not later than the date prescribed in Schedule 1. A bidder seeking any clarification should send an email to the contact person mentioned in Schedule1 in the below format only</p> <table border="1" data-bbox="370 604 1502 793"> <thead> <tr> <th>S.No.</th> <th>Section/ Clause/ Page No.</th> <th>Existing Clause</th> <th>Query</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	S.No.	Section/ Clause/ Page No.	Existing Clause	Query								
S.No.	Section/ Clause/ Page No.	Existing Clause	Query										
3.1.7	Last date and time for receipt of bids: The bids should be addressed to the Addressee and should be received at the Address by the date and time stipulated in Schedule1. Bids received after the stipulated date and time will not be opened and will be returned at the address from which it has been sent, unopened.												
3.1.8	<p>Pre bid conference: The pre bid conference shall be held at the time and on the date prescribed in Schedule1.</p> <p>Opening of Prequalification proposal: The prequalification proposal shall be opened at the time and on the date prescribed in Schedule1.</p>												
3.1.9	<p>Declaration of the Successful Bidders for commercial bid – 22nd April 2020.</p> <p>Opening of commercial bid – 23rd April 2020.</p>												
3.1.10	<p>Process of empanelment: The empanelment of Consultants shall follow a four-stage process</p> <p>a) Stage 1 (Prequalification): The bidders to this RFE should meet the Pre-qualification criteria as set out in Section IV.</p> <p>b) Stage 2 (Technical Evaluation): as per the criteria described under Technical Evaluation, Section IV, each of the bidders shall be given a score.</p> <p>c) Stage 3 (Opening the commercial bid envelope and empanelment): Envelopes containing the commercial bids of only those bidders who have qualified Stage 1 and meet the minimum qualifying marks in Stage 2 shall be opened as per the commercial bid evaluation criteria set out in Section IV.</p> <p>d) Stage 4 (LoE and Contract): Invest India shall empanel the selected bidders by issue of Letter of Empanelment (LOE) and notify all bidders who have submitted proposals after LoE is accepted by the selected bidder. The selected bidders are expected to commence the Assignment on the date and at the location specified in the contract signed between Invest India and each of the</p>												

	<p>empaneled firms (the “Contract”).</p> <p>If any of the selected bidders do not sign the Contract within the stipulated period or does not submit the PBG within time, the LoE may be cancelled for the unresponsive bidder and the bidder securing the next higher combined marks will be considered for empanelment.</p>
3.1.11	<p>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.</p> <p>If during the period of this empanelment, a conflict of interest arises for any reasons, the Consulting Firm shall promptly disclose the same to Invest India and seek its instructions for compliance.</p>
3.1.12	<p>Conflicting Relationships</p> <p>a) 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 (i) any part of the of the empanelment, (ii) the selection process for such empanelment, or (iii) supervision of the empanelment; may not be empaneled, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Invest India throughout the empanelment process and execution of the contract.</p> <p>b) 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 empanelment.</p>
3.1.13	<p>Others</p> <p>a) During Pre-qualification and Technical Evaluation of bids, Invest India, may at its discretion, seek clarifications from the bidders on their bids and the bidders are required to respond within the time frame prescribed by INVEST INDIA.</p> <p>b) At any time prior to the prescribed last date for receipt of bids, Invest India reserves the right to modify the RFE. The amendments and modifications to the RFE shall be notified on the INVEST INDIA website (www.investindia.gov.in), which shall be binding on the bidders. Bidders are requested to frequently visit the website of INVEST INDIA for updates.</p> <p>c) Bids from a consortium of agencies are not acceptable.</p> <p>d) The bids prepared by the bidders and all correspondence and documents relating to the bids exchanged between the Invest India and the bidders shall be in English language.</p> <p>e) Commercials in any form or by any reason before the opening the Bids should not be revealed, failing which the offer shall be liable to be rejected.</p> <p>f) The validity of bids received with rates quoted as zero or at lower / higher rates compared to the prevalent industry rates for similar category of services or rates quoted by majority of the bidders for any resource category shall be decided by the Technical Evaluation Committee.</p>

	g) In the currency of a subsisting contract under this RFE, if the Successful Bidder quotes to any agency, private or government, a cost lower than the what is being offered under this RFE then perforce the quote given to Invest India will always be lowered.
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Documents comprising the bids

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

Prequalification and Technical proposal

PRE-QUAL FORM- 1- Prequalification Proposal Submission Form

PRE-QUAL FORM -2-Bidders' Organization and experience

TECH FORM-1: Bidder's Experience

TECH FORM-2: Summary of Team Composition

TECH FORM-3: Curriculum Vitae

TECH FORM-4: Approach and Methodology

Commercial bid

COM FORM- 1- Commercial Bid Submission Form

COM FORM- 2-Summary of Costs of Resources – Consultancy

Procedure for submission of bids

- a) The bidders are advised to study this RFE document carefully before participating. It shall be deemed that the bid has been submitted by the bidders after a careful examination and full understanding of its implications.
- b) The bids should be received in one large envelope (the bid cover) which should be superscripted with the words, “Request for Empanelment of Consultants for Evaluation of innovations in the Public R&D sector”. The bid cover should also clearly indicate the name, address and telephone number of the bidder. The bid cover should contain the following two envelopes:
 - ENVELOPE-01 – EMD, Pre-qualification and Technical Proposal: this envelope should be sealed and superscripted “Prequalification and Technical proposal- Request for Empanelment of Consultants”. This envelope should contain two hard copies of the Pre-qualification and Technical Proposal marked as ‘ORIGINAL’ and ‘COPY’ duly bound with all supporting documents and the demand draft/bankers’ cheques for the EMD.
 - ENVELOPE-02 - Commercial bid: this envelope should be sealed and superscripted “Commercial bid – Request for Empanelment of Consultants”. This envelope should contain one hard copy of the Commercial bid marked as ‘ORIGINAL’ containing all the documents comprising the commercial bid.
- c) Each envelope should indicate the name, address, telephone number, email id and fax number of the bidder.
- d) Bidders shall sign and seal the bid with the exact name of the company/firm.
- e) Prequalification bid containing commercial information shall be declared non-responsive and shall be rejected.
- f) Other conditions
 - Bidders should not contact Invest India on any matter relating to its bid from the time of bid opening till the empanelment is finalized and notified.
 - The bidder should be registered with the GST department and possess a valid GST registration certificate and PAN.
- g) Disqualification – Invest India may at its sole discretion and any time during the evaluation process disqualify any bidder, if the bidder does any of the below:
 - Makes misleading, or fraudulent representation in the forms, statements and attachments submitted in proof of the statements or eligibility criteria.
 - Exhibits a record of poor performance such as abandoning work, not completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years, from 29 February 2020.
 - Submits a bid that is not accompanied by required documentation or is non-responsive.
 - Fails to provide clarifications related to the bid, when sought.
 - Submits more than one proposal or submits bid in a consortium.
 - Is declared ineligible by the Government of India/ State/Union Territory Government for corrupt and fraudulent practices.

Section IV - Evaluation Criteria and Empanelment

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

S.No.	Pre-qualification Criteria	Supporting documents to be furnished
1	The bidder should be a company registered in India under the Companies Act 2013 or a partnership registered under the Indian Partnership Act 1932 with their registered office in India for the last three years as on 29 February 2020.	Certificate of Incorporation/ Registration
2	The annual turnover of bidder is a minimum of Rs. 50 lakhs in the previous three financial years (2016-19). The turnover quoted must be from Consultancy related work undertaken by the firm.	Audited/ Certified Annual Financial Statement and Annual Report for the last three financial years (2016-2019)
3	The bidder should have successfully completed at least 5 assignments of similar nature as listed under Section II ('Scope of Work') in the last five years.	Work Orders for experience cited, along with confirmation of completion.
4	The bidder should have at least 5 skilled manpower/ consultants specializing in executing various activities in the defined Scope of Work.	Certificate from the HR/ head of the Firm.

Note:

Startups, registered with the Department for Promotion of Industry and Internal Trade ('DPIIT') are eligible to apply for an exemption from the pre-qualification requirement of:

- a) a turnover of Rs. 50 lakhs;
- b) successful completion of 5 assignments; and
- c) requirement for earnest money deposit (reduced to Rs. 25,000 (INR) instead of Rs. 50,000 (INR)).

The exemption, however, shall not affect the evaluation of the Technical Proposal submitted as part of the bid.

Technical Evaluation

Invest India shall evaluate Technical Proposal with reference to information contained in standard form TECH FORMS and other supporting documents submitted. The Technical Evaluation would happen on the basis of bidder's relevant experience and key personnel as described under:

Technical Evaluation for Preparation of Compendium

S.N.	Parameters	Maximum Marks
1.	<p>Experience in successfully completing assignments (of similar nature) specified in Section II</p> <ul style="list-style-type: none"> • Number of similar assignments successfully completed in the last five years <ul style="list-style-type: none"> ○ > 0 and <= 3 Assignments (10 marks) ○ >3 and <= 5 Assignments (20 marks) ○ >5 Assignments (25 marks) 	25
2.	<p>Curriculum Vitae (CVs) of professionals to be deployed for the Assignments (to provide at least 5 CVs)</p> <ul style="list-style-type: none"> • Quality of personnel (qualifications, experience, skills and competencies) • Technical background of the personnel being deployed for the project. <p><i>Note:</i> A fixed team of members must be appointed by all applicant Consultancy Firms for any communication with respect to work undertaken pursuant to this RFE. This parameter of the technical evaluation shall be marked on the basis of the qualifications and experience of these team members allocated. Any personnel who leave the team allocated by the Consultancy Firm hereunder, must be replaced by members with comparable CVs and notified in writing to Invest India before the changes are made. Invest India shall be the final approving authority on the acceptability of the replacement made.</p>	25
3.	<p>Strategy Proposal: Approach and Methodology including but not limited to the following:</p> <ul style="list-style-type: none"> • Proposed research method to gather data on the indicative factors for assessing CRL (for an indicative list of factors <i>see</i> Annexure II); • Resources and capabilities, including data tools, at disposal for preparing a Compendium in a timely and an efficient manner; • Proposed process, format and steps for preparing the Compendium; • Comments on Scope of Work; and • Examples of demonstrated success of the proposed methodology. <p>Please note the strategy proposal submitted will be judged on objective factors, primarily on:</p> <ul style="list-style-type: none"> • Clarity in the steps set out and how they meet the objective of the scoping exercise highlighted under Section II of this RFE; • Matched resources at the Firm's to undertake the steps set out; • Whether the steps set out and the matched resources are sufficient for an accurate assessment of the CRL and will be completed within the stipulated time. 	50

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

The minimum technical marks to qualify is 80 marks.

Commercial bid opening and empanelment

INVEST INDIA shall evaluate the commercial bids with reference to the information provided in the standard form COM FORM 2.

The commercial bids of only those bidders who qualify the Pre-qualification and score minimum 80 marks on the Technical Evaluation shall be opened. The bid containing the lowest 'Lump sum bid for the Compendium' (as per COM FORM 2) shall be declared as the lowest evaluated commercial bid for Consultancy (L1). The rates quoted by the L1 bidder (as per COM FORM 2) shall be accepted as the tender rate for Consultancy. In order to create a panel, the other technically qualified bidders shall have to match the tender rate for Consultancy (the L1 rates as per COM FORM 2). The first three technically qualified bidders who match the tender rates for Consultancy shall be declared as qualified for empanelment as Consultants, with a total of 4 Consultancy Firms empaneled. Invest India shall correct any computational errors in the commercial bid and in case of dispute between the amounts expressed in words and figures, the former shall prevail.

Upon completion of the RFE process, Invest India shall compile a database of all the eligible and qualified Consultants indicating the tender rate as finalized in this RFE, which shall be communicated to all the eligible and qualified Consultants.

Section V - Terms and conditions of Empanelment

Post empanelment process

- a) The empanelment shall initially be for a period of 1 (One) year and can be extended for up to 36 months or reduced for a period decided by Invest India at the discretion of Invest India based on the firm's performance.
- b) The cost for each Compendium to be prepared (as finalized in this RFE) of the Firms/ Companies that are empaneled shall be firm and remain valid during the period of empanelment. Rate quoted for year 1 will be subject to an escalation of 5 per cent. subsequently for each consecutive year on compounding basis.
- c) INVEST INDIA may then engage the empaneled Consultancy Firms for providing consultancy services. It is expected that:
 - Each Consultancy Firm shall begin its term with 1 (one) Assignment only. Subsequent allocations of Assignments will be as informed by Invest India and agreed by the relevant Consultancy Firm from time to time.
 - Based on the performance of the Consultancy Firm on the basis of the first project allocated, as evaluated by the Technical Evaluation Committee, and/ or any requests received from any Public R&D Institutions, Invest India may further allocate more Assignments to a Consultancy Firm, each to be completed within a time frame and covering innovations as proposed by Invest India and agreed upon by the Consultancy Firms.
 - In case of any further engagements which include components beyond the defined scope in this RFE, Invest India would specifically define the scope of engagement and call for a limited tender to the Empaneled agencies. Should such a limited tender be needed, the process for the call of such limited tender and for submission of the proposal will be decided and notified at a later stage.
 - The payment terms and penalties for delays in completion of the work assigned shall be finalized while awarding the work order/ contract.
 - The Out-of-Pocket expenses should be built in within the proposal submitted by the Consultancy Firm.

Terms and conditions

- a) Only the registered firms/companies which have the expertise and specialization in preparing detailed evaluation of innovations to determine CRLs shall be empaneled.
- b) Applicants should not be blacklisted by any Central or State Government institution.
- c) The registered firms/companies shall maintain complete confidentiality of all cases referred to them and shall not disclose any information to any unauthorized person in any form without prior permission from Invest India.
- d) Selected firms/companies will have to sign a Non-Disclosure and Confidentiality clause with Invest India.
- e) Firms/companies selected for empanelment are not guaranteed work only by virtue of being on the panel.
- f) Invest India will evaluate proposals received and do their due diligence before empanelment.
- g) Invest India may propose fixed formats for preparation of the Compendium at any time which the selected Firms/Companies will have to adhere to.
- h) Fraud / Corruption
 - 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 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 empanelment 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 bid it comes to know that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and
 - 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 the empanelment, or in executing, a Contract.
- i) Invest India has the right to expel any selected firm/company at their discretion. Any company which is found to deliver unsatisfactory work may not be liable to receive payment(s) for that particular work.
- j) Termination of empanelment: Invest India may at any time terminate the empanelment by giving a written notice to the firm/company without any compensation if the empaneled firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter, to Invest India. The empanelment shall also be terminated with written notice and effected immediately, in case of breach of any of the terms and conditions of empanelment.
- k) Prohibition of Conflicting Activities: The Consultancy Firm 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 as part of the empanelment. If the Consultancy Firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Invest India, it will amount as grounds for termination.
- l) No claim certificate: The empaneled firm/company shall not be entitled to make any claim, whatsoever, against the Invest India under or by virtue of or arising out of the empanelment nor will the Invest India entertain or consider any such claim for the jobs accepted post empanelment.

- m) Confidentiality: The empaneled firm/company and their personnel shall not, either during the term or after expiration of this empanelment, disclose any proprietary or confidential information relating to the services, contract or business or operations of the Invest India, and the innovations evaluated, without the prior written consent of the Invest India.
- n) Ownership Rights
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.
- o) After the empanelment, the selected Consultancy Firms shall, within 30 days of being given the Letter of Empanelment (LoE), provide a bank guarantee for an amount equal to 10 per cent. of the value of the contract awarded under this RFE (“Performance-Based Guarantee or PBG”). On receipt of this PBG, Invest India shall return the EMD provided by the Consultancy Firm.
- The PBG 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 PBG shall be on the Proforma, which shall be furnished by Invest India.
 - Should the empanelment period, for whatever reason, be extended, the bidder, shall at his own cost, get the validity period of PBG in respect of performance security furnished by him extended and shall furnish the extended/ revised PBG to Invest India before the expiry date of the PBG originally furnished. The performance guarantee shall be released after the entire duration of the empanelment period.
- p) Force Majeure: For the purpose of this clause, ‘Force Majeure’ shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties’ fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The empaneled firm/company shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.
- q) If a Force Majeure situation arises the empaneled firm/company shall promptly notify Invest India in writing of such conditions and the cause thereof. Unless otherwise directed by Invest India in writing, the empaneled firm/company shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.
- r) Authorization of signatory:
- The bid may be signed either by the principal officer of the Consultancy firm 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 Consultancy firm shall sign the proposal and also initial all pages of the original Technical and Financial Bids. 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.
- s) Arbitration and jurisdiction: Invest India and the empaneled firm/company shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them. If any dispute arises between the Invest India and the empaneled firm/company not covered by this agreement such dispute shall be referred to three arbitrators, one each to be appointed by each party and the third to be appointed by the Scientific Secretary, Office of the Principal Scientific Adviser to the Government of India. The award of the Arbitrators shall be binding upon the parties to the dispute. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996. The seat of arbitration shall be in New Delhi.

Section VI - Standard Forms

PRE-QUAL FORM-1: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM

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

To: XXXXXXXXXXXXXXXXXXXX,

Address: XXXXXXXXXXXXXXXXXXXX,

XXXXXXXXXXXXXXXXXXXXXXXXX

Subject: Submission of the Pre-qualification Proposal for empanelment with Invest India for providing consultancy services

Dear Madam / Sir:

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

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

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

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

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

PRE-QUAL FORM-2: BIDDERS' ORGANIZATION AND EXPERIENCE

1	Name of the bidder	
2	Mailing address in India	
3	Telephone and Fax Number	
4	E-mail address	
5	Name and designation of the authorized representative of the bidder	
6	Year of establishment and constitution of organization	

S.No.	Pre-qualification Criteria	Supporting documents to be furnished	Compliance (Y/N)	Supporting document reference (with page no.)
1	The bidder should be a Company registered in India under the Companies Act 2013 or a partnership registered under the India Partnership Act 1932 with their registered office in India for the last three years	Certificate of Incorporation/ Registration		
2	The annual turnover of bidder is a minimum of Rs. 50 lakhs in the previous financial three year (2016-19) as on 29 February 2020. The turnover quoted must be from Consultancy related work undertaken by the firm.	Audited/Certified Annual Financial Statements and Annual Report for the last three financial years (2018-19).		
3	The bidder should have successfully completed at least 5 assignments of similar nature as listed under Section II ('Scope of Work') in the last five years.	Work Orders for experience cited		
4	The bidder should have at least 5 skilled manpower/ consultants specializing in executing various activities in the defined Scope of Work.	Certificate from the HR/ head of the Firm		

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Note:

Startups, registered with the Department for Promotion of Industry and Internal Trade ('DPIIT'), eligible to apply for an exemption from the pre-qualification requirements mentioned under Section IV above must submit document of confirmation received from DPIIT.

TECH FORM-1: BIDDER'S EXPERIENCE

- Using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services as requested under this RFE.
- Consultants should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ / other customer testimonials) as required in the form.
- All fields in the format are mandatory. In case of absence of information, the evaluation committee shall consider the information unresponsive for that credential and continue with the evaluation.**

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

TECH FORM-2: SUMMARY OF TEAM COMPOSITION

S.No	Proposed Position	Consultant Name	Educational Qualification	Experience in Years	Skills and Competencies and experience in the area of work
1					
2					
3					

TECH FORM- 3: CURRICULUM VITAE

1. **Proposed Position** [i.e., team leader, trainer – life skills, trainer – business etc.]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations**: _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer _____

Positions held: _____

9. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

10. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed:

11. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

TECH FORM-4: APPROACH AND METHODOLOGY

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

It is suggested that the below criteria be covered as part of the Strategy Proposal:

- Proposed research method: the method that will be used to gather data on the indicative factors for assessing CRL (the indicative list of the factors is provided under Annexure II)
- Resources and capabilities: the tools, digital or otherwise, for carrying out the research as per the methodology proposed, at the Firm's disposal. The factors that indicate the likelihood of successfully carrying the work mentioned under Section II (Scope of Work) must be provided.
- Proposed process, format and steps for preparing the compendium.
- Any other factors that Consultancy Firms would like to include as indicators of their competence to undertake the work specified under Section II of this RFE.

COM FORM-1: COMMERCIAL BID SUBMISSION FORM

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

To: XXXXXXXXXXXXXXXXXXXX

Address: XXXXXXXXXXXXXXXXXXXX

Subject: Submission of the Commercial bid for empanelment with Invest India for providing consultancy services

Dear Madam / Sir:

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

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

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

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

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

COM FORM-2: SUMMARY OF COSTS OF RESOURCES- CONSULTANCY

Lump sum bid for one Compendium Inclusive of all Expenses (in INR)	Rupees_____ In digits
	In words Rupees----- -----only
Applicable GST (in%)	To be reimbursed on actuals

Authorized Signature

Name & Title of Signatory:

Name of the Firm:

Address:

E-mail Telephone Fax

(Name and seal of the Applicant/Member in Charge)

- a) Consultancy Firms shall provide their estimates in the above table exclusive of the GST.
- b) GST shall be billed at prevailing Government rate.
- c) All costs incurred in carrying out the activities highlighted in the proposal shall be borne by the Consultancy Firm from the monetary compensation agreed between Invest India and the Consultancy Firm.

Annexure I: Details of the Assignment

Number of Innovations to be Evaluated:

Each of the Consultancy Firm empaneled shall evaluate Innovations in sets of Assignments, as provided under Section II ('Scope of Work') of this RFE. The number of Innovations evaluated under each Assignment shall be 10 (ten) in number.

Timeframe:

The timeframe for completion of evaluation of innovations is 1 (one) month from the date of allocation of the Assignment. The stipulated time for preparation of the Compendium 15 days after the Innovation Evaluation Period. The Assignment will be deemed complete only after submission of the Compendium. Timeframe for completion of any Related Consultancy Services would be as specified by Invest India or the Public R&D Institutions which has expressed interest in engaging the Consultancy Firm, depending on the nature of the work and timeframe indicated.

Annexure II – Indicative Format for the Compendium

Note:

1. The list set out below is intended to be only indicative of the data expected to be covered in the Compendium and by no interpretation restricts or mandates a specific approach. The Consultancy Firms are encouraged to adopt any approach that most suitably utilizes their resources to produce data/ information related to the broad factors mentioned hereunder. It is, however, expected that the method of research and the rationale behind the CRL scores is highlighted in the Compendium, at the time of completion of the Assignment.
2. Logs and details of all primary research including calls, interviews along with sources for all secondary research should be provided as Annexures.

The following aspects could be covered in the Compendium, among others. This is only a suggestive list:

1. Research Methodology used to arrive at the concluded CRL for a technology.
2. Whilst any method may be used to arrive at a CRL score, set out hereunder is an indicative list of the factors that may be evaluated, using the research tools that the Consultancy Firm deems fit:
 - Detailed description of the Innovation
 - Objective/ function of the innovation/technology
 - Inventor details: whether from Public R&D Institutions or a Startup.
 - Any other innovation that when combined with the evaluated innovation can form a key part of the value chain. This will also include any direct or indirect, positive or negative effect the innovation may have on related sectors/ markets.
 - Cash flows, if available or appropriate.
 - Business case
 - Any specific requirements for raw materials or suitability regarding a specific geography
 - Benefits of the Innovation
 - Challenges the innovation solves
 - Is the challenge well-defined?
 - To what extent does the innovation address these challenges? What are the various use-cases of the technology?
 - In addition to its primary objective, does it have any desirable or undesirable social and environmental impact?
 - What is the addressable market for the innovation?
 - What is the market size?
 - How accessible is the market in terms of regulatory and administrative concerns? What are the compliance requirements and how that affects viability of adopting the innovation?
 - Are there any barriers to entry and consequent scaling up?
 - Is there any evidence of interest shown in the innovation under evaluation?
 - Cost considerations for implementation
 - What is the point of break-even for the Adopter?
 - What are the costs associated with further development of innovation, if any, the cost of implementation, production and hand-holding charges?
 - Does the innovation need any forward, backward or competency linkages in its supply and demand chains and/or raw materials that will be additional expenditure for the end-consumer/ Adopter?
 - Intellectual Property
 - Feasibility of IP protection in the sector. If an IP protection is not feasible whether the know-how can be contractually transferred?
 - Stage of protection
 - Ownership status
 - IP protection strategies
 - Any similar patents/IP/ journal literature found during research
 - Market Readiness
 - How functional is the prototype?
 - What is the stage of development?

- Any further inputs needed to finalize the product and the timeframe required?
 - Are further customizations possible?
 - Has the proof of concept been established?
 - If from a Public R&D Institutions, is the innovation licensed? If not, does the Public R&D Institutions have a framework for transferring its innovations?
 - Is the innovation validated by an appropriate expert authority in the sector? Are there any other indicators of validity?
 - What is the production capacity currently and what will be the project cost for developing a production plant?
- **Competitive Advantage**
 - What is the substitute solution presently in the market to address the same problem as the innovation proposes to?
 - How is the innovation different from any competitor or competing innovations?
 - How elastic is the demand for the services/ product?
 - Market share currently occupied by the competitors and the reason for customer loyalty, if any.
 - Strengths and weaknesses of the competitors.
- **Potential Markets**
 - The primary addressable market and other complementary markets linked with the primary market.
 - The composition of the assessed addressable market and bargaining power of the consumer for driving demand and price.
 - Market Requirements (for both Primary and Secondary markets)
 - Pricing models and levels
 - Expected product requirements/characteristics
 - Connectivity in the markets and ease of delivery
 - Post-sale support expectations from end users
- **Potential Challenges**
 - All challenges related to market introduction and implementation of innovations on-ground.
 - Technical uncertainties (accuracy, performance, implementation issue etc.) on which scalability in contingent and the mechanism for monitoring the performance.
 - Manufacturing/Distributing Challenges (capacity, process, transportation issues, expert/import limitations etc.)
 - Socio-economic challenges (profits, adoption, support issues)
- **Potential Opportunities**
 - This section should state any potential opportunities identified during research along with details on it along with any leads on the opportunity
 - Opportunities could include technical aspects which could be further developed, technical gaps observed in competing innovations, potential partners, customer interest, associated societal and economic benefits, potential customers etc.

Definitions

The definitions provided hereunder are meant to be used for the purposes of interpreting this RFE document only. These are ***NOT*** intended for any purpose other than to aid understanding of this document.

Adopter	Any organization that constitutes/ could constitute, in whole or in part, the demand value-network of an innovation and that holds the potential to acquire and/or integrate and/or use those technologies.
Enabler	Any organization that can hold the potential to assist in engaging with the end consumers/ Adopters by forming a link in the supply value-network to the end consumers/ Adopters of an innovation.
Public R&D Institution	Autonomous or semi-autonomous institutions that are indirectly or directly, wholly or partially owned and/or controlled by the local, state or central government in India and engaged in activities and services associated with development of new and/ or novel innovations and/or processes. This includes, but is not limited to, academic institutions and centers of excellence.
Commercialization	The process through which an innovation reaches the point where its value for commercial, economic, and/or social purpose, as relevant is captured, through various means.