



INVEST INDIA

NATIONAL INVESTMENT PROMOTION
& FACILITATION AGENCY

REQUEST FOR PROPOSAL (RFP)

[INV/IND/W2W/20-21/01]

DEVELOPMENT OF WASTE-TO-WEALTH IT PORTAL

(PM-STIAC Mission on Waste, Water & Air)

6th September 2020

INVEST INDIA

(A joint venture of DPIIT (Ministry of Commerce and Industry, Government of India), FICCI, CII, NASSCOM and various State Governments)

LETTER OF INVITATION

6th Sept'20

To,
All Potential Bidders

Subject: RFP for development of Waste-to-Wealth Portal

Dear Ma'am / Sir,

Invest India invites proposals from reputed website developers for selection of an organization for the development of Waste-to-Wealth IT Portal.

Out of the 9 missions of the Prime Minister's Science, Technology and Innovation Advisory Council (PM-STIAC), the 'Waste-To-Wealth' mission is a critical one. The goal of the Waste-to-Wealth mission is to identify, develop and deploy technologies for treatment of waste in order to generate energy, recycle materials, and extract worth from such waste.

The Waste-To-Wealth IT Portal is envisaged to act as a centralized interface for providing information pertaining to, and managing and monitoring, multiple projects across India.

Invest India invites you to submit a Bid pursuant to this RFP in accordance with the terms set forth in this RFP and other documents as may be provided by Invest India pursuant to this RFP, including the draft Development Service Agreement, as modified, altered, amended and clarified from time to time, by Invest India.

Please note that Invest India reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Capitalized terms used in this letter but not defined herein, shall have the meaning ascribed to such terms in the RFP.

Yours faithfully,

Deepak Bagla
Chief Executive Officer and Managing Director
Invest India

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GLOSSARY AND DEFINITIONS

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed thereto hereinafter. Unless the context otherwise requires, expressions not defined in this RFP, but defined in the Development Service Agreement to be executed between Invest India and the Developer shall have the meaning assigned thereto in the Development Service Agreement. In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.

“ Addendum ” or “ Addenda ”	means an addendum or addenda to the Bid Documents.
“ Applicable Law ”	means all laws applicable in India, including brought into force and effect by the government of India and state governments, including rules, regulations, policies, guidelines, directives and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record.
“ Associate(s) ”	means, in relation to a Bidder, a Person who Controls, or is Controlled by, or is under the common Control of such Bidder.
“ Authorized Signatory ”	has the meaning set forth in Clause 4.2.3.
“ Bid ”	has the meaning set forth in Clause 2.2.1.
“ Bidder ”	means a company incorporated under the Companies Act, 1956 or the Companies Act, 2013 or a limited liability partnership set up under the Limited Liability Partnership Act, 2008, other partnership firms (registered or unregistered), who intends to submit a Bid in accordance with the provisions of the RFP. Such Bidder should have been in existence and operational for at least a period of 3 (three) years of as on July 1, 2020, provided that start-up entities which have received a start-up recognition certificate from Department for Promotion of Industry and Internal Trade (“ DPIIT ”), shall be exempt from this requirement; <i>#Certificate for startup recognition to be submitted along with the Technical Bid.</i>
“ Bid Documents ”	has the meaning set forth in Clause 2.1.1.
“ Bid Due Date ”	has the meaning set forth in Clause 2.1.2.
“ Bid Process ”	means the bidding process being carried out by Invest India in accordance with the RFP for the identification of the Selected Bidder for award of the Project.
“ Bid Security ”	has the meaning set forth in Clause 4.11.1.
“ Conflict of Interest ”	has the meaning set forth in Clause 2.4.2.
“ Control ”	means with respect to any: (a) company: (i) the ownership, directly or indirectly, of more than 50% (fifty percent) of shares or other ownership interest of such person; or

	<p>(ii) as defined under (Indian) Companies Act, 2013.</p> <p>(b) Person which is not a company:</p> <p>(i) the ownership, directly or indirectly, of more than 50% (fifty percent) of ownership interest of such Person; or</p> <p>(ii) the power to direct the management and policies of such Person, whether by operation of law or by contract or otherwise.</p>
“CVs”	mean the curriculum vitae of the personnel proposed to be deployed by a Bidder for executing the Project.
“Development Service Agreement”	has the meaning set forth in Clause 1.7.
“Financial Bid”	has the meaning set forth in Clause 2.2.1.
“Financial Capacity”	has the meaning set forth in Paragraph 2 of Appendix 1.
“Government Instrumentality”	means any department, division, sub-division or public sector enterprise of the government of India or the state governments and includes any commission, board, authority, agency or municipal and other local authority or statutory body.
“LOA”	has the meaning set forth in Clause 5.7.1.
“Performance Security”	has the meaning set forth in the draft Development Service Agreement.
“PM-STIAC”	has the meaning set forth in Clause 1.2.
“Person”	means any individual, company, corporation, partnership, joint venture, trust, society or any other legal entity.
“Portal Developer”	means the Selected Bidder who enters into the Development Service Agreement with Invest India for executing the Project.
“Pre-Bid Conference”	has the meaning set forth in Clause 3.1.
“Project”	has the meaning set forth in Clause 1.5.
“PSA”	has the meaning set forth in Clause 1.2.
“Qualified Bidder”	has the meaning set forth in Clause 5.4.4.
“Re.” or “Rs.” or “INR”	means the Indian Rupees, the lawful currency of India.
“Request for Proposal” or “RFP”	means this request for proposal dated 6 th Sept’20] along with its appendices, and includes the addenda and clarifications (if any) issued by Invest India in accordance with the terms hereof.
“Selected Bidder”	has the meaning set forth in Clause 1.7.
“Scheduled Bank”	means a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, as amended from time to time.
“Technical Bid”	has the meaning set forth in Clause 2.2.1.
“Technical Capacity”	has the meaning set forth in Paragraph 1 of Appendix 1.
“Technical Score”	has the meaning set forth in Clause 5.4.2.
“Terms of Reference”	means the terms of reference set forth in Appendix 5.
“Total Fixed Fee”	has the meaning set forth in Clause 2.2.2.
“Turnover”	means the aggregate value of the realization of amounts made from the sale, supply or distribution of goods or on account of services rendered, or both, during a financial year.

DISCLAIMER

1. The information contained in the Bid Documents provided to Bidders, whether verbally or in writing or in any other form, by or on behalf of Invest India, is provided to Bidders on the terms and conditions set out in this RFP.
2. These Bid Documents are neither an agreement nor an offer by Invest India to the prospective Bidders or any other Person. The purpose of these Bid Documents is to provide interested parties with information that may be useful to them in making their Bids pursuant to these Bid Documents. These Bid Documents may not be appropriate for all Persons, and it is not possible for Invest India, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses these Bid Documents. The assumptions, assessments, statements and information contained in the Bid Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in these Bid Documents and obtain independent advice from appropriate sources.
3. Information provided in these Bid Documents to the Bidder(s) has been collated from several sources some of which may depend upon interpretation of Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. Invest India accepts no responsibility for the accuracy or otherwise for any statement contained in these Bid Documents.
4. Invest India, its directors, employees, agents, consultants, representatives, contractors and advisors make no representation or warranty, and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort, or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered on account of anything contained in these Bid Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Documents and any assessment, assumption, statement or information contained in the Bid Documents or deemed to form part of the Bid Documents or arising from it in any way.
5. Invest India, its directors, employees, agents, consultants, representatives, contractors and advisors, shall not accept any liability of any nature, whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the content of the Bid Documents.
6. These Bid Documents do not purport to contain all the information that the Bidder(s) or any authorized person acting on its/their behalf would require towards preparation and/ or submission of the Bid. The information contained in these Bid Documents does not purport to be comprehensive or to have been independently verified. Nothing in these Bid Documents shall be construed as a legal, financial or tax advice.

7. Bidders will bear all their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by Invest India or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders and Invest India shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.
8. Invest India may, in its absolute discretion, update, amend or supplement the provisions, information, assessment or assumptions contained in the Bid Documents. No communication in whatever form shall be construed to be a part of or supersede these Bid Documents unless an addendum/clarification, in writing, is issued to all Bidders by Invest India.
9. Distributing or taking / sending / dispatching / transmitting the Bid Documents in certain foreign jurisdictions may be restricted by law, and entities into whose possession these Bid Documents come, should inform themselves about, and observe, any such restrictions. Neither Invest India, and nor its directors, employees, agents, consultants, representatives, contractors and advisors, shall be liable for any damages, whether direct or indirect, incidental, special or consequential, including loss of revenue or profits that may arise from or in connection with the use of these Bid Documents or due to participating in the Bid Process, or on account of any decision taken by Invest India in connection with the Bid Process.
10. The issue of the Bid Documents does not imply that Invest India is bound to award the Project to any Bidder and Invest India reserves the right to, (a) reject all or any of the Bids, and/or (b) modify, cancel or re-issue the Bid Documents, in each case, without assigning any reasons whatsoever and the Bidders or any other Person will not have any claim against Invest India in this regard.

1. INTRODUCTION

- 1.1 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. Operationalized in early 2010, Invest India has been set up as the dedicated investment promotion and facilitation agency for attracting investments into the country in a structured, focused and comprehensive manner.
- 1.2 Prime Minister's Science, Technology and Innovation Advisory Council (“**PM-STIAC**”) is an overarching council that facilitates the Office of the Principal Scientific Adviser to the Government of India (“**PSA**”), and seeks to assess the status of specific science and technology domains, comprehend prevailing challenges, formulate specific interventions, develop a futuristic roadmap and accordingly advise the office of the Prime Minister of India. The PSA’s office also oversees the implementation of initiatives emerging from deliberations at PM-STIAC, led by concerned science and technology related departments and agencies of the Government of India.
- 1.3 Out of the 9 missions of the PM-STIAC, one of them is ‘*Waste-To-Wealth*’. The goal of the Waste-to-Wealth mission is to identify, develop and deploy technologies for treatment waste in order to generate energy, recycle materials, and extract worth from such waste. The aforesaid mission is, *inter alia*, working towards identifying and supporting the development of new technologies that can help in creating a cleaner and greener environment. Also, the said mission will be assisting and augmenting the Swachh Bharat Abhiyan and the National Smart Cities Mission of the Government of India by leveraging science, technology and innovation for creating circular economic models that are financially viable for waste management, and for streamlining waste handling in India.
- 1.4 Invest India has been nominated by the **Office of [PSA]** as the project management unit, *vide the MoU dated 28th February, 2020* for the aforesaid Waste-to-Wealth mission, and is responsible for managing and conducting regular monitoring and governance of the programme.
- 1.5 Accordingly, Invest India is desirous of developing a Waste-To-Wealth IT Portal which will be integrated to the official website of Invest India (“**Project**”), and the portal is envisaged to act as a centralized interface for providing information pertaining to, and managing and monitoring, multiple projects across India under the aforementioned Waste-To-Wealth mission. The Waste-To-Wealth IT Portal will, be a standalone website and *inter alia*, support the following:
 - (a) Programme management: The portal will contain comprehensive dashboards for monitoring and evaluation of progress of relevant projects.
 - (b) Knowledge management: The portal will enable sharing of global best practices, success stories, technologies and key updates; and
 - (c) Facilitation of stakeholders’ coordination: The portal is expected to enhance the interaction and coordination (in relation to waste management and waste

utilisation projects) between central ministries and state governments, urban bodies and municipalities, development finance institutions, multilateral development banks, philanthropic organizations, private sector and research and development institutions, implementing agencies, citizens etc.

- 1.6 An indicative terms of reference for the Waste-To-Wealth IT Portal (including certain key features/aspects of the proposed portal) in accordance with which the Project should be executed by the Portal Developer is set out in Appendix 5 hereof, for the reference of the Bidders.
- 1.7 In light of the above, Invest India invites Bids pursuant to this RFP in accordance with the terms set forth in the RFP. The Bidder, who is selected by Invest India for awarding the Project pursuant to the terms and conditions of the RFP (“**Selected Bidder**”), shall be required to enter into a Development Service Agreement (in the form set out in Appendix 7 hereof) with Invest India (“**Development Service Agreement**”). The aforesaid draft of the Development Service Agreement sets forth the detailed terms and conditions for execution of the Project.
- 1.8 The ownership of, and all intellectual property rights associated with, the Waste-to-Wealth IT Portal (including its sources code) developed for Invest India by the Portal Developer in accordance with the Development Service Agreement, shall at all times vest with Invest India. Without prejudice to the generality of the foregoing, any third party intellectual property rights as so incorporated by the Portal Developer in the said Waste-to-Wealth IT Portal (including its sources code) shall be deemed to licensed to Invest India in perpetuity.

2. INSTRUCTION TO BIDDERS

2.1 General terms of bidding

- 2.1.1 Invest India will receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided (or to be provided) by Invest India pursuant to this RFP, including the draft Development Service Agreement, as may be modified, altered, amended and clarified from time to time during the Bid Process by Invest India, in its sole discretion (collectively the “**Bid Documents**”).
- 2.1.2 All Bids for the Project shall be prepared and submitted in accordance with the Bid Documents on or before the latest time and the date specified in Clause 2.3 for submission of Bids (“**Bid Due Date**”).
- 2.1.3 The statements and explanations contained in the RFP and other Bid Documents are intended to provide an understanding to Bidders about the Project and the Bid Process and, should not be construed or interpreted as limiting in any way or manner:
- (a) the scope of work and obligations of the Portal Developer as are set out in the draft Development Service Agreement; and
 - (b) Invest India’s rights to amend, alter, change, supplement or clarify:
 - (i) the scope of work of the Portal Developer;
 - (ii) the RFP or its terms; and
 - (iii) the terms of the draft Development Service Agreement and any other Bid Document.
- 2.1.4 Consequently, any omissions, conflicts or contradictions in the Bid Documents, including the RFP, are to be noted, interpreted and applied appropriately to give effect to this intent and, no claims on that account will be entertained by Invest India.
- 2.1.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Development Service Agreement shall have an overriding effect over the terms of the RFP in case of a conflict between the two, provided, however, that any conditions or obligations imposed on a Bidder hereunder will continue to have effect in addition to its obligations under the Development Service Agreement.
- 2.1.6 All communications in relation to or concerning the Bid Documents, the Bid and the Bid Process, whether by any Bidder or Invest India, shall be in English language.
- 2.1.7 The Bid Documents are non-transferable. The Bid Documents including this RFP and all attached documents, are and will remain the property of Invest India, and are transmitted to the Bidders solely for the purpose of preparation and submission of their Bid(s) for the Project, in accordance with the terms, hereof. The provisions of this Clause 2.1.7 shall

apply, *mutatis mutandis*, to Bids and all other documents submitted by the Bidders, and Invest India shall not be liable to return any Bid or any document or information provided by the Bidders.

2.1.8 The award of the Project to the Selected Bidder by Invest India pursuant to this RFP shall be subject to the terms of the Bid Documents.

2.2 Description of the Bid Process

2.2.1 Prospective bidders who believe that they will be able to fulfil the Minimum Eligibility Criteria, are being called upon to submit their details, as per the format specified in Appendix 1, along with the documents mentioned in Clause 4.3.1 (“**Technical Bid**”), and financial proposal as per the format specified in Appendix 4 (“**Financial Bid**”) (for the purposes of the Bid Documents, the Technical Bid and the Financial Bid shall be collectively referred to as “**Bid**”) in accordance with the terms specified in the Bid Documents.

2.2.2 The Financial Bid for the Project is invited on the basis of a fixed fee (in INR) sought by the Bidders for executing the Project in accordance with the terms of the Bid Documents (“**Total Fixed Fee**”).

2.2.3 Invest India has adopted a two-stage selection process for evaluating the Bids. In the first stage, all Technical Bids (which are responsive in terms of the Bid Documents) shall be evaluated in accordance with Clause 5.4. Based on the evaluation of the aforesaid Technical Bids, a list of Qualified Bidders shall be prepared as specified in Clause 5.4.4. In the second stage, Financial Bids of only the Qualified Bidders shall be evaluated in accordance with Clause 5.5. The Bids of the Qualified Bidders shall finally be ranked according to their combined technical and financial scores in accordance with Clause 5.6.1. The first ranked Qualified Bidder shall be the Selected Bidder. The remaining Qualified Bidders (in accordance with their ranks pursuant to the evaluation of their Bids under the RFP) shall be kept in reserve.

2.3 Schedule of the Bid Process

Invest India will endeavour to adhere to the following schedule. However, the Invest India may anytime, in its sole discretion, revise or extend any of the timelines set out below.

Event Description	Timelines
Publication of the RFP	6 th Sept’20
Last date for receiving queries from Bidders	14 th Sept’20
Pre-bid Conference	17 th Sept’20; 10:00 hrs
Bid Submission Due Date	5 th Oct’20; 17:00 hrs
Opening of Pre-Qualification & Technical Bids Presentation	9 th Oct’20
Technical Presentations	12 th Oct’20 onwards
Opening of Financial Bids	16 th Oct’20

2.4 Eligibility of Bidders

2.4.1 To determine the eligibility of Bidders for qualification under this RFP, the provisions of Clause 2.4 along with other relevant provisions under this RFP shall apply.

2.4.2 Conflict of Interest

A Bidder must not have a conflict of interest that affects the Bid Process (“**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest will be disqualified from the Bid Process. A Bidder shall be deemed to have a Conflict of Interest with respect to the Bid Process, if:

- (a) it Controls, is Controlled by or is under common Control with any other Bidders (or their Associates); or
- (b) it receives or have received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any other Bidders (or their Associates); or
- (c) it has the same legal, technical, or financial consultant as another Bidder for the purposes of submission of Bid; or
- (d) it has a relationship with one-another, directly or through common third parties, that puts it in a position to have access to information that may have an influence on the Bid of another Bidder, or influence the decisions of Invest India regarding the Bid Process; or
- (e) a Bidder submits more than 1 (one) Bid in this Bid Process; or
- (f) a Bidder or any of its Associates participated as a consultant in the preparation of the structure, design or technical specifications of the Project or, the Bid Documents for the Project.

2.4.3 A Bidder shall be prohibited from participating in the Bid Process if:

- (a) as a matter of law or official regulation, the Government of India prohibits commercial relations with the country of the Bidder;
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of India prohibits any import of goods or contracting of works or services from the Bidder's country or any payments to Persons or entities of that country; or

- (c) it engages in any “corrupt practices”, “coercive practices”, “fraudulent practices”, “undesirable practices” or “restrictive practices”, in connection with the Bid Process, as envisaged under Clause 6 of this RFP.
- 2.4.4 If a Bidder or any of its Associates has, been barred or blacklisted, by any government or Government Instrumentality in India or in any other jurisdiction to which such Bidder or its Associates belong or they conduct their business, from participating in any project and the bar subsists on the Bid Due Date, such Bidder will not be eligible to submit a Bid.
- 2.4.5 A Bidder shall be disqualified from the Bid Process, if it (or any of its Associates) in the 3 (three) years preceding the Bid Due Date:
- (a) had been expelled from any project or contract by any government or Government Instrumentality; or
 - (b) had any contract terminated by any government or Government Instrumentality for breach of contract.
- 2.4.6 If a Bidder is determined to be ineligible by Invest India in accordance with Clauses 2.4.2, 2.4.3, 2.4.4 or 2.4.5 above, at the Bid Due Date or subsequently, such Bidder will be disqualified (and any LOA or the Development Service Agreement, if any awarded in pursuance thereof to such Bidder, shall be terminated). *Provided that*, if a Bidder is liable for disqualification arising on account of any cause or event specified in Clause 2.4.5 above, such Bidder may make a representation to Invest India for seeking a waiver from such disqualification, and Invest India may, in its sole discretion, grant such waiver if it is satisfied that such waiver is not in any manner likely to cause a material adverse impact on the implementation of the Project.
- 2.4.7 Bidders shall provide such evidence of their continued eligibility as Invest India may request, from time to time, during the Bid Process.
- 2.4.8 **Minimum Eligibility Criteria**

To be considered as technically qualified for submitting a Bid for the Project, a Bidder must fulfil the Technical Capacity and the Financial Capacity set out in Appendix 1 (collectively the “**Minimum Eligibility Criteria**”). For the purposes of satisfying the Financial Capacity under this RFP, a Bidder may rely on the Financial Capacity of its Associates who are eligible in accordance with the terms and conditions contained in this RFP, and in such an event the Bidder shall submit a certificate issued substantially in the format prescribed in Attachment 1 of Annexure C of Appendix 3, evidencing that such entity is an Associate of the Bidder. In the event that an Associate whose Financial Capacity was taken into consideration for the purposes satisfying the Minimum Eligibility Criteria under and in accordance with the RFP, ceases to be an Associate, the concerned Bidder shall inform Invest India forthwith along with all relevant particulars, and Invest India may, in its sole discretion, disqualify the Bidder from the Bid Process or

withdraw the LOA issued in favour of such Bidder and terminate the Development Service Agreement entered into with such Bidder, as the case may be.

2.4.9 Bidders shall not be permitted to participate in the Bid Process in consortiums or like arrangements.

2.5 **Due-diligence by Bidders**

2.5.1 By submitting its Bid, a Bidder shall be deemed to have:

- (a) made a complete and careful examination of the Bid Documents;
- (b) received all relevant information requested from Invest India;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents and, that such inadequacy, error or mistake will not be the basis for any claim for compensation, damages, loss of profits or extension of time for performance of its obligations, etc. from Invest India, or the grounds for termination of the Development Service Agreement (if the Bidder is declared as the Selected Bidder);
- (d) undertaken requisite investigation and analysis, and accounted for all relevant factors, including technical data, Applicable Law, requirements for manpower and materials, etc., required for submitting an informed Bid, execution of the Project and performance of all of its obligations under and in accordance with the Bid Documents; and
- (e) agreed to be bound by the undertakings provided by it under and in terms of the Bid Documents.

2.5.2 Invest India will not be liable for any omission, mistake or error in the Bid Documents or on account of any matter or thing arising out of or relating to the Bid Documents or the Bid Process, including any error or mistake in any information or data given by Invest India.

2.6 **Right to accept and to reject any or all Bids**

2.6.1 Invest India reserves the right to verify all statements, information and documents submitted by a Bidder in response to the Bid Documents. The Bidder shall, when so required by Invest India, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of it, by Invest India will not relieve the Bidder of its obligations or liabilities under the Bid Documents nor will it affect any rights of Invest India thereunder.

2.6.2 Notwithstanding anything to the contrary contained in this RFP, Invest India reserves the right to accept or reject any Bid and to annul the Bid Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Invest India rejects all the Bids or annuls the Bid Process, it may, in its discretion, invite all eligible Bidders to submit fresh bids.

2.6.3 Invest India reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered; or
- (b) the Bidder does not provide, within 3 (three) days (or any longer period specifically provided by Invest India) from Invest India's request, the supplemental information sought by Invest India for evaluation of the Bid.

Such misrepresentation/improper response shall lead to the disqualification of the Bidder.

2.6.4 If the Selected Bidder is disqualified or rejected in accordance with Clause 2.6.3 above, then Invest India reserves the right to take any other measure as may be deemed fit by it in its sole discretion, including annulment of the Bid Process.

2.6.5 In case it is found during the Bid Process or at any time before the signing of the Development Service Agreement or after its execution that one or more of the Minimum Eligibility Criteria have not been met by the Selected Bidder or if it has made a material misrepresentation or has given any materially incorrect or false information, the Selected Bidder will be disqualified forthwith through a notice in writing if it has not yet been issued the LOA or entered into the Development Service Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Development Service Agreement, as the case may be, the same will, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by Invest India to the Selected Bidder/Portal Developer, without Invest India being liable in any manner whatsoever to the Selected Bidder/Portal Developer. In such an event, Invest India will forfeit and appropriate the Bid Security or the Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Invest India.

2.6.6 In the event that only a single Bid is received pursuant to the Bid Process or if only 1 (one) Bidder is found to satisfy the Minimum Eligibility Criteria, Invest India, reserves the right to:

- (a) accept the Bid; or
- (b) reject the Bid; or
- (c) take any other course of action in accordance with Applicable Law, including initiating fresh tender processes.

2.7 Contents of the RFP

2.7.1 The RFP includes the disclaimer set forth hereinabove and all sections indicated below, and should be read in conjunction with any Addenda or clarification that may be issued by Invest India in accordance with the terms hereof.

1. **Appendix 1-** Minimum Eligibility Criteria
2. **Appendix 2-** Format of Queries/ Clarifications for additional information
3. **Appendix 3-** Technical Bid
 - *Annexure A-* Letter of proposal submission
 - *Annexure B-*
 - (i) Part 1: Format of Power of Attorney for signing the Bid
 - (ii) Part 2: Format of Board Resolution
 - *Annexure C-* General Information on the Bidder
 - (i) Attachment 1- Certificate from the Statutory Auditor/Practicing Chartered Accountant evidencing relationship of Associate
 - (ii) Attachment 2- Format of CVs of the Personnel
 - (iii) Attachment 3- Relevant Experience of the Bidder with respect to Terms of Reference
 - (iv) Attachment 4- Certificate from HR evidencing minimum employee requirement.
 - *Annexure D-* Certificate regarding Financial Capacity of the Bidder
 - *Annexure E-* Format of Bank Guarantee
 - *Annexure F-* Description of Approach and Methodology for Performing the Assignment/ Job
 - *Annexure G-* Checklist of Documents
4. **Appendix 4-** Letter Comprising Financial Bid
 - *Annexure H-* Financial Bid
5. **Appendix 5-** Terms of Reference
6. **Appendix 6-** Integrity Pact
7. **Appendix 7-** Draft Development Service Agreement

2.7.2 Bidders are expected to review all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information or documentation required under the Bid Documents may result in rejection of their Bids on account of being non-responsive.

2.8 Clarifications

2.8.1 Any queries or requests for additional information relating to the Project should be submitted in writing (in the format set out in Appendix 2) by e-mail to the officer designated below in accordance with the timelines specified in Clause 2.3. The envelopes (in case of queries/requests sent by speed post/registered post/courier) or emails shall clearly bear the following identification or subject, as the case may be.

“Queries/Request for Additional Information: RFP for Waste-to-Wealth IT Portal”

Attention: Vinay Jain

Invest India

Vigyan Bhawan Annexe

Maulana Azad Road | New Delhi 110011

M: +91 9205618944

E: vinay.jain@investindia.org.in

2.8.2 Invest India will endeavour to respond to the queries within the period specified in Clause 2.3, but no later than [10 (ten) days] prior to the Bid Due Date. Invest India will forward all queries and its responses thereto, to all Bidders without identifying the source of such queries, by email on the registered e-mail addresses of the Bidders. Provided that, Invest India reserves the right not to respond to any question or provide any clarification or information, in its sole discretion, and nothing in this RFP shall be read or construed as compelling or requiring Invest India to respond to any question/query or to provide any clarification or information.

2.8.3 Invest India may on its own motion, if deemed necessary by it (in its sole discretion), issue interpretations and/or clarifications (in writing) to all Bidders. All interpretations and/or clarifications issued by Invest India, shall be deemed to form part of the Bid Documents. Verbal clarifications and information given by Invest India or its directors, employees, consultants, advisors, contractors, agents or representatives shall not in any way or manner be binding on the Invest India.

2.9 Amendment of the RFP

2.9.1 Invest India may, at any time and for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP, the draft Development Service Agreement or any other Bid Document by the issuance of Addenda. Provided that, Invest India shall not modify the RFP, the draft Development Service Agreement or any other Bid Document after the Bid Due Date.

2.9.2 All Addenda will be in writing and shall be published on the portal of Invest India at <<https://www.investindia.gov.in/request-for-proposal>>.

2.9.3 To allow Bidders a reasonable time for taking an Addendum into account while preparing their Bids, or for any other reason, Invest India may, in its sole discretion, extend the Bid Due Date, with prior notice to the Bidders.

2.9.4 Notwithstanding anything to the contrary contained in this RFP, Invest India may any time, in its sole discretion, extend or amend the Bid Due Date or any other timeline by issuing an Addendum uniformly accessible to all Bidders.

2.10 **Governing law and jurisdiction**

The Bid Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bid Process.

3. PRE-BID CONFERENCE

An online pre-Bid conference of the Bidders shall be convened on the date specified in Clause 2.3 (“**Pre-Bid Conference**”) at 10:00 hrs. The invitation and the link to join the pre-bid conference would be sent to the interested Bidders separately.

- 3.1 In case the day for the Pre-Bid Conference is an unscheduled holiday, the Pre-Bid Conference will be convened on the next working day at the same time and place.
- 3.2 The interested bidders are required to send a confirmation email to the email id below for their virtual participation in the pre-bid conference.

***Attention:** Vinay Jain*

Invest India

M: +91 9205618944

E: vinay.jain@investindia.org.in

- 3.3 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of Invest India. Invest India shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bid Process.

4. PREPARATION AND SUBMISSION OF BIDS

4.1 Language

Every Bid and all related correspondence and documents in relation to the Bid Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with their Bids may be in any other language, provided that such supporting documents and printed literature are accompanied by translations of all the pertinent passages in English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated in English language, may not be considered by Invest India for the purposes of evaluation. For the purposes of interpretation and evaluation of the Bids, the English language translation of supporting materials shall prevail.

4.2 Format and Signing of Bid

4.2.1 Bidders shall provide all the information required under the Bid Documents, including this RFP. Invest India shall evaluate only those Bids that are received in the required formats specified under this RFP, and complete in all respects. In the event that any clarification or supporting are required by Invest India for Technical Bid terms of the RFP, Invest India shall inform the Bidder about the same. The Bidder shall be required to rectify the defect in the Technical Bid within 3 (three) days from Invest India's intimation (unless a longer period is provided by Invest India, in its sole discretion) failing which the Bidder shall be disqualified from the Bid Process.

4.2.2 The documents comprising the Technical Bid shall be typed and signed by the Authorized Signatory of the Bidder, who shall also initial each page of such documents (including each schedule, appendix, annexure etc. thereto). In case of published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the documents comprising the Technical Bid shall be initialled by the Authorized Signatory.

4.2.3 The Bidder shall submit as part of its Technical Bid, a power of attorney in the format set forth in Part 1 of Annexure B of Appendix 3 or a certified true copy of the resolution of its board of directors, in each case, authorizing the signatory of the Bid to commit the Bidder ("**Authorized Signatory**").

4.3 Sealing and marking of Bids

4.3.1 A Bidder shall submit its Technical Bid in the format specified in Appendix 3 along with the below set documents, in a sealed envelope marked as "**TECHNICAL BID FOR WASTE-TO-WEALTH IT PORTAL**". The Technical Bid shall include:

- (a) Letter comprising the Technical Bid along with a copy of the certificate of incorporation or registration of the Bidder (**Annexure A of Appendix 3**);

- (b) Original power of attorney for signing the Bid along with the supporting documents as specified in the said format (**Part 1 of Annexure B of Appendix 3**) or a certified true copy of the resolution of its board of directors in the prescribed format (**Part 2 of Annexure B of Appendix 3**);
- (c) General information on the Bidder in the prescribed format (**Annexure C of Appendix 3**) along with the following documents:
 - (i) Certificate from the statutory auditor of the Bidder / or a practicing chartered accountant (substantially in the prescribed format set out in **Attachment 1 of Annexure C of Appendix 3**), evidencing relationship of the Bidder and its Associate (applicable only if the Bidder has relied on the Financial Capacity of its Associate in accordance with the RFP);
 - (ii) CVs of the 5 (five) personnel proposed to be deployed for the execution of the Project (in the format set out in **Attachment 2 of Annexure C of Appendix 3**); and
 - (iii) Relevant experience of the Bidder (in the format set out in **Attachment 3 of Annexure C of Appendix 3**);
- (d) Certificate evidencing the Financial Capacity of the Bidder substantially in the prescribed format (**Annexure D of Appendix 3**);
- (e) Bid Security in the form of an original bank guarantee in the prescribed format (**Annexure E of Appendix 3**);
- (f) Description of the proposed approach and methodology of the Bidder for executing the Project (**Annexure F of Appendix 3**);
- (g) Original integrity pact (in the prescribed format) duly signed by the Bidder (**Appendix 6**); and
- (h) Checklist of documents submitted as part of the Technical Bid (**Annexure G of Appendix 3**).

The above documents comprising the Technical Bid shall be bound with the pages numbered serially.

For the purposes of submission of the Technical Bid via email, the Bidders are required to submit the scanned copy of the aforesaid Appendices and their respective Annexures in a single zip folder.

- 4.3.2 2 (two) hard/physical copies and 1 (one) soft copy (in .pdf format in one or more CDs/DVDs) of the Technical Bid along with all document comprising the Technical Bid, as specified in Clause 4.3.1 above, shall be placed in a separate sealed envelope marked

as “**COPY OF TECHNICAL BID FOR WASTE-TO-WEALTH IT PORTAL**”. A Bidder shall submit its Financial Bid in the format specified in Appendix 4 (1 (one) hard copy in a sealed envelope marked as “**FINANCIAL BID FOR WASTE-TO-WEALTH IT PORTAL**”. Under the Financial Bid, the Bidder shall clearly specify (in INR), the Total Fixed Fee (along with its bifurcation), both in figures and words, in the format prescribed in Appendix 4. The Financial Bid must be signed by the Authorized Signatory. If there is any discrepancy between the amount quoted in figures and words, the amount quoted in words shall be considered by Invest India. A Bidder shall, in its Financial Bid, quote the Total Fixed Fee exclusive of all taxes as applicable. Any taxes payable by Invest India to the Portal Developer under the Applicable Law, on account of receiving services from the Portal Developer pursuant to the Development Service Agreement, will be paid by Invest India over and above the Total Fixed Fee.

4.3.3 The 3 (three) envelopes specified in Clauses 4.3.1, 4.3.2 and 4.3.3 above shall be placed in a sealed outer envelope. The fourth envelope referred to in this Clause 4.3.4 shall clearly bear the following identification:

4.3.4 “**BID FOR WASTE-TO-WEALTH IT PORTAL**” and shall clearly indicate the name and address of the Bidder. Additionally, the Bid Due Date must be specified on the right hand top corner of each of the envelopes.

4.3.5 Each of the envelopes will be addressed to:

*Attention: Aditya Sharma
Chief Technology Officer
Invest India
Vigyan Bhawan Annexe
Maulana Azad Road | New Delhi 110011
M: +91 9821497805*

4.3.6 If the envelopes are not sealed and marked as instructed above, Invest India assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted. Further, Invest India may reject such Bid as non-responsive.

4.3.7 Bids submitted by fax, telex, telegram, e-mail or in any other manner other than as provided in Clause 4.3 shall not be accepted by Invest India.

4.3.8 **Online Submission of Bids**

In addition to the aforesaid submission of bids in physical format, Bidders are also required to undertake an email submission of bids, in accordance with the terms of this Clause 4.3.8.

(a) Bidders are required to submit their pre-qualification documents, scanned copy of the EMD and their full technical proposal on email:

procurement@investindia.org.in. The Technical Proposal or the pre-qualification documents shall not include any financial information and shall follow the instructions pertaining to its content as outlined in this RFP.

- (b) The Bidder should submit the financial bid in separate PDF or excel sheet which is password protected on email id procurement@investindia.org.in without sharing the password. Financial proposal without password protection will be not be accepted and the entire proposal of that Bidder will be declined. The Bidders will be required to share the password of the Financial Proposal, prior to opening of the Financial Proposals, as per the instructions of Invest India.
- (c) There must be no discrepancy between the version of the Bid submitted via email and the version sent via courier/ post. In case of such a discrepancy, the precedence will be given to the version submitted via email and the same will be considered to be final.

Bidders are notified that submission of Bids online is merely an addition and not a substitution. The abovementioned paragraph therefore must be read together with the other instructions in the RFP.

4.3.9 Any condition or qualification or any other conditional stipulation contained in the Bid will render the Bid liable to rejection as a non-responsive Bid.

4.4 **Bid Due Date and time**

4.4.1 Bids must be submitted in any case before 17:00 hours (IST) on the Bid Due Date at the address mentioned in Clause 4.3.6 above in the manner and form as detailed in this RFP. A receipt of acceptance of Bid should be obtained from Invest India, which shall be a conclusive proof of submission of Bid by a Bidder on or before the Bid Due Date.

4.4.2 Invest India may, in its sole discretion, extend the Bid Due Date and/or the time specified in Clause 4.4.1 above by issuing an Addendum in accordance with Clause 2.9, uniformly for all Bidders. In such a case, all rights and obligations of Invest India and Bidders previously subject to the original Bid Due Date and/or time will thereafter be subject to such extended Bid Due Date and/or time.

4.4.3 It is clarified that the Bid, which is submitted via email as per procedure above, will be counted for the purposes of meeting the deadline mentioned in Clause 4.4.1.

4.5 **Late Bids**

Bids received by Invest India beyond the time specified in Clause 4.4.1 above on the Bid Due Date shall be summarily rejected by Invest India. Invest India will not be responsible for any delay in receipt of Bids.

4.6 **Number of Bids and costs**

- 4.6.1 A Bidder shall not submit more than 1 (one) Bid for the Project. In the event that a Bidder submits more than 1 (one) Bids for the Project, such Bidder shall be disqualified from the Bid Process.
- 4.6.2 The Bidders shall bear all their costs associated with or relating to the preparation and submission of their Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Invest India or any other costs incurred in connection with or relating to their Bid. All such costs and expenses will remain with the Bidders and Invest India shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bid Process.

4.7 **Modifications/ Substitution/ Withdrawal of Bids**

- 4.7.1 A Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by Invest India prior to the Bid Due Date. No Bid will be modified, substituted or withdrawn by a Bidder on or after the Bid Due Date and other than in accordance with the provisions of this RFP.
- 4.7.2 The modification, substitution or withdrawal notice (along with the modified/substituted Bid, in case of modification/substitution) will be prepared, sealed, marked, and delivered in accordance with Clause 4.3 above, with the envelope being marked “**MODIFICATION**”, “**SUBSTITUTION**” or “**WITHDRAWAL**”, as the case may be.
- 4.7.3 Any alteration or modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by Invest India, shall be disregarded by Invest India.

4.8 **Validity of Bids**

The Bids must be valid at least until [180 (one hundred and eighty)] days from the Bid Due Date. A Bid valid for a shorter period shall be rejected by Invest India as being non-responsive. In exceptional circumstances, prior to the expiration of the Bid validity period, Invest India may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. In the event that the Bid validity period is extended, the Bid Security shall also be extended accordingly. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. For the avoidance of any doubt, an extension of the Bid validity period will not entitle a Bidder to modify its Bid.

4.9 Correspondence with Bidders

Other than as provided in this RFP, Invest India will not entertain any correspondence with the Bidders with respect to the acceptance or rejection of any Bids.

4.10 Waiver and release by Bidders

It shall be deemed that by submitting its Bid, the Bidder agrees and releases Invest India, its directors, employees, agents, consultants, representatives, contractors and advisors etc., irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or any other liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under this RFP and under other Bid Documents and/or in connection with the Bid Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

4.11 Bid Security

- 4.11.1 Every Bidder shall furnish as part of its Bid, a Bid security, acceptable to the Invest India, in the form of a bank guarantee in the format set out in Annexure E of Appendix 3 for an amount equal to INR 5,00,000/- (Indian Rupees five lakhs only) (the “**Bid Security**”), that is presentable to a Scheduled Bank with a branch in Delhi. **The start-ups which have received a start-up recognition certificate from DPIIT and the Micro Small Medium Enterprises (MSME) shall be exempted from the requirement of submission of Bid Security, subject to their submission of documentation in evidence of their status.**
- 4.11.2 The Bid Security shall be valid for at least until 180 (one hundred and eighty) days from the Bid Due Date. In the event that the Bid Due Date is extended by Invest India, the Bidder shall be required to extend the validity of the Bid Security in order to ensure that the Bid Security remains valid for a period of 180 (one hundred and eighty) days from the extended Bid Due Date. Further, in the event that the Bidder is the Selected Bidder for the Project, it shall be required to ensure that the Bid Security for the such Project remains valid until 10 (ten) days from the day on which the Selected Bidder has submitted the Performance Security for the Project, in accordance with the provisions of the Development Service Agreement.
- 4.11.3 Invest India shall reject a Bid as non-responsive if it is not accompanied by the Bid Security as required under the terms of the RFP.
- 4.11.4 Invest India shall not be liable to pay any interest to a Bidder on the amount of the Bid Security.

- 4.11.5 The Bid Security of the Bidders, except the Selected Bidder, shall be returned by Invest India, without any interest, not later than 30 (thirty) days from the date of the LOA issued by Invest India to the Selected Bidder.
- 4.11.6 In the event that the Bid Process is cancelled by Invest India, it shall return the Bid Security of all Bidders not later than 30 (thirty) days from the date of cancellation of the Bid Process.
- 4.11.7 The Selected Bidder's Bid Security will be returned, without any interest, upon the Selected Bidder furnishing the Performance Security in accordance with the provisions of the Development Service Agreement.
- 4.11.8 Invest India shall be entitled to forfeit and appropriate the Bid Security as damages, *inter alia*, in any of the events specified in Clause 4.11.9 below. Every Bidder, by submitting its Bid pursuant to this RFP, will be deemed to have acknowledged and confirmed that Invest India will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period specified under this RFP. No relaxation of any kind on Bid Security will be given to any Bidder by Invest India.
- 4.11.9 The Bid Security shall be forfeited and appropriated by Invest India as damages without prejudice to any other right or remedy that may be available to Invest India under the Bid Documents, or otherwise in law or equity, on occurrence of the following:
- (a) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 6 of this RFP; or
 - (b) if a Bidder withdraws its Bid after the Bid Due Date during the period of Bid validity as specified in this RFP, as may be extended subject to the provisions of the RFP;
 - (c) in case of the Selected Bidder, if it fails within the specified time limit, or within such extended period as may be allowed by Invest India:
 - (i) to sign and return the duplicate copy of the LOA; or
 - (ii) to sign the Development Service Agreement; or
 - (iii) to fulfil any obligation as specified in the Development Service Agreement; or
 - (d) upon occurrence of any of the events set out in Clause 2.6.3 and 2.6.5.
- 4.11.10 The Bid Security of Bidders whose Bid is rejected solely on account of not meeting the Minimum Eligibility Criteria will be returned within a period of 30 (thirty) days from the date of intimating the rejection of the Bid by Invest India to the Bidder.

5. EVALUATION OF BIDS

5.1 Opening of Technical Bids

5.1.1 Invest India shall open the Technical Bids on the date specified in Clause 2.3 in the presence of the Bidders who may choose to attend the bid opening process through videoconference. The time and the link to joining the videoconference, for the opening of the Technical Bids will be intimated by Invest India not later than 2 (two) days prior to the date of the opening of the Technical Bids. In case the day for the opening of the Technical Bids is an unscheduled holiday, the Technical Bids will be opened on the next working day at the same time and place.

5.2 Tests of responsiveness

5.2.1 As part of the evaluation of Bids, Invest India will determine whether each Bid is responsive to the requirements of the RFP. A Bid will be considered responsive only if:

- (a) it is received along with all the prescribed documents as specified in (and in the prescribed formats) Appendix 3;
- (b) it includes a Financial Bid in accordance with Clause 4.3.3;
- (c) it is received by Invest India on or before the specified time on the Bid Due Date;
- (d) it is signed, sealed, bound and marked as stipulated in Clause 4.3;
- (e) it is accompanied by the Bid Security as specified in Clause 4.11 above;
- (f) it is valid in accordance with Clause 4.8 above
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

5.2.2 Invest India reserves the right to reject any Bid which is not responsive and no request for alteration, modification, substitution or withdrawal will be entertained by Invest India in respect of such Bid.

5.3 Evaluation methodology

5.3.1 The Bids will be evaluated by combined quality cum cost based system method, with weightages of 70:30 (70% (seventy percent) for Technical Bid and 30% (thirty percent) for Financial Bid), in accordance with the provisions of this RFP.

5.3.2 To facilitate evaluation of Bids, Invest India may, in its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid and/or Financial Bid. The Bidder shall be required to provide such clarification within a period of 3 (three) days from the date of Invest India’s request.

5.4 Evaluation of Technical Bids

5.4.1 Only those Technical Bids which are considered to be responsive in terms of Clause 5.2 above and which satisfy the Minimum Eligibility Criteria will be evaluated in accordance with the provisions of the RFP.

5.4.2 Each Technical Bid which will be evaluated subject to Clause 5.4.1, shall be assigned a technical score (on the basis of evaluation) in the manner set out below (“**Technical Score**”):

S No.	Criteria	Maximum points which may be awarded by the Bid evaluation committee of Invest India in its sole discretion
1.	Relevant experience of providing services of similar nature (with respect to the scope of work set out under the Terms of Reference) within 3 (three) years prior to the Bid Due Date (submitted in the format set out in Attachment 3 Annexure C of Appendix 3, as part of the Technical Bid).	30
2.	CVs of the 5 (five) personnel, proposed to be deployed for the Project by the Bidder (submitted in the format set out in Attachment 2 Annexure C of Appendix 3, as part of the Technical Bid), which will be judged on, qualifications, relevant technical experience, skills and competencies.	20
3.	Strategy, approach and methodology of the Bidder for executing the Project, including the following aspects: <ul style="list-style-type: none"> • Technology stack will be built on which platform • Scalability and flexibility of the proposed solution to add/ modify new modules in the future • Ability of the platform to integrate with other IT systems • Ability of the deployed technology to incorporate next-gen technologies like artificial 	50

	intelligence, machine learning, data analytics etc. <ul style="list-style-type: none"> • Flexibility of the platform to create on-demand reports/ quickly deploy new reports • Turnaround time to design, develop and launch new features/ modules on the platform • Designing and creative concepts • Innovative features to increase user engagement on the portal 	
TOTAL		100

5.4.3 During the process of evaluation of the Technical Bid, each Bidder will be required to make a presentation on its Technical Bid covering aspects such as its relevant experience, technology stack, how it fulfils the functionalities described in the scope of work set out under the Terms of Reference, its implementation methodology & concepts, team composition and activity schedule. The date and time of the aforesaid presentation will be intimated to the Bidders by Invest India.

5.4.4 The Bidders who secure a minimum Technical Score of 70 in accordance with Clause 5.4.2, shall be shortlisted for evaluation of Financial Bids (“**Qualified Bidders**”).

5.5 Evaluation of Financial Bids

5.5.1 After the technical evaluation is completed, the qualified Bidders shall be informed in writing about the time for opening the Financial Bid through videoconference, the link for which would be shared by Invest India. Financial Proposals shall be opened in the presence of the Bidder’s representatives who choose to attend online videoconference. The name of the bidders whose Technical Bid is found responsive/qualified (i.e. identified benchmark) shall be read out. The qualified Bidder will then share the password of the protected file during the videoconference.

5.5.2 Invest India will determine whether the Financial Bid of each Qualified Bidder is complete, unqualified and unconditional, and in accordance with the format set out in Appendix 4. In the event that the Financial Bid of a Qualified Bidder is not in accordance with the provisions of the RFP, such Financial Bid will be summarily rejected and shall not be evaluated.

5.5.3 Thereafter, the Qualified Bidder who has quoted the lowest Total Fixed Fee (F_M) in its Financial Bid shall be awarded a financial score (“**Financial Score**”) of 100 and the remaining Qualified Bidders will be awarded Financial Scores which are inversely proportional to their Total Fixed Fee (quoted in their Financial Bids respectively) as follows:

$$\text{Financial Score} = 100 * F_M / F$$

Where:

F_M is the lowest Total Fixed Fee quoted in the Bid Process
F is amount of Total Fixed Fee quoted by the concerned Qualified Bidder.

5.6 Combined Evaluation

- 5.6.1 Subsequent to the evaluation of Financial Bids, the Qualified Bidders shall finally be ranked according to their combined Technical Score (ST) and Financial Score (SF) scores as follows:

$$\text{Combined score} = ST * T_w + SF * F_w$$

Where:

ST is the Technical Score

SF is the Financial Score

T_w and F_w are weights assigned to Technical Score and Financial Score, which shall be 0.70 and 0.30 respectively.

Illustratively:

As an example, the following procedure will be followed. The minimum qualifying marks for technical qualifications are 70% and the weightage of the technical bids and financial bids is kept as 70:30. If 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 70. 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. If the evaluation committee examines the financial proposals and the quoted total bid values are as under:

Proposal Total Bid Value:

A: INR 120

B: INR100

C: INR 110

Using the formula $100 * F_M / F$, where F_M is the lowest Total Fixed Fee quoted in the Bid Process

F is amount of Total Fixed Fee quoted by the concerned Qualified Bidder, the committee will give them the following points for financial proposals:

A: $(100 / 120) * 100 = 83$ points

B: $(100 / 100) * 100 = 100$ points

C: $(100 / 110) * 100 = 91$ points

In the combined evaluation, thereafter, the evaluation committee will calculate the combined technical and financial score as under (using the formula- $ST * T_w + SF * F_w$):

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

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

Proposal A: H3

Proposal B: H2

Proposal C: H1

Proposal C at the total bid value of INR 110 will, therefore be declared as the successful Bidder and recommended for approval, to the competent authority.

In the event of a tie in the final scores, the organization having the lower financial quote amongst the two would be given preference.

The Qualified Bidder that obtains the highest combined score in accordance with Clause 5.6.1 above, shall be the Selected Bidder and shall be awarded the Project. Invest India reserves the right to award the Project to the second highest bidder in case the highest bidder gets disqualified or does not execute the DSA.

5.7 Issuance of Letter of Award and execution of Development Service Agreement

5.7.1 After identification of the Selected Bidder, a Letter of Award (“LOA”) will be issued, in duplicate, by Invest India to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof and, fulfil any condition set out in the LOA within the time limit prescribed thereunder. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, Invest India may, unless it provides in writing, an extension of time for submission thereof, without prejudice to any of its rights under the Bid Documents or law or equity, withdraw the LOA for the Project and appropriate the Bid Security of such Selected Bidder as the mutually agreed genuine pre-estimate loss and damage suffered by the Invest India on account of failure of the Selected Bidder to acknowledge the LOA.

5.7.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Development Service Agreement within the period prescribed in the LOA, subject to the fulfilment of conditions prescribed therein. The Selected Bidder shall not be entitled to negotiate or seek any deviation, modification or amendment in the draft Development Service Agreement.

5.8 Contact during Bid Evaluation

Bids will be deemed to be under consideration immediately after they are opened and until such time Invest India makes official notification of award or rejection to the

Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, Invest India and/ or its directors, employees, agents, consultants, representatives, contractors and advisors in connection with matters related to the Bids under consideration.

6. FRAUD AND CORRUPT PRACTICES

- 6.1 Invest India requires that the Bidders participating in the Bid Process adhere to the highest ethical standards, both during the selection process and throughout the execution of the Development Service Agreement.
- 6.2 Bidders and their respective officers, employees, agents and advisers are required to observe the highest standard of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, Invest India may reject a Bid (or revoke the LOA and/or terminate the Development Service Agreement, as may be applicable) without being liable in any manner whatsoever to a Bidder, if it determines that such Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid Process.
- 6.3 Without prejudice to the rights of Invest India under Clause 6.2 above, in the event that a Bidder is found by Invest India to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by Invest India, either indefinitely or for a period of time specified by Invest India, from the date such Bidder is found by Invest India to have directly or indirectly or through an agent, engaged or indulged in any of the activities mentioned above.
- 6.4 For the purposes of the RFP, the following terms will have the meanings given to them below:
- (a) “**corrupt practice**” means (i) offering, giving, receiving, or soliciting, directly of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Invest India who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Development Service Agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of Invest India, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the execution of the Development Service Agreement, as the case may be, any Person in respect of any matter relating to the Project, the Bid Process or the Development Service Agreement, who at any time has been or is a legal, financial or technical advisor of Invest India on any matter concerning the Project;
 - (b) “**fraudulent practice**” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;

- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- (d) **“undesirable practice”** means (i) establishing contact with any Person connected with or employed or engaged by Invest India with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid Process.

6.5 The Bidders shall execute an Integrity Pact with Invest India in the format provided under Appendix 6.

APPENDIX 1- MINIMUM ELIGIBILITY CRITERIA

In order to be eligible for submitting a Bid for the Project in accordance with the RFP, the Bidders are required to satisfy the Technical Capacity and the Financial Capacity.

Please note that for demonstrating their Technical Capacity and the Financial Capacity, the Bidders are required to submit (as part of their Technical Bid in accordance with Clause 4.3.1 of the RFP) requisite supporting documents evidencing the fulfilment of each of such criteria.

1. Technical Capacity

Each Bidder shall be required to satisfy the technical criteria set out below (“**Technical Capacity**”):

- (a) The Bidder should have successfully completed at least 5 (five) assignments of a nature similar to that of the Project in the last 3 years. Activities of similar nature is mentioned below-
 - i. The bidder should have successfully completed at least 5 projects in the last 2 years on the technology stack that is being proposed
 - ii. Experience on integration of multiple IT systems through API where in each platform is working on a different technology architecture
 - iii. Role Based Access System with multiple hierarchical levels
 - iv. Workflow based systems that are flexible i.e. can be easily modified over the course of time
 - v. Progress Tracking of Projects
 - vi. Real Time Dashboards with ad-hoc report generation capabilities
 - vii. E-Tendering solutions with the ability to evaluate the tenders digitally
 - viii. Payment Gateway
 - ix. Experience of deploying next-gen technologies like AI, ML, Data Analytics on the web platforms

- (b) As of the Bid Due Date, the Bidder should have, on its rolls (i.e. under employment) or on retainer, an aggregate of at least 50 (fifty) persons specialising in the nature of services required to rendered for execution of the Project, as specified in more details under the Terms of Reference.

2. Financial Capacity

Each Bidder shall be required to satisfy the financial criteria set out below (“**Financial Capacity**”):

A Bidder should have a minimum turnover of INR 10,00,00,000/- (Indian Rupees ten crores only) in each of the immediately preceding 3 (three) financial years ending March 31, 2019.

Along with above 3 years financial details for year ended 31st Mar'17, 31st Mar'18 & 31st Mar'19, user to also provide turnover details(Audited/Unaudited) for year ended 31st March 2020, though the same will not be considered in the above turnover.

Note to Bidders:

The Bidders are required to submit the supporting documents, along with the relevant annexures, wherever sought.

Minimum Eligibility Criteria	Reference Document of Technical Bid
Technical Capacity (a)	Appendix 3-Annexure C-Attachment 3
Technical Capacity (b)	Appendix 3-Annexure C-Attachment 4
Financial Capacity	Appendix 3-Annexure D

APPENDIX 2
FORMAT OF QUERIES/ CLARIFICATIONS FOR ADDITIONAL
INFORMATION

To,

Invest India

Vigyan Bhawan Annexe

Maulana Azad Road | New Delhi 110011

M: +91 9205480586

E: vinay.jain@investindia.org.in

Kind Attention: Vinay Jain

Sub: Queries/ Request for Additional Information- “Waste to Wealth” Project

Sr. No.	Clause number and Page Number	Query	Proposed Clause	Rationale for the Proposed Clause
RFP				
1.				
2.				
Agreement				
1.				
2.				

For and on behalf of [*insert the name of the Bidder*]

Authorized Signatory

Name:

Designation:

APPENDIX 3
TECHNICAL BID
ANNEXURE A
Letter comprising the Technical Bid

[Location, Date]

To
Aditya Sharma
Invest India,
Vigyan Bhawan Annexe
New Delhi- 110001

Dear Sir

1. Having inspected and examined the Bid Documents issued by Invest India for the development of **Waste to Wealth IT Portal**, we have understood the contents of the Bid Documents and, we have no reservations in respect of the Bid Documents including any addenda issued by Invest India. Further, we acknowledge that no representation or warranty, expressed or implied, is or will be made in relation to the contents of the Bid Documents and no liability is or will be accepted by, Invest India, its respective advisors, consultants, contractors, servants, agents or any authorized person acting on its behalf in relation to the accuracy, adequacy and/or completeness of such information and/or any statements made, nor shall it be assumed that such information or statements will remain unchanged. We accordingly offer to execute and complete the Works and, herewith enclose our bid (including this letter).
2. We, the undersigned, offer to provide the complete solutions for the development of Waste to Wealth IT Portal, in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our bid, which includes this Technical Bid, and also the Financial Bid as indicated in Section 4 of the RFP, sealed under a separate envelope.
3. This statement is made for the express purpose of evaluation of Bid for the aforesaid Project.
4. We shall make available to Invest India, any additional information Invest India may find necessary or require to supplement or authenticate the Bid.
5. We undertake and agree:
 - (i) to keep this Bid valid and open for acceptance without unilaterally varying or amending its terms for the period stated in the Bid Documents (“**Bid Documents**”)

being [180 (one hundred eighty)] days from the date of submission of Bid and for such other extended period, as may be provided in the Bid Documents;

- (ii) the Bid Security in the form of a Bank Guarantee in accordance with the format specified in the RFP is attached.
 - (iii) that the total responsibility for performance of the contract, would be upon us, if the Project is awarded to us.
 - (iv) that the Bid is unconditional and unqualified.
6. We hereby declare that all the information and statements made in our bid are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We hereby represent and warrant to Invest India that:
- (i) the information furnished by us is complete, accurate, unconditional and fairly presented;
 - (ii) we have appropriate resources for undertaking the Project should we be awarded the Project;
 - (iii) we meet the qualification and eligibility criteria set out in the Bid Documents, and are in compliance with all the terms and conditions of the same;
 - (iv) there is no information, data or documents which have not been disclosed which may prejudicially affect Invest India's evaluation;
 - (v) we have all the necessary corporate and statutory approvals to participate in and submit the Bid, execute and perform its obligations as set out in the Bid Documents;
 - (vi) we have the necessary skills, experience, technical and financial ability to successfully meet the requirements and perform the Works as set out in the Bid Documents;
 - (vii) there is no information, data or documents which have not been disclosed which may prejudicially affect the Invest India's decision in relation to the award of the Development Service Agreement;
 - (viii) we are not disqualified from participating in the bidding process as per the terms and conditions of the Bid Documents;
 - (ix) the Bid represents a binding offer by us which may be accepted by Invest India at its sole discretion. We agree and acknowledge that Invest India may, in its sole discretion, award the Development Service Agreement in parts to more than one Bidder; and
 - (x) as of the Bid Due Date, we have, on our rolls or on retainer, an aggregate of at least 50 (fifty) persons specialising in the nature of services required to rendered for execution of the Project, as specified in more details under the Terms of Reference.
8. We understand that Invest India is not bound to accept any bid it receives.

9. We acknowledge and agree that in the event that an Associate whose Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, ceases to be an Associate, we shall inform Invest India forthwith along with all relevant particulars, and Invest India may, in its sole discretion, disqualify us or withdraw the LOA/terminate the Development Service Agreement, as the case may be.
10. We further represent that we have not been declared ineligible in any other bid process on account of engaging in any “corrupt practices”, “coercive practices”, “fraudulent practices”, “undesirable practices” or “restrictive practices” (*as defined under Clause 6 of this RFP*).
11. We confirm that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above or as per the terms contained in the RFP, we shall intimate Invest India of the same immediately.
12. In the event of us being declared as the Selected Bidder, we agree to enter into the Development Service Agreement in accordance with the draft that has been provided in Appendix 7 of the RFP, prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
13. We certify that we have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
14. We acknowledge and agree that the award, cancellation or amendment of the Contract or Bid Documents is the Invest India’s sole and absolute discretion and any decision taken by Invest India in relation to the Bid Documents (including any award of Contract) is final and binding on us and we shall have no rights or claims arising out of or in relation to any decision of Invest India in relation to the Bid Documents or the bidding process.
15. We undertake that we will intimate Invest India of any material change in facts, circumstances, status or documentation relating to us during the bidding process.
16. This bid shall be governed by and construed in all respects according to the applicable laws being in force in India. The courts at New Delhi will have exclusive jurisdiction in the matter.
17. We have studied all the Bid Documents carefully. We understand that except to the extent as expressly set forth in the Bid Documents, we shall have no claim, right or title arising out of any documents or information provided to us by Invest India or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of contract.

In witness thereof, we submit this Bid under and in accordance with the terms of the Bid Documents.

The capitalized terms used and not defined in this letter shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

Yours faithfully,

*Authorized Signatory [*In full and Designation*]:

Name and Title of Signatory:

Name of Bidder:

Address:

Note to Bidders:

Authorization in form of power of attorney (in the format prescribed under Appendix 3, Annexure B, Part 1), on a non-judicial stamp paper and board resolution (in the format prescribed under Appendix 3, Annexure B, Part 2), in case the Bidder is a company, to be provided by the Bidder.

ANNEXURE: B

PART 1

Format of Power of Attorney for signing the Bid

Whereas, Invest India has invited bids from qualified bidders for the Project (as defined in the RFP) pursuant to Request for Proposal No. [●] dated [●] (“**RFP**”) (the “**Project**”). Whereas, [insert name of the Bidder] is interested in bidding for the Project in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project.

And

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, [insert names and registered office address respectively of the Bidder] (hereinafter referred to as the “**Bidder**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize [insert name of the person in whose favour power of attorney is being issued], currently residing at [insert address of the person in whose favour power of attorney issued], who is presently employed with us and holding the position of [insert designation], true and lawful attorney of the Bidder (the “**Attorney**”), and hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Bidder (i) during the Bidding Process and, (ii) during the execution of the Project in the event the Bidder is awarded the Agreement, and in this regard, to do for and on our behalf and, on behalf of the Bidder, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all forms, the bid, and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Bidder and generally to represent the Bidder in all its dealings with Invest India, and/ or any other agency appointed by Invest India or any person, in all matters in connection with or relating to or arising out of the Bidder’s Bid for the Project and/ or upon award thereof till the Agreement is entered into with Invest India.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by the Bidder and shall be binding on the Bidder.

IN WITNESS WHEREOF WE THE BIDDER ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2020.

For:

(Signature)

(Name & Title)

Accepted by: [Insert name of the person in whose favour power of attorney is issued]

(Signature)

(Name & Title)

Witnesses:

1.

2.

Person identified by me/personally appeared before me/signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant.

The executant shall submit for verification, the relevant extract of the charter documents and/or documents such as a resolution of the board of the executant (in case the Bidder is incorporated as a Company), for demonstrating that the person executing this Power of Attorney for and on behalf of the executant has been validly authorized by executant in this regard.

Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.

PART 2 – FORMAT FOR BOARD RESOLUTION

“RESOLVED THAT the Company may, submit bid for providing the complete solutions for the development of Waste to Wealth IT Portal, in accordance with the Request for Proposal dated [Insert Date] bearing reference no. [insert] issued by Invest India”.

“RESOLVED FURTHER THAT any one of the following persons namely, [insert names and designations of the relevant persons] (hereinafter collectively and individually referred to as “**Authorized Persons**”) be and are hereby severally authorized to do for and on behalf of the Company, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of Company’s bid(s) for providing the complete solutions for the development of Waste to Wealth IT Portal, in accordance with the Request for Proposal dated [Insert Date] bearing reference no. [insert] issued by Invest India, including but not limited to, signing and submission of all applications, forms, bid, and other documents and writings, participate in bidders’ meetings and other conferences and providing information /responses to Invest India, representing the Company in all matters before Invest India, signing and execution of all contracts/undertakings consequent to acceptance of Company’s bid(s) including the letter of award, and generally dealing with Invest India in all matters in connection with or relating to or arising out of Company’s bid(s) and/or upon award thereof to the Company and/or till the entering into of the Agreement(s) with Invest India or any entity representing Invest India.

“RESOLVED FURTHER THAT copy of the aforesaid resolutions, duly certified to be true by any of the aforesaid Authorized Persons, be furnished to Invest India.”

ANNEXURE C

General Information of the Bidder

1. General
 - a. Name:
 - b. Country of incorporation/registration:
 - c. Address of the corporate headquarters:
 - d. Address of the registered office:
 - e. Date of incorporation and/ or commencement of business:
 - f. Nature of the entity (company/trust/society/partnership etc.):
2. Brief description (in not more than 1 (one) page) of the entity including details of its main lines of business and proposed role and responsibilities for the concerned Project in the event declared as the Selected Bidder:
3. Details of individual(s) who will serve as the point of contact/ communication for Invest India:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Telephone Number:
 - e. E-Mail Address:
4. Particulars of the Authorized Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Phone Number:
5. Particulars regarding barring by state or central government
 - a. Has the Bidder/ its Associate been barred by the central/ state government, or any entity controlled by it, from participating in any project.
 - b. If the answer to (a) above is yes, does the bar subsist as on the date of Bid.
6. Details of the personnel proposed to be deployed by the Bidder

Note to Bidders: In the event that any Bidder has relied upon the Financial Capacity of its Associate in accordance with the provisions of the RFP:

A. the information requested under paragraphs 1 – 5 above of this Annexure C shall be submitted for each Associate whose Financial Capacity has been relied upon by the Bidder;

B. the Bidder shall submit a certificate issued substantially in the format prescribed in Attachment 1 of this Annexure C, evidencing that such entity is an Associate of the Bidder;

ATTACHMENT 1

CERTIFICATE FROM THE STATUTORY AUDITOR/PRACTICING CHARTERED ACCOUNTANT EVIDENCING RELATIONSHIP OF ASSOCIATE

[On the letter head of the statutory auditor (for a company) or a practicing chartered accountant (for any other entity)]

Date: [●]

To,

Invest India

Vigyan Bhawan Annexe

Maulana Azad Road | New Delhi 110011

M: +91 9205480586

E: vinay.jain@investindia.org.in

Kind Attention: Vinay Jain

Subject: Confirmation of the details of [insert name of the Associate], an Associate of [insert name of Bidder]

Sir,

1. This has reference to bid submitted by *[insert the name of the Bidder]* for providing complete solutions for the development of Waste to Wealth IT Portal, in accordance with the Request for Proposal dated *[Insert Date]* bearing reference no. *[insert]* issued by Invest India.
2. We confirm that *[insert name of the Associate]* is an Associate of *[insert name of Bidder]* as per the definition of 'Associate' provided under the RFP.
3. A brief description of the facts by which we have concluded that *[insert name of the Associate]* is an Associate of *[insert name of Bidder]* as per the definition of 'Associate' provided under the RFP are set out below:

[Description to be incorporated by the Statutory Auditor / Practicing Chartered Account]

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory:

Place:

Name and Seal of the Firm:

Acknowledged by:

For and on behalf of [insert name of the aforesaid entity]

(Signature of the authorized signatory)

Name:

Designation:

Date:

ATTACHMENT 2

FORMAT OF THE CVs OF THE PERSONNEL PROPOSED TO BE DEPLOYED FOR EXECUTING THE PROJECT

Summary

S. No	Proposed Position i.e., (team leader, trainer – life skills, trainer – business etc.)	Consultant Name	Educational Qualification	Years of Experience	Skills and Competencies and experience in the area of work

Curriculum Vitae

Name of the personnel	
Name of the Firm/ company	
Country of Citizenship/ Residence	
Proposed Position	

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

S.No	Year of qualification	Course/Stream/Examination	Institute name

Membership of Professional Associations (if any):

Employment record relevant to the assignment: [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.]:

S.No	Employer	From	To	Position Held	Summary of Activities Performed Relevant to the Assignment

Other Training [Indicate significant trainings obtained]:

Detailed Tasks Assigned: [List all tasks to be performed under this assignment]:

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 above]

Name of the Assignment	Year	Location	Client	Main Project features	Position Held	Activities Performed

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 willful 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

Note to Bidders: It is preferred that the personnel (qualifications, technical experience, skills and competencies) shall have at least 2 years of experience

Whereas the qualification of the Dedicated certified Project Managers & BA- PMP Trained/Certified Scrum Master/PGDM/MBA

ATTACHMENT 3

RELEVANT EXPERIENCE OF THE BIDDER WITH RESPECT TO TERMS OF REFERENCE

Period	Client and Contact Information for references	Country of Experience	Summary of activities performed relevant to the assignment

Note to Bidders: Supporting documents to be attached for each assignment (work orders or purchase orders, contracts, MOUs or any other relevant document evidencing the details of work performed.

ATTACHMENT 4

CERTIFICATE FROM HR EVIDENCING MINIMUM EMPLOYEE REQUIREMENT

[to be furnished on the letterhead of the Bidder]

To,

Invest India

Vigyan Bhawan Annexe

Maulana Azad Road | New Delhi 110011

M: +91 9205480586

E: vinay.jain@investindia.org.in

Kind Attention: Vinay Jain

Subject: Confirmation on the number of employees in the organisation

Sir,

1. This has reference to bid submitted by *[insert the name of the Bidder]* for providing complete solutions for the development of Waste to Wealth IT Portal, in accordance with the Request for Proposal dated *[Insert Date]* bearing reference no. *[insert]* issued by Invest India.
2. We confirm that as on the date of the Bid submission, there are a total of *[insert number]* employees in the organisation.

Sincerely,

(Signature of HR Signatory)

Name of HR signatory:

Designation of HR signatory:

Date:

ANNEXURE D

CERTIFICATE REGARDING FINANCIAL CAPACITY OF THE BIDDER

[On the letter head of the statutory auditor or a practicing chartered accountant]

Date: [●]

To
Invest India
Vigyan Bhawan Annexe
Maulana Azad Road | New Delhi 110011
M: +91 9205480586
E: vinay.jain@investindia.org.in

Kind Attention: Vinay Jain

Subject: Certification of financial capacity of [insert name of entity] for submission of its bid for [insert name of Project] pursuant to Invest India's Request for Proposal No. [●] ("RFP").

Sir,

This is to certify that [insert name of entity] possessed the following financial capacity (with reference to the RFP):

Sr. No.	Financial Capacity	Particulars
1.	Turnover (in INR) for the financial year ending March 31, 2019	
2.	Turnover (in INR) for the financial year ending March 31, 2018	
3.	Turnover (in INR) for the financial year ending March 31, 2017	

Sincerely,

(Signature of Authorized Signatory)

Name of authorized signatory:

Designation of authorized signatory:

Registration/membership number of authorized signatory:

Place:

Name and Seal of the Firm:

(Statutory auditor/ independent chartered accountant)

Acknowledged by:

For and on behalf of [insert name of the aforesaid entity]

(Signature of the authorized signatory)

Name:

Designation:

Date:

ANNEXURE E

FORMAT OF BANK GUARANTEE

BANK GUARANTEE NO. _____

This **Guarantee** executed on this day of 2020.....
By having its office atand
Registered Office at (hereinafter referred to as '**Bank**' which
expression shall unless repugnant to the context or meaning thereof shall include its successors,
administrators and permitted assigns) in favour of M/s _____, having its
registered office at _____
(hereinafter referred to as the "**Bidder**").

WHEREAS the Bidder has submitted its bid for developing a Waste-To-Wealth IT Portal which
will be integrated to the official website of Invest India ("**Project**") in terms of the request for
proposal dated [insert] bearing reference no. [insert] ("**RFP**").

AND WHEREAS in terms of Clause 4.11 of the RFP, the Bidder is required to submit a bank
guarantee for as the earnest money deposit for the RFP (hereinafter referred to as "**Guarantee**")
for an amount of INR 5,00,000/-, to Invest India.

AND WHEREAS the Bank has, at the request of the Bidder, agreed to give the Guarantee as
hereinafter contained.

NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS:

1. In consideration of the requirements set forth under Clause 4.11 of the RFP, we the Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the Bidder, without any protest, contest or demur, and without any recourse to the Bidder that, in the event that the Invest India declares to us that the Bidder is in breach of the terms of the RFP, we will pay to Invest India, on demand, all and any sum up to a maximum of INR 5,00,000/-. Any such written demand made by Invest India on the Bank shall be conclusive and binding.
2. Invest India shall be the sole judge as regards the breach of the terms of the RFP and the Bank shall neither question the judgment or declaration of Invest India nor ask for any evidence on any account whatsoever. The Bank agrees that any demand made in such demand notice by Invest India shall be final, conclusive and binding on the Bank as to the amount payable by the Bank under this Guarantee. The demand of Invest India under this Guarantee shall not be objected, affected or suspended by reasons of any dispute or disputes pending before any Forum, Tribunal, Arbitrators, Court or any other statutory authority with regard thereto or in connection therewith.
3. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between Invest India and the Bidder, indulgence to the Bidder by Invest India, or by any alterations in the obligations of the Bidder or by any

forbearance whether as to payment, time performance or otherwise. Invest India shall be at a liberty to vary and modify any of the term(s) and condition(s) of the said RFP without affecting this Guarantee, notice of such variations or modifications to the Bank is hereby waived.

4. This Guarantee (and the benefits hereunder) shall not be affected by any change in the constitution of Invest India, nor shall the benefits of this Guarantee be affected by any change in the constitution of the Bank or by any amalgamation or merger of the Bank with any other body corporate and this Guarantee will be fully enforceable during this currency.
5. This Guarantee (and the benefits hereunder) shall not be affected by, (a) any change in the constitution (including but not limited to any merger, acquisition, amalgamation, restructuring, reorganization etc.) of the Bidder, or (b) commencement of corporate insolvency resolution process or liquidation process, in respect of the Bidder, under the Insolvency and Bankruptcy Code, 2016, and this Guarantee will be fully enforceable during this currency.
6. The Bank also agrees that Invest India at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder and notwithstanding any security or other guarantees that the Service Provider may have in relation to Bidder's liabilities.
7. This Guarantee shall remain valid for a period of 180 (one hundred and eighty) days from the Bid Due Date i.e. [insert]. This Guarantee will be released upon the award of Project in favour of the successful bidder.
8. This Guarantee is a continuing guarantee during its currency, the Bank undertakes not to revoke this Guarantee during its currency without previous written consent of Invest India, and the Bank agrees that the Guarantee contained herein shall continue to be enforceable until Invest India discharges the same.
9. This Guarantee shall be governed and construed in accordance with the laws of India.
10. This Guarantee is non-assignable and non-transferable.
11. 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 Invest India serve upon us a written claim of demand on or before _____.

IN WITNESS WHEREOF Mr. and Mr.
....., the Bank's duly constituted Attorney bearing No.
..... and No. *vide* Resolution No.
..... and No. have signed for
and on behalf of the Bank this deed on the day and year first written above

Date: *[insert]*

Place: *[insert]*

ANNEXURE F

DESCRIPTION OF APPROACH AND METHODOLOGY FOR PERFORMING THE ASSIGNMENT/ JOB

(Technical approach and methodology are key components of the Technical Bid)

You are suggested to present your Technical Bid as follows:

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

ANNEXURE G

Document required to be submitted as part of the Bid	
Document	Whether submitted or not? (Y/N)
TECHNICAL BID	
Letter of Proposal Submission <i>Attachment: Certificate of Incorporation or registration</i>	
Power of Attorney for signing the Bid/ Board Resolution <i>Attachment: Charter Documents of the Bidder</i>	
General Information on the Bidder (i) <i>Attachment 1-</i> Certificate from the Statutory Auditor/Practicing Chartered Accountant evidencing relationship of Associate (ii) <i>Attachment 2-</i> CVs of the Personnel proposed to be deployed (iii) <i>Attachment 3-</i> Relevant Experience of the Bidder w.r.t Terms of Reference (iv) <i>Attachment 4-</i> Certificate from HR evidencing minimum employee requirement.	
Certificate evidencing Financial Capacity of the Bidder	
Bid Security	
Description of Approach and Methodology for Performing the Assignment/ Job	
Integrity Pact	
Checklist of Documents	
FINANCIAL BID	
Letter comprising Financial Bid <i>Attachment-</i> Financial Bid	

Note to Bidders:

- *In addition to the aforesaid checklist items, the Bidders are also required to submit the supporting documents, along with the relevant annexures, wherever sought.*

APPENDIX 4
LETTER COMPRISING FINANCIAL BID

Date: [●]

To
Invest India
Vigyan Bhawan Annexe
Maulana Azad Road | New Delhi 110011
M: +91 9205480586
E: vinay.jain@investindia.org.in

Kind Attention: Vinay Jain

Sub: Financial Bid for [insert name of Project] (“Project”) pursuant to Invest India’s Request for Proposal No. [●] dated [●] (“RFP”).

Dear Sir,

1. With reference to your RFP we, having examined the Bid Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. Our Financial Bid is set out in Annexure-I of this letter. We agree and understand that the amounts specified in the Annexure-I (i.e. the Total Fixed Fee) will be paid in accordance with the terms and conditions of the Development Service Agreement.
3. We agree to keep this offer valid until the expiry of 180 (one hundred and eighty) days from the Bid Due Date.
4. We agree and undertake to abide by all the terms and conditions of the Bid Documents.
5. The summary of cost of resources for the Project is as follows:

Sr. No.	Total Number of Proposed Resources	Total Project Resource Cost up to the completion of Project as per the Agreement (Exclusive of taxes)	Cost of any software/ technology/ services licenses required for the portal (Excl. applicable Taxes, if any)

6. We undertake and agree that:
 - a. Invest India will not bear any out-of-pocket expenses (travel, lodging, food etc.) unless pre-approved by Invest India.
 - b. If the Project is based out of New Delhi. No travel, lodging, food expenses will be borne by Invest India for resources travelling to New Delhi and working at Invest India’s office.

- c. Any software/ technology licenses deployed specifically on the portal will be billed on actuals to Invest India and should not be included in the Total Fixed Fee (i.e. the Bid variable for this Bid Process). The Total Fixed Fee as quoted by the Bidder doesn't include costs for any software/ tools/ licenses (VB, MS Office, JIRA etc.) utilized by the development/ project management team, which shall be payable by Invest India at actuals in accordance with the terms of the Development Service Agreement.
- d. Total Fixed Fee is exclusive of all taxes as applicable. Any taxes payable by Invest India to the Portal Developer under the Applicable Law, on account of receiving services from the Portal Developer pursuant to the Development Service Agreement, will be paid by Invest India over and above the Total Fixed Fee. The total taxes payable by Invest India shall be [*insert the amount*] computed as under: [*insert the rate and other details for each applicable tax*].

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

(Name and seal of Bidder)

ANNEXURE H

Financial Bid

Bid Validity Period	Total Fixed Fee (in words) (exclusive of taxes)	Total Fixed Fee (in figures) (exclusive of taxes)
[180 (one hundred eighty)] days from the Bid Due Date		

The total taxes payable by Invest India shall be [*insert the amount*] computed as under [*insert the rate and details of each applicable tax*].

APPENDIX 5

TERMS OF REFERENCE

1. Introduction

1.1 About Invest India

Invest India is the national investment promotion organization of India. It is promoted by the 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.

Prime Minister's Science, Technology and Innovation Advisory Council (“**PM-STIAC**”) is an overarching Council that facilitates the **PSA’s Office** to assess the status in specific science and technology domains, comprehend challenges in hand, formulate specific interventions, develop a futuristic roadmap and advise the Prime Minister accordingly. PSA’s Office also oversees the implementation of such interventions by relevant science & technology departments and agencies and other Government Ministries.

Out of the 9 missions of PM-STIAC one of them is “Waste-To-Wealth”. The goal of the “**Waste to Wealth**” mission is to identify, develop and deploy technologies to treat waste in order to generate energy, recycle materials, and extract worth. The mission will also work to identify and support the development of new technologies that can help create a cleaner and greener environment. The mission will assist and augment the Swachh Bharat and Smart Cities project by leveraging science, technology and innovation to create circular economic models that are financially viable for waste management to streamline waste handling in India.

Invest India invites applications from reputed firms to build the “Waste-To-Wealth” IT Portal that will act as a one stop shop for providing information, managing and monitoring multiple projects across India.

1.2 Objectives

The “Waste-To-Wealth” portal is envisioned as a one-stop shop or centralized interface to operationalize and manage the nationwide initiative. It will provide functionalities to support:

- (i) Secretariat Support and Program Management – Comprehensive dashboards for monitoring and evaluation of progress across sentinel sites;
- (ii) Knowledge management – To share global best practices, success stories, technologies and Key Updates; and
- (iii) Partnerships- Partnerships with Central Ministries and State Governments, technology developers, urban bodies and municipalities, development finance institutions (“**DFIs**”), multilateral development banks (“**MDBs**”), philanthropic organizations, private sector and R&D institutions.

1.3 Key Stakeholders

Strategic and on-ground implementation of the Waste-To-Wealth initiative shall involve participation from multiple stakeholders. As the activities would be centralized and monitored through the portal, the following ecosystem of stakeholders would interact with and participate in the program via the portal:

- (i) Office of the Principle Scientific Advisor;
- (ii) Executive Committee (“**EC**”);
- (iii) Project Management Unit (“**PMU**”) – Invest India;
- (iv) Local/Regional/Sentinel Project Management Units;
- (v) Public sector - State Governments, Municipalities etc.;
- (vi) Implementing agencies;
- (vii) Technology developers
- (viii) Funders (Governments, philanthropic organizations, trusts etc.); and
- (ix) Citizens

2. Scope of Work and Deliverables

Following are the key features and functionalities as envisaged for the portal. Please note that the functionalities may not be restricted to the list mentioned below. It is clarified that the list is merely indicative in nature and shall not be considered as an exhaustive list. Final set of features and functionalities shall be agreed during planning phase.

- (i) **National Waste-To-Wealth Dashboard – Key outcomes, success metrics, quantifiable and geo-located impact**
- (ii) **Technology portal**
 - (a) Portal to showcase investible projects (sentinel sites, R&D tech for commercialization);
 - (b) Portal to invite/accept grants and funding;

- (c) E-tendering portal – Float RFPs/tenders
 - I. Online application submission and evaluation portal; and
 - II. Management of contracting and sub-contracting activities with sentinel site-PMUs, implementing agencies and other external agencies;
- (d) Knowledge management
 - I. Repository of validated technologies with case studies/demonstration projects;
 - II. Project SoPs; and
 - III. Guidelines for participation/project financing for implementing agencies, philanthropic trusts, DFIs, MDBs, state governments, municipalities.

(iii) Project/Program management (PMU) portal

- (a) Monitoring and Evaluation
 - I. Agreed deliverables and timelines;
 - II. Online submission of reports/proof of progress against agreed deliverables by implementing agencies and local PMUs; and
 - III. Audit and compliance functions.
- (b) Grant disbursement
 - Tracking fund utilization in local PMUs, sentinel sites

Key features for the PMU portal

- Automated generation of quarterly & annual progress report (per sentinel site and cumulative for the program) with pre-determined fields, wherein the data shall be picked up from the PMU portal and dashboard; and
- Alert system – Fund disbursement cycle, inspection visits to sentinel sites, progress report due dates from local PMUs/agencies.

(iv) Outreach and awareness – Knowledge Bank

- (a) Citizen’s corner - Social media campaigns and digital outreach on waste management, safe waste disposal activities;
- (b) Youth internships/fellowships for students;
- (c) Events, activities, roundtables, industry consultations and key outcomes; and
- (d) Success stories and case studies (Feeds directly from PMU portal repository)

(v) Query portal (*with FAQs*)

Detailed functionality of each feature and its supporting web/IT services is detailed in the table below:

Feature	Components	Description	Functionality	Stakeholder Access
Homepage	About the W2W Initiative	This component consist of brief background about the W2W initiative, which will be used to identify, develop and deploy technologies to treat waste in order to generate energy, recycle materials, and extract worth. The “Waste-To-Wealth” IT Portal will act as a one stop shop for providing information, managing and monitoring multiple projects across India.	Database/Information (SEO capability) <i>Linked to the W2W website</i>	All (Public)
	Impact and Progress Dashboard	Progress dashboard with statistics on waste to wealth creation, environmental impact metrics etc.	Data analytics and Visualization Geo-profiles	All (Public)
	Success Stories	Database of success stories, technology wins, funding raised etc.	Database	All (Public)
	What’s new/latest updates	New policies/grants released, upcoming tenders, events, roundtables, seminars etc.	Database <i>(Hyperlinked to Application portal and Knowledge Bank)</i>	All (Public)
Technology portal	Repository of sentinel sites	Portal to showcase investible projects (sentinel sites, R&D tech for commercialization)	Project database	All
	e-tendering Portal	Online application submission and evaluation portal for - Local PMUs (Academic institutes, municipalities) - Implementing agencies (private orgs, R&D institutes)	Application portal	Login access - Implementing agencies (prospective) - Funders
	Knowledge Management	- Repository of validated technologies with case studies/demonstration projects - Project Statement of Purpose (“SoPs”)	Database/Information	All

Feature	Components	Description	Functionality	Stakeholder Access
		- Guidelines for participation as implementing agencies and project financing agencies, philanthropic trusts, DFIs, MDBs, State Governments, municipalities		
Project Management Dashboards	Project monitoring dashboard – nationwide	Project monitoring interface with data and progress reports from all sentinel sites	Project monitoring interface Dashboard Data analytics and Visualization	Login Access - EC - PSA Office - PMU (Invest India)
	Project monitoring dashboard – regional/sentinel sites	Project monitoring interface for sentinel/regional PMUs with dual functionality - Access data, reports submitted by implementing agencies - Assess and collate the data and share progress reports with national PMU	Project monitoring interface Dashboard Data analytics and Visualization	Login Access - Local/Sentinel PMUs
	Implementing agency/Operational team dashboard	Portal for ground team/implementing agency to submit progress reports	Online application Dashboard	Login Access - Implementing agencies
	Grant Disbursement	Portal to track grant disbursements and utilization functionality - Application portal for local PMUs/implementing agencies to submit fund utilization reports - Funds tracker/Dashboard for PMUs, EC and Funders	Project monitoring interface Online application Dashboard Data analytics and Visualization	Login Access - EC - PSA Office - PMUs - Implementing agencies - Funders
Knowledge	Citizen's	Awareness and outreach on waste management, safe	Database	All

Feature	Components	Description	Functionality	Stakeholder Access
Bank	Corner	waste disposal etc.	<i>Linked to digital media, SEO capability</i>	
	Policies, Grants and Schemes	Details about regulations, schemes and grants available for W2W initiative		All
	Partnership Portal	Application for agencies (state governments, municipalities, DFIs, R&D institutes etc.) to partner with W2W initiative	Online application	Login Access (to view/access applications) -EC -PMU -PSA Office
	Query Portal	Query management and response with a FAQs page	Query portal	Login Access (to respond) -PMU

Key Considerations

1. “Waste to Wealth” portal will be hosted on AWS environment and the infrastructure cost will be directly billed to Invest India on actuals. Invest India has an existing managed services contract for infrastructure with AWS, same contract will be leveraged to provide the required underlying infrastructure.
2. Implementing partner should follow secure Software Development Life Cycle (“SDLC”) and the application security should be as per National Informatics Centre (“NIC”) guidelines.
3. Waste to Wealth Portal should have a modern design with a user-friendly user interface (“UI”), kindly look at other Invest India portals for reference.
4. Invest India will appoint a Single Point of Contact (“SPOC”) for the overall management of the Project. Similarly, the partner should nominate one SPOC for the overall program governance.
5. The partner shall rely on the data and information provided by the SPOC and SPOC and/or IT Head shall be the final reviewer and approver for all the deliverables.
6. The final SOW including all the functionalities and features thereof shall be decided during the Project planning phase.
7. Any deviation in the agreed SOW and functionalities thereof shall be mutually discussed and agreed between Invest India and the implementing partner.
8. The above defined SOW and deliverables would need to be completed by **the 1st Week of March 2021**. From **2nd Week of March 2021 onwards** and up to **one year**, the Project will move to maintenance and enhancement phase where the billing will be done on man-month rates basis and Invest India shall be billed on actuals based on the number of resources deployed on the project.
9. Invest India reserves the right to increase or decrease the number of resources deployed on the Project at any point in time during the contract phase.
10. During the maintenance and enhancement phase, the man-month rates shall be as per the current empanelment rates of technology service providers under the respective category.
11. Detailed scope of work and deliverables shall be defined during the project planning and contracting phase.
12. The office of Service Provider shall be considered as the location of the Project.
13. The Project shall be a fixed price project.
14. The proposed project cost shall be inclusive of cost incurred for on-site and off-shore resources.
15. Invest India shall not bear any additional out-of-pocket expenses (including *inter alia* travelling, accommodation, food etc.) except in cases where prior written approval has been obtained from Invest India.
16. Invest India will prefer maximum use of open-source technologies/ frameworks
17. Any software/ technology licenses required specifically on the portal shall be pre-approved by Invest India and the invoices with respect thereto shall be raised on actuals.
18. Invest India shall not bear license/ procurement cost for any software/ tools required for Project management or development/ testing purposes (including *inter alia* VB, JIRA, MS Office etc.).

19. Post successful completion of the Project, the partner may propose rates based on loan staff model, for the provision of implementation support.

Timelines

Expected Start date	1st Week of November 2020
Project Completion date	1st Week of March 2021
Maintenance & Enhancement start Date	2nd Week of March 2021

**Based on the agreed SOW, it is expected to complete all project deliverables by 1st week of March 2021*

Post project completion, resources will be deployed based on man-month rates as per the current applicable empanelment rates of Invest India under the respective category.

a. Payment Terms

Advance payment will not be considered.

The Organization will submit invoices in triplicate, complete in all respects, after the successful completion and sign-off of each mutually agreed upon milestone as per the below table:

S. No.	Payment Condition	% of Total Amount
1.	Signing of Contract	10%
2.	Approval of Application Design & Architecture	10%
3.	Production Deployment of Deliverables – 1*	25%
4.	Production Deployment of Deliverables – 2*	25%
5.	Final Project Closure & Sign-Off	30%

**Deliverables to be mutually decided between Invest India and Implementation partner during contract signing phase*

The component of Goods and Services Tax shall be paid as applicable and as per actuals.

For facilitating electronic transfer of funds, the selected organization 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 forward a cheque leaf duly cancelled in order to verify the details furnished. Every invoice, submitted for payments by the selected organization, shall provide these details.

Such payment terms are applicable only during the fixed cost project phase (1st week of March 2021). Upon the commencement of the maintenance and enhancement phase, monthly invoices shall be raised to Invest India based on actuals.

**APPENDIX 6
FORMAT OF INTEGRITY PACT**

INTEGRITY PACT

BETWEEN

INVEST INDIA

AND

[•]

IN RELATION TO THE REQUEST FOR PROPOSAL

[INV/IND/W2W/20-21/01]

FOR

DEVELOPMENT OF WASTE-TO-WEALTH IT PORTAL

(PM-STIAC MISSION ON WASTE, WATER & AIR)

INTEGRITY PACT

General

1. Whereas Invest India, hereinafter referred to as “**Invest India**” and the first party, proposes to develop Waste to Wealth IT Portal (“**Project**”), and [*insert the name of the Bidder*] hereinafter referred to as the Bidder and the second party, has offered to work on the Project.
2. Whereas the Bidder [*insert details of the Bidder*].
3. Whereas the Bidder and Invest India will enter into a Development Service Agreement for the purposes of implementation of the Project (“**Agreement**”).

Objectives

4. Now, therefore, Invest India and the Bidder has agreed to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a. Enabling Invest India to develop the web portal for ‘Waste-to-Wealth’; and
 - b. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and Invest India will commit to prevent corruption, in any form, by their officials by following transparent procedures.
 - c.

Commitments of Invest India

5. Invest India commits itself to the following:
 - a. Invest India undertakes that no official of Invest India, connected directly or indirectly with the Project, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Agreement.
 - b. Invest India will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
6. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to Invest India with full and verifiable facts and the same is prima facie found to be correct by Invest India, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by Invest India and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by Invest India the proceedings under the contract would not be stalled.

Commitment of Bidders

7. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:
 - a. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of Invest India, connected directly or indirectly with the bidding process, or to any person, organization or third Party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Agreement.
 - b. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of Invest India or otherwise in procuring the Agreement or forbearing to do or having done any act in relation to the obtaining or execution of the Agreement or any other agreement with the government for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement with the government.
 - c. The Bidder will not collude with other parties interested in the contract to impair the transparency fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Agreement.
 - d. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - e. The Bidder, either while presenting the bid or during pre-bid meetings or before signing the Agreement, shall disclose any payments he has made, is committed to or intends to make to officials of Invest India or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - f. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by Invest India as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
 - g. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - h. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

8. Previous Transgression

- a. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any government department in India that could justify Bidder's exclusion from the tender process.
- b. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract. if already awarded, can be terminated for such reason.

9. Earnest Money/Security Deposit

- a. Every bidder, while submitting commercial bid, shall deposit an amount of Rs. Five Lakhs only (Rs. 5,00,000/-) as Earnest Money/Security Deposit, with Invest India through the Bank Guarantee, in the format prescribed under the RFP.
- b. No interest shall be payable by Invest India to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

10. Company Code of Conduct

- a. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

11. Sanctions for Violation

- a. Any breach of the aforesaid provisions by the Bidder or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder .or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle Invest India to take all or any one of the following actions, wherever required:
 - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - (ii) The Earnest Money/Security Deposit shall stand forfeited either fully or partially, as decided by Invest India and Invest India shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the Development Service Agreement, if already signed, without giving any compensation to the Bidder.
 - (iv) To recover all sums already paid by Invest India, with interest thereon at 2% higher than the prevailing Prime Lending Rate.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by Invest India, along with interest.

- (vi) To cancel all or any other agreements with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of Invest India.
- (viii) To recover all sums paid in violation of this Pact by Bidders) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of Invest India, or alternatively, if any close relative of an officer of Invest India has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle Invest India to rescind the contract without payment of any compensation to the Bidder.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of Invest India and if he does so Invest India shall be entitled forthwith to rescind the contract and all other contracts with the Bidder, The Bidder shall be liable to pay compensation for any loss or damage to Invest India resulting from such rescission and Invest India shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- b. The decision of Invest India to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

12. **Fall Clause**

- a. The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to Invest India, if the contract has already been concluded.
- b. The Bidder shall strive to accord the most favoured customer treatment to Invest India in respect of all matters pertaining to the present case.

13. Independent Monitors/Monitoring Committee

- a. Invest India has appointed independent Monitors for this Pact.
- b. As soon as Integrity Pact is signed, the Bidder shall provide a copy thereof, along with a brief background of the case to the Independent Monitors.
- c. The Bidder(s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent Monitors.
- d. If any complaint with regard to violation of this Integrity Pact is received by the Bidder, the Bidder shall refer the complaint to the Independent Monitors for their comment's enquiry.
- e. If the Independent Monitors need to peruse the relevant records of the Bidder in connection with the complaint sent to them by the Bidder, the Bidder shall make arrangement for such perusal records by the Independent Monitors.
- f. The report of enquiry if any, made by the Independent Monitors shall be submitted to the Finance Committee for a final and appropriate decision in the matter keeping in view of the provision of this pact.

14. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, Invest India or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

15. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of Invest India i.e. New Delhi.

16. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

17. Validity

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the Agreement to the satisfaction of both Invest India and the Bidder, whichever is later.
- b. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Integrity Pact to be executed in two (2) originals by the signature of their duly authorised officers or representatives.

INVEST INDIA

BIDDER

.....

.....

Place: New Delhi

Place:

Date:

Date:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

**APPENDIX 7
DRAFT DEVELOPMENT SERVICE AGREEMENT**

DEVELOPMENT SERVICE AGREEMENT

By and Between

INVEST INDIA

And

[XYZ]

Dated: *[insert date]*

[To be executed on stamp paper of adequate value]

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34. **PUBLICITY**
35. **DISPUTE RESOLUTION**
36. **MISCELLANEOUS**

DEVELOPMENT SERVICE AGREEMENT

This development service agreement (the “**Agreement**”) is entered into at [*insert place*] on [*insert date*] (“**Effective Date**”).

By and between

Invest India, a joint venture between Department for Promotion of Industry and Internal Trade (“**DPIIT**”), Ministry of Commerce and Industry, Government of India (“**GOI**”), industry associations and State Governments of India and having its office at Vigyan Bhawan, Annexe, Maulana Azad Road, New Delhi- 110011 which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes (“**Invest India**”).

And

[**XYZ**], means a [*company incorporated under the Companies Act, 1956 or the Companies Act, 2013 or a limited liability partnership set up under the Limited Liability Partnership Act, 2008, other partnership firms (registered or unregistered), as the case maybe*] and having its registered office at [*insert address*] (“**Service Provider**”) which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes.

As the context may require, Invest India and the Service Provider shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

1. Invest India has been set up as the dedicated investment promotion and facilitation agency for attracting investments into the country in a structured, focused and comprehensive manner.
2. Prime Minister’s Science, Technology and Innovation Advisory Council (“**PM-STIAC**”) is an overarching council that facilitates the office of the Principal Scientific Adviser to the GOI (“**PSA**”) and seeks to assess the status of specific science and technology domains, comprehend prevailing challenges, formulate specific interventions, develop a futuristic roadmap and accordingly advise the office of the Prime Minister of India.
3. ‘Waste-To-Wealth’ is one of the 9 (nine) missions being spearheaded by the PM-STIAC and seeks to identify, develop and deploy technologies for treatment of waste in order to generate energy, recycled materials and extract worth from such waste. The aforesaid mission is, *inter alia*, working towards identifying and supporting the development of new technologies that can help in creating a cleaner and greener environment.
4. Invest India has been nominated by the office of the PSA as the project management unit, *vide* the MoU dated 28th February 2020 for the aforesaid ‘Waste-to-Wealth’ mission and is responsible for managing and conducting regular monitoring and governance of the programme.

5. Accordingly, Invest India is desirous of developing a stand-alone ‘Waste-To-Wealth’ IT Portal (“**Portal**”). For the purposes of this Agreement, the development of the Portal shall be referred to as the “**Project**”.
6. The Portal is envisaged to act as a centralized interface for providing information pertaining to, and managing and monitoring, multiple projects across India under the aforementioned ‘Waste-To-Wealth’ mission.
7. In furtherance of the above, Invest India had invited proposals from prospective bidders for the Project *vide* its request for proposal [*insert RFP reference no.*] published on [*insert date*] (“**RFP**”).
8. The Service Provider is engaged in the business of developing and maintain web portals and allied services.
9. After evaluation of the bids received from bidders, Invest India has accepted the bid of the Service Provider and issued the letter of award dated [*insert date*] to the Service Provider, requiring the Service Provider to execute this Agreement within the time period prescribed in the RFP/letter of award.

NOW THEREFORE, in consideration of the promises and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

1.1 **Definitions**

“**Acceptance Certificate**” has the meaning assigned to such term in Clause 11.1 of this Agreement.

“**Acceptance Date**” has the meaning assigned to such term in Clause 11.1 of this Agreement.

“**Acceptance Test**” has the meaning assigned to such term in Clause 10.2 of this Agreement.

“**Affected Party**” has the meaning assigned to such term in Clause 27.1 of this Agreement.

“**Affiliate**” of a specified Person means any other Person which controls or is controlled by or is under common control with such specified Person, where “control” means the possession (direct or indirect) of: (i) legal or beneficial ownership of more than fifty percent (50%) of the relevant Person’s voting capital, or (ii) right to appoint or remove a majority of the directors, partners or other individuals exercising similar authority with respect to the relevant Person, or (iii) the right to direct or cause the direction of the management and policies of such specified Person. Provided that for Invest India, Affiliate shall exclude the Government of India or any Person that is so deemed to be an Affiliate merely by

virtue of the control of Government of India.

“Applicable Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Government Authority or any court or tribunal of competent jurisdiction, in each case, which has the force of law in India and includes Information Technology Act, 2008, Rights of Persons with Disabilities Act, 2016 and Intellectual Property Rights laws and rules thereunder, and such amendments as may be applicable from time to time.

“API” means Application Programme Interface including set of tools, routines and protocols for building software services.

“AWS” means Amazon Web Services providing cloud computing and servers to individuals, governments and companies across the globe.

“Best Industry Practice” means the best practices, methods, techniques, practices, designs, professional standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced developer engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the developer in a reliable, safe, economical and efficient manner.

“Bid” has the meaning assigned to such term in the RFP.

“Bid Documents” has the meaning assigned to such term in the RFP.

“CERT-IN” means Indian Computer Emergency Response Team.

“Confidential Information” means information which is material to the Portal, Software, business operations of either Party or its Affiliate, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other Intellectual Property Rights laws, in any oral, photographic or electronic form, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the Parties and marked confidential hereto shall be assumed to be Confidential Information unless otherwise proved.

“Correction” means correction or rectification of any Deficiency/Minor Deficiency such that it renders the Software or the Portal (as the case may be) Operative.

“Customer” has the meaning assigned to such term in the preamble to this Agreement.

“Deficiency” means any error, malfunction, failure of the Software and/or the Portal, including any bugs therein (both front end and back end).

“Development Phase” shall mean the phase commencing on and from the Effective Date and ending on the Acceptance Date.

“Documentation” means any and all material created by the Service Provider that describes or relates to the functional, operational, performance, technical specifications of the Software, regardless of format, including coding standards, user manuals, installation manuals, operation manuals, technical support manuals, maintenance manual, design documents, process documents.

“Effective Date” has the meaning assigned to such term in the preamble to this Agreement.

“Force Majeure” has the meaning assigned to such term in Clause 27.1 of this Agreement.

“GIGW Guidelines” means Guidelines for Indian Government Websites (Version 2) effective from February 1, 2019, prepared by NIC and adopted by the Department of Administrative Reforms and Public Grievances, Ministry of Personnel, Public Grievances and Pension, GOI.

“GOI” has the meaning assigned to such term in the preamble to this Agreement.

“Government Authority” means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to central, state, local or municipal government in India, including any department, board, agency, bureau, sub-division, instrumentality, official or other regulatory, administrative or judicial authority thereof and any non-governmental regulatory body, to the extent that the rules and regulations or orders of such non-governmental regulatory body have the force of Applicable Law.

“GST” means the Goods and Services Tax as imposed on the supply of goods and services in accordance with GST Act.

“GST Act” means the Goods and Services Tax Act, 2017 as may be amended and modified from time to time.

“Insolvency Event” means circumstances under which a Party (i) has a receiver or similar officer appointed over all or a material part of its assets or undertaking; (ii) passes a resolution for winding-up (other than a winding-up for the purpose of, or in connection with, any solvent amalgamation or reconstruction) or a court makes an order to that effect or a court makes an order for administration (or any equivalent order in any jurisdiction); (iii) enters into any composition or arrangement with its creditors (other than relating to a solvent restructuring); (iv) ceases to carry on its business; (v) is unable to pay its debts as they become due in the ordinary course of its business; (vi) an application for the commencement of corporate insolvency resolution process is admitted under the provisions of the Insolvency and Bankruptcy Code, 2016 in relation to the concerned Party.

“Intellectual Property Right” or **“IPR”** means any and all rights in any invention, discovery, improvement, utility, model, copyrightable work, industrial design, mask

work, algorithm, database rights, Confidential Information or any idea having commercial value, trademark, trade name, domain name, or other marks that serve to identify and distinguish products or service as coming from or falling under the control of, a single source, rights of whatsoever nature in computer software and data, all intangible rights or privileges of a nature similar to any of the foregoing in every case in any part of the world and whether or not registered, and all rights in any applications and granted registrations for any of the foregoing rights. Both the Parties hereby agree to protect IPR of the other Party.

“**LoA**” means the letter of award dated [*insert*] issued by Invest India in favour of the Service Provider pursuant to the RFP.

“**Maintenance Phase**” shall mean the phase commencing on and from the Acceptance Date and ending on [*insert date*].

“**Minor Deficiency**” refers to any Deficiency which does not have a material adverse effect on the Operability of the Software and/or the Portal.

“**NIC**” means National Informatics Centre.

“**Notice of Dispute**” has the meaning assigned to such term in Clause 35.1 of this Agreement.

“**Object Code**” means machine readable computer instructions that can be executed by a computer.

“**Open Source Software**” refers to a computer program in which the Source Code is available to the general public for use and/or modification from its original design.

“**Operative**” refers to the state of the Software and/or the Portal being fully functional, in conformity with the Standards and to the satisfaction of Invest India. The term “**Operability**” shall be construed accordingly.

“**OWASP**” means Open Web Application Security Project.

“**Performance Security**” has the meaning assigned to such term in Clause 12.1 of this Agreement.

“**Permit**” means any clearance, consent, license, approval, registration, permit or authorisation of any nature which is granted or to be granted by any Government Authority.

“**Person**” includes any individual, Hindu undivided family, partnership, body corporate, corporation, company, joint venture, trust, business trust, co-operative, association, Government Authority or unincorporated body and, where the context so admits, the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns or any other entity that may be treated as a person under Applicable Law.

“PM-STIAC” has the meaning assigned to such term in Para 2 of the recital to this Agreement.

“Portal” has the meaning assigned to such term in Para 5 of the recital to this Agreement.

“Pre-existing IP” has the meaning assigned to such term in Clause 13.3 of this Agreement.

“Premises” shall mean place of work for Service provider i.e. location of service provider or receiver as the case may be.

“Project” has the meaning assigned to such term in Para 5 of the recital to this Agreement

“PSA” has the meaning assigned to such term in Para 2 of the recital to this Agreement.

“Revision Control Procedure” means the procedure for management of changes to documents, software programs, and other collections of information prepared by the Service Provider pursuant to this Agreement.

“RFP” has the meaning assigned to such term in Para 7 of the recital to this Agreement.

“Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.

“Selected Bidder” has the meaning assigned to such term in the RFP.

“Schedule of Completion” refers to the timelines to be adhered to by the Service Provider in respect of the various milestones of the Project as more particularly set forth in Schedule A of this Agreement.

“Standards” has the meaning assigned to such term in Clause 5.1 of this Agreement.

“Scheduled Commercial Bank” shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934.

“Scope of Work” shall mean the products, materials and services to be provided by the Service Provider as more particularly set forth in Clause 3 of this Agreement.

“Service Provider” has the meaning assigned to such term in the preamble to this Agreement.

“Service Provider Default” has the meaning assigned to such term in Clause 29.2.

“**Software Tools**” means programs, tools, procedures, methodologies, algorithms or know-how that are used by developers to develop, maintain, debug, test or support other software, applications and programs.

“**Software**” means the software developed by the Service Provider in both Source Code and Object Code form, Documentation, all information, data, materials, works of authorship, discoveries, inventions computer models, algorithms, designs, flowcharts, architecture, schematics, logic diagrams, programming comments, documents related to review records, Test Bug Reports, Root Cause Analysis Report, drawings, diagrams, specifications, models, processes, methods and procedures, tangible embodiments of each of the above in whatever form and media developed, prepared and created by the Service Provider pursuant to this Agreement and all Intellectual Property Rights therein.

“**Source Code**” means human readable code from which the computer can compile the Object Code of the Software together with a description of the procedure for generating the Object Code.

“**STQC**” means Standardization Testing and Quality Certification Directorate, Ministry of Electronics and Information Technology, GOI.

“**Tax**” means all taxes, duties, custom duty, charges, fees, levies, cess, imposts or other similar assessments (other than income tax and any other direct taxes).

“**Term**” has the meaning assigned to such term in Clause 28.1 of this Agreement.

“**Test Bug Reports**” means a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.

“**Third Party IP**” has the meaning assigned to such term in Clause 13.4 of this Agreement.

“**Total Fixed Fee**” has the meaning assigned to such term in Clause 18.1 of this Agreement.

“**Training Period**” has the meaning assigned to such term in Clause 8.1 of this Agreement.

“**Upgrade**” means a modification, derivative, upgrade, update, enhancement, improvement, revision or release of Software which may incidentally improve its functionality.

1.2 **Principles of Interpretation**

In this Agreement, unless the context otherwise requires:

- (i) The meaning assigned to each term defined herein applies to both the singular and the plural forms of such term and words denoting one gender includes the other gender, as the context may require. Where a word or phrase is defined herein, each of its other grammatical forms has a corresponding meaning.

- (ii) The words “hereto”, “hereof” and “herein” and words of similar import shall, unless otherwise stated, refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (iii) Reference to an article, clause, schedule or annexure shall be deemed to be a reference to an article, clause, schedule or annexure of this Agreement, unless otherwise specified.
- (iv) The words “include”, “includes”, “including” and “inter alia” when used in this Agreement are deemed to be followed by the words “without limitation” unless otherwise specified.
- (v) Reference to any agreement, deed, document, instrument or the like shall mean a reference to the same as may have been duly amended, modified or replaced, in accordance with its terms.
- (vi) Reference to any law means such law as amended, replaced or re-enacted and all rules and regulations promulgated thereunder.
- (vii) All permits, approvals and/or consents to be granted by the Parties under this Agreement shall be deemed to mean approvals and/or consents in writing.
- (viii) All annexures, schedules, addendums and other attachments hereto, or expressly identified as part of this Agreement, are incorporated herein by reference, and taken together with this Agreement, shall constitute a single agreement.
- (ix) Words and expressions used in this Agreement but not defined herein or elsewhere in this Agreement shall be understood in their ordinary literal meaning with reference to the context in which they are used.

2. PRIORITY OF DOCUMENTS

2.1 This Agreement and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- (i) the Agreement;
- (ii) the LOA issued to the Selected Bidder;
- (iii) any written addenda to the Bid;
- (iv) Bid Documents; and
- (v) Bid.

3. SCOPE OF WORK

3.1 The Service Provider undertakes, covenants and agrees that its Scope of Work during the Development Phase shall be as follows:

- (a) development and design of the Portal and the Software supporting the Portal as set out in detail under Clause 6 of this Agreement;
- (b) hosting of the Portal on AWS environment;
- (c) delivery of the Software to Invest India;
- (d) installation of the Software on equipment as specified by Invest India;
- (e) delivery of all Documentation pertaining to the architecture of the Portal;
- (f) creation and/or usage of any APIs, to Invest India;
- (g) development of contingency management plan, back-up and disaster recovery framework;
- (h) Debugging of the Portal; and
- (i) All other works specified in the Agreement for such phase.

3.2 The Service Provider undertakes, covenants and agrees that its Scope of Work during the Maintenance Phase shall be as follows:

- (a) routine, preventive and corrective maintenance in accordance with the Documentation;
- (b) Correction of any Deficiency/Minor Deficiency as set out in detail in Clause 7 of this Agreement;
- (c) Upgrading of the Software without any additional cost within [2 (two)] days of the Upgrade becoming available ;
- (d) providing Invest India and its employees with training at its own cost as set out in detail in Clause 8 of this Agreement;
- (e) providing technical support, consultation and assistance in respect of continued use of the Software and the Portal, including 24x7 help desk, telephonic support, deployment of personnel on the Premises of Invest India if required, etc; and
- (f) all other scope of work as set out in this Agreement for such phase.

3.3 The Parties agree that the Scope of Work shall be deemed to include those supplies and services not specified, but which may be reasonably inferred to be within the Scope of Work of the Service Provider or otherwise incidental and ancillary thereto. The Parties acknowledge that the supplies and services listed above are illustrative only and all supplies and services intended to be within the Scope of Work of the Service Provider may have not been fully set forth above.

4. **SCHEDULE FOR COMPLETION**

4.1 The Schedule of Completion in respect of the Scope of Work to be executed by the Service Provider during the Development Phase shall be as set out in **Schedule A** of this Agreement.

5. **STANDARDS**

5.1 The Parties agree that the Service Provider shall execute the Scope of Work in compliance with Applicable Law, the standards as set out in detail in **Schedule B** (“**Standard**”) and to the satisfaction of Invest India.

6. **DESIGN OF THE PORTAL**

6.1 The key components of the Portal shall be as set out in **Schedule C** of this Agreement.

6.2 The Service Provider agrees and undertakes that the Portal shall have a modern, visually appealing, innovative and user-friendly design.

6.3 The Service Provider shall endeavour, on best efforts basis, to incorporate advanced technologies like artificial intelligence, machine learning, data analytics in the Portal.

6.4 The Service Provider agrees and undertakes that the Portal shall not include: (a) any text, graphics, sound, or animations that might be viewed as offensive or violative of Applicable Law; (b) links/uniform resource locator(s) to other websites that might be viewed as offensive or related in any way to illegal activities; (c) invisible text or text that is present only when a “WebCrawler” or other web indexing tool accesses the Portal; and (d) hidden information, hidden graphics or other destructive elements or destructive programming of any type.

6.5 The Service Provider shall consult with Invest India from time to time in respect of the design of the Portal and the final design of the Portal shall be subject to approval and to the satisfaction of Invest India.

6.6 The Service Provider undertakes to deploy, on a best efforts basis, Open Source Software for the development of the Portal.

7. **DEFICIENCY**

7.1 During the Maintenance Phase, if Invest India reports a Deficiency, the Service Provider shall:

(j) make reasonable efforts to respond within 60 (sixty) minutes when contacted for correcting a Deficiency.

(ii) provide a Correction in respect of a Minor Deficiency within 24 (twenty-four) hours of the Deficiency being reported; and

(iii) provide a Correction in respect of a Deficiency within [5 (five)] days of the Deficiency being reported.

7.2 Notwithstanding the timelines outlined above in respect of Correction of Deficiency/Minor Deficiency, Invest India may, at its sole discretion, grant an extension to the Service Provider if so, requested by the Service Provider.

7.3 During the Maintenance Phase, the Service Provider shall, if it is so required by Invest India, deploy personnel on the Premises to provide a Correction in respect of a Deficiency/Minor Deficiency.

7.4 Invest India undertakes to extend, on a best efforts basis, reasonable assistance and cooperation as may be requested by the Service Provider to ensure prompt Correction of the Deficiency/Minor Deficiency.

8. **TRAINING**

8.1 The Service Provider shall provide consultations/training services to Invest India with respect to the use of the Software for a period of 30 (thirty) days from such date as may be agreed between the Parties (“**Training Period**”). All training services that the Service Provider is required to provide hereunder shall be conducted at the Premises agreed. Without prejudice to the generality of the foregoing, in the event that Invest India requires during the Maintenance Phase, any additional training and/or consultation in relation to the Portal/Software, the Service Provider shall be required to provide such training and/or consultation, at no additional cost.

9. **RISK OF LOSS**

9.1 The Service Provider shall be responsible for and shall bear any and all risk of loss, damage, disclosure of the Software and/or Documentation until delivery to Invest India.

9.2 The Service Provider is responsible for risk of loss and damage to the Software and/or Documentation that are in the Service Provider’s possession at the time of such loss or damage that is either (a) located on the Service Provider’s Premises or (b) being utilized by the personnel of the Service Provider while performing services at a location other than the Premises of the Service Provider except to the extent that such loss or damage is caused solely due to the gross negligence or wilful misconduct of Invest India or the employees / agents of Invest India.

10. **CERTIFICATION AND TESTING**

10.1 The Service Provider shall, prior to the Acceptance Tests, submit to the Invest India at its Premises, *inter alia*, the following certificates in relation to the Portal:

(a) Website Quality Certificate from STQC certifying that the Portal is in compliance with GIGW Guidelines; and

(b) ‘Safe to Host’ certificate from CERT-IN empanelled security auditors at its own cost certifying the security of the Portal.

- 10.2 Invest India shall conduct acceptance tests on the Portal and/or the Software or prescribe such tests to be conducted by a third party as it deems fit to confirm that the Portal and/or the Software are Operative (“**Acceptance Tests**”) by the date specified in the Schedule of Completion or such other date as may be mutually agreed between the Parties. The Service Provider shall, in compliance with the relevant timelines under the Schedule of Completion, provide at least a 7 (seven) days’ prior written notice to Invest India, notifying the earliest date by which it will be ready to undertake the Acceptance Tests. Further, it is expressly clarified that all costs in respect of conducting the Acceptance Tests shall be borne by the Service Provider.
- 10.3 Without prejudice to Clause 10.2 above, if in the opinion of Invest India, the Acceptance Tests are being delayed by the Service Provider beyond the relevant timelines set out in the Schedule of Completion, it may, by a written notice to the Service Provider, schedule the Acceptance Tests any time after 7 (seven) days from date of the said notice, and the Service Provider shall be required to undertake the Acceptance Test on such date as determined by Invest India.
- 10.4 In the event the Acceptance Tests are delayed for reasons solely attributable to Invest India for more than 30 (thirty) days from the relevant date determined in accordance with this Agreement, the Portal and the Software or the relevant components of the Software shall be deemed to be accepted for the purposes of this Agreement on the conclusion of the aforementioned time period.
- 10.5 If the Portal and/or the Software fails to pass the Acceptance Test, then the Service Provider shall make arrangement for a repeat test which shall be carried out within a reasonable time as may be agreed between the Parties upon the same terms and conditions.
- 10.6 In the event that the repeat tests show that the Portal and/or the Software is not Operative, then Invest India may, in its sole discretion:
- (i) require the Service Provider to render such additional services as may be necessary to enable the Portal and/or the Software to pass the Acceptance Tests; or
 - (ii) accept and retain such Portal and/or Software as it may consider at such reduced price as may be agreed between Invest India and the Service Provider; or
 - (iii) reject the Portal and/or the Software, appropriate the Performance Security and terminate this Agreement.
- 10.7 Notwithstanding anything contained elsewhere in this Agreement, where the Portal and/or the Software is rejected by Invest India pursuant to Clause 10.6 above, the Service Provider shall forthwith return all sums paid (to the Service Provider by Invest India) hereunder to Invest India, without prejudice to Invest India’s other rights and remedies under this Agreement or otherwise.
11. **ACCEPTANCE CERTIFICATE**

11.1 As soon as the Portal and the Software have passed the Acceptance Tests, Invest India shall issue a certificate which will state the date of Acceptance (“**Acceptance Date**”) of the Portal and the Software or part thereof (“**Acceptance Certificate**”).

11.2 The Service Provider agrees and acknowledges that until Invest India has issued the Acceptance Certificate, the Portal or any part thereof shall not be made accessible to end users without the prior consent of Invest India.

12. **PERFORMANCE SECURITY**

12.1 On or prior to the Effective Date, the Service Provider shall have delivered to Invest India, a performance security in the form of an unconditional and irrevocable bank guarantee issued by a Scheduled Commercial Bank for a value equal to 10% (ten percent) of the Total Fixed Fee (inclusive of GST), as stipulated in the Financial Proposal of the Service Provider (“**Performance Security**”) in the format set forth in **Schedule D** of this Agreement, guaranteeing the performance of obligations of the Service Provider in accordance with the terms and conditions of this Agreement.

12.2 The Performance Security shall remain valid until a period of 6 (six) months beyond the Term. In the event of extension of Term of this Agreement, the Performance Security shall be correspondingly extended.

12.3 Upon occurrence of a Service Provider Default, Invest India shall be entitled to appropriate and encash the Performance Security.

12.4 Without prejudice to Clause 12.3 above, Invest India shall, in its sole discretion, be entitled to partially appropriate the Performance Security to the extent of the liquidated damages payable by the Service Provider to Invest India in accordance with Clause 23.2., and upon such partial appropriation of the Performance Security, the Service Provider shall, within 30 (thirty) days thereof, replenish the Performance Security to its original amount.

12.5 It is expressly understood and agreed that the Performance Security is intended to secure the performance and obligations of the Service Provider under this Agreement. It is also expressly understood and agreed that the Performance Security is not intended to cover all the damages detailed / stipulated under various clauses in the Agreement.

13. **OWNERSHIP**

13.1 Subject to Clause 13.3 and 13.4 and Clause 14, all rights, title and interest including Intellectual Property Rights in the Portal and the Software (including any Upgrade) developed for Invest India by the Service Provider pursuant to this Agreement shall vest with and be the exclusive property of Invest India at all times.

13.2 The Service Provider shall provide Invest India with all assistance required to register, perfect or enforce aforesaid right, title, interest including providing relevant information and executing all applications, assignments or other instruments, and undertaking such registrations, as may be required by Invest India or Applicable Law.

- 13.3 Invest India acknowledges the Service Provider’s claims of proprietary rights in pre-existing works of authorship and other Intellectual Property Right, works of authorship and other Intellectual Property Right developed by the Service Provider independently of this Agreement (“**Pre-existing IP**”) that the Service Provider may deploy in the development of the Portal and/or the Software, which shall continue to remain vested with the Service Provider.
- 13.4 Invest India acknowledges that the Service Provider may deploy works of authorship and Intellectual Property Rights of a third party (“**Third Party IP**”) in the development of the Software which shall continue to remain vested with the relevant third party.
- 13.5 The W2W portal (including but not limited to the data held within), information, works of authorship, inventions, discoveries, improvements, methods, processes, formulas, techniques, technology, know-how, ideas, copyrights, source code, designs, architecture diagrams, licenses reports, presentations, and materials forming a part of or relating to the W2W portal, this RFP, SOW and all intellectual property and proprietary rights pertaining to the aforesaid (excluding any third party intellectually property rights) and anything
- (a) that is conceived, discovered, developed or otherwise made by a selected bidder, solely or in collaboration with others, in the course of performing the assignment pursuant to the award of Contract under this scope; or
 - (b) that reflects or contains Invest India’s confidential information; or
 - (c) that forms all or part of a deliverable to be provided by the selected bidder, whether developed as part of the assignment or separately (Hereinafter referred to as the “**Work Product**”), will be the sole property of **Invest India** and Invest India shall have all the rights, title and interests in respect of the same, in accordance with the terms of the Agreement. In no event can a selected bidder claim its control or any rights, title or interest over the portal, its software, code, database, or any Work Product.
 - (d) “**Work Product**” mentioned above includes all or part of a deliverable to be provided by the selected bidder, whether developed as part of the assignment or separately for the agreement.

14. **LICENSE GRANT**

- 14.1 The Service Provider grants Invest India a perpetual, worldwide, irrevocable, non-exclusive, royalty free license to the Pre-existing IP (including any Upgrade) embedded in the Portal and/or the Software which shall permit Invest India as well as any transferee or sub-licensee of Invest India to make, use, import, reproduce, display, distribute, make derivative works and modify such Pre-existing IP as necessary or desirable for the use of the Portal and the Software and its operation and maintenance.

14.2 The Service Provider grants (if so authorised or otherwise shall procure such grant from the owner of the relevant Third Party IP in favour of Invest India), Invest India a perpetual, worldwide, irrevocable, non-exclusive, license to any Third Party IP (including any Upgrade), which shall permit Invest India as well as any transferee or sub-licensee of Invest India to make, use, import, reproduce, display, distribute, make derivative works and modify such Third Party IP as necessary or desirable for the use of the Portal and the Software, and its operation and maintenance. The Service Provider shall, after the completion of Development Phase, provide a list of Third Party IP deployed in the Portal and the Software to Invest India.

15. **RELATIONSHIP MANAGER**

15.1 Each Party shall designate an employee to act on its behalf with regard to matters arising under and pursuant to this Agreement (“**Relationship Manager**”) and shall notify the other Party in writing of the name of its Relationship Manager. However the Relationship Manager shall have no authority to alter or amend any term, condition or provision of this Agreement.

15.2 Either Party may change its Relationship Manager by providing a written notice to the other Party.

16. **RELATIONSHIP BETWEEN PARTIES**

16.1 It is specifically agreed between the Parties that the Service Provider shall act as an independent contractor and nothing contained in this Agreement is intended nor shall it be construed as creating a partnership, agency, employment relationship, joint venture between the Parties, nor is anything contained in this Agreement intended nor shall it be construed as creating or requiring any ongoing or continuing relationship or commitment between the Parties beyond the relationship specifically created by this Agreement.

16.2 Neither the Service Provider nor its employees, agents, representatives, sub-contractors shall hold out or represent to be agents of Invest India.

17. **PERSONNEL**

17.1 The Service Provider shall assume all responsibility towards its personnel under applicable labour and social security laws and its personnel shall not be eligible to participate in any employee benefit scheme or program or social security benefit of Invest India.

17.2 The Service Provider shall inform its personnel rendering any service pursuant to this Agreement that they shall not be deemed to be employees of Invest India for any purpose.

17.3 The Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider executing the Scope of Work under this Agreement have undergone proper background check and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider unless such person is found to be suitable in such verification and the Service

Provider shall retain the records of such verification and shall produce the same to Invest India as when requested.

17.4 The Service Provider's personnel present at the Premises or at any other place as Invest India may direct in respect of the Project, shall follow all the instructions provided by Invest India and shall act diligently, professionally and maintain the decorum and environment of Invest India.

17.5 All obligations towards the employees of a Party including that on account of personal accidents occurred while working in the Premises of the other Party shall be with the respective employer and not on the Party in whose Premises the accident occurred.

18. **COMPENSATION AND TAX**

18.1 Subject to the terms of this Agreement, the total amount payable by Invest India to the Service Provider in respect of the Scope of Work to be performed by the Service Provider during the Development Phase shall be [*insert amount*] and such amount shall not be subject to any revision ("**Total Fixed Fee**"). For the avoidance of doubt it is expressly clarified that the Total Fixed Fees shall be **inclusive of all costs** which may be incurred by the Service Provider in respect of travel lodging, food etc. and deployment of its personnel to the Premises during the Development Phase. The Total Fixed Fee is **exclusive of all Taxes** as applicable. Any Taxes payable by Invest India to the Service Provider under the Applicable Law, on account of receiving services from the Service Provider pursuant to the Agreement, will be paid by Invest India over and above the Total Fixed Fee. The total Taxes payable by Invest India shall be [*insert the amount*] computed as under: [*insert the rate and other details for each applicable tax*].

18.2 The Total Fixed Fee shall be paid in tranches on achievement of the milestones and in the manner set out under **Schedule E** of this Agreement.

18.3 Subject to the terms of this Agreement, the amount to be paid by Invest India to the Service Provider in respect of the Scope of Work during the Maintenance Phase shall be calculated on man-month rate basis, depending on the actual number of personnel deployed on the Project and shall be billed monthly. The man-month rate shall be as per the prevailing empanelment rates of Invest India for technology service providers under the respective category.

18.4 Invest India shall be liable to pay the Service Provider licenses fees in respect of Third Party IP provided that the Service Provider has obtained the prior written approval of Invest India in this regard. Notwithstanding anything to the contrary contained in this Agreement, it is expressly clarified that Invest India shall not be under any obligation to pay license fees in respect of Upgrades, Pre-existing IP and Software Tools, certification and testing of the Portal and the Software and training of Invest India's personnel under the Training Period (including any out of pocket expenses incurred by the Service Provider in providing training to Invest India's employees during the Training Period).

18.5 Invest India will reimburse only those out-of-pocket expenses (travel, lodging, food etc.) incurred by the Service Provider while undertaking its Scope of Work under the Maintenance Phase for which the Service Provider has obtained Invest India's prior written approval. All such out of pocket expenditure must be itemized separately on the invoices submitted to Invest India by the Service Provider. The Service Provider shall provide Invest India reasonable supporting documentation in this regard if so requested by Invest India.

18.6 No advance payment shall be made under any circumstances by Invest India to the Service Provider.

19. **INVOICING**

19.1 The Service Provider shall submit invoices in triplicate in respect of all amounts that become due and payable to it pursuant to the terms of this Agreement to Invest India. Invest India may set-off any amount which Service Provider owes Invest India against amounts payable to Service Provider under this Agreement.

19.2 Unless Invest India disputes any amount set forth in any invoice raised by the Service Provider, it shall pay such invoiced amount in full within [30 (thirty)] days of the receipt of the invoice. If Invest India *bona fide* disputes any invoiced amount, Invest India shall be obliged to pay to the Service Provider the undisputed amount in accordance with this Clause and simultaneously issue a Notice of Dispute (pursuant to Clause 35.1) with respect to such disputed amount.

19.3 Payment of invoiced amount by Invest India to the Service Provider shall be by way of electronic transfer of funds and all relevant details in this regard such as the name and address of the bank and branch, account number (i.e. bank names, IFSC Code and bank A/c No.) etc. shall be provided by the Service Provider in the invoice. Payment of all amounts due and payable shall be in Indian Rupees.

20. **REPRESENTATIONS AND WARRANTIES**

20.1 The Service Provider represents and warrants to Invest India throughout the Term of this Agreement that:

(a) it is duly organised and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.

(c) it has procured Permits necessary for performance of its obligations under this Agreement.

(d) it has the financial standing and capacity, requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise for performance of its obligations under this Agreement.

- (e) the execution, delivery and performance of this Agreement shall not conflict with or result in the breach of or constitute a default under its charter documents.
- (f) there are no actions, suits, proceedings or investigations pending or to its knowledge threatened against it at law or in equity before any Government Authority which may result in the breach of this Agreement or which individually or in the aggregate may have material adverse effect on its ability to perform any of its obligations under this Agreement.
- (g) it shall notify Invest India in the event there is a change in control or management of the Service Provider including any merger, acquisition, amalgamation, restructuring, reorganization.
- (h) no claims of infringement or violation of Intellectual Property Rights have been threatened or asserted, nor is such a claim pending against the Service Provider.
- (i) the Software and the Portal have been developed in compliance with Applicable Law and Standards.
- (j) all rights, title and interest in the Portal and the Software (including Upgrades) shall vest with Invest India at all times.
- (k) the Software (including Upgrades) has not been and will not be published under circumstances that would cause a loss of Intellectual Property Rights therein.
- (l) that the Portal and the Software will be fit for the purposes of Invest India as outlined in this Agreement.
- (m) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Pre-existing IP and Third-Party IP pursuant to this Agreement.
- (n) the Portal, the Software, Pre-existing IP and Third Party IP, including Upgrades in respect of the aforesaid, are free from malware, bugs, viruses, free from any covert channels in the code and free from vulnerabilities of applications/software arising out of faulty design, workmanship, etc.
- (o) the Portal, the Software, Pre-existing IP and Third-Party IP do not and will not infringe any patents, copyrights, trademarks, or other Intellectual Property Rights, privacy or similar rights of any Person.
- (p) all information provided by the Service Provider in response to the RFP or otherwise is, to the best of its knowledge and belief, true and accurate in all material respects.
- (q) all undertakings and obligations of the Service Provider arising under or pursuant to the RFP shall be binding on the Service Provider as if they form part of this Agreement.

20.2 Invest India represents and warrants to the Service Provider that:

- (a) it is duly organised and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

- (b) it has the financial standing and capacity for the execution of its obligations in accordance with the terms of this Agreement.

21. **CONFIDENTIALITY**

21.1 All information relating to the Software and the Portal shall be deemed to be Confidential Information whether labelled as such or not. Each Party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other Party unless such disclosure of Confidential Information is required by Applicable Law or by any order of any Government Authority.

21.2 Each Party, including its personnel, shall use the Confidential Information only for the purposes of achieving the objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

21.3 Each Party may disclose the Confidential Information to its personnel solely for the purpose of performance of its obligations under in this Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with this Agreement. Further, each Party shall ensure that each personnel representing the respective Party agrees to be bound by the terms of this Agreement.

21.4 The non-disclosure obligations herein contained shall not be applicable under the following circumstances, where:

- (a) Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a Party in breach of the terms hereof.
- (b) any Confidential Information was disclosed after receiving the written consent of the other Party.
- (c) if a Party is requested or required by Applicable Law or by any court or Government Authority to disclose any of the Confidential Information, then that Party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
- (d) any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.

22. **SECURITY**

22.1 The Service Partner undertakes to follow secure software development life cycle and adhere to Applicable Law, software standards, internal security protocols of Invest India from time to time in respect of security aspect of the Software and the Portal.

22.2 The Service Provider shall ensure the following security features in relation to the Portal and the Software (to the extent applicable/relevant):

- (a) Software is free from OWASP vulnerabilities;

- (b) Captcha code on all forms, wherever required;
- (c) Strong password policy;
- (d) Storing of any kind of username and password in the encrypted form in the database;
- (e) Session management; and
- (f) Audit/log trail.

22.3 The Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity of the Portal and the Software on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements of the Portal and the Software.

22.4 The security aspects of the Portal and the Software will be comprehensively reviewed periodically by Invest India and the Service Provider shall carryout modifications/Upgrades based on the security review recommendations from time to time.

23. **LIQUIDATED DAMAGES**

23.1 The Parties agree and understand that execution of the Scope of Work in accordance with the Schedule of Completion is of essence to this Agreement.

23.2 Without prejudice to any other remedy that Invest India may have under this Agreement and subject to the terms of this Agreement, the Service Provider shall be liable to pay liquidated damages at the rate of 1%(One Percent) of the contract value which suffered delay for each completed week or part thereof by which the deliverable has been delayed subject to a limit of 10% of the contract value,

23.3 Delay is on part of the Service Provider with respect to non-delivery of the documentation, hosting of the Portal, Correction of Deficiency, upgrading the Portal and completion of the defined or agreed milestone.

23.3 Notwithstanding anything contained in Clause 23.2 above, the Service Provider shall not be liable to pay liquidated damages to Invest India if the delay was occasioned for reasons solely attributable to Invest India or Force Majeure.

24. **INDEMNITY**

24.1 Service Provider shall indemnify and keep indemnified Invest India, its directors, officers, employees, agents, successors, assigns, consultants, representatives etc. against all claims, actions, proceedings, losses, damages, costs, expenses, charges, including legal expenses, which Invest India may suffer or incur directly or indirectly on account of any misuse of data /information or Deficiency in the Portal and/or Software or breach on any obligations mentioned herein, including without limitation of confidentiality obligations, from any acts of commission / omission, default, negligence on the part of directors, officers, employees, agents, successors, assigns, consultants, representatives etc. or sub-contractors of the Service Provider.

24.2 Invest India shall indemnify and keep indemnified the Service Provider, its directors, officers, employees, agents, consultants, successors, assigns for the duration of this

Agreement against injury (including death) to any persons or loss of or damage to any property (excluding the Software and/or Documentation) which may arise out of the act, default, or negligence of Invest India or any contractor employed by Invest India and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- 24.3 Notwithstanding anything to the contrary contained in the Agreement, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

25. **IPR INDEMNITY**

- 25.1 Without prejudice to the provisions of Clause 24.1, the Service Provider shall defend or settle at its own expense any threat, claim, suit or proceeding arising from or alleging infringement, misappropriation or other violation of any Intellectual Property Right or any other rights of any third party in respect of development of Portal and/or the Software or deployment of Pre-existing IP/Third Party IP in the Portal and/or the Software or use of Portal/Software/Pre-existing IP/Third Party IP in other products and shall indemnify and hold Invest India, its Affiliates and each of their agents, employees, harmless from and against and pay any losses, expenses, damages, costs, charges including reasonable attorney's fees.

- 25.2 Without prejudice to the provisions of Clause 24.1, if the Portal, Software, Pre-existing IP or Third Party IP is or is likely to become the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation or in the event of any adjudication that the aforesaid infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party, Service Provider shall at its own expense secure for Invest India the right to continue using the Portal, Software, Pre-existing IP or Third Party IP or if reasonable efforts are not successful suitably modify the Portal, Software, Pre-existing IP or Third Party IP (to the satisfaction of Invest India), to make it non-infringing provided however such modification shall not degrade the operation or performance of the Portal and the Software.

- 25.3 The indemnity in the preceding clause shall not extend to: (i) any claim of infringement resulting solely from Invest India's unauthorised use or modification of the Portal, Software, Pre-existing IP or Third Party IP; and (ii) any infringement claim to the extent it directly results from Invest India's use of the Portal and/or the Software in combination with materials not provided by the Service Provider.

26. **INSURANCE**

- 26.1 The Service Provider shall, until the Acceptance Date, insure and keep insured with a reputable insurance company the Portal and the Software against loss or damage including the additional costs, charges and expenses of reconstituting or recompiling the Portal and the Software.

27. **FORCE MAJEURE**

- 27.1 The term “**Force Majeure**” shall mean any event or circumstance or combination of events or circumstances that materially and adversely affects the performance by either Party (the “**Affected Party**”) of its rights and obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but in each case, (i) only to the extent so prevented or affected and (ii) only if and to the extent that such events and circumstances are not within the Affected Party’s reasonable control and the effects of which the Affected Party could not have foreseen, or otherwise prevented with due reasonable diligence.
- 27.2 Force Majeure circumstances and events shall include, but shall not be limited to, the following events to the extent that they or their consequences satisfy the requirements of Clause 27.1:
- (i) Flood, storm, lightning, tornado, cyclone, earthquake, tsunami, volcanic eruption, landslide or other natural disasters;
 - (ii) Wars, invasions, armed conflict, insurrections, riots, civil disturbances, terrorism, sabotage, or seizure of power by military or other non-legal means;
 - (iii) Fire, accident, breakage of facilities or equipment, structural collapse or explosion;
 - (iv) The nationalisation, confiscation, expropriation, compulsory acquisition, arrest or restraint of any assets by any Government Authority;
 - (v) Any Government Authority’s unlawful or discriminatory delay, modification, revocation, cancellation, termination, denial, or refusal to issue, renew or appropriately re-issue or amend, any regulatory or governmental clearance, licence, approval, Permits, authorisation, registration or consent;
 - (vi) Epidemic, pandemic, plague or quarantine;
 - (vii) Radioactive contamination or ionising radiation; and
 - (viii) Strike or lockout which is not caused or instigated by the employer or which is not politically motivated.
- 27.3 Upon occurrence of a Force Majeure event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:
- (i) the nature and extent of each Force Majeure event which is the subject of any claim for relief under this Clause 27 with evidence in support thereof;
 - (ii) the estimated duration and the effect or probable effect which such Force Majeure event is having or will have on the Affected Party’s performance of its obligations under this Agreement;
 - (iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure event; and
 - (iv) any other information relevant to the Affected Party’s claim.

- 27.4 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure unless it shall have notified the other Party of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure event is likely to have on the performance of its obligations under this Agreement.
- 27.5 During the occurrence of a Force Majeure, the performance of rights and obligations of the Parties shall remain suspended to the extent that performance thereof is prevented or impeded by the event of Force Majeure.
- 27.6 The Affected Party shall use all reasonable endeavours to circumvent or overcome any event or circumstance of Force Majeure, and relief under this Clause shall cease to be available to the Affected Party claiming Force Majeure if it fails to use such reasonable endeavours during the period such event of Force Majeure or its effect continues.
- 27.7 Neither Party shall be considered to be in default of its obligations under this Agreement to the extent that it can establish that the performance of such obligations is prevented by any circumstance of Force Majeure which arises after the date of this Agreement and which was not foreseeable at the date of this Agreement.
- 27.8 During the occurrence of a Force Majeure, the time period(s) for the performance of the rights and/or obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended by such time period as may be agreed to by the Parties.
- 27.9 In the event that the performance of obligations of the Parties under this Agreement remains suspended for a period greater than 60 (sixty) days, then either Party shall have the right to terminate this Agreement with immediate effect upon giving written notice to the other Party of such election.
- 27.10 Force Majeure shall not excuse or delay the performance of obligations of either Party which shall have accrued prior to the occurrence of a Force Majeure event.

28. **TERM**

28.1 The term of this Agreement shall commence from the Effective Date and shall extend up to the completion of the Maintenance Phase unless terminated earlier in accordance with the terms of this Agreement (“**Term**”).

29. **TERMINATION**

29.1 This Agreement shall terminate upon expiry of the Term.

29.2 Without prejudice to any other remedy for breach of contract that Invest India has, it shall have the right to terminate this Agreement at any time, by giving a written notice of at least 30 (thirty) days in case of the occurrence of any one or more of the following events (“**Service Provider Default**”):

- (a) if the Service Provider fails to execute the Scope of Work as per the Schedule of Completion or within any extension thereof granted by Invest India pursuant to conditions of Agreement unless the delay is due to reasons solely attributable to Invest India or Force Majeure;
- (b) if the Service Provider fails to Correct a Deficiency/Minor Deficiency within 30 (thirty) days of the reporting of the Deficiency by Invest India;
- (c) if the Service Provider fails to perform any other obligation(s) under the Agreement or any representation or warranty is found to be untrue;
- (d) if Service Provider suffers an Insolvency Event;
- (e) if the Service Provider, in the opinion of Invest India, has engaged in corrupt or fraudulent practices in competing for or in executing this Agreement, in violation of the terms of the RFP;
- (f) if the Service Provider, has at the time of Bid submission, submitted to Invest India a false or misleading statement which has a material effect on the rights, obligations or interests of Invest India;
- (g) if the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Invest India, in violation of the terms of the RFP; or
- (h) if Invest India, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

29.3 The Service Provider shall have the right to terminate this Agreement in the event Invest India fails to pay any amount due under this Agreement on the due date and remains in default for not less than [60 (sixty) days] after the Service Provider’s written notice to make such payment, in accordance with the terms of this Agreement.

30. **CONSEQUENCES OF TERMINATION**

30.1 Termination of the Agreement shall be without prejudice to any rights or obligations accrued to any Party prior to the date of such termination.

- 30.2 Subject to the terms of the Agreement, in the event of termination of the Agreement in accordance with Clause 29.2 or Clause 29.3, prior to the expiry of the:
- (a) Development Phase: The Service Provider shall be entitled to receive payment up to the milestone (as set out under Schedule E) which has been successfully completed by the Service Provider; or
 - (b) Maintenance Phase: The Service Provider shall be entitled to receive payment for the Scope of Work completed up to the date of such termination.
- 30.3 Further, in the event of termination of the Agreement in accordance with Clause 29.2 or 29.3 prior to the completion of the Development Phase, the Service Provider shall be liable and responsible to provide to Invest India, *inter alia*, (i) all works and Documentation partially or wholly completed, and materials which are directly related to the Scope of Work, (ii) proprietary documents, records, documents, data and information including Confidential Information which pertains to or relates to Invest India (iii) all such other documents or information which is in the possession of the Service Provider. In addition, the Service Provider agrees that (i) upon receipt of the written instructions from Invest India, the Service Provider shall immediately destroy, such documents and information and no copies of such documents and information shall be retained by the Service Provider without the prior written consent of Invest India; and (ii) the personnel of the Service Provider deployed at the Invest India's Premises shall vacate the Premises in a prompt and orderly manner.
- 30.4 Invest India shall be under no obligation to return the Pre-existing IP or Third Party IP upon the termination of this Agreement.

31. **SUBCONTRACTING**

- 31.1 Service Provider has to obtain written permission from Invest India before subcontracting any portion of its Scope of Work.
- 31.2 In the event subcontracting is permitted by Invest India, Service Provider shall be responsible for executing the Scope of Work and all its obligations under and pursuant to this Agreement regardless of which entity is conducting the operations. Non-performance of obligations by the sub-contractor shall not absolve the Service Provider from any obligation under this Agreement and the Service Provider shall be solely responsible for the acts, omissions and default of the sub-contractor.
- 31.3 Service Provider shall be responsible for ensuring that the sub-contractor shall comply with all security/confidentiality requirements and other terms and conditions as applicable to the Service Provider under this Agreement. Invest India reserves the right to conduct independent audit(s) in this regard.
- 31.4 Before engaging a sub-contractor, the Service Provider shall carry out due necessary diligence on the sub-contractor to the satisfaction of Invest India and Invest India shall have access to such records.

32. **ASSIGNMENT**

- 32.1 The Service Provider shall not assign this Agreement or any of its rights or obligations thereunder without the prior written consent of Invest India.

Notwithstanding the foregoing, Invest India may assign the benefit as well as obligations under this Agreement to any entity of its choice.

33. **INSPECTION AND AUDIT**

33.1 The Service Provider shall maintain at no additional cost to Invest India, in a reasonably accessible location, all records pertaining to the Scope of Work provided to Invest India under and pursuant to this Agreement during the Term of this Agreement.

33.2 Such records maintained by the Service Provider may be inspected, audited and copied by Invest India during normal business hours. Records made available for review by the Service Provider shall exclude any records pertaining to the Service Provider's other customers, deemed proprietary and confidential, costing methods, margins.

34. **PUBLICITY**

34.1 The Service Developer shall not, without the written consent of Invest India advertise, publicly announce or provide to any other person information relating to the existence or details of this Agreement, the Portal, Software, Upgrades or use Invest India's name in any format for any promotion, publicity, marketing or advertising purpose other than as part of its experience statement.

35. **DISPUTE RESOLUTION**

35.1 Before the Parties resort to arbitration to resolve any dispute or difference arising out of or in connection with this Agreement, the Parties shall first attempt, for a period of 30 (thirty) days after notice by one Party from the other Party of the existence of the dispute ("**Notice of Dispute**"), to settle such dispute by mutual discussions between the Parties.

35.2 **Arbitration**

35.2.1 In the event dispute resolution process stated in Clause 35.1 above fails, all disputes arising out of or in connection with this Agreement including any question regarding its existence, validity or termination shall be referred to and settled under the Arbitration and Conciliation Act, 1996 and subsequent amendments thereto, which rules are deemed to be incorporated by reference in this clause.

35.2.2 The Arbitral Tribunal shall consist of 3 (three) arbitrators. Each party shall have the right to nominate one arbitrator. The aforesaid nominated arbitrators shall jointly appoint the third arbitrator who shall act as the presiding arbitrator.

Where (i) a Party fails to appoint an arbitrator within 30 (thirty) days of the reference to arbitration, or (ii) the two arbitrators so appointed fail to appoint the third arbitrator within a period of 30 (thirty) days from their appointment, then such arbitrator(s) shall, at the request of either party be appointed by the competent high court, in accordance with the Arbitration and Conciliation Act, 1996.

35.2.3 It is agreed that the seat and venue of any arbitration shall be New Delhi and the language of the arbitration shall be English.

- 35.2.4 The award of the arbitral proceedings shall be final and binding upon both Parties hereto.
- 35.2.5 The cost of the arbitration shall be borne equally by the Parties. If the Parties to the arbitration cannot agree as to the respective shares of the cost of arbitration to be borne by them, the arbitrators shall determine what part of the costs and expenses incurred in any such proceedings shall be borne by each of the Parties.
- 35.2.6 Each Party shall continue to discharge their respective obligations as per this Agreement during the period of dispute resolution and arbitration, other than with respect to the cause and subject matter of the dispute.

35.3 **Governing Law and Jurisdiction**

This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts at New Delhi, India.

36. **MISCELLANEOUS**

36.1 **Entire Agreement**

Subject to Clause 2.1, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, whether oral or written, acceptances, understandings, agreements, addendums between the Parties with respect to or in connection with any of the matters or things to which the present Agreement applies or refers. This Agreement shall not be amended or varied unless such amendment or variation shall be expressly agreed in writing by each Party.

36.2 **Severability**

If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

36.3 **Consequential Losses**

The Parties shall not be responsible for any consequential, incidental, indirect, exemplary, special, punitive, enhanced damages or loss of profits or revenues whether arising out of breach of contract, tort (including negligence), strict liability, product liability or otherwise (including the entry into, performance or breach of this Agreement), regardless of whether such loss or damage was foreseeable or the Party against whom such liability is claimed has been advised of the possibility of such loss or damage and notwithstanding the failure of any agreed or other remedy of its essential purpose.

36.4 **No Third Party Beneficiaries**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by any reason of this Agreement.

36.5 **Remedies**

No remedy conferred by this Agreement is intended to be exclusive of any other remedy, which is otherwise available at law, in equity, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

36.6 **No Waiver**

Any waiver under this Agreement by a Party or consent to any departure from any provision of this Agreement by any Party shall not be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges shall operate as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

36.7 **Amendment**

Any amendment to this Agreement or any of its provisions shall be valid and binding only if both the Parties to this Agreement approve of it in writing.

36.8 **Expenses**

Except as otherwise expressly provided in this Agreement, each of the Parties shall pay its own costs and expenses in connection with this Agreement and the transactions contemplated hereby. Provided however, that costs with respect to stamp duty and applicable registration charges and fees arising out of or in connection with this Agreement shall be borne by the Service Provider.

36.9 **Further Assurances**

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement in the manner contemplated herein and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

36.10 **Notices**

36.10.1 All notices and other communications in respect of this agreement shall be given in writing in English by electronic mail, registered mail (postage prepaid) or facsimile

to the Party entitled thereto at its address set forth below or such other address as it shall hereafter designate for this purpose. Any such notice, if given or made by registered mail, shall be deemed to have been received on the earlier of the date actually received and the date twenty (20) days after the same was mailed in case it is sent by facsimile, on the completion of the transmission and the report indicates that it has been sent ok and/or sent without error. In case sent by electronic mail, after receipt of the electronic mail confirming the receipt. The initial addresses and facsimile numbers for service of such notice shall be as follows:

36.10.2 Notices to Invest India shall be sent at:

Attention: [insert name]
Address: [insert address]
Telephone No. [insert number]
Fax No.: [insert number]
Email: [insert email id]

36.10.3 Notices to the Service Provider shall be sent at:

Attention: [insert name]
Address: [insert address]
Telephone No.: [insert number]
Fax No.: [insert number]
Email: [insert email id]

36.10.4 Either Party may change its address or the name, address, its designated recipient(s) of the copies of notices or arbitral decisions given or sent to it for purposes of this Agreement by giving to the other Party written notice of its new address and/or the new name, address, of its designated recipient(s).

36.11 **Survival**

The provisions of Clauses 21 (*Confidentiality*), 24 (*Indemnity*), 25 (*IPR Indemnity*), 35 (*Dispute Resolution*) and this Clause 36.11 (*Survival*) shall survive termination of this Agreement.

36.12 **Counterparts**

This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same agreement. If a Party sends an electronic copy attached in an e-mail of the signature page of this Agreement to the other Parties showing that it has caused the same to be executed, then such other Parties may rely on such electronic copy as having the same legal force and effect as a signed original counterpart of this Agreement. The Parties shall exchange executed original counterparts of this Agreement as promptly as possible.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN DUPLICATE ON THE DAY AND DATE FIRST MENTIONED HEREIN ABOVE AT **[NEW DELHI]**.

Signed and delivered by

Signed and delivered by

.....

.....

Name: [●]

Name: [●]

Designation: [●]

Designation: [●]

INVEST INDIA

[XYZ]

SCHEDULE A

[to be finalised at the time of execution of this Agreement]

SCHEDULE B

The standards to be complied by the Service Provider in the execution of Scope of Work are as follows:

- (a) GIGW Guidelines;
- (b) Guidelines issued by NIC from time to time;
- (c) Guidelines, advisory, notes issued by CERT-IN from time to time;
- (d) ISO 23026;
- (e) ISO 27001;
- (f) Documentation; and
- (g) Best Industry Practice.

SCHEDULE C

[to be finalised at the time of execution of this Agreement]

(i) National Waste-To-Wealth Dashboard – Key outcomes, success metrics, quantifiable and geo-located impact;

(ii) Technology portal

- (a) Portal to showcase investible projects (sentinel sites, R&D tech for commercialization);
- (b) Portal to invite/accept grants and funding;
- (c) E-tendering portal – Float RFPs/tenders
 - I. Online application submission and evaluation portal; and
 - II. Management of contracting and sub-contracting activities with sentinel site-PMUs, implementing agencies and other external agencies;
- (d) Knowledge management
 - I. Repository of validated technologies with case studies/demonstration projects;
 - II. Project SoPs; and
 - III. Guidelines for participation/project financing for implementing agencies, philanthropic trusts, DFIs, MDBs, state governments, municipalities.

(iii) Project/Program management (PMU) portal

- (a) Monitoring and Evaluation
 - I. Agreed deliverables and timelines;
 - II. Online submission of reports/proof of progress against agreed deliverables by implementing agencies and local PMUs; and
 - III. Audit and compliance functions.
- (b) Grant disbursement
 - Tracking fund utilization in local PMUs, sentinel sites

Key features for the PMU portal

- Automated generation of quarterly & annual progress report (per sentinel site and cumulative for the program) with pre-determined fields, wherein the data shall be picked up from the PMU portal and dashboard; and
- Alert system – Fund disbursement cycle, inspection visits to sentinel sites, progress report due dates from local PMUs/agencies.

(iv) Outreach and awareness – Knowledge Bank

- (a) Citizen’s corner - Social media campaigns and digital outreach on waste management, safe waste disposal activities;
- (b) Youth internships/fellowships for students;
- (c) Events, activities, roundtables, industry consultations and key outcomes; and
- (d) Success stories and case studies (Feeds directly from PMU portal repository)

(v) Query portal (*with FAQs*)

Feature	Components	Description	Functionality	Stakeholder Access
Homepage	About the W2W Initiative	This component consist of brief background about the W2W initiative, which will be used to identify, develop and deploy technologies to treat waste in order to generate energy, recycle materials, and extract worth. The “Waste-To-Wealth” IT Portal will act as a one stop shop for providing information, managing and monitoring multiple projects across India.	Database/Information (SEO capability) <i>Linked to the W2W website</i>	All (Public)
	Impact and Progress Dashboard	Progress dashboard with statistics on waste to wealth creation, environmental impact metrics etc.	Data analytics and Visualization Geo-profiles	All (Public)
	Success Stories	Database of success stories, technology wins, funding raised etc.	Database	All (Public)
	What’s new/latest updates	New policies/grants released, upcoming tenders, events, roundtables, seminars etc.	Database <i>(Hyperlinked to Application portal and Knowledge Bank)</i>	All (Public)

Feature	Components	Description	Functionality	Stakeholder Access
Technology portal	Repository of sentinel sites	Portal to showcase investible projects (sentinel sites, R&D tech for commercialization)	Project database	All
	e-tendering Portal	Online application submission and evaluation portal for <ul style="list-style-type: none"> - Local PMUs (Academic institutes, municipalities) - Implementing agencies (private orgs, R&D institutes) 	Application portal	Login access <ul style="list-style-type: none"> - Implementing agencies (prospective) - Funders
	Knowledge Management	<ul style="list-style-type: none"> - Repository of validated technologies with case studies/demonstration projects - Project Statement of Purpose (“SoPs”) - Guidelines for participation as implementing agencies and project financing agencies, philanthropic trusts, DFIs, MDBs, State Governments, municipalities 	Database/Information	All
Project Management Dashboards	Project monitoring dashboard – nationwide	Project monitoring interface with data and progress reports from all sentinel sites	Project monitoring interface Dashboard Data analytics and Visualization	Login Access <ul style="list-style-type: none"> - EC - PSA Office - PMU (Invest India)
	Project monitoring dashboard – regional/sentinel sites	Project monitoring interface for sentinel/regional PMUs with dual functionality <ul style="list-style-type: none"> - Access data, reports submitted by implementing agencies - Assess and collate the data and share progress reports with national PMU 	Project monitoring interface Dashboard Data analytics and Visualization	Login Access <ul style="list-style-type: none"> - Local/Sentinel PMUs
	Implementing	Portal for ground team/implementing agency to	Online application	Login Access

Feature	Components	Description	Functionality	Stakeholder Access
	agency/Operational team dashboard	submit progress reports	Dashboard	- Implementing agencies
	Grant Disbursement	Portal to track grant disbursements and utilization functionality <ul style="list-style-type: none"> - Application portal for local PMUs/implementing agencies to submit fund utilization reports - Funds tracker/Dashboard for PMUs, EC and Funders 	Project monitoring interface Online application Dashboard Data analytics and Visualization	Login Access <ul style="list-style-type: none"> - EC - PSA Office - PMUs - Implementing agencies - Funders
Knowledge Bank	Citizen's Corner	Awareness and outreach on waste management, safe waste disposal etc.	Database <i>Linked to digital media, SEO capability</i>	All
	Policies, Grants and Schemes	Details about regulations, schemes and grants available for W2W initiative		All
	Partnership Portal	Application for agencies (state governments, municipalities, DFIs, R&D institutes etc.) to partner with W2W initiative	Online application	Login Access <i>(to view/access applications)</i> <ul style="list-style-type: none"> -EC -PMU -PSA Office
	Query Portal	Query management and response with a FAQs page	Query portal	Login Access (to respond) <ul style="list-style-type: none"> -PMU

SCHEDULE D

FORMAT OF BANK GUARANTEE

BANK GUARANTEE NO. _____

This **Guarantee** executed on this day of ...2020..... byhaving its office at ...and registered office at (hereinafter referred to as '**Bank**' which expression shall unless repugnant to the context or meaning thereof shall include its successors, administrators and permitted assigns) in favour of M/s _____, a joint venture between Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, industry associations and State Governments of India and having its registered office at [*insert address*] (hereinafter referred to as the "**Invest India**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes.

WHEREAS Invest India is desirous of developing a Waste-To-Wealth IT Portal and had invited bid in this regard vide request for proposal dated [*insert*] bearing reference no. [*insert*] ("**RFP**").

WHEREAS after evaluation of the bids received from bidders, Invest India has accepted the bid of [XYZ], a [*company incorporated under the Companies Act, 1956 or the Companies Act, 2013 or a limited liability partnership set up under the Limited Liability Partnership Act, 2008, other partnership firms (registered or unregistered), as the case maybe*] and having its registered office at [*insert address*] (hereinafter referred to as the "**Service Provider**") vide letter of award no [*insert reference number*] dated [*insert date*] to the Service Provider. Subsequently, Invest India and the Service Provide have agreed to execute the development services agreement ("**Development Services Agreement**") as stipulated in the RFP.

AND WHEREAS in terms of Clause 12.1 of the Development Services Agreement, the Service Provider is required to submit a bank guarantee as performance security in respect of performance of its obligations under the Development Service Agreement (hereinafter referred to as "**Guarantee**") for an amount of Rupees [*insert amount*] to Invest India.

AND WHEREAS the Bank has, at the request of the Service Provider, agreed to furnish the Guarantee in favour of Invest India as hereinafter contained.

NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS:

12. In consideration of the requirements set forth under Clause 12.1 of the Development Services Agreement, we the Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the Service Provider, without any protest, contest or demur, and without any recourse to the Service Provider that, in the event Invest India declares to us that the Service Provider is in breach of the terms of the Development Services Agreement we will pay to Invest India, on demand, all and any sum up to a maximum of Rupees [*insert amount*]. Any such written demand made by Invest India on the Bank shall be conclusive and binding.

13. Invest India shall be the sole judge as regards the breach of the terms of the Development Services Agreement and the Bank shall neither question the judgment or declaration of Invest India nor ask for any evidence on any account whatsoever. The Bank agrees that any demand made in such demand notice by Invest India shall be final, conclusive and binding on the Bank as to the amount payable by the Bank under this Guarantee. The demand of Invest India under this Guarantee shall not be objected, affected or suspended by reasons of any dispute or disputes pending before any forum, tribunal, arbitrators, court or any other statutory authority with regard thereto or in connection therewith.
14. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between Invest India and the Service Provider, indulgence to the Service Provider by Invest India, or by any alterations in the obligations of the Service Provider or by any forbearance whether as to payment, time performance or otherwise. Invest India shall be at liberty to vary and modify any of the term(s) and condition(s) of the said Development Services Agreement without affecting this Guarantee, notice of such variations or modifications to the Bank is hereby waived.
15. This Guarantee (and the benefits hereunder) shall not be affected by any change in the constitution of Invest India, nor shall the benefits of this Guarantee be affected by any change in the constitution of the Bank or by any amalgamation or merger of the Bank with any other body corporate and this Guarantee will be fully enforceable during this currency.
16. This Guarantee (and the benefits hereunder) shall not be affected by, (a) any change in the constitution (including but not limited to any merger, acquisition, amalgamation, restructuring, reorganization etc.) of the Service Provider or (b) commencement of corporate insolvency resolution process or liquidation process, in respect of the Bidder, under the Insolvency and Bankruptcy Code, 2016, and this Guarantee will be fully enforceable during this currency.
17. The Bank also agrees that Invest India at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Service Provider and notwithstanding any security or other guarantees that the Service Provider may have in relation to Service Provider's liabilities.
18. This Guarantee is a continuing guarantee during its currency, the Bank undertakes not to revoke this Guarantee during its currency without previous written consent of Invest India, and the Bank agrees that the Guarantee contained herein shall continue to be enforceable until Invest India discharges the same.
19. This Guarantee shall be governed and construed in accordance with the laws of India.
20. This Guarantee is non-assignable and non-transferable.
21. Notwithstanding anything contained herein above:
 - d) Our liability under this bank guarantee shall not exceed Rupees [*insert amount*].

e) This bank guarantee shall be valid up to 6 (six) months beyond the Term of the Development Service Agreement unless terminated earlier in accordance with the terms therein.

f) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Invest India serves upon us a written claim of demand on or before _____.

IN WITNESS WHEREOF Mr. and Mr., the Bank's duly constituted Attorney bearing No. and No. *vide* Resolution No. and No. have signed for and on behalf of the Bank this deed on the day and year first written above

Date: *[insert]*

Place: *[insert]*

SCHEDULE E

[to be finalised at the time of execution of this Agreement]

S. No.	Project Milestone	% of Total Fixed Fee
1.	Execution of this Agreement	10%
2.	Approval of Application Design & Architecture	10%
3.	Production Deployment of Deliverables – 1*	25%
4.	Production Deployment of Deliverables – 2*	25%
5.	Completion of the Project & Sign-Off	30%

**Note: A detailed description of the deliverable(s) would need to be inserted prior to execution of this Agreement, basis the discussions between the Parties.*