

Invest India Reference No: RFP/INV/IND/IPRS/26/10/2020 – SI - 1

REQUEST FOR PROPOSAL

(Bidding Terms & Draft Agreement)

FOR

Selection of Agency for Survey of IPRS 2.0 Tenant Feedback

Dated: 26th October 2020

Invest India

Invest India is the National Investment Promotion and Facilitation Agency of India and acts as the first point of reference for investors in India.

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DISCLAIMER

1. This Request for Proposal (“RFP”) is issued by Invest India, a joint venture between the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India.
2. The information contained in this RFP or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Invest India or any of its employees or advisors, is provided on the terms and conditions set out in this RFP.
3. This RFP is not a contract and is not an offer by Invest India to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Invest India, in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Invest India, its employees or advisers to consider the objectives, technical expertise and particular needs of each party, who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the bidders is on a wide range of matters and is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Invest India accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the laws expressed herein. Invest India, its employees and advisers make no representation or warranties and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, claims, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way in this selection process. Invest India accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any bidder upon the statements contained in this RFP.
5. Invest India is entitled, in its absolute discretion, but without being under any obligation, to update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that Invest India is bound to select a bidder or to appoint the selected bidder, as the case may be, for this project and Invest India reserves the right to reject all or any of the proposals of any bidder, without assigning any reason whatsoever.
6. Invest India or its authorized officers / representatives / advisors reserve the right, without prior notice, to change the procedure for the selection of the selected bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the project, without assigning reasons thereof.
7. The RFP does not address concerns relating to diverse investment objectives, financial situation, and particular needs of any party. The RFP is not intended to provide the basis for any investment

decision and each bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by Invest India to give any information or to make any representation not contained in the RFP.

8. Invest India may terminate the bid process at any time and without assigning any reason and makes no commitments, express or implied, that this process will result in a business transaction with anyone.

SECTION 1: LETTER OF INVITATION

Dear Sir/Madam,

1. Invest India invites proposals from reputed bidders for “**Selection of Agency for Survey of IPRS 2.0 Tenant Feedback**”
2. A bidder will be selected under the **Combined Quality cum Cost Based System** method (CQCCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and as per procedures described in this RFP.
3. The content of this RFP enlists the requirements of Invest India. It includes the **Bidding Terms and Draft Agreement** which details out all that may be needed by the potential bidders to understand the financial terms and bidding process and explains the contractual terms that Invest India wishes to specify at this stage. It also consists of a draft agreement that needs to be signed between Invest India and the successful bidder.

The RFP includes the following sections:

Section 1 - Letter of Invitation (including Data Sheet)

Section 2 - Instructions to Bidders

Section 3 - Technical Proposal – Standard Forms

Section 4 - Financial Proposal- Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract.

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

4.1 that you will submit a proposal

4.2 that you will attend the pre-bid conference on **5th November 2020 4:00 PM**

5. The information may be submitted at the following address via

email to:

Rishabh Katyal
Invest India
Vigyan Bhawan Annexe
Maulana Azad Road | New Delhi 110011
M: +91 9999987888
E: procurement@investindia.org.in
[Cc to rishabh.katyal@investindia.org.in]
W: www.investindia.gov.in

Yours faithfully,

Deepak Bagla

MD & CEO

DATA SHEET

1.	RFP Issuing Authority:	Invest India is the National Investment Promotion and Facilitation Agency of India and acts as the first point of reference for investors in India.	
	Date of Issuance:	26th October 2020	
	RFP No:	RFP/INV/IND/IPRS/26/10/2020 – SI - 1	
	Method of selection:	Combined Quality cum Cost Based System (CQCCBS)	
2.	Documents part of RFP:	The RFP consists of the Bidding Terms and Draft Agreement. It details out all information that may be needed by the potential bidders to understand the financial terms and various bidding processes and explains the contractual terms Invest India wishes to specify at this stage. It also consists of a draft Agreement that needs to be signed between Invest India and the successful bidder.	
3.	Pre-Qualification Criteria	Criteria	Reference Document (mandatory)
		(a) The Agency must be a registered legal entity in India and should be in existence for at least 3 years as on 30th September 2020 <i>[DPIIT Recognized Startups are exempt from this criterion]</i>	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration / MoA as applicable <i>[Startup Recognition certificate required]</i>
		(b) The Agency should have a valid PAN and GST in India	<ul style="list-style-type: none"> • Copy of PAN card and • Goods & Service Tax Registration certificate
		(c) The Agency should have a minimum average annual turnover of Rs. 2 Crores (Rupees Two Crores) during the last three financial years (i.e. 2017-18, 2018-19 & 2019-20) <i>[DPIIT Recognized Startups are exempt from this criterion]</i>	<ul style="list-style-type: none"> • Statutory auditors' certificate and Audited copy of Financial statements for the financial year 2017-18, 2018-19 & 2019-20. <i>[Startup Recognition certificate required]</i>
(d) The agency should have conducted a minimum of 3 large-scale survey in the last 5 years. The sample size of such surveys should not be less than 10,000 household/units . The Agencies may associate	<ul style="list-style-type: none"> • Copy of Work order / contracts/MSA/MOUs/ certificate of completion; along with Payment details if any. 		

	with other firms in the form of a joint venture or a sub-consultancy to fulfil this criteria and agency has to indicate in their proposal whether the nature of association would be a joint venture or as a sub-consultancy		
	(e) The agency should have experience of working in departments of Government of India [including Niti Aayog] and state governments in the last 5 years	<ul style="list-style-type: none"> • Copy of Work order / contracts/MSA/MOUs/ certificate of completion; along with Payment details if any. 	
	(f) The Agency should have carried data collection exercise in at least 3 of the listed zones [6 zones] of the country in the last 5 years <i>[DPIIT Recognized Startups are exempt from this criterion]</i>	<ul style="list-style-type: none"> • Copy of Work order / contracts/MSA/MOUs/ certificate of completion; along with Payment details if any. 	
	(g) The Agency should have experience of canvassing survey using CAPI Tool/Real Time Data Collection in minimum 2 projects in the last 3 years	<ul style="list-style-type: none"> • Copy of Work order / contracts/MSA/MOUs/certificate of completion; along with Payment details if any. 	
	(h) The Agency should not have been blacklisted by central / state Government departments / undertakings.	<ul style="list-style-type: none"> • No Conviction Certificate duly signed on the Agencies Letter Head and Stamped 	
	(i) The agency should have experience of working with International Client and have International Work Experience/Exposure <i>[DPIIT recognized startups are exempt]</i>	<ul style="list-style-type: none"> • Copy of Work order / contracts/MSA/MOUs/certificate of completion; along with Payment details if any. • <i>[Startup Recognition certificate required]</i> 	
	<i>Bidders should facilitate Invest India, if so desired, to have examination of projects having been implemented and provide 3 references from prior customers.</i>		

4.	Earnest Money Deposit requested:	<p>Yes.</p> <p>The Bidder must submit an EMD of INR 1,00,000 in Indian Rupees in the form of a Demand Draft drawn in favour of <i>“Invest India payable at New Delhi.”</i></p> <p>[DPIIT recognized startups & MSMEs are exempt].</p> <p>Further physical copy of EMD shall be submitted at Invest India office premises on or before the due date for bid submission addressed to: Rishabh Katyal Invest India Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 M: +91 9999987888 E: procurement@investindia.org.in Cc: rishabh.katyal@investindia.org.in</p> <p><i>[DPIIT Startup Recognition Certificate & MSME certificates are required]</i></p>
5.	Technical and Financial Proposals requested:	Yes
	Name, objectives, and description of the assignment:	As detailed in TOR (Section 5)
6.	Pre-bid conference:	<p>Contact details for pre-bid conference: Rishabh Katyal Invest India Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 M: +91 9999987888 E: procurement@investindia.org.in [Cc to rishabh.katyal@investindia.org.in] W: www.investindia.gov.in Bidders need to send their Pre-Bid queries by 5th November 2020 7:00PM</p>
7.	Clauses on fraud and corruption in the Contract:	Clause 2.3 of Section 2
8.	Number of days during which clarifications to be sought before the Bid submission date:	<p>No clarifications for the queries will be sought after the date pre-bid i.e. 5th November 2020. Responses of queries received till 5th November 2020 will be released by 7th November 2020 in the Invest India website</p>

9.	Address for requesting clarifications is:	Rishabh Katyal Invest India Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 M: +91 9999987888 E: procurement@investindia.org.in [Cc to rishabh.katyal@investindia.org.in] W: www.investindia.gov.in
10.	Language(s) of the submitted proposals & Reports that are part of the assignment must be written in the following language(s):	English The Contract to be signed with the successful Agency shall be written in the English language, which shall be the language that shall govern the contractual relations between Invest India and the successful Agency.
11.	Contract, short listed Agency/entity may associate with other Agencies:	Yes <i>[Prior approval of Invest India required for the same]</i>
12.	Training is a specific component of this assignment:	No
13.	Taxes: [Specify Agency's liability:] Amounts payable by the Invest India to the Agency under the Contract shall be the Contract price inclusive of all taxes and duties and after deductions indicated in clause 6.2.13	As per Clause 2.27 of Section 2 Yes
14.	Bidder to state cost in the national currency:	Cost to be stated in Indian Rupees
15.	Proposals must remain valid for one hundred twenty (120 days) after the submission date, i.e., until:	Date: 18 th March 2021
16.	Address to submit one soft copy of all the documents in the form of an e-file over email	Rishabh Katyal Invest India Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 M: +91 9999987888 E: procurement@investindia.org.in [Cc to rishabh.katyal@investindia.org.in] W: www.investindia.gov.in

Technical Evaluation		
Number of points to be given under each evaluation criteria for technical evaluation: 100 Marks		
Criteria	Marks Obtained	Criteria for Awarding Marks
Number of Years in Business	6	<ul style="list-style-type: none"> (> 5 years) = 6 (> 3 years & <= 5 years) = 4 (= 3 years) = 2
Financial Turnover for last three financial years (i.e. 2017-18, 2018-19 & 2019-20)	6	<ul style="list-style-type: none"> (>5 crores) = 6 (> 2 crores & <= 5 crores) = 4 (=2 crores) = 2
Experience of conducting surveys at least 3 on Manufacturing/Services/Socio-Economic/ Employment & Un-employment /Education /Health/Demography or other surveys including Lead partner or any other member of joint venture/ sub-consultancy	6	<ul style="list-style-type: none"> (>10 surveys of size at least 5000 sample units) = 6 (>5 & <=10 surveys of size with at least 5000 sample units) = 4 (>3 & <=5 surveys of size with at least 5000 sample units) = 2 (=3 surveys of size with at least 5000 sample units) = 1
Experience of conducting minimum of 3 large scale survey. The sample size of such surveys should not be less than 10,000 household/units.	6	<ul style="list-style-type: none"> (>10 surveys of size at least 10,000 sample units) = 6 (>5 & <=10 surveys of size with at least 10,000 sample units) = 4 (>3 & <=5 surveys of size with at least 10,000 sample units) = 2 (= 3 surveys of size with at least 10,000 sample units) = 1
Experience of working in at least 3 zones of the country	5	<ul style="list-style-type: none"> (= 6 Zones) = 5 (= 5 Zones) = 4 (= 4 Zones) = 3 (= 3 Zones) = 2
Experience in CAPI based work [Minimum 2 projects in last 3 years]	4	<ul style="list-style-type: none"> (>5 projects) =4 (>2 & <= 5 projects) = 3 (=2 projects) =2
Client Profile [Experience of working in departments of Government of India [including Niti Aayog] and state governments]	4	<ul style="list-style-type: none"> (>5 Projects) =4 (>3 & <=5 Projects) =3 (>1 & <=3 Projects) =2 (=1 Project) = 1
Experience of working with International Client	3	<ul style="list-style-type: none"> (>5 Clients) =3 (>1 & <=5 Clients) =2 (=1 Client) = 1
Total	40	
Extent of understanding of the Scope of Work &	7	<ul style="list-style-type: none"> Tasks and Deliveries fully specified = 7 Partially specified = 3

Implementation Schedule		
Practicality of the proposed Approach & Methodology	10	<ul style="list-style-type: none"> • Approach to be adopted = 5 • Methodology proposed = 3 • Project plan with detailed activity schedule = 2
Appropriateness of the implementation schedule to the project timelines	6	<ul style="list-style-type: none"> • Tasks and deliverables fully specified = 6 • Partly specified = 3
Quality assurance	7	<ul style="list-style-type: none"> • Tasks and deliverables fully specified = 7 • Partly specified = 3
Total	30	
Team Composition		
Core Team (Survey)		
Team Leader- Post Graduate in Social Sciences/MBA /Economics/Statistics/Mathematics with Minimum 15 years of relevant experience in project management and team management and at least 10 years managing and leading the surveys	10	<ul style="list-style-type: none"> • (Relevant Experience of at least 15 years) AND (> 15) years of managing and leading the surveys) = 10 • (Relevant Experience of at least 15 years) AND (> 10 & <=15) years of managing and leading the surveys) = 7 • (Relevant Experience of at least 15 years) AND (10 years of managing and leading the surveys) = 5
Zonal Coordinator: Postgraduate in Statistics / Economics / Mathematics/Social Science with at least 10 years of experience in project management, logistic plan and team management and 5 years of experience in industrial survey management.	10	<ul style="list-style-type: none"> • Relevant Experience of at least 10 years) AND (> 7) years of experience in industrial survey management) = 10 • (Relevant Experience of at least 10 years) AND (> 5 & <=7) years of experience in industrial survey management) = 7 • (Relevant Experience of at least 10 years) AND (5 years of experience in industrial survey management) = 5
Data Analyst- Post Graduate in Statistics / Mathematics / Economics with at least 5 years of experience in data analysis work and large data handling. Should have thorough knowledge of working on spreadsheets and also on statistical application software such as, SPSS etc.	6	<ul style="list-style-type: none"> • > 5 years of experience in data analysis work =6 • 5 years of experience in data analysis work = 4
Field Enumerator Minimum graduate. Minimum 3 years of	4	<ul style="list-style-type: none"> • > 3 years of experience in industrial survey =4

	experience in industrial survey.		<ul style="list-style-type: none"> 3 years of experience in industrial survey = 2 	
	Total	30		
18.	<p>The bidder will be required to make presentation on its Proposal covering Experience/Technical Proposal Including Implementation Methodology, Team Composition, Work Schedule and Activity Schedule, the date and time for which will be intimated individually.</p> <p>Committee will evaluate the proposal and allot the marks on the above-mentioned criteria.</p>			
19.	<p>Financial Evaluation: Invest India shall shortlist all the bidders who secure the minimum required marks. The minimum cut off will be 60 % (Sixty Percent). <i>Financial proposals of only the Companies scoring minimum 60% marks in technical bid will be evaluated.</i> The proposal with the lowest total bid value shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.</p>			
20.	<p>Combined Evaluation: Based on the criteria in item No. 17 the Technical Scores will be assigned and will have a weightage of 70%. The Financial scores calculated based on the Financial Proposals will be allotted a weightage of 30%. The total score shall be obtained by weighing the technical and financial scores in the ratio of 70:30 and adding them up. Based on combined weighted technical and financial score, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest total combined technical and financial score will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The bidder securing the highest combined marks will be considered for award of the contract.</p>			
21.	Address for correspondence:	<p>Rishabh Katyal Invest India Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 M: +91 9999987888 E: procurement@investindia.org.in [Cc to rishabh.katyal@investindia.org.in] W: www.investindia.gov.in</p>		
22.	Return of unopened financial proposals	<p>The financial proposals of those bidders that do not meet the minimum qualifying criteria or considered non-responsive to the RFP shall be returned within 30 days of the completion of technical evaluation process.</p>		
23.	Terms of Payment	<p>The financial bid is to be submitted as per <u>Financial Bid Proposal Sheet, Form Fin 2</u>.</p> <p>The payments will be made on milestones basis as defined in clause 6.2.17 The bill is to be submitted on completion of each milestone and Invest India approval on the same. TDS deduction shall be made at the prescribed rates.</p> <p>Invest India shall not make any advance payment of amount payable to vendor.</p>		

		The fees shall be paid only after submission of work done report and other supporting agreed at the time of finalization of contract for the respective milestones and on satisfaction of Invest India.
24.	Commencement of assignment:	On the date and at the location specified in the LOA/Contract
25.	Expected Timelines:	Bidders should provide a detailed timeline of events and deliverables

IMPORTANT DATES:

RFP Issue Date	26 th October 2020
Last Date for Query Submission	5 th November 2020 7:00PM
Pre-Bid Meeting	5 th November 2020 4:00PM
Response to Query Submission	7 th November 2020
Last Date for Bid Submission	18 th November 5:00PM
Pre-Qualification & Technical Bid Opening	19 th November 12:00 PM
Technical Solution Presentation & Evaluation	23 rd – 24 th November 2020
Financial Bid Evaluation	26 th November 2020

SECTION 2: INSTRUCTIONS TO BIDDERS

Preface

Invest India is set up as a non-profit venture under the Department for Promotion of Industry & Internal Trade, Ministry of Commerce and Industry, Government of India. Operationalized in early 2010, the Agency has been set up as the dedicated investment promotion agency (IPA) for attracting investments into the country in a structured, focused, and comprehensive manner.

Invest India is the first point of reference for foreign investors, and investment promotion and facilitation constitute the core mandate of the Agency. Its services include providing quality input and support services to Indian and overseas enterprises — through granulated, sector- and state-specific information, assistance with location identification, expedition of regulatory approvals, facilitation of meetings with relevant government officials, organization of investment road shows and roundtables, and aftercare services that include initiating remedial action on problems faced by investors by involving the government department concerned.

The Government of India (GOI) views the current Covid'19 crisis as an opportunity to achieve economic self-reliance (Aatmanirbhar Bharat Abhiyan) and promote local economy. In this regard, previously envisioned objective of achieving 25% share of manufacturing sector in GDP by 2025 would require attracting investments facilitated by industrial infrastructure and policy support from the government. Department for Promotion of Industry and Internal Trade (DPIIT), being the nodal department for Industrial policy is continually taking measures to enhance growth in productivity, and competitiveness of Indian industrial ecosystem where world class industrial infrastructure would be integral in providing conducive environment for investments in manufacturing.

A major step taken in this direction has been the development of Industrial Information System (IIS). Details of more than 3350 industrial parks and clusters covering over 4.8 lakh hectare land have already been uploaded on the system and integrated with various GIS layers, which help investors in assessing industrial infrastructure and the larger industrial ecosystem in the country.

DPIIT had launched Industrial Park Rating System (IPRS) which was organized as a pilot level exercise in 2018 with support from ADB. IPRS was conceptualized with an aim to enhance industrial infrastructure competitiveness and support policy development for enabling industrialization across the country. This rating system was based on a framework that supported in identification of enablers required for

development of industrial infrastructure across the nominated parks in the country. The pilot level workshop for IPRS was organized on 18th November 2018 and the system was launched by Union Minister for Commerce and Industries, Government of India.

Now, DPIIT aims to develop 'Industrial Park Rating System 2.0' that shall widen its coverage and aim to bring in qualitative assessment further to the pilot phase. ***IPRS 2.0 aligns with Aatmanirbhar Bharat Abhiyan and aims to enhance industrial competitiveness.*** IPRS 2.0 shall be developed to achieve the following objectives:

-

- To improve industrial infrastructure
- Support EoDB reform agenda of reducing information asymmetry between investors and policy makers
- Enable states to showcase their structure interventions
- Recognize best practices and promote competition amongst parks
- strengths and promote investment in the state industrial ecosystem

2.1 Introduction

2.1.1 **Invest India** will select a bidder in accordance with the method of selection specified in the Data Sheet.

2.1.2 The bidders are invited to submit a proposal in two parts - the Technical part in the form of an e-file on the procurement.investindia@org.in mail id stated in point 16 of Datasheet.; and the Financial part in the form e-file which is password protected, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. **Late bids i.e. bids received after the specified date in the data sheet will not be considered.** The Proposals submitted will be the basis for signing the contract with the selected bidder.

Further physical copy of EMD shall be submitted at Invest India office premises

on or before the due date for bid submission addressed to:

Rishabh Katyal
Invest India
Vigyan Bhawan Annexe
Maulana Azad Road | New Delhi 110011
M: +91 9999987888
E: rishabh.katyal@investindia.org.in

2.1.3 The Bidders are required to familiarize themselves with the local conditions and take them into account while preparing their proposals. To obtain first-hand information on the assignment and local conditions, bidders are advised to attend a pre-bid conference as specified in the Data Sheet. Attending the pre-bid conference is optional. Bidders should contact **Invest India's** representative named in the Data Sheet to obtain additional information on the pre-bid conference.

2.1.4 Bidders shall bear all costs in connection with the preparation and submission of their proposals, attending pre-bid conference, etc.

2.2 Documents part of RFP

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

Section 1 - Letter of Invitation (including Data Sheet)

Section 2 - Instructions to Bidders

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6- Standard Form of Contract

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

2.2.3 Bidders shall bear all costs in connection with the preparation and submission of their proposals, attending pre-bid conference, etc.

2.2.4 **Invest India** may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for bonafide reasons, which will be notified to all the Bidders invited to tender. Further **Invest India** hereby reserves its right to annul the selection process at any time prior to the contract award without incurring any liability towards the Tenderers.

2.3 Fraud / Corruption

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

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;
- (b) “fraudulent practice” means a misrepresentation or omission of facts to influence a selection process or the execution of a Contract;
- (c) “collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of **Invest India**, designed to establish prices at artificial, noncompetitive levels.
- (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract. **Invest India** will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and
- (e) **Invest India** will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

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

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

2.4 Only one Proposal

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

2.5 Proposal Validity

- 2.5.1 The Data Sheet indicates how long Bidders' proposals must remain valid after the submission date. During this period, Bidders shall ensure the availability of professional staff nominated in the Proposal. Should the need arise, **Invest India** may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, which would be considered in the final evaluation for Contract award. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals.

2.6 Clarification and Amendment of RFP Documents

- 2.6.1 Bidders may request for clarifications on any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to **Invest India's** address indicated in the Data Sheet. **Invest India** will respond in writing, or by standard electronic means. Should **Invest India** deem it necessary to amend the RFP as a result of a clarification, it shall do so by the following procedure.
- 2.6.2 At any time before the submission of Proposals, **Invest India** may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be binding on all bidders. To give Bidders reasonable time in which to take an amendment into account in their Proposals, **Invest India** may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 2.6.3 **Pre-bid conference:** Pre-bid conference will be held as specified in the Data Sheet for clarifying issues and doubts, if any, concerning the subject matter of study. Inputs from the prospective bidders will also be sought if considered necessary.

2.7 Preparation of Proposals

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

2.7.2 In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal

2.7.3 **Invest India** will not be liable for additional cost compensation in case bid proposal is based on inadequate or under-estimated staff months.

The Financial Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case the bid shall be accompanied by a certificate of authority. The technical bid needs to be received from the official email Id of the Principal officer of the Agency or his duly authorized representative, an email authorizing the person to be the authority from the principal officer must be attached in the email as well. The sender's ID needs to be mentioned on the agency's official website as well. **A bid which does not fulfill this criterion will be treated as ineligible and will be liable to be rejected.**

2.8 Earnest Money Deposit (EMD)

2.8.1 The Bidders must submit an Earnest Money deposit of INR 1,00,000 (One Lakh Rupees) in the form of a bank draft along with a Technical proposal. DPIIT recognized Startups as well as Micro and Small Enterprises are exempt from submitting an EMD as per GFR Rule 170(i).

2.8.2 The EMD shall be in Indian Rupees only. The Bank Draft should be drawn in favor of **Invest India** and payable at New Delhi.

2.8.3 Unsuccessful Bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days after the final selection.

2.8.4 The successful Bidder's EMD will be discharged only after the completion of the contract papers and submission of Performance Guarantee.

2.8.5 The EMD shall be forfeited:

- a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
- b. Or in case of a successful Bidder, if the Bidder fails to sign the contract; or
- c. If a bidder fails to furnish the Performance Guarantee.
- d. If the bidder furnishes wrong or misleading information in their documents.

2.8.6 Proposals not accompanied by EMD will not be considered for Technical and Financial evaluation.

DPIIT recognized Startups are exempt from EMD submission as per GFR guidelines.

[DPIIT Startup Recognition Certificate & MSME certificates are required to be submitted respectively]

Further physical copy of EMD shall be submitted at Invest India office premises

on or before the due date for bid submission addressed to:

Rishabh Katyal
Invest India
Vigyan Bhawan Annexe
Maulana Azad Road | New Delhi 110011
M: +91 9999987888
E: rishabh.katyal@investindia.org.in

2.9 Pre-Qualification Criteria

2.9.1 The bidder should have been in operation for at least **three years** as on September 30, 2020.

(Incorporation/ Registration Certificate required)

[DPIIT Recognized Startups are exempt from this criteria - Startup Recognition certificate required]

2.9.2 The Agency should have a minimum average annual turnover of Rs. 2 Crores (Rupees Two Crores) during the last three financial years (i.e. 2017-18, 2018-19 & 2019-20)

(CA Certificate & Audited Financial Statements)

[DPIIT Recognized Startups are exempt from this criteria - Startup Recognition certificate required]

2.9.3 The agency should have a valid PAN and Goods & Service Tax registration in India.

(Copy of PAN card and Goods & Service Tax Registration)

2.9.4 The agency should have conducted a minimum of 3 large-scale surveys in the last 5 years. The sample size of such surveys should not be less than 10,000 household/units. The Agencies may associate with other firms in the form of a joint venture or a sub-consultancy to fulfil this criteria and agency has to indicate in their RFP whether the nature of association would be a joint venture or as a sub-consultancy

(Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document along with payment details, if any)

2.9.5 The agency should have experience of working with Government Departments/ Ministries in the last 5 years

(Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document along with payment details, if any)

2.9.6 The Agency should have carried data collection exercise in at least 3 of the listed zones of the country

in the last 5 years.

(Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document along with payment details, if any)

[DPIIT Recognized Startups are exempt from this criteria - Startup Recognition certificate required]

2.9.7 The Agency should have experience of canvassing survey using CAPI Tool/Real Time Data Collection in minimum 2 projects in the last 3 years.

(Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document along with payment details, if any)

2.9.8 The Agency should not have been blacklisted by central / state Government departments / undertakings.

(No Conviction Certificate duly signed on the Agencies Letter Head and Stamped)

2.9.9 The agency should have experience of working with International Client and have International Work Experience/Exposure

(Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document along with payment details, if any)

[DPIIT Recognized Startups are exempt from this criterion - Startup Recognition certificate required]

Note: Documentation shall be required for all the pre - qualification requirements.

2.10 Technical Proposal

2.10.1 Bidders are required to submit an original Full Technical Proposal in an email to procurement@investindia.org.in with the subject **“Technical Bid - *AGENCY NAME* - Selection of Agency for Survey of IPRS 2.0 Tenant Feedback”**.

Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (i) using the attached Standard Forms (Section 3).

- a. Format of e-letter to be submitted by the Bidder along with the Proposal (letter of proposal submission) (Form TECH-1A)
- b. Bidder's Authorization Certificate (TECH-1B)
- c. A brief description of the Bidders' organization and an outline of recent experience of the Bidder, in Form TECH-2 of Section 3.
- d. Comments and suggestions may be proposed on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment. The bidder however, should not make any deviation from the Terms of Reference, which reduces the scope of services. (Form TECH-3 of Section 3). The bidder may suggest their own methodology, work plan over and above the ones detailed in the project report.
- e. A description of the approach, methodology, and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, activity schedule, organization and staffing. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3.
- f. The work plan should be consistent with the Work Schedule (Form TECH-5 of Section 3) which will show in the form of a bar chart, the timing and methodology proposed for each activity.
- g. The team composition by area of expertise along with resumes, the position that would be assigned to each staff team member, and their tasks (Form TECH-6 of Section 3).
- h. Comments, if any, on the Standard form of Contract as given in Section 3 of the RFP may be given as per Form TECH 7. However, **Invest India** is not bound to accept any/ all suggestions proposed and may reject any such suggestion.
- i. Information on conflicting activities, if any, should be given as per Form TECH-8.

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

2.11 Financial Proposals

2.11.1 The bidder should submit the financial bid as per the format indicated in FORM FIN 2 in a separate file with password protected document. The quote should be in Indian Rupees and should be inclusive of all taxes as applicable. The Financial Proposal shall be prepared using the attached Standard Form (Section 4).

2.12 Conflict of Interest

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

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

2.13 Conflicting activities

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

2.14 Conflicting assignments

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

2.15 Ownership Rights

2.15.1 Ownership of all new artifacts (creatives, pictures, videos, etc.) create during this assignment will rest with **Invest India** and it will have the right to resell/ implement the same with any other organization.

2.16 Conflicting relationships

- 2.16.1 The bidder (including its personnel) that has a business or family relationship with a member of **Invest India**'s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to **Invest India** throughout the selection process and execution of the Contract.
- 2.16.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of **Invest India**, or that may reasonably be perceived as having this effect. Failure to disclose the said situations may lead to the disqualification of the bidder or the termination of its Contract.

2.17 Negotiations

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

2.18 Performance security

- 2.18.1 For the due performance of the assignment in accordance with the terms and conditions specified, the selected Agency shall on the day or before signing the contract which shall not be later than 30 (thirty) days from the issue of the Letter of Award, furnish to **Invest India** a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to ten percent (10%) of cost mentioned in the *financial bid/cost of service*. This performance guarantee will be released after successful completion of the whole Project.
- 2.18.2 The Bank Guarantee/s shall be in favor of **Invest India**, issued by the State Bank of India or any Nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to **Invest India**. The Bank Guarantee/s shall be on the Proforma, which has been provided by **Invest India**.
- 2.18.3 It is expressly understood and agreed that the performance security is intended to secure performance of entire contract. It is also expressly understood and agreed that the performance security is intended to cover all the damages detailed / stipulated in various clauses in the Contract document.

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

2.19 Confidentiality

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

2.20 Authorization of signatory:

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

2.21 Submission, Receipt, and Opening of Proposals

2.21.1 The original proposals needs to be submitted via email to procurement@investindia.org.in [Cc to rishabh.katyal@investindia.org.in] and must be addressed to:

Rishabh Katyal
Invest India
Vigyan Bhawan Annexe
Maulana Azad Road | New Delhi 110011
T: 011 23048246 M: +91 9999987888

- a. **E-file 1:**
 - i. Demand Draft for Earnest Money Deposit
 - ii. Technical Bid
- b. **E-file 2:** Financial Bid (encrypted with password)

2.21.2 Details of the contents of the e-file are given in the following table:

E-file 1	<ul style="list-style-type: none"> • The Bidder must submit an EMD which shall be in the form of a Demand Draft in Indian Rupees only. The Bank Draft should be drawn in favour of Invest India and payable at New Delhi. [Further physical copy of EMD shall be submitted at Invest India office premises on or before the due date for bid submission addressed to: Rishabh Katyal Invest India Vigyan Bhawan Annexe Maulana Azad Road New Delhi 110011 M: +91 9999987888 E:rishabh.katyal@investindia.org.in • The Technical Proposal shall be prepared in accordance with the requirements specified in clause 2.10 of Section 2 in the Tech forms prescribed in Section 3 in this RFP. The Technical Bid should be submitted via email on the below mentioned ID on or before the bid submission due date- • procurement@investindia.org.in ; [Cc to rishabh.katyal@investindia.org.in] • The first e-file needs to contain the Agency name and EMD demand draft
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<p>E-file 2: Financial bid</p>	<ul style="list-style-type: none"> • The Financial bid shall be submitted in a password protected e-file over email as per the format prescribed in Section 4 of this RFP. • The Financial bid shall be submitted on Soft Copy only. • The words “Financial bid- Selection of Agency for Survey of IPRS 2.0 Tenant Feedback” shall be written on the soft copy. The soft copy shall be signed by the authorized signatory using appropriate measures on all the pages before being put in the e-mail and soft copy must contain digital signature on all pages. The e-file should also be named “Financial bid- Selection of Agency for Survey of IPRS 2.0 Tenant Feedback” <p>Note: E-file must be password protected or else will lead to rejection of the bid and passwords will be disclosed only at the time of opening of the financial bid.</p>
<p>E-mail</p>	<ul style="list-style-type: none"> • Both E-file 1 and E-file 2 should be attached in the email which shall be mailed. The e-mail must clearly indicate the name of the project (“Proposal for Selection of Agency for Survey of IPRS 2.0 Tenant Feedback”) <p>This email shall be sent to procurement@investindia.org.in [Cc to rishabh.katyal@investindia.org.in] on or before the due date and time 18th November 2020; 5:00 pm</p> <p>Proposal received after the given deadline will not be accepted.</p>

- 1.. **Invest India** shall not be responsible for misplacement, loss or premature opening of the mail if not named clearly. This circumstance may be a case for proposal rejection. If the Financial

Proposal is not submitted in a separate file with password protection duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 2.. The Proposals must be sent to the email id indicated in the Data Sheet and received not later than the time and the date indicated in the Data Sheet. Any proposal received after the deadline for submission shall be disqualified.

2.22 Proposal Evaluation

- 2.22.1 From the time the Proposals are opened and up to the time the Contract is awarded, the bidders shall not contact **Invest India** on any matter related to its Technical and/or Financial Proposal. Any effort by bidder to influence **Invest India** in the examination, evaluation, ranking of Proposals, canvassing in any form or recommendation for award of Contract, may result in the rejection of the bidder's Proposal.
- 2.22.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and financial bid opening conducted.

2.23 Evaluation of Technical Proposals

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

2.23.3 The proposal shall be rejected if bidder does not fulfill the eligibility criteria or the validity period of the proposal is less than 120 days.

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

2.24 Public Opening and Evaluation of Financial Proposals

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

2.24.2 Financial Proposals shall be opened through video conferencing (An online link will be shared by Invest India). The bidders will share the passwords of the protected file of financial proposal submitted in the presence of all the bidder's and Invest India representatives attending the meeting. The name of the bidders whose technical proposal is found responsive (i.e. identified benchmark) shall be read out. The Financial Proposal of the bidders who meet the minimum qualifying mark will be opened one by one & the qualified bidder will then share the password of the protected file during the videoconference. These Financial Proposals of the bidders who meet the qualifying mark as indicated in the Data Sheet shall be then opened, and the prices read aloud and recorded.

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

2.25 Combined Evaluation

2.25.1 Based on the criteria in item No. 20 of Data Sheet the combined score shall be obtained by weighing the technical and financial scores in the ratio of 70:30 and adding them up. Based on combined weighted score for technical and financial, the bidder shall be ranked in terms of

total score obtained. The proposal obtaining the highest combined score in evaluation will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. **The bidder securing the highest combined marks will be considered for award of the contract.**

Example:

As an example, the following procedure will be followed. The minimum qualifying marks for technical qualifications is 60 and the weightage of the technical bids and financial bids is kept as 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 60. All the 3 proposals are, therefore, found technically suitable and their financial proposals will be opened after notifying the date and time of bid opening to the successful participants. 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 $LTBV / TBV$, where LTBV stands for Lowest Total Bid Value and TBV stands for Total Bid Value, the committee will give them the following points for financial proposals:

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

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: 77.4 points	: H3
Proposal B: 86 points	: H2
Proposal C: 90.3 points	: H1

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

In the event of a tie in the final scores, the agency having the higher Technical score amongst the two would be preference.

2.26 Information

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

2.27 Taxes

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

2.27.2 The Financial Proposal shall include all commercial implications and all applicable taxes

2.27.3 Bid/Contract price shall remain fixed for the entire Contract period. In case an agency is selected for a specific segment of the scope, the cost associated with the aforementioned section will be considered as the Contract price.

2.28 Award of Contract

2.28.1 The bidder securing the highest combined score will be considered for award of Contract. Invest India may, after hearing all technical presentations, choose to evaluate the vendors on specific sections of the scope of work, thus consider only the costing for the technically evaluated sections during the financial bids.

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

2.28.3 The selected bidder is expected to commence the assignment on the date and at the location

specified in the LOA/ Contract.

- 2.28.4 If the selected bidder does not sign the Contract within the stipulated period or does not submit the Performance Guarantee within time, the LOA may be cancelled and EMD may be forfeited and the bidder securing the next higher combined marks will be considered for award of Contract.

SECTION 3: TECHNICAL PROPOSAL- STANDARD FORMS

Pre-Qualification Checklist:

2	Pre-Qualification Criteria and Supporting Documents	Compliance X / √	Reference Document Page no
2.1	Are you a DPIIT recognized Startup? If not, your Agency must be in operation for a minimum of 3 years as on 30 th September, 2020		
	Attach Incorporation/ Registration Certificate or any other supporting document/ DPIIT recognition certificate		
2.2	Do you have the Agency should have a valid PAN and GST in India?		
	Copy of PAN card and Goods & Service Tax Registration certificate		
2.3	Are you DPIIT recognized startup? If not, is your average annual turnover for the last 3 years is minimum 2 crores?		
	CA certification & Financial statements for the FY 17-18, 18-19 & 19-20 & DPIIT Registration certificate		
2.5 (a)	Do you have an experience of conducting a minimum of 3 large-scale surveys in the last 5 years? The sample size of such surveys should not be less than 10,000 household/units.		
	Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document		
(b)	Do you have an experience of working with Government Departments working in departments of Government of India [including Niti Aayog] and state governments.		
	Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document		
(c)	Are you a recognized startup? If no, have you carried data		

	collection exercise in at least 3 of the listed zones of the country in the last 5 years		
	Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document/Startup Recognition certificate.		
(e)	DO you have an experience of canvassing survey using CAPI Tool/Real Time Data Collection in minimum 2 projects in the last 3 years		
	Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document		
(f)	Have you been blacklisted by central / state Government departments / undertakings? If no, please provide the document.		
	No Conviction Certificate duly signed on the Agencies Letter Head and Stamped		
(g)	Are you a recognized startup? If no, do you have experience of working with International Client and have International Work Experience/Exposure		
	Copy of Work order / contracts/MSA/MOUs/certificate of completion, any other relevant document/ Startup Recognition certificate.		
2.6	Have you attached the INR 1,00,000 Demand Draft for EMD? DPIIT recognized Startups & MSME are excused from the same requirement. Demand Draft/ MSME Certificate/DPIIT Startup Recognition certificate		

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

Tech Forms Checklist:

TECH FORMS	FORM NAME	X / v	Mention list of all supporting documents attached (if any) & page no reference
TECH-1A	Letter of proposal submission		
TECH-1B	Bidder's Authorization certificate		
TECH-2	Bidder's organization and experience		
TECH-3	Comments or suggestions on the Terms of Reference		
TECH-4	Description of the approach, methodology and work plan for performing the assignment/ job		
TECH-5	Work Schedule – Indicative (To Be Provided by vendor)		
TECH-6	Team composition and task assignments/ jobs Daily reports with work allocated to each will be required during engagement		
TECH-7	Comments/ modifications suggested on Draft Contract		
TECH-8	Information regarding conflicting activities and wrong declaration thereof		

(On Bidder's Letter-head)

Form Tech 1A: Letter of E-Proposal Submission

[Location, Date]

To

Invest India,

Dear Sir

We, the undersigned, offer to provide the complete solutions for Selection of Agency for Survey of IPRS 2.0 Tenant Feedback. In accordance with your Request for Proposal dated xx. We are hereby submitting our proposal, which includes EMD, Technical Proposal and also the Financial Proposal as indicated in clause 2.8, 2.10 & 2.11 of Section 2.

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

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

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

Yours faithfully,

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

Name and Title of Signatory:

Name of Bidder:

Address:

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

Form Tech 1B: Bidder's Authorization Certificate

To,

Invest India,

<Bidder's Name> _____, <Designation> _____ is
hereby authorized to sign relevant documents on behalf of the Agency in dealing with
proposal of Selection of a Agency for Survey of IPRS 2.0 Tenant Feedback, reference
<Reference No. & Date> _____ . He/
She is also authorized to attend meetings and submit technical & financial information as
may be required by you in the course of processing above said proposal.

Thanking you,

Authorized Signatory.

<Agency Name>

Seal

Form Tech 2: Bidder's Organization and Experience

(A) Bidder's Organization

Provide here a brief description of the background and organization details of your organization/entity and each associate for this assignment. The brief description should include following details with relevant supporting -

Particulars	Details
Organization name	
Nature of organization	
Address	
Company's website link	
Company Landline and fax No.	
Ownership Details	
Date & Place of Incorporation	
Objectives of the organization	
Average Annual T/O (FY 17-18 to FY 19-20)	
Contact person 1	
Contact Person phone no and fac	
Contact Person Designation	
Contact Person email ID	
Contact person 2	
Contact Person phone no and fac	
Contact Person Designation	
Contact Person email ID	

Relevant supporting for the above to be provided

(B) Bidder's Experience

Using the format below, please provide information on each assignment/job for which your organization, had legally contracted either individually as a corporate entity or as one of the major partners within an association, or as a partner in a consortium, for carrying out assignment/job similar to the ones requested under this assignment/job (exact assignment / job details may be submitted). Please note that assignments completed by individual professional staff working privately or through other third party entities shall not be claimed as the experience of the bidder, or that of the bidder's associates, but may be claimed by the professional staff themselves in their CVs submitted hereunder. Further, bidders should provide 2-3 references in relation to the experience of similar assignments so that Invest India can substantiate the claimed experience.

Information to be provided for each of the below mentioned natures for which your organization, had legally contracted either individually as a corporate entity or as one of the major partners within an association, or as a partner in a consortium, for carrying out assignment/job similar to the ones requested under this assignment/job (exact assignment / job details may be submitted).

- (a) Experience of conducting surveys on Manufacturing/Services/Socio-Economic/ Employment & Un- employment /Education /Health/Demography or other surveys including Lead partner or any other member of joint venture/ sub- consultancy
- (b) Experience of conducting minimum of 3 large scale survey. The sample size of such surveys should not be less than 10,000 household/units.
- (c) Experience of working in all zones of the country
- (d) Experience in CAPI based work
- (e) Worked with Central/State Government or Departments/NITI Aayog
- (f) Worked with other survey Organizations for conducting survey
- (g) Experience of working with International Client

Organisation's Name:

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

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

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

On the Terms of Reference

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

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

Form Tech 4: Description of Approach, Methodology and Work Plan for Performing the Assignment/ Job

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

You are suggested to present your Technical Proposal divided into the following two chapters:

- a). Technical Approach and Methodology,
- b). Organization and Staffing

- a). **Technical Approach and Methodology**: In this you should explain your understanding of the objectives of the assignment/ job, approach to the assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

This is where you present us with some remarkable survey ideas and how you would go about executing them. Ensure you cover the “Why” for each idea. While we love to hear ideas which are crazy and out of the box, we focus a lot on relevance. Make sure you have a clear understanding of the objectives of the assignment/ job, the technical approach and methodology for execution of the activities, and degree of detail required to achieve the objectives.

- b). **Organization and Staffing**: The Bidder should propose and justify the structure and composition of the team. Bidder should list the main disciplines of the assignment/ job, the key expert responsible, and proposed technical and support staff.

Our belief system focuses a lot on the people we will be interacting with on a data to day basis. It’s very important that you get your A team on board for this assignment as it will definitely be an integral part of the decision making.

Form Tech 5: Work Schedule

Implementation Schedule –Indicative (*The work schedule proposed should be in consonance with Form TECH 4.*)

S. No.	Activity ¹	Weeks ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
..														
..														
..														
..														
..														
n														

¹Indicate all main activities of the assignment, including delivery of creatives (e.g.: pictures, videos, etc.), and other benchmarks such as client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

²Duration of activities shall be indicated in the form of a bar chart.

Form Tech 6: Team Composition and Task Assignment/ Jobs

(A) - Summary of Project Team / Team Composition (Resumes to be attached)

S. No	Name	Position	Experience	Nature of Tasks which will be Performed by him/ her
1.		Team Leader		
2.		Zonal Coordinator		
3.		Data Analyst		
4.		Field Enumerator		

Note: Kindly refer to the Scope of work for Minimum experience requirement.

Resume of each of abovementioned members of the team composition to be provided

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, the details provided correctly describes the team. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Form Tech 7: Comments/ Modifications Suggested on Draft Contract

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

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

Form Tech 8: Information regarding Conflicting Activities and Wrong Declaration thereof

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

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

SECTION 4: FINANCIAL PROPOSAL- STANDARD FORMS

Form Fin 1: Financial Proposal Submission Form

[Location, Date]

To: Invest India,

Dear Sir

We, the undersigned, offer to provide the Assignment/job for selection of an Agency for Survey of IPRS 2.0 Tenant Feedback. In accordance with your Request for Proposal dated xx and our Technical Proposal, our attached Financial Proposals is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes. We hereby confirm that the financial proposals are unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of 120 days of the Proposal i.e. till_____.

Name and Address, Amount and Purpose of Commission and Gratuity to be paid to the Agents relating to the Proposal and Contract execution, if we are awarded the Contract are listed below

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

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

BID PROPOSAL SHEETS

Name of the work: **Selection of Agency for Survey of IPRS 2.0 Tenant Feedback**

Quotes submitted towards providing the required services to **Invest India**, the national investment promotion and facilitation agency for India, promoted by **Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India**, in accordance with the scope of work and terms & conditions mentioned under Scope of Services in clause 5.2, Section 5. Lump sum cost:

Particulars	Amount (INR)
Lump sum bid Inclusive of all Expenses (in INR) as per Appendix A – Breakup of cost exclusive of taxes	INR..... (in digits)
Applicable GST (in%)	
Total lump sum cost inclusive of GST	INR_____ (in digits)
Total lump sum cost inclusive of GST	INR_____ (in words)

Note:

- The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
- For the purpose of evaluation for Selection of Bidder, the total cost inclusive of taxes of all the above will be considered. However, **an agency may be hired only for only a section of the total positions quoted in the financial bid**. Resource mobilization will be done as per the needs and requirements of the project and/or with the prior approval of Invest India.
- Out of pocket including travelling, lodging etc. expenses shall not be reimbursed separately.

Appendix A –Breakup of Cost

S. no	Position	No of resource	Cost of Resource	Total
		A	B	(A * B)
1				
2				
3				
4				
Lump sum bid Inclusive of all Expenses (in INR)-exclusive of taxes				

Signature of the Authorized Signatory

Place:

Name:

Date:

Designation:

Name & Address of the Bidder:

SECTION 5: TERMS OF REFERENCE

Introduction

5.1 About Invest India

Invest India is the National Investment Promotion Agency of India. It is a joint venture between Department for Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, the State Governments and Industry Associations. Invest India serves as the first point of reference for investors in India. Investment promotion and facilitation constitute our core mandate. To know more about us, visit www.investindia.gov.in

5.2 Scope of Work

Industrial Park Rating System

Background of the Study

Industrial Infrastructure in India is dispersed across a variety of ecosystems including special economic zones (SEZs), free trade and warehousing zones, and exports processing zones, as well as integrated ecosystem concepts like Integrated Manufacturing Cluster (IMC), Special Investment Region (SIR), Industrial Corridor Nodes, Petroleum Chemicals and Petrochemicals Investment Region (PCPIR), STPIs, Food Parks, Electronic Manufacturing Clusters, Pharmaceutical Parks and Coastal Employment Unit (CEU).

The study will aim to determine and benchmark the Industrial Park Rating System across industrial parks in India. The focus is to develop a framework to evaluate the competitiveness of an industrial park against global benchmarks along the four dimensions – internal infrastructure and utilities, external infrastructure and connectivity, business services and facilities and environment and safety management. The focus is to consolidate information about the industrial landscape of India and make it available in a transparent way.

Scope of Work

The tenant feedback survey under Industrial Park Rating System will review the following main aspects by obtaining feedback and perceptions from a representative number of park tenants of the industrial park across India. The scope of work for the overall assignment is provided below:

Target Group and Process Proposes

- Considering the COVID situation and quality of data, study aims to automate process of collection of primary data using web-platform and telephonic interviews. The survey agency shall adhere to utilise the adequate system being set up by IT team of IPRS 2.0 for ensuring authentication and protection of database and ensuring objectives of conducting a tenant survey are met
- The survey agency shall record all the telephonic interviews, email responses and visit-based surveys for necessary verification and validation that may be required for managing survey quality.
- The selected agency must provide the collected data in the prescribed format developed and designed by the IT team engaged for development of IPRS 2.0 portal. This shall be done daily by the survey agency on the IPRS 2.0 portal developed for the assessment. Survey agency shall be provided with appropriate access to upload the data in the portal for further assessment.

- The target group for the Industrial Park Rating System (IPRS) survey would be the tenants across the industrial parks in India, nominated by the states [Maximum 20 parks per state]. The survey would cover an estimate of 400 industrial parks across India.
- The survey will be conducted in phases. Phase I includes tenant feedback through email and telephonic survey. Phase II (**if required, based on outcome of phase I**) includes field visits-based surveys in case of discrepancy between park developers' claim and tenant feedback
- A minimum of 15 responses per park or 25% of the occupied tenants is to be captured for all parks.

For phase I: -

- o The survey agency will reach-out to ALL tenants through email.
- o The agency is expected to make regular telephonic follow ups with tenants to ensure that the criterion of minimum responses per park is met. These calls will be for follow-up of emails requesting the tenants to fill up the survey. This will be a continuous activity and would be carried on as and when database is provided by Invest India
- o In case, the minimum responses per park (15 respondents or 25% of occupancy) is not met, the survey agency will undertake telephonic surveys to meet adequate requirements of the minimum sample size from each park.
- o Surveys from email or telephone, would be considered at par with equal weightage.

MILESTONES

Milestone	Description	Timeline
Milestone 1	Signing of the agreement.	5 th December 2020
Milestone 2	Completion of the collation of all email, telephonic and all field survey responses, AND submission of tabulated data in excel spreadsheets along with hard copies of fully completed questionnaires, recording of telephonic conversation and acceptance thereof by Invest India	15 th February 2021
Milestone 3	Acceptance of survey findings by Invest India	10 th March 2021

Invest India shall have the copyright and other related rights over survey responses and all the material collected by vendor during the course of the survey.

For phase II: -

- o For parks where there is a discrepancy between park developers' claim and tenant feedback, the survey agency will be asked to collect certain information/ data/ documents from the park developers and or tenants and/or other relevant authorities (wherever it is applicable) as guided by the verification team of IPRS 2.0.
- o The agency shall be required to conduct field visits-based surveys to up to 25 parks that may be suggested for further verification and validation of the tenant survey and developer response on the IPRS portal.
- o In case there is discrepancy in more than 25 parks, Invest India will provide the agency with the list of 25 parks for which field visits-based surveys are to be conducted.
- o The agency shall be required to cover a maximum of 10 tenants per park for the field visits-based surveys.
- o It is proposed that the remuneration for field visit based survey shall be limited to Rs. 2200 per interview. This is the only variable cost in the exercise. There will be a fixed cost for the remainder of the exercise [for the task mentioned in Phase 1] to meet the objectives of tenant survey in IPRS 2.0
- o The field visit based survey for tenant feedback and developer response shall be undertaken through hand-held devices with geo-location enabled application. The agency shall adopt appropriate CAPI method(s) for conducting the survey.

Tentative Study Area:

The study area shall comprise of the States and Union Territories of India where the nominated parks are located. The survey agency in its proposed approach may suggest clustering of States and Union Territories for the purpose of survey administration.

Research Methodology

The agency is requested to provide a detailed research methodology for the study in industrial park at the time of bidding (including rationalizations for selected methods and possible method to merge the findings of developer response and tenant feedback on likert scale). That methodology shall include - but is not limited to - the below listed aspects:

- Study design
- Data collection: research instruments, data collection methods
- Sample: sample size (incl. representativeness of the data), sampling (incl. selection of industrial park developer and tenants of the park), sample recruitment strategy
- Data management and analysis
- Quality assurance mechanisms
- Time and work plan: i.e. time and resource planning to conduct the research activities
- Mechanism such as OTP based authentication to ensure that only tenants fill up the survey should be incorporated

Selection of Manpower:

Agency will be responsible for competent team selection, training, logistic plan of the team to execute the work.

Duration of the project:

Proposed tenant feedback survey is envisaged to be completed in a total duration of 10 weeks. The survey is proposed to commence upon award of work (Tentative commencement in December 2020 and estimated completion in March 2021)

Profile of the resources

a) Team Leader

Academic background and experience:

- Minimum Post Graduate in Social Sciences/MBA /Economics/Statistics/Mathematics;
- Minimum 15 years of relevant experience in project management and team management;
- At least 10 years managing and leading the surveys;

b) Zonal / Field Supervisor / Data Scrutinizer:

Academic background and experience:

- Minimum Post Graduate in Statistics / Economics / Mathematics/Social Science;
- Minimum 10 years of experience in project management, logistic plan and team management;
- At least 5 years of experience in industrial survey management.
- Experience in CAPI work
- Similar work experience: past work experience in international organizations/governmental programs/ business companies concerning related field;
- Excellent oral/written communication skills in both English and local languages.

c) System and Data Analyst

Academic background and experience:

- Minimum Post Graduate in Statistics / Mathematics / Economics
- Minimum 5 years of relevant experience in Data Analysis and large data handling;
- Similar work experience: past work experience in international organizations/governmental programs/ business companies concerning related field;
- Excellent oral/written communication skills in both English and local languages
- Similar work experience: past work experience in international organizations/governmental programs/ business companies concerning related field;
- Excellent oral/written communication skills in both English and local languages

(d) Field Enumerator:

Academic background and experience:

- Minimum Graduate;
- Minimum 3 years of experience in the industrial survey;
- Experience in CAPI work;
- Similar work experience: past work experience in international organizations/governmental programs/business companies concerning related field;
- Excellent oral/written communication skills in both English and local languages

Training of Team

Training of Field Enumerators and Supervisors is an important activity that needs continued attention of agency throughout the life span of the project. Basic concept and methodology adopted for conduct of study would be finalized by client. The Agency will be responsible for organizing Zonal level Training for enumerators and supervisors. Considering the COVID situation training through virtual platform will be allowed.

Any other activity which is incidental to the successful completion of the survey would also form responsibility of the Agency.

SECTION 6: DRAFT FORM OF CONTRACT

Disclaimer:

Kindly note this model contract is purely for reference purposes and any changes to same shall be made solely at the discretion of Invest India.

No contractual liability/obligations are created from this model contract.

6.1 Form of Contract

This Contract is made at _____ (place) on the _____ day of the month and year) between **Invest India**, New Delhi - (hereinafter called **Invest India** of the First Party AND _____, having its office _____ (hereinafter called "Agency") of the Second Party

WHEREAS

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

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

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

1. The following documents shall be deemed to form an integral part of this agreement and shall be read together:
 - a. RFP
 - b. Corrigendum to the RFP
 - c. Contract;
 - d. LOA
 - e. Annexures to the Contract
 - f. Work Orders (if any)

2. The mutual rights and obligations of **Invest India** and the Agency shall be as set forth in the Contract, in particular:
 - a. The SCOPE OF WORK will be as per Terms of Reference of Section 5.
 - b. The activities and the deliverable against each activity would be as per Section 5

- c. The Agency shall carry out and complete the Services within the time frame indicated in RFP in accordance with the provisions of the Contract;
- d. The consideration or Contract Price shall be INR_____ **inclusive of all taxes.**
- e. **Invest India** shall make payments to the Agency in accordance with the provisions of the Contract/RFP.
- f. Detailed terms and conditions of the Contract are contained in the Contract Documents mentioned in Para 1 above. The same are to be read harmoniously

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

Signed by _____

In presence of (i)

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

(ii)

Representative]

In presence of

(Witnesses) (i)

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

(ii)

[Authorized Representative]

6.2 General Conditions of Contract

6.2.1 General Provisions

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

- i. Invest India is the National Investment Promotion and Facilitation Agency of India and acts as the first point of reference for investors in India.
- ii. "Applicable Law" means the laws and any other instruments having the force of law in India.
- iii. "Client" means **Invest India** with which the selected Agency signs the contract for the services.
- iv. "Monitoring Committee" (MC) means a Committee constituted to monitor the progress of the assignment which may make judgment giving reasons thereafter as to which shall be recorded in writing.
- v. "Agency" means any entity that may provide or provides the Services to **Invest India** under the Contract.
- vi. "Contract" means the Contract signed by the Parties and all the Contract documents listed in its Clause 1 of the Contract.
- vii. "Data Sheet" means such part of the Instructions to bidders used to reflect assignment conditions.
- viii. "Day" means calendar day.
- ix. "Effective Date" means the date on which this Contract comes into force.
- x. "GCC" means these General Conditions of Contract.
- xi. "Government" means the Government of India
- xii. "Indian Currency" means Indian Rupees (INR).
- xiii. "Instructions to Companies" (Section 2 of the RFP) means the document which provides Companies with all information needed to prepare their Proposals.
- xiv. "In writing" means communicated in written form with proof of receipt.
- xv. "Liquidated Damages" herein- may be specified as "LD".
- xvi. "Local Currency" means Indian Rupees (INR).

- xvii. "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by **Invest India** to the shortlisted Companies.
- xviii. "LOA" means the Letter of Award issued by **Invest India** conveying its acceptance of the proposal of the successful Agency.
- xix. "Party" means **Invest India** or the Agency, as the case may be, and "Parties" means both of them.
- xx. "Personnel" means professionals and support staff provided by the Companies and assigned to perform the services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the country; "Local Personnel" means such professionals and support staff who at the time of being so provided have their domicile inside the country;
- xxi. "Proposal" includes both the Technical Proposal and the Financial Proposal.
- xxii. "RFP" means the Request for Proposal prepared by **Invest India** for the selection of Companies.
- xxiii. "Services" means the work to be performed by the Agency pursuant to the Contract.
- xxiv. "Third Party" means any person or entity other than **Invest India**, or the Agency.

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

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

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

6.2.1.5 Notices:

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

Agency: _____

Attention: _____

Address with Communication details: _____

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

Agency: _____

Attention: _____

Address with Communication details: _____

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

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

Agency: _____

Attention: _____

Address with Communication details: _____

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

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

6.2.1.9 Fraud and Corruption

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

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution.

- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
- iii. “collusive practices” means a scheme or arrangement between two or more Companies, with or without the knowledge of **Invest India**, designed to establish prices at artificial, noncompetitive levels;
- iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.

6.2.1.9.2 Measures to be taken by Invest India

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

6.2.2 Commencement, Completion, Modification and Termination of Contract

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

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

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

6.2.2.4 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.

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

6.2.2.5 Force Majeure

6.2.2.5.1 Definition:

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

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

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

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

6.2.2.5.3 Measures to be taken:

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

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by **Invest India**, shall either: (i) Demobilize or (ii) continue with the Services to the extent possible, in which case **Invest India** on being satisfied shall continue to pay proportionately to the Agency and on pro-rata basis, under the terms of this Contract.

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

6.2.2.6 Suspension: **Invest India** may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

6.2.2.7 Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2.2.7.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 6.2.2.7 hereof, or upon expiration of this Contract, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 6.2.3.3 hereof, (iii) the Agency's obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records as set forth in Clause 6.2.3.7 hereof, and (iv) any right which a Party may have under the Law.

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

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

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

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

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

6.2.3 Obligations of the Agency

6.2.3.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted

professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to **Invest India**, and shall at all times support and safeguard **Invest India**'s legitimate interests in its dealings.

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

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

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

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

6.2.3.5 Agency's actions requiring Invest India's prior approval: The Agency shall obtain **Invest India**'s prior approval in writing before making any change or addition to the Personnel listed in Form TECH-6 of RFP.

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

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

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

6.2.4 Companies' Personnel

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

6.2.5 Obligations of Invest India

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

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

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

However, in case of any new or fresh tax or levy imposed after submission of the Proposal the Agency shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.

6.2.5.3 Payment: In consideration of the Services performed by the Agency under this Contract, **Invest India** shall make to the Agency such payments and in such manner as is provided by Clause 6.2.17 of this Contract and Point 23 of the Datasheet of RFP

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

6.2.6 Payments to the Agency

6.2.6.1 Total Cost of the Services:

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

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

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

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

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

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

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

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

Final Payment: The final payment shall be made only after the final deliverable and a final statement, identified as deliverable, shall have been submitted by the Agency and approved as satisfactory by **Invest India**. The Services shall be deemed completed and finally accepted by **Invest India** and the final deliverable and final statement shall be deemed approved by **Invest India** as satisfactory after ninety (90) calendar days after receipt of the final deliverable and final statement by **Invest India**, if within such ninety (90) day period, Invest India does not give written notice to the Agency specifying in detail deficiencies in the Services specified, the final deliverable or final statement.

The Agency shall thereupon promptly make all necessary corrections, and thereafter the foregoing process shall be repeated. Any extra amount, which **Invest India** has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to **Invest India** within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by **Invest India** for reimbursement must be made within two (2) calendar months after receipt by Agency of a final deliverable and a final statement approved by **Invest India** in accordance with the above.

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

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

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

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

(g) In case of earlier termination of the Contract, the payment shall be made to the Agency as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. **Invest India** shall be entitled to adjust/ recover Damages/ Compensation and Liquidated Damages due under the Contract.

6.2.7 Deductions

All payments to the Agency shall be subject to the deductions of tax at source under the relevant provisions of the Income Tax Act, and other taxes and deductions as provided for under any law, rule or

regulation. All costs, damages or expenses which **Invest India** may have paid or incurred, for which under the provisions of the Contract, the bidder is liable, the same shall be deducted by **Invest India** from any dues to the Agency.

6.2.8 Fairness and Good Faith

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

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

6.2.9 Settlement of Disputes

6.2.9.1 Amicable Settlement: Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that party, clause 6.2.9.2 shall become applicable.

6.2.9.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between Invest India and the Agency, which has not been settled amicably under the provisions of the above clause 6.2.9.1, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 and amendments under the same. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by Invest India and the Agency (Nominee Arbitrator), the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as the Presiding Arbitrator. In case of failure of any Party(s) in appointing Nominee Arbitrator within a period of Thirty (30) days from receipt of notice of invocation of arbitration/receipt of request of nomination of

arbitration, the said appointment shall be made by either Department for Promotion of Industry and Internal Trade , Ministry of Commerce and Industry or Indian Council of Arbitration (ICA). The third arbitrator shall be appointed by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of Thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by either Department of Industrial Policy and Promotion, Ministry of Commerce and Industry or Indian Council of Arbitration (ICA). The Arbitration and Conciliation Act, 1996 and any statutory modification or re- enactment thereof, shall apply to these Arbitration proceedings.

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

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

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

6.2.10 Liquidated Damages

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

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

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

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

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

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

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

6.2.11 Performance security

6.2.11.1 For the due performance of the program/ project in accordance with the terms and conditions specified in the Letter of Award (LOA) the Agency shall on the day or before signing the Contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to **Invest India** a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to 10% (Ten Percent) of Financial Bid amount/ cost of service. This performance guarantee will be released upon fulfillment of all responsibilities and completion of the project.

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

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

is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

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

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

6.2.12 Confidentiality

6.2.12.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Companies who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Agency of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the **Invest India's** antifraud and corruption policy.

6.2.13 Taxes

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

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

6.2.14 Contract Price

6.2.14.1 The financial bid is invited in the format mentioned in Form Fin 2.

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

6.2.15 Transfer of Contract

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

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

6.2.16 Miscellaneous provisions

- i. "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Agency shall notify **Invest India** of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Contract.
- iv. The Agency shall at all times indemnify and keep indemnified **Invest India** against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- v. The Agency shall at all times indemnify and keep indemnified **Invest India** against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Agency.
- vi. The Agency shall at all times indemnify and keep indemnified **Invest India** against any and all claims by Employees, Workman, Companies, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of their wages, salaries, remuneration, compensation or the like.
- vii. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- viii. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or

preference for employment of persons engaged by the Agency for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or **Invest India**.

6.2.17 Payment Terms
Phase I

The payment would be as per the Financial Bid amount/rates quoted in Form Fin 2. The payment will be made on milestone basis as mentioned below:

	Description	Timeline	% Payment
Milestone 1	On the signing of the agreement.	5 th December 2020	25%
Milestone 2	On completion of the collation of all email, telephonic and entire field survey responses, AND submission of tabulated data in excel spreadsheets along with hard copies of fully completed questionnaires, recording of telephonic conversation and acceptance thereof by Invest India	15 th February 2021	50%
Milestone 3	On acceptance of survey findings by Invest India	10 th March 2021	25%

- Above cost to be paid are inclusive of taxes.
- Selected bidder is required to submit work done report with each invoice.
- Payment will be processed on satisfaction and approval of Invest India.
- Out of pocket expenses shall not be paid separately.
- Any other relevant terms and conditions will be finalized at the time of signing of the agreement.

Phase II

Mode of Payment:

Invest India will pay the vendor fees of ₹ 2200 per questionnaire + GST as applicable which will be released in 3 installments as follows.

- i. 25% of the total fees shall be paid on the initiation of phase II
- ii. 50% shall be payable after the completion of the entire field survey and submission of tabulated data in excel spreadsheets along with hard copies of fully completed questionnaires and acceptance thereof by Invest India and the balance;
- iii. 25% shall be payable after acceptance of survey findings by Invest India.

The vendor must submit the invoice/requisition for every installment to Invest India 10 days before it is due.

Invest India shall have the copyright and other related rights over survey responses and all the material collected by vendor during the course of the survey.

6.3 Format of Bank Guarantee

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

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

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

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

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

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

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

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

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

9. Notwithstanding anything contained herein above:

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

