



## **REQUEST FOR PROPOSAL**

### **(Bidding Terms & Scope of Work)**

FOR

**Science Communication Agency**

Dated: 02 February 2021

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.

#### **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.

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## LETTER OF INVITATION

Dear Sir/Madam,

1. Invest India invites proposals from vendors for “**Selection of Science Communication Agency**”.
2. The vendors requested to carefully study the Scope of Work and technical requirements attached below.
3. Please inform us within seven (7) days of issue of RFP at the below mentioned address (email), upon receipt:

3.1 that you will submit a proposal

3.2 that you will attend the pre bid conference on **04 February 2021**

4. The information may be submitted at the following address via email to:

Nithin Chakki

Invest India.

Vigyan Bhawan Annexe

Maulana Azad Road | New Delhi 110011

M: +919880066036

E: [procurement@investindia.org.in](mailto:procurement@investindia.org.in) [Cc to [nithin.chakki@investindia.org.in](mailto:nithin.chakki@investindia.org.in)]

W: [www.investindia.gov.in](http://www.investindia.gov.in)

Yours faithfully,

Deepak Bagla

MD & CEO

## 1. INTRODUCTION

- a) Invest India is a joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations and State Governments of India. Operationalized in early 2010, Invest India has been set up as the dedicated investment promotion and facilitation agency for attracting investments into the country in a structured, focused and comprehensive manner.
- b) Prime Minister's Science, Technology and Innovation Advisory Council ("PM-STIAC") is an overarching council that facilitates the Office of the Principal Scientific Adviser to the Government of India ("PSA") and seeks to assess the status of specific science and technology exodomains, comprehend prevailing challenges, formulate specific interventions, develop a futuristic roadmap and accordingly advise the office of the Prime Minister of India. The PSA's office also oversees the implementation of initiatives emerging from deliberations at PM-STIAC, led by concerned science and technology related departments and agencies of the Government of India.
- c) **Background**

Invest India has been nominated by the **Office of PSA** as the Partner Agency for the development and maintenance of its Website and is responsible for managing and providing regular white papers and creative briefs.

To fulfil the requirement to present the context (textual, graphic, video, podcasts, etc) in a format that is engaging for a varied audience, PMSTIAC Secretariat at Invest India proposes to engage a vendor in order to ensure the content developed for the website has a responsive design and multi-channel rendering of contents and applications on smartphones, desktops, others without duplication of code or logic.

## 2. DATA SHEET

1	<b>RFP Issuing Authority</b>	Invest India is the National Investment Promotion and Facilitation Agency of India and acts as the first point of reference for investors in India		
	<b>Date of Issuance:</b>	02 February 2021		
	<b>RFP No:</b>	<b>IND/INV/20-21/PMSTIAC-1001</b>		
	<b>Method of selection:</b>	Combined Quality cum Cost Based System (CQCCBS)		
2	<b>Documents part of RFP:</b>	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	<b>Pre-Qualification Criteria:</b>	<b>S.no.</b>	<b>Criteria</b>	<b>Reference Document (mandatory)</b>
		(a)	The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India for the last 3(three) years as on 31 <sup>st</sup> December 2020.  <i>[DPIIT Recognized Startups are exempt from this criterion]</i>	Copy of Certificate of Incorporation/ Registration / MoA as applicable.  <i>[DPIIT Startup Recognition certificate required]</i>
		(b)	The Agency should have a <b>minimum average annual turnover of Rs. 50 crores</b> (Rupees Fifty crores) <b>during the last three financial years</b> (i.e., 2017-18, 2018-19 & 2019-20) <i>[DPIIT Recognized Startups are exempt from this criterion]</i>	Statutory auditors' certificate on the letter head or Audited copy of Financial statements for the financial year 2017-18, 2018-19 & 2019-20.  <i>[DPIIT Startup Recognition certificate required]</i>
		(c)	The bidder must have a dedicated manpower size of at least 100 people for undertaking creative and technical work.	List of Employees certified by The HR on Company Letterhead/ EPF or ESIC records of employees.

			<i>[DPIIT Recognized Startups are required to have at least 50 people]</i>	<i>[DPIIT Startup Recognition certificate required]</i>
		<b>(d)</b>	The Agency should have a <b>valid PAN and GST</b> in India	Copy of PAN card and Goods & Service Tax Registration certificate
		<b>(e)</b>	The Bidder should have successfully completed at least 5 (five) assignments in Science Communication in the last 3 years.  <i>[DPIIT Recognized Startups are required to have at 2 assignments of similar nature]</i>	Work orders or purchase orders, contracts, MOUs or any other relevant document evidencing the details of work performed.  <i>[DPIIT Startup Recognition certificate required]</i>
		<b>(f)</b>	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.
		<b>(g)</b>	The agency must have worked on at least one government owned or funded project in the past 5 years.  <i>[DPIIT Recognized Startups are exempt from this criterion]</i>	Work orders or purchase orders, contracts, MOUs or any other relevant document evidencing the details of work performed.  <i>[DPIIT Startup Recognition certificate required]</i>
		<p># Bidders not qualifying the above criteria or in case of any missing/invalid/inappropriate supporting evidence, bidder shall be disqualified.</p> <p># Note: <i>DPIIT Startup Recognition certificate is to be provided by the Startups in addition to the respective reference Documents.</i></p>		
<b>4</b>	<b>Bid Processing Fees &amp; Earnest Money Deposit:</b>	<p><b>Bid Processing Fees:</b></p> <ul style="list-style-type: none"> <li>• Each bidder needs to pay Non-refundable Bid processing fee of INR 10,000/- (Indian Rupees Ten Thousand only)</li> <li>• The bid processing fee must be submitted through NEFT/RTGS to Invest India.</li> <li>• <b>Bank details are mentioned below:</b> Name of Account Holder: Invest India Spark Bank Account Number: 3697041850 Bank Name: Central Bank of India Branch Name: The Ashoka Hotel, New Delhi 110021 IFSC: CBIN0280298 MICR Code: 110016007 Account Type: Current</li> </ul>		

		<p>Further physical copy of Bid Processing Fees shall be submitted at Invest India office premises on or before the due date for bid submission addressed to: Nithin Chakki, Invest India, Vigyan Bhawan Annexe Maulana Azad Road   New Delhi 110011 M: +91 9880066036 <a href="mailto:nithin.chakki@investindia.org.in">nithin.chakki@investindia.org.in</a></p> <p>[Bid Processing fees is non-refundable]</p>
		<p><b>Earnest Money Deposit (EMD):</b></p> <ul style="list-style-type: none"> <li>• The Bidders must submit an Earnest Money deposit amounting to <b>INR 50,000</b> in the form of a bank Demand Draft along with a Technical proposal. <i>[DPIIT recognized startups &amp; MSMEs are exempt]</i></li> <li>• The EMD shall be in Indian Rupees only. The Bank Draft should be drawn in favour of Invest India and payable at New Delhi.</li> <li>• Unsuccessful Bidder's EMD will be discharged / refunded as promptly as possible as but not later than 30 days after the final selection.</li> <li>• The successful Bidder's EMD will be discharged only after the completion of the contract papers.</li> <li>• The EMD shall be forfeited: <ul style="list-style-type: none"> <li>○ If a Bidder withdraws the bid after the final date of submission and during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>○ In case of a successful Bidder, if the Bidder fails to sign the contract; or</li> <li>○ If a bidder fails to furnish the Performance Guarantee.</li> </ul> </li> </ul> <p>Proposals not accompanied by EMD will not be considered for Technical and Financial evaluation.</p>
	<b>Technical and Financial Proposals:</b>	Yes. As per the clause 4(d)
<b>5</b>	<b>Name, objectives, and description of the assignment:</b>	As detailed in TOR (Clause 7)



6	<b>Pre-bid conference:</b>	<ul style="list-style-type: none"> <li>An online pre-Bid conference of the Bidders shall be convened on 04/02/2021 at 16:00 hrs.</li> <li>The invitation and the link to join the pre-bid conference would be sent to the interested Bidders separately or uploaded on the website.</li> <li>In case the day for the Pre-Bid Conference is an unscheduled holiday, the Pre-Bid Conference will be convened on the next working day at the same time and place.</li> <li>The interested bidders are required to send a confirmation email to the email id below for their virtual participation in the pre-bid conference. Nithin Chakki Invest India. Vigyan Bhawan Annexe Maulana Azad Road   New Delhi 110011 M: +91 9880066036 E: <a href="mailto:procurement@investindia.org.in">procurement@investindia.org.in</a> Cc: <a href="mailto:nithin.chakki@investindia.org.in">nithin.chakki@investindia.org.in</a>.</li> <li>Bidders need to send their Pre-Bid queries by 04/02/2021; 20:00hrs to the above address.</li> <li>Any queries requests for additional information relating to the Project should be submitted in writing by e-mail to the officer designated above in accordance with the timelines specified.</li> </ul>
7	<b>Number of days during which clarifications to be sought before the Bid submission date:</b>	No clarifications for the queries will be sought after the date for pre-bid i.e., 04 February 2021. Responses of queries received till 04 February 2021 will be released by 08 February 2021 on the Invest India website.
8	<b>Clauses on fraud and corruption in the Contract:</b>	As per clause 8 (g)
9	<b>Address for requesting clarifications is:</b>	Nithin Chakki Invest India. Vigyan Bhawan Annexe Maulana Azad Road   New Delhi 110011 M: +919880066036 E: <a href="mailto:procurement@investindia.org.in">procurement@investindia.org.in</a> [Cc to <a href="mailto:nithin.chakki@investindia.org.in">nithin.chakki@investindia.org.in</a> ]  W: <a href="http://www.investindia.gov.in">www.investindia.gov.in</a>
10	<b>Language(s) of the submitted proposals &amp; Reports that are part of the assignment must be written in the following language(s):</b>	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	<b>Contract, short listed Agency/entity may associate with other Agencies:</b>	Yes [Prior approval of Invest India required for the same]
12	<b>Training is a specific component of this assignment:</b>	No

13	<b>Taxes: [Specify Agency's liability]:</b> 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 1.7.10.11	As per 7(b)  Yes																													
14	<b>Bidder to state cost in the national currency:</b>	Cost to be stated in Indian Rupees																													
15	<b>Proposals must remain valid for one hundred twenty (120 days) after the submission date, i.e., until:</b>	Date: 15 June 2021																													
16	<b>Address to submit one soft copy of all the documents in the form of an e-file over email</b>	Nithin Chakki Invest India. Vigyan Bhawan Annexe Maulana Azad Road   New Delhi 110011 M: +919880066036 E: <a href="mailto:procurement@investindia.org.in">procurement@investindia.org.in</a> [Cc to <a href="mailto:nithin.chakki@investindia.org.in">nithin.chakki@investindia.org.in</a> ]  W: <a href="http://www.investindia.gov.in">www.investindia.gov.in</a>																													
17	<p><b>Technical Evaluation</b> Only the bidders qualifying the pre-qualification criteria mentioned in point 3 of the datasheet will qualify to give technical presentations and be evaluated on the below mentioned technical criteria.</p> <p><i>Number of points to be given under each evaluation criteria for technical evaluation: 100 Marks.</i></p> <table border="1"> <thead> <tr> <th>S.no.</th> <th>Criteria</th> <th>Total Marks</th> </tr> </thead> <tbody> <tr> <td rowspan="8">1</td> <td><b>Experience in successfully completing assignments of similar nature</b></td> <td><b>20</b></td> </tr> <tr> <td>Years in Business</td> <td rowspan="4">5</td> </tr> <tr> <td>Estimated Annual Revenue</td> </tr> <tr> <td>Team Size - Global and in India</td> </tr> <tr> <td>Recent Investments</td> </tr> <tr> <td>Flexibility to work under strict timelines</td> <td>5</td> </tr> <tr> <td>Ability to research, curate and repurpose the content</td> <td>5</td> </tr> <tr> <td>Ability to produce high quality video bites, textual &amp; infographics, podcasts</td> <td>5</td> </tr> <tr> <td>Staff that will be allocated to this project should be capable enough to handle the assignment</td> <td>5</td> </tr> <tr> <td rowspan="4">2</td> <td><b>Conceptuality Clarity, Relevance and understanding of Assignment</b></td> <td><b>20</b></td> </tr> <tr> <td>Content developed should be responsive</td> <td rowspan="3">10</td> </tr> <tr> <td>Ability to develop an organic social media strategy (including and not limited to Twitter, Facebook, Instagram, WhatsApp)</td> </tr> <tr> <td>Clear knowledge of the 9 Missions of PMSTIAC - Ability to repurpose the content</td> </tr> <tr> <td>3</td> <td><b>International experience in carrying out innovative Science communication proposals</b></td> <td><b>10</b></td> </tr> </tbody> </table>		S.no.	Criteria	Total Marks	1	<b>Experience in successfully completing assignments of similar nature</b>	<b>20</b>	Years in Business	5	Estimated Annual Revenue	Team Size - Global and in India	Recent Investments	Flexibility to work under strict timelines	5	Ability to research, curate and repurpose the content	5	Ability to produce high quality video bites, textual & infographics, podcasts	5	Staff that will be allocated to this project should be capable enough to handle the assignment	5	2	<b>Conceptuality Clarity, Relevance and understanding of Assignment</b>	<b>20</b>	Content developed should be responsive	10	Ability to develop an organic social media strategy (including and not limited to Twitter, Facebook, Instagram, WhatsApp)	Clear knowledge of the 9 Missions of PMSTIAC - Ability to repurpose the content	3	<b>International experience in carrying out innovative Science communication proposals</b>	<b>10</b>
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4	<p><b>Strategy Proposal:</b> Approach and Methodology including but not limited to the following:</p> <ul style="list-style-type: none"> <li>Proposed research method to gather data on the indicative factors</li> <li>Resources and capabilities, including data tools, at disposal for preparing the repurposed content in a timely and an efficient manner;</li> <li>Proposed process, format and steps for preparing the repurposed content;</li> <li>Examples of demonstrated success of the proposed methodology.</li> </ul> <p>Please note the strategy proposal submitted will be judged on objective factors, primarily on:</p> <ul style="list-style-type: none"> <li>Clarity in the steps set out and how they meet the objective of the scoping exercise highlighted</li> <li>Resources' capabilities to match the requirement of task deliverables</li> </ul>	30
5	<p><b>Proposed Innovative use of Information technology, tools and database for better efficiency and task management.</b></p> <p>Ability to translate the content repurposed, to regional languages</p> <p>Ability to work with partner organizations, Government, Institutes, Industry experts, and Academic Partners</p>	10
6	<p>Presentation of 2 case studies of previous project in relevant area in past 5 years:</p> <ul style="list-style-type: none"> <li>Name of the client</li> <li>Usage of Team</li> <li>Conceptual Clarity</li> <li>Requirement of the company</li> <li>Deliverable</li> <li>Timelines</li> <li>Approach and Methodology</li> <li>Usage of tools and database management system</li> </ul>	10
<b>Total</b>		<b>100</b>
<b><i>#Requisite supporting documents evidencing the fulfilment of each of the above criteria to be provided.</i></b>		
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><b>Financial Evaluation:</b> Invest India shall shortlist all the bidders who secure the minimum required marks. The minimum cut off will be 70 % (Seventy Per cent). Financial proposals of only the Companies scoring minimum 70% marks in technical bid will be evaluated. 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><b>Combined Evaluation:</b> 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. <b>The bidder securing the highest combined marks will be considered for award of the contract.</b></p>	
21	<b>Address for correspondence:</b>	<p>Nithin Chakki Invest India. Vigyan Bhawan Annexe Maulana Azad Road   New Delhi 110011</p>

		<p>M: +919880066036</p> <p>E: <a href="mailto:procurement@investindia.org.in">procurement@investindia.org.in</a> [Cc to <a href="mailto:nithin.chakki@investindia.org.in">nithin.chakki@investindia.org.in</a>]</p> <p>W: <a href="http://www.investindia.gov.in">www.investindia.gov.in</a></p>
22	<b><i>Return of unopened financial proposals:</i></b>	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.
23	<b><i>Terms of Payment:</i></b>	<p>The financial bid is to be submitted as per <u>Financial Bid Proposal Sheet, Form Fin 2.</u></p> <p><i>For payment terms refer Clause 8 (f)</i></p> <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 deliverables and on satisfaction of Invest India.</p>
24	<b><i>Commencement of assignment:</i></b>	On the date and at the location specified in the LOA/Contract.
25	<b><i>Expected Timelines:</i></b>	Bidders should provide a detailed timeline of the deliverables for each month.

### 3. IMPORTANT DATES

RFP Issue Date	02/02/2021
Last Date for Query Submission / Pre-Bid Conference	Pre-Bid meeting- 04/02/2021, 4:00 PM Query Submission - 04/02/2021, 8:00 PM
Query Clarification	08/02/2021
Last Date for Bid Submission	15/02/2021, 5:00 PM
Technical Bid Opening	17/02/2021 11:00 AM
Technical Solution Presentation & Evaluation	18/02/2021 & 19/02/2021
Financial Bid Opening	22/02/2021 4:00 PM
Declaration of Results	23/02/2021 11:00 AM

## 4. INSTRUCTIONS TO THE BIDDERS

a) **ONLY PROPOSAL**

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

b) **PROPOSAL VALIDITY**

The proposal shall remain for minimum 120 days 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 proposal further by 60 days. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals.

c) **CLARIFICATIONS AND AMENDMENTS OF RFP DOCUMENT**

Bidders may request for clarifications on any part of the RFP documents up to 04/02/2021. Any request for clarification must be sent in writing, or by standard electronic means to Invest India's address mentioned below.

Nithin Chakki  
Invest India,  
Vigyan Bhawan Annexe  
Maulana Azad Road | New Delhi 110011  
M: +919880066036  
E: [procurement@investindia.org.in](mailto:procurement@investindia.org.in) [Cc to [nithin.chakki@investindia.org.in](mailto:nithin.chakki@investindia.org.in)]  
W: [www.investindia.gov.in](http://www.investindia.gov.in)

- Invest India will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should Invest India deem it necessary to amend the RFP as a result of a clarification, it shall do so by the following procedure.
- 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 shared via email and will be binding on 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.
- **Pre-bid conference:** Pre bid conference will be held on **04/02/2021** 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.
- The meeting to be conducted as per the terms of point 6 of the Data Sheet.

d) **PREPARATION OF PROPOSAL**

i. 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.

ii. The proposals need to be addressed to

Nithin Chakki  
Invest India,  
Vigyan Bhawan Annexe  
Maulana Azad Road | New Delhi 110011  
M: +919880066036  
E: [procurement@investindia.org.in](mailto:procurement@investindia.org.in) [Cc to [nithin.chakki@investindia.org.in](mailto:nithin.chakki@investindia.org.in)]  
W: [www.investindia.gov.in](http://www.investindia.gov.in)

- iii. **Language:** Documents to be issued by the bidders, as part of this assignment must be in English.
- iv. 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.
- v. Bidders shall bear all costs in connection with the preparation and submission of their proposals, attending pre-bid conference, etc.
- vi. Invest India will not be liable for additional cost compensation in case bid proposal is based on inadequate or under-estimated staff months.

e) **SUBMISSION, OPENING AND RECEIPT OF PROPOSAL**

i. **Bid Processing fees:**

- Each bidder needs to pay Non-refundable Bid processing fee of INR 10,000/- (Indian Rupees Ten Thousand only)
- The bid processing fee must be submitted through NEFT/RTGS to Invest India.
- **Bank details are mentioned below:**  
Name of Account Holder: Invest India Spark  
Bank Account Number: 3697041850  
Bank Name: Central Bank of India  
Branch Name: The Ashoka Hotel, New Delhi 110021  
IFSC: CBIN0280298  
MICR Code: 110016007  
Account Type: Current

ii. **Earnest Money Deposit (EMD):**

- The Bidders must submit an Earnest Money deposit amounting to **INR 50,000** in the form of a bank Demand Draft along with a Technical proposal. [DPIIT recognized startups & MSMEs are exempt]
- The EMD shall be in Indian Rupees only. The Bank Draft should be drawn in favour of Invest India and payable at New Delhi.
- Unsuccessful Bidder's EMD will be discharged / refunded as promptly as possible as but not later than 30 days after the final selection.
- The successful Bidder's EMD will be discharged only after the completion of the contract papers. The EMD shall be forfeited:  
If a Bidder withdraws the bid after the final date of submission and during the period of bid validity specified by the Bidder on the Bid Form.  
Or in case of a successful Bidder, if the Bidder fails to sign the contract; or  
If a bidder fails to furnish the Performance Guarantee.
- Proposals not accompanied by EMD will not be considered for Technical and Financial evaluation.

iii. **Pre-qualification criteria:**

- The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India for the last 3(three) years as on 31<sup>st</sup> December 2020.  
*[DPIIT Recognized Startups are exempt from this criterion]*
- The Agency should have a **minimum average annual turnover of Rs. 50 crores** (Rupees Fifty crores) **during the last three financial years** (i.e., 2017-18, 2018-19 & 2019-20)  
*[DPIIT Recognized Startups are exempt from this criterion]*
- The bidder must have a dedicated manpower size of at least 100 people for undertaking creative and technical work.

*[DPIIT Recognized Startups are required to have at least 50 people]*

- The Agency should have a **valid PAN and GST** in India
- The Bidder should have successfully completed at least 5 (five) assignments in Science Communication to that of the Project in the last 3 years.

*[DPIIT Recognized Startups are required to have at 2 assignments of similar nature]*

- (a) The Agency should not have been blacklisted by central / state Government departments / undertakings.
- (b) The agency must have worked on at least one government owned or funded project in the past 5 years.

*[DPIIT Recognized Startups are exempt from this criterion]*

**Supporting evidence needs to be provided for the above criteria as detailed in point 3 of Datasheet and as per pre-qualification checklist, Appendix 1**

iv. **Technical Proposal:**

- Bidders are required to submit an original Full Technical Proposal in an email to [procurement@investindia.org.in](mailto:procurement@investindia.org.in) [Cc to [nithin.chakki@investindia.org.in](mailto:nithin.chakki@investindia.org.in)].in with the subject "Technical Bid - \*AGENCY NAME\* - **Selection of Science Communication Agency**".
- Submission of the wrong type of Technical Proposal will result in the Proposal being deemed nonresponsive.
- The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.
- The Technical Proposal shall include the Standard Tech Forms provided in **Appendix 2**.

v. **Financial Proposal:**

- (a) Bidders are required to submit an original Financial Proposal in an email to [procurement@investindia.org.in](mailto:procurement@investindia.org.in) [Cc to [nithin.chakki@investindia.org.in](mailto:nithin.chakki@investindia.org.in)].in with the subject "Financial Bid - \*AGENCY NAME\* - **Selection of Science Communication Agency**".
- (b) The bidder should submit the financial bid as per the format indicated in FORM FIN 2 in a separate file with password protected document.
- (c) 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 (Form Fin 2) attached as Appendix 3.
- (d) 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.

vi. It is proposed to have the following E-file System for this bid:

- **E-file 1: Technical Proposal**
  - Prequalification checklist and documents. [**Appendix 1**]
  - Demand Draft for Earnest Money Deposit [DPIIT Recognized Startups and MSME are exempt from this criterion]
  - Proof of Bid Processing Fee submission
  - Technical proposal and Tech Forms [**Appendix 2**]
- **E-file 2: Financial Proposal**
  - Financial Bid encrypted with password in format attached in [**Appendix 3**]
  - Form Fin 1: Financial Proposal Submission Form
  - Form Fin 2: Financial Bid Amount

**Note: Password will be disclosed at the time of Financial Bid opening**

## **5. EVALUATION OF PROPOSAL**

a) **Proposal Evaluation:**

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. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and financial bid opening conducted.



**b) Technical Proposal:**

- i. Proposals which are not supported by adequate proof of the Signatory's Authority shall not be evaluated.
- ii. The Evaluation Committee shall evaluate the technical proposals only for those bidders who has submitted the bid on or before the due date and time, submitted the physical copy of EMD and bid processing fees.
- iii. The technical proposals will be evaluated of only those bidders who qualify the pre-qualification criteria mentioned in point 3 of Data Sheet.
- iv. In addition to the above, the technical proposals will be evaluated on the basis of their responses to the Terms of Reference (clause 7), applying the evaluation criteria, sub-criteria, and point system specified in point 17 of the Datasheet.
- v. Evaluations will be based on documentary evidence submitted by the bidder with respect to technical proposal. Each responsive proposal will be given a technical score (Ts).
- vi. The Technical proposals which are unsigned, and incomplete shall not be evaluated.
- vii. **The bidders** 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.

**c) Financial Proposal:**

- i. Invest India shall shortlist all the bidders who secure the minimum required marks. The minimum cut off will be **70 % (Seventy Percent)**.
- ii. *Financial proposals of only the Agencies scoring minimum 70% marks in technical bid will be evaluated.*
- iii. 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.

**d) Combined Evaluation:**

- i. Based on the criteria mentioned above, the Technical Scores will be assigned and will have a weightage of 70%.
- ii. 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. As an example, the following procedure can be followed.

In a particular case of selection of vendor, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

A. Rs. 120.

B. Rs. 100.

C. Rs. 110.

Using the formula  $LEC \times 100 / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A:  $100 \times 100 / 120 = 83$  points

B:  $100 \times 100 / 100 = 100$  points

C:  $100 \times 100 / 110 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated 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 were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as H1 (highest ranked) and recommended for negotiations/approval, to the competent authority.

## 6. AWARD OF CONTRACT

- a) The bidder securing the highest combined score will be considered for award of Contract.
- b) Invest India shall award the Contract to the selected bidder.
- c) The selected bidder is expected to commence the assignment on the date and at the location specified in the LOA/ Contract.
- d) If the selected bidder does not sign the Contract within the stipulated period or does not submit the Performance Guarantee within time, the award may be cancelled and the bidder securing the next higher combined marks will be considered for award of Contract.

## 7. TERMS OF REFERENCE

The agency will be required to:

- Research, curate and repurpose content for the website using white papers and creative briefs provided by the office of PSA (periodically)
- Present the content (textual, graphic, video, podcasts etc.) in a format that is engaging for a varied audience.
- Ensure the content developed for the website has a responsive design and multi-channel rendering of contents and applications on smartphones, desktops, others without duplication of code or logic.
- Provide list of meta-tags for the content for easy navigation.
- Dashboards depicting activities of partnering organizations, metrics of progress, achievements of the nine missions, seven (and growing in number) technology frontiers.
- Create a gallery that has a provision for uploading multimedia files including, videos, photographs, podcasts – connecting to social media accounts of OPSA.
- Develop a clear-cut social media strategy.
- Repository of multimedia and other files developed.

### Scope of Work and Deliverables

#### (i) PM – STIAC Dashboard

This dashboard will depict the key outcomes, success metrics, quantifiable and geo-located impact for each of the nine missions.

#### (ii) Information Portal (One for each mission and Technology Frontier)

## **Goal – Outreach, Awareness, Engagement**

### **Target audience – Media, policymakers, stakeholders in industry and academia, general public**

This portal shall have layers of information:

- 1. An introductory video on the mission or tech frontier.** The agency will be provided with material necessary for preparing this video by the nodal team at OPSA. The agency will have to sign a Non-Disclosure Agreement whenever necessary.
  - 2. Infographic/s** explaining technical papers, white papers, position papers and other similar policy documents. Link to the complete Publications will be in the public domain (wherever applicable) along with the infographic; archived under Resources tab of the OPSA website. The material will be provided by OPSA.
  - 3. Other content – The agency will be expected to repurpose content pieces for each of the mission and tech frontier.** These content pieces are inclusive of and not limited to explainer videos (short of 1 or 2 minutes that can be easily circulated through social media channels including and not limited to Twitter, Facebook, Instagram, WhatsApp); articles/blogs; podcasts.
  - 4. Translation of all content to regional languages.** All content developed by the agency will have to be translated to regional languages – Hindi, Tamil, Bengali, Marathi, and Telugu. Other languages may be taken up if possible. The agency is expected to have an in-house team of translators who can translate, proofread the content and provide a translation certificate for all the content.
- (iii) **Meta-tagging of all content for an enhanced ease of navigation.** The agency will have to index the content they develop.
- (iv) **List of organizations, institutes, industry and academic partners.**

## **8. TERMS AND CONDITIONS**

### **a) INFORMATION:**

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.

### **b) TAXES:**

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.

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

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

### **c) PERFORMANCE SECURITY**

- i. 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 Award of Contract, furnish to Invest India a performance security in the form of an irrevocable Bank Guarantee for an amount equal to ten percent (10%) of cost mentioned in the financial bid. This performance guarantee will be released after successful completion of the whole Project.
- ii. The Bank Guarantee/s shall be in favor of Invest India, issued by any nationalized or scheduled Indian Bank, approved by the Reserve Bank of India. The Bank Guarantee/s shall be on the Proforma, which shall be furnished by Invest India.
- iii. It is expressly understood and agreed that the performance security is intended to secure performance of entire contract. It is also expressly understood and agreed that the performance security is not intended to cover all the damages detailed / stipulated in

various clauses in the Contract document.

- iv. 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.

d) **CONFIDENTIALITY**

Except with the prior written consent of Invest India, the Bidder 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 Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:

- i. is or becomes public other than through a breach of the Contract,
  - ii. is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
  - iii. was known to the receiving party at the time of disclosure or is thereafter created independently,
  - iv. is disclosed as necessary to enforce the receiving party's rights under the Contract, or
  - v. must be disclosed under Applicable Law, legal process, or professional regulations.
- These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

e) **OWNERSHIP**

All deliverables in the form of data, software, designs, utilities, tools, models, systems, equipment, products and other methodologies and know-how ("Materials") submitted by the Consultant/Contractor under the Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof. The entire ownership of the deliverables shall remain with Invest India unless return of any deliverable is mutually agreed in the Contract post expiry or termination of the Contract.

f) **PAYMENT TERMS**

- i. The payment would be as per the Financial Bid amount quoted in Form Fin 2.
- ii. The payment would be made Monthly by the end of every month, to the selected vendor.
- iii. Note: The Monitoring Committee will conduct a periodic review of the project activities and deliverables to gauge output and to approve activities for the forthcoming period.
- iv. The selected bidder has to give a Bank Guarantee for an amount equal to 10% of Financial Bid amount, Form Fin 2.
- v. The initial Bank Guarantee may be discharged at the final payment stage.
- vi. The Vendor will raise the monthly invoice supported by summary of the work done during respective months.
- vii. Bid/Contract price shall remain fixed for the entire Contract period.
- viii. The payment will made after Invest India's Authorized Representative's approval on the same.
- ix. TDS deduction shall be made at the prescribed rates.
- x. Invest India shall not make any advance payment of amount payable to vendor.

g) **FRAUD/CORRUPTION**

- i. 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.
- ii. In pursuance of this policy, Invest India defines, for this paragraph, the terms set forth as

applicable to both the parties.

- “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;
  - “fraudulent practice” means a misrepresentation or omission of facts to influence a selection process or the execution of a Contract;
  - “collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of Invest India, designed to establish prices at artificial, noncompetitive levels.
  - “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract. Invest India will reject a proposal for award if it comes to know that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question; and
  - 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.
- iii. Bidders shall be aware of the provisions on fraud and corruption prescribed in the specific clauses in the General Conditions of Contract.
- iv. 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 (Appendix 3)
- h) **Detailed Terms and conditions will be set forth at the time of finalization of the contract with the successful bidder.**

## 9. STANDARD FORMS

### Appendix 1- Pre-qualification Checklist:

S.no.	Criteria	Reference Document (mandatory)	Compliance (Yes/No)	Reference Page in Technical Proposal
(a)	<p>The Agency should be a company registered in India under the Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act 1932 or LLP registered under LLP Act 2008 with their registered office in India for the last 3(three) years as on 31<sup>st</sup> December 2020.</p> <p><i>[DPIIT Recognized Startups are exempt from this criterion]</i></p>	<p>Copy of Certificate of Incorporation/ Registration / MoA as applicable.</p> <p><i>[DPIIT Startup Recognition certificate required]</i></p>		
(b)	<p>The Agency should have a <b>minimum average annual turnover of Rs. 50 crores</b> (Rupees Fifty crores) <b>during the last three financial years</b> (i.e., 2017-18, 2018-19 &amp; 2019-20)</p> <p><i>[DPIIT Recognized Startups are exempt from this criterion]</i></p>	<p>Statutory auditors' certificate on the letter head or Audited copy of Financial statements for the financial year 2017-18, 2018-19 &amp; 2019-20.</p> <p><i>[DPIIT Startup Recognition certificate required]</i></p>		
(c)	<p>The bidder must have a dedicated manpower size of at least 100 people for undertaking creative and technical work.</p> <p><i>[DPIIT Recognized Startups are required to have at least 50 people]</i></p>	<p>List of Employees certified by The HR on Company Letterhead/ EPF or ESIC records of employees.</p> <p><i>[DPIIT Startup Recognition certificate required]</i></p>		
(d)	<p>The Agency should have a <b>valid PAN and GST</b> in India</p>	<p>Copy of PAN card and Goods &amp; Service Tax Registration certificate</p>		
(e)	<p>The Bidder should have successfully completed at least 5 (five) assignments in Science Communication in the last 3 years.</p> <p><i>[DPIIT Recognized Startups are required to have at 2 assignments of similar nature]</i></p>	<p>Work orders or purchase orders, contracts, MOUs or any other relevant document evidencing the details of work performed.</p>		

		<i>[DPIIT Startup Recognition certificate required]</i>		
<b>(f)</b>	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.		
<b>(g)</b>	The agency must have worked on at least one government owned or funded project in the past 5 years.  <i>[DPIIT Recognized Startups are exempt from this criterion]</i>	Work orders or purchase orders, contracts, MOUs or any other relevant document evidencing the details of work performed.  <i>[DPIIT Startup Recognition certificate required]</i>		
<b><i>Bidders not qualifying the above criteria or in case of any missing/invalid/inappropriate supporting evidence, bidder shall be disqualified.</i></b>				

**Appendix 2- Tech Forms**

**Tech Forms Checklist:**

<b>TECH FORMS</b>	<b>FORM NAME</b>	<b>Compliance X / V</b>	<b>Mention list of all supporting documents attached (if any)</b>
<b>TECH-1A</b>	Letter of E-Proposal		
<b>TECH-1B</b>	Bidder's Authorization Certificate		
<b>TECH-2</b>	Bidder's organization and experience		
<b>TECH-3</b>	Comments or suggestions on the Terms of Reference		
<b>TECH-4</b>	Description of the approach, methodology and work plan for performing the assignment/ job		
<b>TECH-5</b>	Work Schedule		
<b>TECH-6</b>	Team composition and task assignments/ jobs Daily reports with work allocated to each will be required during engagement.		
<b>TECH-7</b>	Comments/ modifications suggested on Draft Contract		
<b>TECH-8</b>	Information regarding conflicting activities and wrong declaration thereof.		



(On Bidder's Letterhead)

**Tech From 1A: Letter of E - Proposal Submission on Email**

[Location, Date]

To  
Invest India,

Dear Sir

We, the undersigned, offer to provide the complete solutions for Selection of Science Communication Agency. In accordance with your Request for Proposal dated xxxx We are hereby submitting our proposal, which includes EMD, Bid Processing Fees Technical Proposal and also the Financial Proposal as indicated in clause 4 (e )

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 Science Communication Agency, 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.	
CIN Number	
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	
Contact Person Designation	
Contact Person email ID	
Contact person 2	
Contact Person phone no	
Contact Person Designation	
Contact Person email ID	

*Relevant supporting for the above to be provided.*

**(B) Bidder's Experience**

Please share information about your best projects in last 5 years. This should include, the project brief, the business/ organization problem which you addressed and the execution of the same. We have not prescribed any format here; the agency may showcase their work in the best possible format.

**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

**Form Tech 5: Work Schedule**

S. No.	Activity <sup>(1)</sup>	Weeks <sup>(2)</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
..														
..														
..														
..														
..														
n														

<sup>1</sup>Indicate 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.

<sup>2</sup>Duration 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.		Video Specialist		
2.		Creative Director		
3.		Science Communicator		
4.		Illustrator		

**#Resume of each of abovementioned members of the team composition to be provided.**

**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 modifications.

**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:

**Appendix 3-**

**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 Science Communication Agency. 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: Financial Bid Amount - Lumpsum cost**

**BID PROPOSAL SHEETS**

Quotes submitted towards providing complete solutions to **Invest India**, the national investment promotion and facilitation agency for India, promoted by Department for Promotion of Industry and Internal Trade (DPIIT)**Ministry of Commerce and Industry, Government of India**, in accordance with the scope of work and terms & conditions mentioned under Clause 7.

**Financial Bid**

<b>S.no.</b>	<b>Scope of work</b>	<b>Amount in INR</b>
1	Content designing and management + Social Media Management and Monitoring + Influencer Campaign planning Annual Cost (exclusive of taxes)	
	GST @	
	Total cost of the project (inclusive of taxes) -Annual Cost in digits	
	<b>Financial Bid Amount</b> Total cost of the project (inclusive of taxes) -Annual Cost in words	

Monthly breakup

<b>S.no.</b>	<b>Scope of work</b>	<b>Amount in INR</b>
1	Content designing and management + Social Media Management and Monitoring + Influencer Campaign planning Monthly Cost (exclusive of taxes)	
	GST @	
	Total cost of the project (inclusive of taxes) -Monthly Cost in digits	



**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, in case an agency is hired only for a specific section of the scope, the abovementioned cost against that activity will be considered for evaluation.

Signature of the Authorized Signatory

Place:

Name:

Date:

Designation:

## 12.STANDARD 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.

### 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 RFP.
  - b. The activities and the deliverable against each activity would be as per RFP
  - 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.

In presence of (i)

(ii)

In presence of (Witnesses) (i)

(ii)

Signed by

1. For and on behalf of [Invest India] [Authorized Representative]
2. for and on behalf of [name of Agency]

[Authorized Representative]

a. General Conditions of Contract

1.1 General Provisions

1.1.1 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" (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" (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.

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.

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.

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

1.5 Notices:

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:

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:

1.5.3 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.

1.5.4 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:

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

1.5.5 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.

#### 1.6 Fraud and Corruption

1.6.1 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:

1.6.2 "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.

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

1.6.4 "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;

1.6.5 "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.

##### A. 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.

#### 1.7 Commencement, Completion, Modification and Termination of Contract

1.7.1 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.

1.7.2 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.

1.7.3 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.

1.7.4 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.

#### 1.7.5 Force Majeure

##### 1.7.5.1 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.

1.7.6 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.

##### 1.7.7 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 1.7.11.6 hereunder.

1.7.8 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.

1.7.9 Termination:

1.7.9.1 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.
- i) 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.

1.7.9.2 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 1.7.9.2.

- 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 1.7.11.6 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 1.7.11.6 hereof.

1.7.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 1.7.9 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 1.7.11.9 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 1.7.10.8 hereof, and (iv) any right which a Party may have under the Law.

- 1.7.9.3.1 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 1.7.9.1 or 1.7.9.2 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.
- 1.7.9.3.2 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 1.7.9.1 or 1.7.9.2 hereof, Invest India shall make the following payments to the Agency:
- a) If the agreement is terminated pursuant of Clause 1.7.9.1 (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 1.7.11.7 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 1.7.9.1 (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.
- 1.7.9.3.3 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 1.7.9.1 or 1.7.9.2 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 1.7.11.6 hereof.

#### 1.7.10 Obligations of the Agency

- 1.7.10.1 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 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.
- 1.7.10.2 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.
- 1.7.10.3 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.
- 1.7.10.4 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.
- 1.7.10.5 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.
- 1.7.10.6 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 RFP.



- 1.7.10.7 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.
- 1.7.10.8 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.
- 1.7.10.9 Companies' Personnel
- 1.7.10.9.1 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.
- 1.7.10.10 Obligations of Invest India
- 1.7.10.10.1 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.
- 1.7.10.11 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 1.7.11.1. 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.
- 1.7.10.12 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 1.7.11.14 of this Contract and the Datasheet of RFP
- 1.7.10.13 The other duties of Invest India, if any, shall be as mutually agreed between Invest India and the Agency
- 1.7.11 Payments to the Agency
- 1.7.11.1 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 1.7.4 and subject to Clause 1.7.11.1(c), payments under this Contract shall not exceed the amount specified in the contract.
- d. Notwithstanding Clause 1.7.11.1(b) hereof, if pursuant to Clause 1.7.10.11 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 1.7.11.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause 1.7.11.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

- (a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved.
- (b) Once a milestone is completed, the Agency shall submit the requisite deliverables as specified in this Contract and such invoice (in triplicate) which falls due as per schedule of payment. Invest India shall release the requisite payment upon acceptance of the deliverables. However, if Invest India fails to intimate acceptance of the deliverables or its objections thereto, within Thirty (30) days of receipt of it, Invest India shall release the payment to the Agency without further delay.
- (c) Final Payment: The final payment shall be made only after the final deliverable and a final statement, identified as deliverable, shall have been submitted by the Agency and approved as satisfactory by Invest India. The Services shall be deemed completed and finally accepted by Invest India and the final deliverable and final statement shall be deemed approved by Invest India as satisfactory after ninety (90) calendar days after receipt of the final deliverable and final statement by Invest India, if within such ninety (90) day period, Invest India does not give written notice to the Agency specifying in detail deficiencies in the Services specified, the final deliverable or final statement.
- (d) 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.
- (e) For the purpose of payment under Clause 1.7.11.3 (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.
- (f) 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 1.7.11.7. 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.
- (g) 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.
- (h) 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.
- (i) 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.

#### 1.7.11.4 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.

#### 1.7.11.5 Fairness and Good Faith

1.7.11.5.1 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.

1.7.11.5.2 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 1.7.11.6 hereof.

#### 1.7.11.6 Settlement of Disputes

1.7.11.6.1 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 1.7.11.6.2 shall become applicable.

1.7.11.6.2 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 1.7.11.6.1, 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.

- 1.7.11.6.3 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.
- 1.7.11.6.4 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.
- 1.7.11.6.5 Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/ obligation under the Contract.

#### 1.7.11.7 Liquidated Damages

- 1.7.11.7.1 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.
- 1.7.11.7.2 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.
- 1.7.11.7.3 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 1.7.11.3 (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.
- 1.7.11.7.4 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.

#### 1.7.11.8 Performance security

- 1.7.11.8.1 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.
- 1.7.11.8.2 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.

1.7.11.8.3 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.

1.7.11.8.4 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.

1.7.11.8.5 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.

#### 1.7.11.9 Confidentiality

1.7.11.9.1 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.

#### 1.7.11.10 Taxes

1.7.11.10.1 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.

1.7.11.10.2 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.

#### 1.7.11.11 Contract Price

1.7.11.11.1 The financial bid is invited in the format mentioned in RFP

1.7.11.11.2 Contract price shall remain fixed for the entire Contract period, except changes in the Tax Law, as covered by Clause 1.7.10.11 above.

#### 1.7.11.12 Transfer of Contract

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

1.7.11.12.2 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.

#### 1.7.11.13 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.

#### 1.7.11.14 Payment Terms

The payment would be as per the Financial Bid amount/rates quoted in RFP. The payment will be made on deliverables basis

- All 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.

## 13. STANDARD FORM OF BANK GUARANTEE

### Format of Bank Guarantee for Earnest Money Deposit.

BG No.

Date:

1. In consideration of you, Invest India ,1st Floor, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi–110011 (hereinafter referred to as the–Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of Company], (hereinafter referred to as the – Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consulting Agency for [name of assignment] pursuant to the RFP Document date [date] issued in respect of the Assignment and other related documents including without limitation the draft work order/contract for services (hereinafter collectively referred to as – RFP Document), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the – Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures]

([in words]) (hereinafter referred to as the – Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including. Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder of any dispute pending before any court, tribunal, arbitrator or nay other authority.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP

Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank Shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. {in figures ([in words])}.

4. This Guarantee shall be irrevocable and remain in full force for a period of **XX (In Figures)** days from the Proposal Due Date and a further claim period of **thirty (30) days** or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be effected by any charges in the constitution or winding up the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by an exercise by the Authority of the liberty with reference to the matter aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment or receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guaranteed herein contained shall be enforceable

against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during the currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs. [XX,XX,XXX] ([XX XXX Rupees])**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

13. This Guarantee shall be governed and construed in accordance with the laws of India.

14. This Guarantee is non-assignable and non-transferable.

Notwithstanding anything contained hereinabove -

i) Our liability under this Bank Guarantee shall not exceed **amount/percentage**.

ii) This Bank Guarantee is valid up to **XX Days** (validity period) and

iii) We are liable to pay the Guarantee Amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_

(mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Signature of the Guarantee Issuing Bank Name & Designation

(Official Seal)

Notes:

- a. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- b. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing branch.