REQUEST FOR PROPOSAL

FOR

OPERATION AND MAINTENANCE OF TDF PORTAL

Dated: 18th November 2021

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
# Table of Contents

*Disclaimer* ........................................................................................................................................ 4  

**SECTION 1: LETTER OF INVITATION** ............................................................................................. 6  

**SECTION 2: INSTRUCTIONS TO BIDDERS** ................................................................................. 9  

_Important Dates_ ................................................................................................................................ 10  

_Data Sheet_ ....................................................................................................................................... 11  

2.1 Pre-Qualification Criteria ........................................................................................................... 14  

2.2 Technical Evaluation .................................................................................................................. 15  

2.3 Financial Evaluation ................................................................................................................... 16  

2.4 Combined Evaluation ................................................................................................................ 17  

Preface 18  

2.5 Introduction ................................................................................................................................ 19  

2.6 Documents part of RFP ............................................................................................................. 20  

2.7 Fraud / Corruption .................................................................................................................... 20  

2.8 Only one Proposal ..................................................................................................................... 21  

2.9 Proposal Validity ....................................................................................................................... 21  

2.10 Clarification and Amendment of RFP Documents ................................................................... 21  

2.11 Preparation of Proposals ........................................................................................................ 22  

2.12 Technical Proposal .................................................................................................................. 22  

2.13 Financial Proposals ............................................................................................................... 23  

2.14 Conflicting of Interest ............................................................................................................. 23  

2.15 Conflicting activities ............................................................................................................... 23  

2.16 Conflicting assignments ............................................................................................................ 24  

2.17 Ownership Rights .................................................................................................................... 24  

2.18 Conflicting relationships ........................................................................................................... 24  

2.19 Performance security ............................................................................................................... 24  

2.20 Confidentiality ......................................................................................................................... 25  

2.21 Authorization of signatory: ....................................................................................................... 25  

2.22 Submission, Receipt, and Opening of Proposals .................................................................... 25  

2.23 Proposal Evaluation ............................................................................................................... 27  

2.24 Evaluation of Technical Proposals ......................................................................................... 28  

2.25 Evaluation of Financial Proposals ......................................................................................... 28  

2.26 Combined Evaluation .............................................................................................................. 28  

2.27 Information .............................................................................................................................. 29  

2.28 Taxes ....................................................................................................................................... 30  

2.29 Award of Contract .................................................................................................................. 30  

**SECTION 3: TECHNICAL PROPOSAL- STANDARD FORMS** ..................................................... 31  

_Form Tech 1A: Letter of Proposal Submission_ ................................................................................ 33  

_Form Tech 1B: Bidder’s Authorization Certificate_ ........................................................................ 34  

_Form Tech 1C: Bidder Details_ ........................................................................................................ 35  

_Form Tech 2: Bidder’s Organization and Experience_ ................................................................... 35  

_Form Tech 3: Team Composition and Task Assignment/ Jobs_ ...................................................... 38  

_Form Tech 4: Understanding of TOR and Capabilities Offered_ .................................................. 40  

_Form Tech 5: Information regarding Conflicting Activities and Wrong Declaration thereof_ .......... 42  

_Form Tech 8: Bid Security Declaration_ ........................................................................................ 43  

Page 2 of 73
SECTION 4: FINANCIAL PROPOSAL- STANDARD FORMS ........................................................................44

  Form Fin 1: Financial Proposal Submission Form .........................................................................45
  Form Fin 2: Cost as per TOR of Section 5 ......................................................................................46

SECTION 5: TERMS OF REFERENCE .......................................................................................48

  5.1 INTRODUCTION ...................................................................................................................49
  5.1.1 OBJECTIVE OF UPGRADING TO MS D365 ..............................................................ERROR! BOOKMARK NOT DEFINED.
  5.1.2 BACKGROUND OF CRM AND QMS .........................................................................ERROR! BOOKMARK NOT DEFINED.
  5.1.3 CURRENT IMPLEMENTATION OVERVIEW ................................................................ERROR! BOOKMARK NOT DEFINED.
  5.2 SCOPE OF WORK ..............................................................................................................49
  5.3 FUTURE IMPLEMENTATION REQUIREMENTS .................................................................ERROR! BOOKMARK NOT DEFINED.
  5.4 WORK ORDER .................................................................................................................53
  5.5 PAYMENT TERMS .............................................................................................................53

SECTION 6: STANDARD FORM OF CONTRACT ........................................................................54

DISCLAIMER: .............................................................................................................................54

(ON NON-JUDICIAL STAMP PAPER) 6.1 FORM OF CONTRACT ......................................................55
  6.2 GENERAL CONDITIONS OF CONTRACT ........................................................................58
    6.2.1 General Provisions ......................................................................................................58
    6.2.2 Commencement, Completion, Modification and Termination of Contract ......................60
    6.2.3 Obligations of the Agency ..........................................................................................64
    6.2.4 Companies’ Personnel ...............................................................................................65
    6.2.5 Obligations of Invest India .........................................................................................65
    6.2.6 Payments to the Agency .............................................................................................65
    6.2.7 Deductions ................................................................................................................67
    6.2.8 Fairness and Good Faith .............................................................................................67
    6.2.9 Settlement of Disputes .................................................................................................67
    6.2.10 Jurisdiction ...............................................................................................................68
    6.2.11 Liquidated Damages .................................................................................................68
    6.2.12 Performance security ...............................................................................................69
    6.2.13 Confidentiality ..........................................................................................................70
    6.2.14 Taxes .........................................................................................................................70
    6.2.15 Contract Price ..........................................................................................................70
    6.2.16 Transfer of Contract ..................................................................................................70
    6.2.17 Miscellaneous provisions .........................................................................................70
    6.2.18 Payment Terms ........................................................................................................71
    Bank Guarantee Format .......................................................................................................72
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, concerning 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 for this project and Invest India reserves the right to reject all or any of the proposals of any bidder, without assigning any reason whatsoever.

6. Invest India or its authorized officers/representatives/advisors reserve the right, without prior notice, to change the procedure for the selection of the selected bidder or terminate discussions and the delivery of information at any time before the signing of any agreement for the project, without assigning reasons thereof.

7. The RFP does not address concerns relating to diverse investment objectives, financial situation, and particular needs of any party. The RFP is not intended to provide the basis for any investment decision and each bidder must make its / their own independent assessment in respect of various aspects of the techno-economic feasibilities of the project. No person has been authorized by Invest India to give any information or to make any representation not contained in the RFP.

8. Invest India may terminate the bid process at any time and without assigning any reason and makes no commitments, express or implied, that this process will result in a business transaction with anyone.
SECTION 1: LETTER OF INVITATION
Dear Sir,

Invest India invites proposals for onboarding an agency for Operation & Maintenance of TDF Web Portal.

1. A bidder will be selected under the Combined Quality cum Cost Based System method (CQCCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and as per procedures described in this RFP.

2. The content of this RFP enlists the requirements of Invest India. The RFP includes the following sections:

   Section 1 - Letter of Invitation
   Section 2 - Instructions to Bidders (including Data Sheet and pre-qualification criteria)
   Section 3 - Technical Proposal - Standard Forms
   Section 4 – Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Form of Contract

3. Bidders are advised to study this RFP document carefully before submitting their proposals. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with the full understanding of its terms, conditions, and implications.

4. All interested agencies should inform (within 1 week (7 days) of the date of release of RFP) the concerned officer mentioned in paragraph 6 at Invest India:

   4.1 That it will submit a proposal
   4.2 That it will attend the pre-bid conference as per the defined schedule

5. You are requested to intimate your interest to participate in the project/submission of the bid to Invest India in accordance with the timelines set out in the RFP (Important Dates), to the following:

   Sajo Mon S
   Invest India,
   Vigyan Bhawan Annexe,
   Maulana Azad Road,
   New Delhi – 110 011 M: +91 92053 55433
   E: procurement@investindia.org.in
   [Cc to sajo.s@investindia.org.in ]
6. Invest India reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of bids

7. Please note that on account of the outbreak of the COVID-19 pandemic, the entire bid submission and evaluation process (including but not limited to the pre-bid conference) as set out in the RFP may be held electronically and by virtual means/video conferencing, in accordance with the terms of this RFP and the instructions issued by Invest India from time to time.

Yours faithfully,

Deepak Bagla
CEO and MD
Invest India
SECTION 2: INSTRUCTIONS TO BIDDERS
**Important Dates**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>22nd November 2021</td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>26th November 2021, 03:00 pm</td>
</tr>
<tr>
<td>Last Date for Query Submission</td>
<td>30th November 2021, 05:00 pm</td>
</tr>
<tr>
<td>Response to Query Submission</td>
<td>3rd December 2021</td>
</tr>
<tr>
<td>Last Date for Bid Submission</td>
<td>13th December 2021</td>
</tr>
<tr>
<td>Pre-Qualification &amp; Technical Bid Opening</td>
<td>17th December 2021</td>
</tr>
<tr>
<td>Technical Solution Presentation &amp; Evaluation</td>
<td>20th December 2021</td>
</tr>
<tr>
<td>Financial Bid Evaluation</td>
<td>23rd December 2021</td>
</tr>
</tbody>
</table>

*Please note that the above-mentioned dates are tentative in nature and may change. Please visit the Tenders page on Invest India website for the latest updated information regarding the schedule and the corrigendum ([https://www.investindia.gov.in/request-for-proposal](https://www.investindia.gov.in/request-for-proposal))*
<table>
<thead>
<tr>
<th></th>
<th>Data Sheet</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the client:</td>
<td>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.</td>
</tr>
<tr>
<td>2</td>
<td>Method of selection:</td>
<td>Combined Quality cum Cost Based System (CQCCBS)</td>
</tr>
</tbody>
</table>
| 3 | Documents part of RFP:                                                                                                                                                                                  | The RFP consists of the following: Disclaimer  
Section 1 –The Letter of Invitation  
Section 2 - Instructions to Bidders  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference |
| 4 | Availability of RFP and related documents                                                                                                                                                                | https://www.investindia.gov.in/request-for-proposal  
2.1.1 |
| 5 | Pre-Qualification Criteria                                                                                                                                                                              | As per clause 2.9 of the RFP.  
Documentary proof with respect to the pre-qualification criteria is essential without which the proposal will be rejected. Technical and Financial evaluation will be done only for the bidders satisfying the pre-qualification criteria |
<p>| 6 | Bid Security Declaration &amp; Bid Processing Fees:                                                                                                                                                           | The Bidder must submit a non-refundable Bid Processing Fees of INR 10,000 + 18% GST = 11800 in Indian Rupees in the form of NEFT/RTGS NEFT details given below. |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
| **A/c Name:** INVEST INDIA MAIN  
**A/C No:** 36138654214  
**IFSC Code:** SBIN0004208 (0-ZERO)  
**Name of the Bank & Address:** State Bank of India, PBB Janakpuri Pankha road, New Delhi, 110058 | The bidder must also submit a bid security declaration as per format provided in RFP document in lieu of EMD to comply and adhere with all terms and conditions of the RFP.  
(Bidders having a valid NSIC/UDYAM certificate will be exempt from Bid Processing Fees.) |
| **7.** Technical and Financial Proposals requested: | As per Clause 2.2 and Clause 2.3 of the RFP, respectively. |
| **8.** Name, objectives, and description of the assignment: | As detailed in Terms of Reference (Section 5) |
| **9.** Pre-bid conference: | Date: 26th November 2021  
Time: 3 PM  
Mode: Virtual Meeting |
|   | Please join on the following link: |
|   | https://investindiavc.webex.com/investindiavc/j.php?MTID=m97f8c8f5b93a4f2f8f1c08f65ce41d3 |
| **10.** Clauses on fraud and corruption in the Contract: | As mentioned in relevant section |
| **11.** Address for requesting clarification and submission of any other information in accordance with the terms of the RFP | **Sajo Mon S**  
**Invest India,**  
**Vigyan Bhawan Annexe,**  
**Maulana Azad Road,**  
**New Delhi – 110 011 M:** +91 92053 55433  
E:procurement@investindia.org.in  
[cc:sajo.s@investindia.org.in] |
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Address to submit the proposal by the service provider is: The bid will be submitted virtually. Kindly refer to the section 2.22 (Submission, Receipt, and Opening of Proposals) for bid submission process details</td>
</tr>
<tr>
<td>13.</td>
<td>Language(s) of the submitted proposals: <strong>English</strong> 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.</td>
</tr>
<tr>
<td>14.</td>
<td>Taxes: As per Clause 2.28 of Section 2 Service fee payable by Invest India to the selected bidder under the Contract shall be inclusive of all taxes and duties, as more particularly set out under the terms of the Contract.</td>
</tr>
<tr>
<td>15.</td>
<td>Bidder to state cost in the national currency: Cost to be stated in Indian Rupees</td>
</tr>
<tr>
<td>16.</td>
<td>Proposals must remain valid until: Date: 9th December 2021 Time: 03:00PM</td>
</tr>
<tr>
<td>17.</td>
<td>Proposals submission date: Please refer to the section: Important Dates</td>
</tr>
<tr>
<td>18.</td>
<td>Pre-Qualification &amp; Technical Proposal Opening Please refer to the section: Important Dates</td>
</tr>
<tr>
<td>19.</td>
<td>Technical Proposal Evaluation Please refer to the section: Important Dates</td>
</tr>
<tr>
<td>20.</td>
<td>Financial Proposal Evaluation Please refer to the section: Important Dates</td>
</tr>
<tr>
<td>21.</td>
<td>Period of Engagement <strong>2 years initially</strong></td>
</tr>
</tbody>
</table>

*The engagement period may further be extended by a period of additional 1 years based on the overall performance of the selected vendor and the discretion of Invest India*
### 2.1 Pre-Qualification Criteria

2.1.1 A pre-qualification criterion will be applied to short-list the bidders for technical and financial evaluation. The criteria along with the supporting documents required are listed below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Pre-Qualification Criteria</th>
<th>Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder should be a Company registered in India under the Companies Act, 1956/2013 or a partnership registered under the Limited Liability Partnership Act 2008, having its registered office in India for the last 3(Three) years as on date of publication of this RFP <em>[DPIIT Recognized Startups are exempt from this criterion]</em></td>
<td>Certificate of Incorporation/ Registration</td>
</tr>
<tr>
<td>2.</td>
<td>The Agency should have a minimum average annual turnover of Rs. 50 Lakhs (Rupees Fifty Lakhs) during the last three financial years (i.e. 2018-19, 2019-20 &amp; 2020-21) <em>[DPIIT Recognized Startups are exempt from this criterion]</em></td>
<td>Audited/Certified Annual Financial Statements and Annual Reports for last 3 (three) financial year(s)</td>
</tr>
<tr>
<td>3.</td>
<td>The bidder shall have not been declared ineligible on account of corrupt and fraudulent practices either indefinitely or for a particular period of time by any state/central government/ public sector undertaking in India as on last date of submission of the bid.</td>
<td>Declaration in Form Tech-5</td>
</tr>
<tr>
<td>4.</td>
<td>The Agency must have successfully handled 2 medium scale programs of similar nature of a basic contract value of at least INR 30.00 Lakhs (Indian Rupees Thirty Lakhs only) covering Technical Support Unit for any Government Agencies in last 3 (three) years in India <em>[DPIIT Recognized Start-ups are exempt from this criterion]</em></td>
<td>Attach Completion Certificate/Work Order</td>
</tr>
<tr>
<td>5.</td>
<td>The Agency should have minimum number of 30 (thirty) permanent resources on their rolls as per qualification &amp; experience in domain area etc.</td>
<td>Attach List of Employees certified by The HR on Company Letterhead/ EPF or ESIC records of employees</td>
</tr>
</tbody>
</table>
6. The Bidder must have submitted the Bid Security Declaration as per the Data Sheet

7. The Agency must be empaneled with NIC/NICSI(Tier-2). Attach proof of empanelment

2.1.2 Documentary proof for pre-qualification criteria is essential without which the proposal will be rejected. Technical and Financial evaluation will be done only for the bidders who have submitted Bid Security Declaration(BSD) and are satisfying the above pre-qualification criteria.

2.2 Technical Evaluation

<table>
<thead>
<tr>
<th>Technical Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Relevant Experience</strong></td>
<td>30</td>
</tr>
<tr>
<td>The bidder must have successfully completed at least 2 Projects of similar nature in last 3 years with at least 1 project having a minimum order value of INR 50 lakh each. No. Assignments Executed of Similar Nature 2 - 4: 10 4 - 6: 15 6 – 9: 20 9 and above: 30</td>
<td></td>
</tr>
<tr>
<td><strong>Team Profile:</strong></td>
<td></td>
</tr>
<tr>
<td>Resumes of 5 team members with details of Education Qualification, skills &amp; competencies, implementation of similar assignments, relevant services carried out in the last 3 years.</td>
<td>10</td>
</tr>
<tr>
<td><strong>Understanding of the TOR</strong></td>
<td>10</td>
</tr>
<tr>
<td>Demonstrated level of understanding of the project, its purpose, scope, and bidder's plan for performing the required services as detailed in scope of work, technical and functional requirements in the bid, during the entire lifecycle of the project.</td>
<td></td>
</tr>
</tbody>
</table>
### Understanding of project plan

Comprehensiveness and robustness of Project Plan (level of detail of activities, risk mitigation and practicality).

This criterion will be evaluated based on the following parameters:

1. Comprehensiveness of plan with respect to all activities that need to be undertaken to meet the requirements specified in the scope of work.
2. Turnaround time to design, develop and deploy new features/modules on the platform.
3. Designing and creative concepts.
4. Quality of support including adeptness.
5. Resource planning and allocation.
7. Initiative and Innovation

### Appropriateness of prescribed time frames

Based on work order of assignments enclosed along with the Technical proposal, marks will be assigned.

### The Agency must have in the past worked with Central or State Government, PSU, International Organizations.

**Total**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Understanding of project plan</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comprehensiveness and robustness of Project Plan (level of detail of activities, risk mitigation and practicality).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This criterion will be evaluated based on the following parameters:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Comprehensiveness of plan with respect to all activities that need to be undertaken to meet the requirements specified in the scope of work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Turnaround time to design, develop and deploy new features/modules on the platform</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) Designing and creative concepts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iv) Quality of support including adeptness.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(v) Resource planning and allocation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(vi) Data collection, timely reporting and Strategy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(vii) Initiative and Innovation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Appropriateness of prescribed time frames</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Based on work order of assignments enclosed along with the Technical proposal, marks will be assigned.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>The Agency must have in the past worked with Central or State Government, PSU, International Organizations.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

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

### 2.3 Financial Evaluation

**Financial Evaluation:**

1. Financial bids of technically qualified bidders shall be opened i.e., those who score minimum 70 Points out of 100 Points in technical evaluation.
2. Marks scored by the DPIIT recognized startups will be factored/scaled for fair comparison.
3. The technique for factoring/scaling of technical marks is illustrated below:
4. \[
\text{[Marks in technical evaluation criteria (B), (C), (D), (E) and (F) / 70] x 100 = Technical Score (out of 100 marks)}
\]
5. The criteria will be applicable to only those bidders who confirm to avail the relaxations offered to DPIIT recognized startups by confirming in a declaration on the official letter head signed and
stamped by authorized representative of the DPIIT recognized startup along with the certificate of recognition issued by DPIIT.

6. The financial quotation (FTE Rate in INR/ Month) for each category will be aggregated and the total amount will be considered as the Financial bid.

7. 100 Points will be awarded to the bidder with the Lowest Total Financial Bid Quotation (LTFBQ) and the rest of the bidders will be awarded points inversely proportional to the LTFBQ.

   Formula: \[- \frac{(LTFBQ/TFBQ)}{LTFBQ} \times 100\]
   
   LTFBQ: Lowest Total Financial Bid Quotation
   
   TFBQ: Total Financial Bid Quotation

NOTE: All Financial Proposals must be capped below ₹35,00,000/- (exclusive of applicable taxes) for a period of 12 months.

2.4 Combined Evaluation

Combined Evaluation:

- The Technical evaluation score that will be considered will be the simple average score of the entire committee.
- Technical Scores will be assigned and will have a weightage of 70%. The Financial Proposals will be allotted a weightage of 30%.
- The total score shall be obtained by weighing the technical and financial scores 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.
Preface

Invest India is set up as a nonprofit venture under the DPIIT, Ministry of Commerce and Industries, Government of India. Operationalized in early 2010, the Agency has been set up as the dedicated investment promotion agency (IPA) for attracting investments into the country in a structured, focused and comprehensive manner.

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

Invest India has the following verticals-

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

2. **Startup India Hub**
   Startup India is a flagship initiative of Government of India, intended to catalyze startup culture and build a strong and inclusive ecosystem for innovation and entrepreneurship in India. Launched on 16th January 2016, Startup India initiative has rolled out several programs which are managed by dedicated Startup India team, which reports to DPIIT.

3. **Waste to Wealth**
   The Waste to Wealth Mission is one of the nine scientific missions of the Prime Minister’s Science, Technology, and Innovation Advisory Council (PMSTIAC). The Mission is spearheaded by the Office of the Principal Scientific Adviser (PSA), Government of India. The goal of the Waste-to-Wealth mission is to identify, develop and deploy technologies for treatment waste in order to generate energy, recycle materials, and extract worth from such waste.

4. **AGNII**
   Accelerating Growth of New India’s Innovations (“AGNII”) is an initiative by the Office of the Principal Scientific Adviser to the Government of India. AGNII is the National Innovation Commercialization Program of the Government of India which aims to boost the innovation ecosystem of the country.

5. **Ministry Desks**
   Invest India has been working closely with multiple ministries such as Tourism, Pharmaceuticals, Shipping, Women & Child Development amongst others for undertaking Investment promotion and facilitation activities in India.
6. **Investment Clearance Cell**  
One-stop digital platform to obtain all requisite central and state clearances/approvals required to start business operations in India.

7. **India Investment Grid**  
India Investment Grid (IIG) is a national portal for hosting and publicizing information on investible projects and investment opportunities for foreign and domestic investors. The portal is thus directed to cater to the information needs of Project Authorities, Private Investors.

8. **Project Monitoring Group**  
Project Monitoring Group (PMG) was set up as a special cell in Cabinet Secretariat, Government of India, in 2013 with a view to remove bottlenecks in setting up of major infrastructure projects and accelerating the pace of project execution. PMG seeks to enlist the unresolved project issues in respect of all mid and large sized Public, Private and ‘Public–Private Partnership’ (PPP) Projects and takes up fast-tracking of approvals, sectoral policy issues and removal of bottlenecks in expeditious commissioning.

### 2.5 Introduction

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

2.5.2 The short-listed bidders are invited to submit a proposal in two parts - the technical part and the financial part sealed separately, as specified in the Data Sheet, for services required for the assignment named in the Data Sheet. Late bids i.e., bids received after the specified date in the datasheet will not be considered. The Proposals submitted will be the basis for signing the contract with the selected bidder.

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

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

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

2.6 Documents part of RFP

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

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract

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

2.7 Fraud / Corruption

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

2.7.2 “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 Contract execution.

2.7.3 “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract.

2.7.4 “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, non-competitive levels.

2.7.5 “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.

2.7.6 Invest India will reject a proposal for award if it comes to know that the bidder
recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question; and

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

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

2.8 Only one Proposal

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

2.9 Proposal Validity

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

2.10 Clarification and Amendment of RFP Documents

2.10.1 Bidders may request for clarifications on any part of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to Invest India’s address indicated in the Data Sheet. Invest India will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should Invest India deem it necessary to amend the RFP as a result of a clarification, it shall do so by the following procedure.

2.10.2 At any time before the submission of Proposals, Invest India may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be uploaded on the Invest India website and will be binding on them. To give Bidders reasonable time in which to take an amendment into account in their Proposals, Invest India may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.10.3 Pre-bid conference: Pre-bid conference will be held as specified in the Data Sheet for
clarifying issues and doubts, if any, concerning the subject matter of study. Inputs from the prospective bidders will also be sought if considered necessary.

2.11 Preparation of Proposals

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

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

2.11.3 Language: Documents to be issued by the bidders, as part of this assignment must be in English.

2.11.4 The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case the bid shall be accompanied by a certificate of authority. **A bid which does not fulfill this criterion will be treated as non-est and will be liable to be rejected.**

2.12 Technical Proposal

2.12.1 Bidders are required to submit an original Full Technical Proposal in an email to procurement@investindia.org.in with the subject “Technical Bid - *AGENCY NAME* - “Operation and Maintenance of TDF Web portal”. The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3).

2.12.2 Format of letter to be submitted by the Bidder along with the Proposal (Form TECH-1 of Section 3)

2.12.3 A brief description of the Bidders’ organization and an outline of recent experience of the Bidder, assignments of a similar nature are required in (Form TECH-2 of Section 3). For the assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, Contract amount, and bidder’s involvement. Information should be provided only for those assignments for which the bidder was earlier awarded Contract as an individual Agency or as a lead partner in a Consortium. Assignments completed by individual Professional staff working privately or through other Companies cannot be claimed as the experience of the bidder, or that of the Agency’s associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience, if so, requested by Invest India.

2.12.4 The team composition by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-3 of Section 3).
2.12.5 Based on the understanding of the organizational structure and operational specifications mentioned in the TOR. The bidder is required to submit different case-based applications Guidance on the content of this section of the Technical Proposals is provided under (Form TECH-4 of Section 3).

2.12.6 Information on conflicting activities, if any, should be given as per Form TECH-5.

2.12.7 Bid-Security Declaration as per Form TECH-6

2.12.8 The Technical Proposal shall NOT include any financial information. A Technical Proposal containing financial information shall be declared non-responsive and will be rejected.

2.13 Financial Proposals

2.13.1 The bidder should submit the financial bid as per the format indicated in FORM FIN 2 in a separate file with password protected document.

2.13.2 Password of the document shall not be shared with Invest India or any of its associates before the stipulated time of opening of Financial Bids as per the defined schedule. The password should be shared only as per the instructions provided by Invest India during the Financial Bid Opening.

2.13.3 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 Form FIN-2 (Section 4).

2.13.4 No additional amount (including travelling, lodging, food etc.) shall be payable by Invest India in case of On-Site resources or if travel is required to Invest India office in New Delhi.

2.14 Conflict of Interest

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

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

2.15 Conflicting activities

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

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

2.17 Ownership Rights

2.17.1 Ownership of anything (platforms, code, data, reports) (a) that is conceived, discovered, developed or otherwise made by a selected bidder, solely or in collaboration with others, in the course of performing the assignment pursuant to the award of Contract under this RFP; or (b) that reflects or contains Invest India’s confidential information; or (c) that forms all or part of a deliverable to be provided by the selected bidder, whether developed as part of the assignment or separately (“Work Product”), will be the sole property of Invest India and Invest India shall have all the rights, title and interests in respect of the same, in accordance with the terms of the Contract. In no event can a selected bidder claim its control or any rights, title or interest over the Dynamics 365 Platform, underlying modules, its software, code, database, or any Work Product.

2.18 Conflicting relationships

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

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

2.19 Performance security

2.19.1 For the due performance of the assignment in accordance with the terms and conditions specified, the selected Agency shall on the day or before signing the contract which shall not be later than 30 (thirty) days from the issue of the Letter of Award (“LOA”), furnish to Invest India a performance security in the form of an irrevocable Bank Guarantee for an amount equal to ten percent (3%) of cost mentioned of the issued Work Order. This performance guarantee will be released within 60 days post successful completion of
satisfactory project performance duly signed by authorized personnel.

2.19.2 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.

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

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

2.20 Confidentiality

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

2.21 Authorization of signatory:

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

2.22 Submission, Receipt, and Opening of Proposals

2.22.1 The original proposals need to be submitted via email to procurement@investindia.org.in

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

a. E-file 1:
   i. Receipt of RTGS/NEFT for Nonrefundable Bid Processing Fees
ii. Technical Bid/Proposal

iii. Bid Security Declaration (on company’s letterhead signed by authorized representative)

b. E-file 2: Financial Bid (Encrypted with password)

The bid will be rejected if the financial bid is NOT Password Protected

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

<table>
<thead>
<tr>
<th>E-file 1: Bid Security Declaration, Bid Processing Fees, Pre-Qualification Proposal &amp; Technical Proposal</th>
<th>The Bidder must submit a Non-Refundable Bid Processing Fees which shall be in the form of RTGS/NEFT in Indian Rupees only. The receipt of the same shall be attached in the E-file.</th>
</tr>
</thead>
</table>
| Sajo Mon S  
Invest India.  
Vigyan Bhawan Annexe  
Maulana Azad Road | New Delhi 110011  
M: +91 92053 55433  
E: procurement@investindia.org.in  
Cc to: sajo.s@investindia.org.in |
| The Pre-Qualification Documents- shall be prepared in accordance with the requirements specified in the data sheet of this RFP. The Pre-Qualification Proposal should be submitted in softcopy The words “Pre-Qualification Proposal – Invest India - Operation and Maintenance of TDF Web Portal ” shall be written on the softcopy which shall be emailed to procurement@investindia.org.in and cc to sajo.s@investindia.org.in . |
| The Technical Proposal shall be prepared in accordance with the requirements specified in Data Sheet and in the Tech forms prescribed in this RFP. The Technical Bid should be submitted via email on the below mentioned ID on or before the bid submission due date- procurement@investindia.org.in; [Cc to sajo.s@investindia.org.in ] |
| The first e-file needs to contain the Agency name and Nonrefundable Bid Processing fees and bid security declaration. |
| The second e-file must contain Prequalification proposal. |
| The third e-file must contain technical proposal. |
2.22.4 Invest India shall not be responsible for misplacement, loss or premature opening of the mail if not named clearly. This circumstance may be a case for proposal rejection. If the Financial Proposal is not submitted in a separate file with password protection duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

2.23 Proposal Evaluation

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

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

2.24.1 Proposals which are not supported by adequate proof of the Signatory’s Authority or are not accompanied by a Bid security declaration and Nonrefundable Bid Processing Fees will not be evaluated.

2.24.2 The Evaluation Committee shall evaluate the technical proposals only for those bidders who satisfy the pre-qualification criteria as referred in section 2.1. The technical proposals will be evaluated on the basis of their responses to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Evaluations will be based on documentary evidence submitted by the bidder with respect to pre-qualification / evaluation / selection criteria. Each responsive proposal will be given a technical score (Ts). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Technical proposals which are unsigned, and incomplete shall not be evaluated.

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

2.25 Evaluation of Financial Proposals

2.25.1 After the technical evaluation is completed, the qualified bidders shall be informed about the time and location/mode for opening the Financial Proposals. Bidder’s attendance at the opening of Financial Proposals is mandatory but it shall be recorded and signed by all present.

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

2.25.3 Financial proposals of only those bidders will be evaluated, who secure a minimum of 70% marks in the technical evaluation. The proposal with the lowest total bid value as given in FORM FIN 2 shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their total bid value.

2.26 Combined Evaluation

2.26.1 Based on the criteria in section 2.4 the combined score shall be obtained by weighing the technical and financial scores in the ratio of 70:30 and adding them up. On the basis of combined weighted score for technical and financial, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest combined score in evaluation will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc.
The bidder securing the highest combined marks will be considered for award of the contract.

Example:
As an example, the following procedure will be followed. The minimum qualifying marks for technical qualifications are 70 and the weightage of the technical bids and financial bids is kept as 70:30. Assuming that in response to the RFP, 3 proposals, A, B & C are received. The technical evaluation committee awards them 75, 80, and 90 marks respectively. The minimum qualifying marks are 70. All the 3 proposals are, therefore, found technically suitable and their financial proposals will be opened after notifying the date and time of bid opening to the successful participants. Assuming that the evaluation committee examines the financial proposals and the quoted total bid values are as under:

<table>
<thead>
<tr>
<th>Proposal</th>
<th>Total Bid Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Rs.120</td>
</tr>
<tr>
<td>B</td>
<td>Rs.100</td>
</tr>
<tr>
<td>C</td>
<td>Rs.110</td>
</tr>
</tbody>
</table>

Using the formula \( \frac{LTBV}{TBV} \), where \( LTBV \) stands for Lowest Total Bid Value and \( TBV \) stands for Total Bid Value, the committee will give them the following points for financial proposals:

- A: \( \frac{100}{120} = 83 \) points
- B: \( \frac{100}{100} = 100 \) points
- C: \( \frac{100}{110} = 91 \) points

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

- Proposal A: \( 75 \times 0.70 + 83 \times 0.30 = 77.4 \) points.
- Proposal B: \( 80 \times 0.70 + 100 \times 0.30 = 86 \) points
- Proposal C: \( 90 \times 0.70 + 91 \times 0.30 = 90.3 \) points.

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

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

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

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

The agency achieving the highest combined technical and financial score will be invited for negotiations after which the consulting fees/charges agreed with that bidder shall be deemed to be the Fees to be paid to the selected Agency for providing the mentioned Services/Support.

2.27 Information

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

2.28 Taxes

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

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

2.29 Award of Contract

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

2.29.2 Invest India shall award the Contract to the selected bidder by issue of Letter of Award (LOA) and notify the same on Invest India website.

2.29.3 The selected bidder is expected to commence the assignment on the date and at the location specified in the LOA/Contract/Work Order
SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS
<table>
<thead>
<tr>
<th>TECH FORMS</th>
<th>FORM NAME</th>
<th>X / √</th>
<th>Mention list of all supporting documents attached (if any)</th>
</tr>
</thead>
</table>
| TECH-1     | Letter of proposal submission (see Form Tech 1A)  
Bidder’s Authorization Certificate (see Form Tech 1B – in case ------)  
Bidder Details (Form Tech 1C) |       |                                                         |
| TECH-2     | Bidder’s organization and experience |       |                                                         |
|            | (A). Bidder’s organization |   |  
*DPIIT Recognized Startups are exempt from this criterion* |   |
|            | (B). Bidder’s experience |       |                                                         |
| TECH-3     | (A). Summary of project team / team composition |       |                                                         |
|            | (B). Curriculum Vitae (CV) for proposed professional staff |       |                                                         |
| TECH-4     | Understanding of TOR and Competence of the Bidder |       |                                                         |
| TECH-5     | Information regarding Conflicting Activities and Wrong Declaration thereof |       |                                                         |
| TECH-6     | Bid-Security Declaration |       |                                                         |
Form Tech 1A: Letter of Proposal Submission

[Location, Date]

To
Invest India,
First Floor, Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi – 110 011

Dear Sir

We, the undersigned, offer to provide the complete solutions for the implementation of the Microsoft dynamics platform, in accordance with your Request for Proposal dated 22nd November 2021. We are hereby submitting our proposal, which includes this Technical Proposal as indicated in relevant clause, and the Financial Proposal with password protection as indicated in relevant clause sealed under a separate e-file.

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

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

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

Yours faithfully,

*Authorized Signatory [In full and Designation]:

Name and Title of Signatory:
Name of Bidder:
Address:

* NB: Authorization in form of power of Attorney is required on a non-judicial Stamp Paper.
Form Tech 1B: Bidder’s Authorization Certificate

To,
Invest India,
First Floor, Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi – 110 011

<Bidder’s Name> __________________________, <Designation> ____________ is hereby authorized to sign relevant documents on behalf of the Agency in dealing with proposal of reference <Reference No. & Date> ____________________. <Bidder’s Name> 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 1C: Bidder Details

<table>
<thead>
<tr>
<th></th>
<th>Agency Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td><strong>1.1</strong> Agency Name</td>
<td></td>
</tr>
<tr>
<td><strong>1</strong></td>
<td><strong>1.2</strong> Details</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Website</td>
<td></td>
</tr>
<tr>
<td><strong>1</strong></td>
<td><strong>1.3</strong> Contact Person: <em>Chief Executive/ Head of Operations</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile Number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td><strong>1</strong></td>
<td><strong>1.4</strong> Contact Person: <em>Project Leader</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile Number</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td></td>
</tr>
</tbody>
</table>

# Form Tech 2: Bidder’s Organization and Experience

**(A) - Bidder’s Organization**

[Provide here a brief description of the background and organization of your Agency/entity and each associate for this assignment. The brief description should include ownership details, date and place of incorporation/ registration of the agency, objectives of the agency etc.]
<table>
<thead>
<tr>
<th>Years</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
<th>Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turnover (INR)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach Incorporation/ Registration Certificate, Audited Account Sheets/ P&L Sheets.
[DPIIT Recognized Startups are exempt from this criterion]

(B) - Bidder’s Experience

Using the format below, provide information on each assignment/job for which your agency, had legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out assignment/job similar to the ones requested under this assignment/job (exact assignment / job details may be submitted).
| Agency’s name: ________________________________ |
| Assignment Name: | Country: |
| Location within Country: | Key professional staff Provided by Your Firm / entity(profiles): |
| Name of Client: | No. of Staff: |
| Address: | No. of Staff-Months; duration of assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in INR): |
| Name of Associated Consultants, if any: | No. of Months of Key professional staff, provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved, and functions performed: |
| Narrative Description of Project: |
| Description of Actual Services Provided by Your Staff: |

Note:  Please provide documentary evidence i.e., copy of work order, Contract for each of above-mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the Proposal.
Form Tech 3: Team Composition and Task Assignment/ Jobs
(A) - Summary of Project Team / Team Composition

<table>
<thead>
<tr>
<th>S. No</th>
<th>Name</th>
<th>Position</th>
<th>Nature of Tasks which will be Performed by him/her</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(B) - Format of Curriculum Vitae (CV) For Proposed Key professional staff.

1. **Proposed Position** [i.e., team leader, developer, business analyst etc.]: ________________

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

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

4. **Date of Birth**: ________________  Nationality: ____________________

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

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

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

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

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

   Employer: ______________________________

   Positions held: __________________________

9. **Detailed Tasks Assigned**  

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

    [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.]

    Name of assignment or project: ________________
List all tasks to be performed under this assignment

- Year: ________________________________
- Location: ________________________________
- Client: ________________________________
- Main project features: ________________________________
- Positions held: ________________________________
- Activities performed: ________________________________

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

__________________________________________ Date: ____________

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of staff member: ___________________________________________

Full name of authorized representative: ______________________________________

Form Tech 4: Understanding of TOR and Capabilities Offered

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 three chapters:

1. Technical Approach and Methodology,
2. Work Plan, and
3. Organization and Staffing

Technical Approach and Methodology: In this you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt for query handling and highlight the compatibility of those methodologies with
the proposed approach. The bidder should explain methodology adopted for handling queries and maintaining database. Bidder should clearly indicate how they will be using their existing knowledge and past experience of query handling and reporting to add value in the project.

**Work Plan:** The Bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, MIS reporting and governance mechanism including the format/template of the reports, the number of reports and the frequency of reports that would be shared with Invest India. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final deliverables should be included here.

**Organization and Staffing:** The Bidder should propose and justify the structure and composition of the team. Bidder should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.
Form Tech 5: 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:
Form Tech 6: Bid Security Declaration

To,
Invest India,
First Floor, Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi – 110 011

<Bidder’s Name>, <Designation> is hereby authorized on behalf of the Agency in dealing with proposal of reference <Reference No. & Date> ____

__________________________. <Bidder’s Name>. In accordance with the terms and conditions of the RFP we are hereby submitting the Bid Security Declaration to Invest India in lieu of EMD. We acknowledge that in the event of our organization failing to comply with the terms and conditions of the RFP, Invest India can debar us for a period of 3 years from all future tenders released by Invest India.

Authorized Signature [In full and initials]:

Name and Title of Signatory:
Name of Agency:
Address:
Seal:
SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS
Form Fin 1: Financial Proposal Submission Form

[Location, Date]

To: Invest India,

Dear Sir

We, the undersigned, offer to provide the Assignment/job for [Operation and Maintenance of TDF Web Portal] in accordance with your Request for Proposal dated [22-November-2021] and our Technical Proposal. Our attached Financial Proposals (in one sealed envelope) is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes. We hereby confirm that the financial proposals are unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e., till 31-March-2021.

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: Cost as per TOR of Section 5

BID PROPOSAL SHEETS

Name of the work: Operation and Maintenance of TDF Web Portal

Quotes submitted provide complete solutions to the National Investment Promotion and Facilitation Agency of India and acts as the first point of reference for investors in India, are in accordance with the scope of work and terms & conditions mentioned under Scope of Services as under Section 5.

Part - A

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Scope of Work</th>
<th>INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Lumpsum cost for Operation and Maintenance of TDF Web Portal</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL BID VALUE (12 Months) (exclusive of all taxes)

GST @

TOTAL BID VALUE (12 Months) (inclusive of all taxes)

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

Note:

- The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
- For the purpose of evaluation for Selection of Bidder, the total cost inclusive of taxes of all the above will be considered.
- Bidder must submit their financial bid for the total scope of work.
- Invest India reserves the right to modify the resource utilization on this project as per its additional requirement in the scope of work without any prior intimation.
- The lumpsum rates provided hereunder shall remain the same for the entire duration of the contract.
- In case of any additional scope of work the resources shall be utilized and billed on pro-rata basis as per the resource cost provided to Invest India as per the fixed L1 cost for the additional scope of work.
- Invest India shall not bear any additional out-of-pocket expenses (including inter alia travelling, accommodation, food etc.) except in cases where prior written approval has been obtained from Invest India.
• Any software/ technology licenses required specifically on the portal shall be pre-approved by Invest India and the invoices with respect thereto shall be raised on actuals.

• Invest India shall not bear license/ procurement cost for any software/ tools required for Project management or development/ testing purposes (including inter alia VB, JIRA, MS Office etc.).

Signature of the Authorized Signatory

Place: 
Name: 
Date: 
Designation: 
Name & Address of the Bidder:
SECTION 5: TERMS OF REFERENCE

5.1 Introduction
5.2 Scope of Work
5.3 Work Order
5.4 Payment Terms
5.1 Introduction
Invest India is the national investment promotion organization of India. It is promoted by the Department of Industrial Policy & Promotion (“DPIIT”), Ministry of Commerce and Industry, the State Governments and the Federation of Indian Chambers of Commerce and Industry (“FICCI”).

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

The Technology Development Fund Scheme is established to promote self-reliance in Defence Technology as a part of the Make in India initiative. The scheme is being implemented and executed by Defence Research & Development Organisation (DRDO) under Ministry of Defence in collaboration with Invest India, the national investment promotion and facilitation agency.

The TDF Scheme extends financial support and expertise to Indian industry to upgrade existing products/ systems, processes and its applications, and the development of futuristic technologies with defence applications. The Scheme enlists requirements of Armed Forces of upgrading products/ systems and futuristic defence technologies as Projects for which eligible stakeholders can apply through this platform.

5.2 Scope of Work
This section highlights the broad scope of work for the implementation of the MS D365 application suite and connected modules by the selected bidder. The broad scope of activities for the implementation partner would include (but not limited to):

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

<table>
<thead>
<tr>
<th>Operation of the TDF portal</th>
<th>Description</th>
</tr>
</thead>
</table>
| **Overall enhancement of aesthetics of the website** | • Overall enhancement of all pages, improvements in design aspects of the website.  
• The Engagement of Startups page and related sections should be enhanced and revamped.  
• The pages must be optimized for different screen sizes and compatible with all major browsers, like Google Chrome, Mozilla Firefox, Microsoft Edge, Safari, IE etc.  
• Enhancement of UI and UX of various user forms |
<p>| <strong>Online Evaluation system for applications</strong> | • A complete end to end evaluation of applications on the backend with an option to assign evaluators for each project who will have limited access to the Dashboard for evaluation. |</p>
<table>
<thead>
<tr>
<th>Access for SHQrs users to send requirements directly to DRDO through portal</th>
<th>• The site will send Emails and/or SMS reminders to website admins and applicants in set intervals before the deadlines of application submissions dates. • An interface with relevant features needs to be developed for SHQrs, DRDO and DPSU users to directly submit their project requirement to DTDF through the portal. • The TDF admin should be able to process and approve the requirements received from the Users.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Post Award Tracker</td>
<td>• Once the project has been awarded to industry users, based on technical and financial milestones they submit different documents and bills for approval to DRDO. • The submission and approval of these documents in addition to the extension requests for milestone has to featured and enhanced in the existing website.</td>
</tr>
<tr>
<td>Suo Moto proposals</td>
<td>• A section in admin dashboard needs to be created for portal admin to add Suo-moto projects and highlight their processing stage.</td>
</tr>
<tr>
<td>Technology Grid</td>
<td>• Technology Grid is a comprehensive list map of companies in the Indian defence sector with exhaustive details of their research capabilities, technical competencies, infrastructure, manpower details, turnover etc. • An interface for users looking for collaboration opportunities/Find a Partner request needs to be developed, involving an application form and a section in admin dashboard for website admin to process the same. • Map the registered users, funded projects, industry clusters into states and regions across the country. The areas can be highlighted based on presence of registered users and EOI applicants in that region (low, moderate, high).</td>
</tr>
<tr>
<td>Enhanced Admin Dashboard</td>
<td>• The Dashboard should be enabling the website admin to see live status on in-progress and awarded projects. • In-depth analysis and reports to be generated on users and applications. There should option to filter projects and applicants based on dates, stages, project users etc. and download the same. Further automation of tasks in the application process.</td>
</tr>
<tr>
<td>Automated Reminders before deadlines of application submissions:</td>
<td>• The website will send Emails and/or SMS reminders to website admins and applicants in set intervals before the deadlines of application submissions dates.</td>
</tr>
</tbody>
</table>

**Yearlong Maintenance of the TDF portal – 1 year**

| Minor Development & Content updates on pages | • Periodic content updates on the website by onsite technician. |
| Integration of mass mail system and third party APIs | • Assist with Third-Party API integration for mass mail and related APIs. |
Key Considerations:

1. TDF portal will be hosted on NIC cloud environment.
2. Implementing partner should follow secure Software Development Life Cycle ("SDLC") and the application security should be as per National Informatics Centre ("NIC") guidelines.
3. TDF Portal should have a modern design with a user-friendly user interface ("UI"), kindly look at other Invest India portals for reference.
4. Invest India will appoint a Single Point of Contact ("SPOC") for the overall management of the Project. Similarly, the partner should nominate one SPOC for the overall program governance.
5. The partner shall rely on the data and information provided by the SPOC and SPOC and/or IT Head shall be the final reviewer and approver for all the deliverables.
6. The final SOW including all the functionalities and features thereof shall be decided during the Project planning phase.
7. Any deviation in the agreed SOW and functionalities thereof shall be mutually discussed and agreed between Invest India and the implementing partner.
8. The above defined SOW and deliverables would be valid till the whole contract period and up to one year, where the billing will be done on lumpsum cost and for additional resources against additional scope of work on pro-rata basis. Invest India shall make the payment on a monthly/ milestone basis as per the lumpsum cost provided in Fin Form 2 irrespective of the number of resources deployed in the project as per Part- A of the Fin Form 2. Further, Invest India reserves the right to modify the SoW and Deliverable at its sole discretion.
9. Invest India reserves the right to modify the resource utilization on this project as per its additional requirement in the scope of work without any prior intimation.
10. Detailed scope of work and deliverables shall be defined during the project planning and contracting phase.
11. The office of Service Provider shall be considered as the location of the Project.
12. The service provider will provide with 1 (one) onsite resource (technician) for regular updates of information on the website. The team should have a presence in Delhi.
13. Support should be provided within 24hrs of receiving the request (SLA/TAT).
14. The proposed project cost shall be inclusive of cost incurred for on-site and offshore resources.
15. Invest India will prefer maximum use of open-source technologies/ frameworks
16. Any software/ technology licenses required specifically on the portal shall be pre-approved by Invest India and the invoices with respect thereto shall be raised on actuals.
17. Invest India shall not bear license/ procurement cost for any software/ tools required for Project management or development/ testing purposes (including inter alia VB, JIRA, MS Office etc.).

While the activities mentioned above are to give an idea of the nature and type of projects, there could be additional activities of similar nature, which the implementation partner would need to undertake from time to time, based on the requirement.
**Timelines**

<table>
<thead>
<tr>
<th>Expected Start date</th>
<th>1st Week of January 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Duration</td>
<td>1 (one) year from date of issuance of LoA.</td>
</tr>
</tbody>
</table>

5.3 Work Order

After successful signing of LOA/ contract with the successful bidder, Invest India would issue Work Orders to the selected bidder from time to time. The work order will clearly define the Scope of Work, The Timelines and Resource Deployment Plan.

5.4 Payment Terms

1. Advance payments will not be considered.

2. The scope of work provided under this contract is not exhaustive by any means.

3. The Organization will submit invoices in triplicate, complete in all respects, after the successful completion of every month and sign-off from Invest India representative.

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

5. The component of Goods and Services Tax shall be paid as applicable and as per actuals. Also, TDS will be deducted as per the provisions of the Income Tax Act as applicable.

6. For facilitating electronic transfer of funds, the selected organization will be required to indicate the name of the bank and branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and forward a cheque leaf duly cancelled in order to verify the details furnished. Every invoice, submitted for payments by the selected organization, shall provide these details.

7. The lumpsum rates provided hereunder shall remain the same for the entire duration of the contract.

8. Monthly invoices shall be raised to Invest India based on actuals, as per the lumpsum cost proposed in the RFP and man month rates as proposed by the L1 bidder, on pro-data basis will be raised (wherever applicable) as per project requirements.
SECTION 6: STANDARD FORM OF CONTRACT

DISCLAIMER:
Kindly note this model contract is purely for reference purposes, and any changes to the same shall be made solely at the discretion of Invest India. No contractual liability/obligations are created from this model contract.

Draft
CONTRACT FOR SERVICES

Between

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.

And

[Name of the Agency]

Dated: ______________

For

Development, implementation, operation, and maintenance of the Microsoft Dynamics customer relationship management solution

(On Non-judicial Stamp Paper)
6.1 Form of Contract

This Contract is made at __________ (place) on the ___________ day of the month and year) between Invest India, New Delhi - (hereinafter called Invest India of the First Party AND ____________, having its office ______________ (hereinafter called “Agency”) of the Second Party

WHEREAS

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

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

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

1. The following Contract documents shall be deemed to form an integral part of this Contract:
   a. Invest India General Conditions of Contract;
   b. The Special Conditions of Contract;
   c. The following Appendices:
      i. Description of Services/ Scope of Work
      ii. Reporting Requirements
      iii. Total cost of Services
      iv. Duties of Invest India
      v. Format for Performance Bank Guarantee
   d. Agency Proposal dated __________read with agreed Minutes dated ______
   e. Letter of Award dated __________ issued by Invest India

2. The mutual rights and obligations of Invest India and the Agency shall be as set forth in the Contract, in particular:
   a. The SCOPE OF WORK will be as per Terms of Reference of Section 5.
   b. The activities and the deliverables against each activity would be as per Section 5.
   c. The Agency shall carry out and complete the Services within the time frame indicated in RFP in accordance with the provisions of the Contract.
   d. The consideration or Contract Price shall be Rs. __________ inclusive of all taxes.
   e. Invest India shall make payments to the Agency in accordance with the provisions of the Contract.
   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 on the day and year mentioned above.

Signed by __________________

In presence of

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

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

In presence of (Witnesses)

(i)

(ii)
6.2 General Conditions of Contract

6.2.1 General Provisions

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

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

ii. “Applicable Law” means the laws and any other instruments having the force of law in India.

iii. “Client” means **Invest India** with which the selected Agency signs the contract for the services.

iv. “Monitoring Committee” (MC) means a Committee constituted to monitor the progress of the assignment which may make judgment giving reasons thereafter as to which shall be recorded in writing.

v. “Agency” means any entity that may provide or provides the Services to **Invest India** under the Contract.

vi. “Contract” means the Contract signed by the Parties and all the Contract documents listed in its Clause 1 of the Contract.

vii. Data Sheet” means such part of the Instructions to bidders used to reflect assignment conditions.

viii. “Day” means calendar day.

ix. “Effective Date” means the date on which this Contract comes into force.

x. “GCC” means these General Conditions of Contract.

xi. “Government” means the Government of India.

xii. “Indian Currency” means Indian Rupees (INR).

xiii. “Instructions to Companies” (Section 2 of the RFP) means the document which provides Companies with all information needed to prepare their Proposals.

xiv. “In writing” means communicated in written form with proof of receipt.

xv. “Liquidated Damages” herein- may be specified as “LD”.

xvi. “Local Currency” means Indian Rupees (INR).

xvii. “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by **Invest India** to the shortlisted Companies.

xviii. “LOA” means the Letter of Award issued by **Invest India** conveying its acceptance of the proposal of the successful Agency.

xix. “Party” means **Invest India** or the Agency, as the case may be, and “Parties” means both of them.
xx. “Personnel” means professionals and support staff provided by the Companies and assigned to perform the services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the country; “Local Personnel” means such professionals and support staff who at the time of being so provided have their domicile inside the country.


xxii. “RFP” means the Request for Proposal prepared by Invest India for the selection of Companies.

xxiii. “Services” means the work to be performed by the Agency pursuant to the Contract.

xxiv. “Third Party” means any person or entity other than Invest India, or the Agency.

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

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

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

6.2.1.5 Notices:

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

Agency: ____________________________________________
Attention: __________________________________________
Address with Communication details: _____________________________

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

Agency: ____________________________________________
Attention: ____________________________________________
Address with Communication details: _____________________________

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

6.2.1.7 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract or any amendment thereof by Invest India or the Agency may be taken or executed by the officials specified below.
Agency: ______________________________________________________
Attention: __________________________________________________
Address with Communication details: ______________________________

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

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

**6.2.1.9 Fraud and Corruption**

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

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

ii. “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract.

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

iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a Contract.

**6.2.1.9.2 Measures to be taken by *Invest India*.**

i. *Invest India* may terminate the Contract if it comes to know at any point of time that representatives of the Agency were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of the Contract, without the Agency having taken timely and appropriate action satisfactory to *Invest India* to remedy the situation after receipt of Notice.

ii. *Invest India* after issue of Show Cause Notice to Agency may also sanction against the Agency, declaring the Agency ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if it at any point of time comes to know that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any *Invest India*-financed Contract.

**6.2.2 Commencement, Completion, Modification and Termination of Contract**

**6.2.2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date of acceptance of LOA or signing of the Contract or any future date as specifically stated in the Contract.
6.2.2.2 Unless otherwise terminated under the provisions of any other relevant clauses, this contract shall be deemed to have been completed on completion of the scope of work, deliverables and submission of all the reports and release of final payments.

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

6.2.2.4 Modifications or Variations:
(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.
(b) In cases of substantial modifications or variations, a supplementary Agreement between Invest India and Agency is required.

6.2.2.5 Force Majeure

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

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

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

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

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

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

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

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

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

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

6.2.2.7 Termination:

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

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

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

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

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

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

(f) If the Agency fails to provide the quality services as envisaged under this Contract. The Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Agency to improve the quality of the services.
(g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

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

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

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

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

(c) If Invest India fails to comply with any final decision reached as a result of Arbitration pursuant to Clause 8 hereof.

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

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

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

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

(a) If the agreement is terminated pursuant of Clause 6.2.2.7.1 (a) to (f), the Agency shall not be entitled to receive any agreed payments upon termination of the Contract. However, Invest India may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to Invest India. Under such circumstances, upon termination, Invest India may also impose liquidated damages as per the
provisions of Clause 9 hereof. The Agency will be required to pay any such liquidated damages and compensation as permissible under Contract Act to Invest India within Thirty (30) days of termination date.

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

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

6.2.3 Obligations of the Agency

6.2.3.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to Invest India, and shall at all times support and safeguard Invest India’s legitimate interests in its dealings.

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

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

6.2.3.3 Confidentiality: The Agency and the Personnel shall not at any time communicate in any manner, to any person or entity, information acquired in the course of the Services, the study prepared in pursuance to the award of the Contract, recommendations formulated by the Agency and the Personnel, the award of the Contract and its execution. Moreover, the Agency and the Personnel are required to sign a Non-Disclosure Agreement (NDA) in the desired format (will be shared by Invest India) before the start of this assignment.

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

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

6.2.3.6 Reporting Obligations: The Agency shall submit to Invest India the reports and documents (agreed to be submitted between Invest India and Agency) hereto, in the form, in the numbers and within the time periods mutually agreed.
6.2.3.7 Publications, Reports and Documents Prepared by the Agency to be the Property of Invest India: All publications and reports, database and other documents prepared by the Agency for Invest India under this Contract shall become and remain the property of Invest India, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such reports and documents to Invest India, together with a detailed inventory thereof. The Agency may retain a copy of such reports and documents, but shall not use anywhere, without taking permission, in writing, from Invest India and Invest India reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third Parties for purposes of development of any such reports, the Agency shall obtain Invest India’s prior written approval to such agreements and Invest India shall be entitled at its discretion to require recovering the expenses related to the development of the report(s) concerned.

6.2.4 Companies’ Personnel

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

6.2.5 Obligations of Invest India

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

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

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

6.2.5.3 Payment: In consideration of the Services performed by the Agency under this Contract, Invest India shall make to the Agency such payments and in such manner as is provided by Clause 6 of this Contract.

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

6.2.6 Payments to the Agency

6.2.6.1 Total Cost of the Services:

(a) The total cost of the Services payable as per the Agency’s proposal to Invest India shall be (INR) ____________________.
(b) The prices stated in the Contract shall be deemed to include all amounts payable for the use
of patents, copyrights, registered charges, trademarks and payments for any other industrial
property rights.

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

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

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

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

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

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

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

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

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

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

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

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

6.2.7 Deductions

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

6.2.8 Fairness and Good Faith

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

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

6.2.9 Settlement of Disputes

6.2.9.1 Amicable Settlement: Performance of the Contract is governed by the terms & conditions of the Contract. In case of any dispute arising between the Parties regarding any matter under the prevailing contract, 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
dispute cannot be amicably settled within Sixty (60) days following the response of that Party, clause 6.2.9.2 shall become applicable.

6.2.9.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between Invest India and the Agency, which has not been settled amicably under the provisions of the above clause 6.2.9.1, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by Invest India and the Agency, the third arbitrator shall be chosen 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 for Promotion of Industry and Internal Trade, Ministry of Commerce and Industries or Indian Council of Arbitration (ICA). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.

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

6.2.9.4 The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by Invest India and the Agency. All Arbitration awards shall be in writing and shall state the reasons for the award.

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

6.2.9.6 All incidental expenditures incurred in relation thereto in preparation, presentation of documents related to the dispute in connection shall be independently borne by the respective parties.

6.2.10 Jurisdiction

6.2.10.1 This agreement/contract shall be governed and construed in accordance with the laws in force in India, the courts in Delhi being the court of competent jurisdiction.

6.2.11 Liquidated Damages

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

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

6.2.11.3 The liquidated damages for delay by Agency shall be applicable under following circumstances:
(a). If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 1% (One Percent) of the proportional cost of the services related to that deliverable for delay of each week or part thereof.

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

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

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

6.2.12 Performance security

6.2.12.1 For the due performance of the program/ project in accordance with the terms and conditions specified in the Letter of Award (LOA) the Agency shall on the day or before signing the Contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to Invest India a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to 10% (Ten Percent) of cost for application design, development and implementation of the project which (Part A of the financial bid). This performance guarantee will be released upon fulfillment of all responsibilities for completion of application design, development and implementation and on submission of a fresh bank guarantee for an amount equal to 10% (Ten Percent) of the cost of Maintenance of the system (Part B of the financial bid). This fresh performance guarantee will be released within 60 days post successful completion of the whole Project.

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

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

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

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

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

6.2.14 Taxes

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

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

6.2.15 Contract Price

6.2.15.1 The financial bid is invited in 2 parts (PART A and PART B). The Contract Price is the total bid value i.e., combined value of both PART A and PART B.

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

6.2.16 Transfer of Contract

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

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

6.2.17 Miscellaneous provisions

i. “Nothing contained in this Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.

ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

iii. The Agency shall notify Invest India of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Contract.

iv. The Agency shall at all times indemnify and keep indemnified Invest India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.

v. The Agency shall at all times indemnify and keep indemnified Invest India against any claims in respect of any damages or compensation payable in consequences of any
accident or injury sustained or suffered by its (the Agency’s) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Agency.

vi. The Agency shall at all times indemnify and keep indemnified Invest India against any and all claims by Employees, Workman, Companies, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of their wages, salaries, remuneration, compensation or the like.

vii. All claims regarding indemnity shall survive the termination or expiry of the Contract.

viii. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or Invest India.

6.2.18 Payment Terms

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

a) Payment as per the Financial Bid amount will be monthly – at the end of every month, Form Fin 2 subject to the satisfactory completion of deliverables specified in the scope of work.

b) The vendor for any additional expenses must seek prior approval from Invest India and shall be paid on actuals on receipt of expense bills for the same.

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

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

BANK GUARANTEE NO.___________________________________

Whereas you have entered into a contract signed on certificate no. ________________
(for Contract no No___________) Dated ______ (hereinafter referred to as the said
Contract with M/s _________________________, having its registered office at
__________________
(here in after referred to as the “Service provider”) for supply of items/services as per
clause __________of the said Contract to the said Service provider and whereas the
Service provider has undertaken to produce a performance bank guarantee for (10%) of
cost for application design, development and implementation of the project as referred in
clause 3.13 of the Contract which amounts to Rs. ____________
to secure its obligations to the Invest India.

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

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

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

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

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

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

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

8. This guarantee is Non assignable and non-transferable.
9. Notwithstanding anything contained herein above:

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

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

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

   End of Document