



INVEST INDIA

NATIONAL INVESTMENT PROMOTION
& FACILITATION AGENCY

REQUEST FOR PROPOSAL

(Bidding Terms & Draft Agreement)

FOR

Selection of Agency for

Accelerating Investment in India

Dated: **11 July 2019**

Invest India

A Joint venture between Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Industry Associations; and State Governments of India

Room No.225, 1st Floor, Vigyan Bhawan Annexe, New Delhi-110011

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SECTION 1: LETTER OF INVITATION

Dear Sir,

Invest India invites proposals from reputed bidders for selection of an Agency for **Accelerating Investment in India**.

A bidder will be selected under the Combined Quality cum Cost Based System method (CQCCBS) with weightages of 80:20 (80% for technical proposal and 20% for financial proposal) and as per procedures described in this RFP.

The content of this Request for Proposal (RFP) document enlists the requirements of Invest India. It includes the **Bidding Terms and Draft Agreement** which details out all that may be needed by the potential bidders to understand the financial terms and bidding process and explains the contractual terms that Invest India wishes to specify at this stage. It also consists of a draft agreement that needs to be signed between the Invest India and the successful bidder.

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

All interested agencies should inform (within one week of the date of release of RFP) the concerned officer at Invest India:

2.1 that it will submit a proposal

2.2 that it will attend the pre-bid conference on 22nd July 2019 at 11:00 am

The information may be submitted at the following address by post only.

Vivek Sonny Abraham

Vice President

Room No. 225, 1st Floor, Vigyan Bhawan Annexe, New Delhi 110 011

T: +91 11 23048107

E: procurement@investindia.org.in

Yours faithfully,

Deepak Bagla

Managing Director & CEO

Invest India

SECTION 2: INSTRUCTIONS TO BIDDERS

Preface

Invest India is a not-for-profit joint venture between the Department of Promotion of Industry & Internal Trade (DPIIT), Ministry of Commerce & Industry; State Governments; the Federation of Indian Chambers of Commerce and Industry (FICCI); the Confederation of Indian Industry (CII); and the National Association of Software and Services Companies (NASSCOM). 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 granular, sector- and state-specific information, assistance with location identification, expedition of regulatory approvals, facilitation of meetings with relevant government officials, organization of investment road shows and roundtables, and aftercare services that include initiating remedial action on problems faced by investors by involving the government department concerned.

Disclaimer

1. This RfP document is neither an agreement nor an offer by Invest India (hereinafter referred to as INVEST INDIA) to the prospective Applicants or any other person. The purpose of this RfP is to provide information to the interested parties that may be useful to them in the formulation of their proposal to this RfP.
2. INVEST INDIA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfP document and it is not possible for INVEST INDIA to consider particular needs of each party who reads or uses this document. RfP includes statements which reflect various assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RfP document and obtain independent advice from appropriate sources.
3. INVEST INDIA will not have any liability to any prospective Applicant / Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part of this RfP document, the award of the Assignment, the information and any other information supplied by or on behalf of INVEST INDIA or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. INVEST INDIA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RfP.

4. INVEST INDIA will not be responsible for any delay in receiving the proposals. The issue of this RfP does not imply that INVEST INDIA is bound to select an Applicant or to appoint Selected Applicant, as the case may be, for the services and INVEST INDIA reserves the right to accept/reject any or all of proposals submitted in response to RfP document at any stage without assigning any reasons whatsoever. INVEST INDIA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RfP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. INVEST INDIA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. INVEST INDIA reserves the right to change / modify/ amend/ cancel any or all provisions of this RfP document. Such revisions to the RfP / amended RfP will be made available on the website of INVEST INDIA website.

2.1 Introduction

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

- 2.1.2 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 data sheet will not be considered.** The Proposals submitted will be the basis for signing the contract with the selected bidder.

- 2.1.3 The Bidders are required to familiarize themselves with the local conditions and take them into account while preparing their proposals. To obtain first-hand information on the

assignment and local conditions, bidders are advised to attend a pre-bid conference as specified in the Data Sheet. Attending the pre-bid conference is optional. Bidders should contact **Invest India**'s representative named in the Data Sheet to obtain additional information on the pre-bid conference.

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

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

2.2 Documents part of RfP

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

Section 1 - Letter of Invitation

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

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

2.3 Fraud / Corruption

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

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

2.3.2 **Invest India** will terminate the Contract, if already awarded and will declare the bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if at any time it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Contract.

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

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

2.4 Only one Proposal

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

2.5 Proposal Validity

2.5.1 The Data Sheet indicates how long Bidders' proposals must remain valid after the submission date. During this period, Bidders shall ensure the availability of professional staff nominated in the Proposal. Should the need arise, **Invest India** may request Bidders to extend the validity period of their proposal further by 60 days. Bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, which would be considered in the final evaluation for Contract award. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals.

2.6 Clarification and Amendment of RFP Documents

2.6.1 Bidders may request for clarifications on any 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.

2.6.2 At any time before the submission of Proposals, **Invest India** may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be 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.

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

2.7 Preparation of Proposals

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

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

2.7.3 The numbers of Professional staff-months required for the assignment have to be estimated by the Bidders. **Invest India** will not be liable for additional cost compensation in case bid proposal is based on inadequate or under-estimated staff months. Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.

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

2.7.5 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 fulfil this criterion will be treated as non-est and will be liable to be rejected.**

2.8 Earnest Money Deposit (EMD)

- 2.8.1 The Bidders must submit an Earnest Money deposit of ₹10,00,000 in the form of a bank draft or Bank Guarantee along with a Technical proposal.
- 2.8.2 The EMD shall be in Indian Rupees only. The Bank Draft/Bank Guarantee should be drawn in favor of **Invest India** and payable at New Delhi.
- 2.8.3 Unsuccessful Bidder's EMD will be discharged / refunded as promptly as possible after the final selection.
- 2.8.4 The successful Bidder's EMD will be discharged only after the completion of the contract papers.
- 2.8.5 The EMD shall be forfeited:
- a. If a Bidder withdraws the bid after the final date of submission and during the period of bid validity specified by the Bidder on the Bid Form.
 - b. Or in case of a successful Bidder, if the Bidder fails to sign the contract; or
 - c. If a bidder fails to furnish the Performance Guarantee.
- 2.8.6 Proposals not accompanied by EMD will not be considered for Technical and Financial evaluation.

2.9 Pre-Qualification Criteria

- 2.9.1 A pre-qualification criteria will be applied to short-list the bidders for technical and financial evaluation. The criteria is as mentioned in the Data Sheet.
- 2.9.2 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 EMD and are satisfying the above pre-qualification criteria.

2.10 Technical Proposal

2.10.1 Bidders are required to submit an original Full Technical Proposal (FTP) along with 2 hard copies and a soft copy (in the form of a pen drive). 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).

- a. Format of letter to be submitted by the Bidder along with the Proposal (Form TECH-1)
- b. 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.
- c. Comments and suggestions may be proposed on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment. The bidder however, should not make any deviation from the Terms of Reference, which reduces the scope of services. (Form TECH-3 of Section 3). The bidder may suggest their own methodology, work plan over and above the ones detailed in the project report.
- d. A description of the approach, methodology, and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, activity schedule, organization and staffing schedule. Guidance on the

content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-5 of Section 3) which will show in the form of a bar chart, the timing proposed for each activity.

- e. The team composition by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-6 of Section 3).
- f. Comments, if any, on the Standard form of Contract as given in Section 3 of the RFP may be given as per Form TECH 7. However, **Invest India** is not bound to accept any/all suggestions proposed and may reject any such suggestion.
- g. Information on conflicting activities, if any, should be given as per Form TECH-8.

2.10.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared nonresponsive.

2.11 Financial Proposals

2.11.1 The bidder should submit the financial bid as per the format indicated in FORM FIN 2 in a separate sealed envelope.

2.11.2 The quote should be in Indian Rupees and should be exclusive of all taxes as applicable. The Financial Proposal shall be prepared using the attached Standard Form (Section 4).

2.12 Conflict of Interest

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

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

2.13 Conflicting activities

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

2.14 Conflicting assignments

2.14.1 Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may 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.

2.15 Ownership Rights

2.15.1 Ownership of all new artifacts (reports, presentations and other publications) will rest with **Invest India** and it will have the right to resell/ implement the same with any other organization.

2.16 Conflicting relationships

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

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

2.17 Negotiations

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

2.18 Performance security

2.18.1 For the due performance of the assignment in accordance with the terms and conditions specified, the selected Agency shall on the day or before signing the contract which shall not be later than 30 (thirty) days from the issue of the Letter of Award, furnish to **Invest India** a performance security in the form of an irrevocable Bank Guarantee for an amount equal to ten percent (10%) of cost mentioned in the *financial bid*. This performance guarantee will be released after successful completion of the whole Project.

2.18.2 The Bank Guarantee/s shall be in favour 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**.

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

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

2.19 Confidentiality

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

2.20 Authorization of signatory:

2.20.1 The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. 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.

2.21 Submission, Receipt, and Opening of Proposals

2.21.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1A of Section 3, and FIN-1 of Section 4. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

2.21.2 It is proposed to have the following Envelope System for this bid:

- a. *Envelope* 1:
 - i. Demand Draft for Earnest Money Deposit

- ii. Pre-Qualification Proposal, a copy and a Pen drive
- iii. One original, 2 copies and a Pen drive of Technical Bid

b. ***Envelope 2:*** Financial Bid

c. ***Envelope 3:*** Both the above envelopes in Envelope 3

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

Envelope 1:
EMD, Pre-
Qualification
Proposal &
Technical
Proposal

- The Bidder must submit an *EMD* which shall be in the form of a Demand Draft or Bank guarantee in Indian Rupees only. The Bank Draft/ Bank guarantee should be drawn in favour of Invest India and payable at New Delhi.
- The *Pre-Qualification Proposal* shall be prepared in accordance with the requirements specified in the data sheet of this RFP. The Pre-Qualification Proposal should be submitted in hard copy (one original and one copy). The words “**Pre-Qualification Proposal – Accelerating Investment in India**” shall be written on the hardcopy.
- The *Technical Proposal* shall be prepared in accordance with the requirements specified in S. No. 2.10, Data Sheet and in the Tech forms in Section 3 prescribed in this RFP. The Technical Bid should be submitted in hard copy (one original and two copies) and on 1 pendrive format only. The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- The words “Pre-Qualification and Technical Proposal – Accelerating Investment in India (Not to be opened before 20th August 2019)” shall be written on the hardcopies and pendrive. Pendrive should contain pdf version of the signed Technical Proposal submitted by the Bidder in hard copy.
- The hardcopies and pen drive shall be put in the envelope which shall be sealed and super scribed “Pre-Qualification Proposal – Accelerating Investment in India”. This envelope and pen drive *should not* contain the financial bid, in either explicit or implicit form, in which case the bid will be rejected.

<p>Envelope 2: Financial bid</p>	<ul style="list-style-type: none"> • The Financial bid shall be submitted in a sealed envelope as per the format prescribed in Section 4 of this RFP. • The Financial bid shall be submitted on hard copy only. pen drive will not be accepted. • The words “Financial bid– Accelerating FDI Investment in India” shall be written on the hardcopy. The hard copy shall be signed by the authorized signatory on all the pages before being put in the envelope and sealed. The envelope should also be super scribed “Financial bid- Accelerating FDI Investment in India (Not to be opened with the Technical Proposal)” <p>Note: Unsigned hard copy of the Financial bid will lead to rejection of the</p>
<p>Envelope 3</p>	<p>Both Envelope 1 and Envelope 2 should be put in Envelope 3 which shall be properly sealed. The outside of the envelope must clearly indicate the name of the project (“Proposal for Accelerating Investment in India”)</p> <p>This outer envelope shall bear the submission address, reference number (mentioned in Data Sheet) and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, before 20th August 2019.</p>

2.21.4 **Invest India** shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

2.21.5 The Proposals must be sent to the address/ addresses indicated in the Data Sheet and received not later than the time and the date indicated in the Data Sheet. Any proposal received after the deadline for submission shall be returned unopened against acknowledgement or Registered AD post/ courier.

2.21.6 Technical Proposals shall be opened immediately after the deadline for their submission is over. The envelopes with the Financial Proposals shall remain sealed and securely stored.

2.22 Proposal Evaluation

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

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

2.23 Evaluation of Technical Proposals

2.23.1 Proposals which are not supported by adequate proof of the Signatory's Authority or are not accompanied by an EMD will not be evaluated.

2.23.2 The Evaluation Committee shall evaluate the technical proposals only for those bidders who satisfy the pre-qualification criteria as referred in clause no. 3 of data sheet. The technical proposals will be evaluated 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.

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

2.23.4 The bidder who secures maximum marks shall be given a technical score of 100. The

technical scores of other Bidders for the project shall be computed as follows:

$$\text{Normalized technical score of bidder A} = 100 \times \frac{\text{Marks secured by bidder A}}{\text{Highest Marks Secured}}$$

2.24 Public Opening and Evaluation of Financial Proposals

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

2.24.2 Financial Proposals shall be opened 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 bench mark) 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.

2.24.3 Financial proposals of only those bidders will be evaluated, who secure a minimum of 75 marks in the technical evaluation (normalized). The proposal with the lowest total bid value (Part A and Part B) 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.

$$\text{Normalized financial score of bidder A} = 100 \times \frac{\text{Lowest offer quoted by the qualified bidder (INR)}}{\text{Offer quoted by bidder A (INR)}}$$

2.25 Combined Evaluation

2.25.1 Bids will be evaluated as per Combined-Quality-Cum-Cost-Based System. The Technical bids will be allotted a weight of 80% while financial bids will be allotted a weight of 20%.

2.25.2 A combined score for a bidder will be arrived at according to the following formula:

Combined score of A = 80 * [Normalized Technical score of A] + 20 * [Normalized Financial score of A]

2.25.3 The bidder obtaining the highest total combined score in evaluation of technical and financial as per para above will be ranked H-1 followed by proposal securing lesser marks as H-2, H- 3 etc. Bidder securing highest combined marks and ranked H- 1 shall be recommended for award of contract.

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

2.25.5 The overall project duration will be for 12 months which can be extended upto a maximum 36 months or thereafter with the approval of Finance committee Invest India on the same terms and conditions with a 6% escalation in the commercial fee every 12 months

2.26 Information

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

2.27 Taxes

2.27.1 The bidder shall quote the bid price exclusive of any taxes. Taxes as applicable will be paid on actuals.

2.28 Award of Contract

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

2.28.2 **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.

2.28.3 The selected bidder is expected to commence the assignment on the date and at the location specified in the LOA / Contract.

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

2.29 Data Sheet

1.	Name of the client:	Invest India, set up in 2009, is a non-profit venture under the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India and Industry Associations.
2.	Method of selection:	Combined Quality cum Cost Based System (CQCCBS)
3.	Documents part of RFP:	The RFP consists of the Bidding Terms and Draft Agreement . It details out all information that may be needed by the potential bidders to understand the financial terms and various bidding processes and explains the contractual terms Invest India wishes to specify at this stage. It also consists of a draft Agreement that needs to be signed between Invest India and the successful bidder.
4.	Pre-Qualification Criteria:	<ul style="list-style-type: none"> (a) The bidder should be a company registered under the Companies Act, 1956 / 2013 or a Partnership firm registered under the LLP Act, 2008 (b) The bidder should not be blacklisted by any Central / State Government / Public Sector Undertaking in India. (c) The bidder should have a minimum average annual turnover of ₹100 Crore from management consulting services in India during the last three (3) financial years

		<p>i.e. 2015-16, 2016-17 and 2017-18 excluding revenue from audit and taxation.</p> <p>(d) The bidder should have physical offices with permanent staff including group company offices or branch offices in India or outside of India with access to their knowledge networks.</p> <p>(e) The bidder should have completed at least one (1) large FDI investment facilitation project of project value > \$1 Mn / ₹7 cr with public sector entities, government authorities, ministries or departments in India or outside India in the last 3 years</p> <p>Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.</p>
5.	Earnest Money Deposit requested:	Yes. The Bidder must submit an EMD of ₹10,00,000 in Indian Rupees in the form of a Demand Draft/Bank Guarantee drawn in favour of Invest India payable at New Delhi.
6.	Technical and Financial Proposals requested:	Yes

	Name, objectives, and description of the assignment:	As detailed in TOR (Section 5)
7.	Pre-bid conference:	<p>Date: 22nd July 2019</p> <p>Time: 11.00 hrs</p> <p>Venue: Conference Room, Vigyan Bhawan Annexe, Maulana Azad Road, new Delhi-110011</p> <p>Contact details for pre-bid conference:</p> <p>Vivek Sonny Abraham</p> <p>Vice President</p> <p>Invest India, First Floor, Vigyan Bhavan Annexe, Maulana Azad Road, New Delhi 110 011</p> <p>T: +91 11 2304 8107 (D)</p> <p><u>Email: procurement@investindia.org.in</u></p> <p><i>Bidders may confirm their participation in the pre-bid conference to the above person.</i></p>
8.	Clauses on fraud and corruption in the Contract:	Clause 3 of Section 2
9.	Number of days during which clarifications to be sought before the Bid submission date:	No clarifications will be entertained 15 working days before the last date of submission
	Address for requesting clarifications is:	<p>Vivek Sonny Abraham</p> <p>Vice President</p> <p>Invest India, First Floor, Vigyan Bhavan Annexe, Maulana Azad Road, New Delhi 110 011</p> <p>T: +91 11 2304 8107 (D)</p>

		E: procurement@investindia.org.in
10.	Language(s) of the submitted proposals:	English The Contract to be signed with the successful Agency shall be written in the English language, which shall be the language that shall govern the contractual relations between Invest India and the successful Agency.
11.	(i) Without diluting the concept of total responsibility of the Agency awarded the Contract, short listed Agency/entity may associate with other short-listed Agency: Prior approval of Invest India required.	Yes
	(ii) Reports that are part of the assignment must be written in the following language(s):	English
12.	Training is a specific component of this assignment:	No
13.	Taxes:	As per Clause 27 of Section 2
14.	Bidder to state cost in the national currency:	Cost to be stated in Indian Rupees
15.	Proposals must remain valid for one hundred twenty (120	Date: 20 th December 2019

	days) after the submission date, i.e., until:	
16.	Address to submit an original, Two (2) additional copy of each proposal and one soft copy of technical proposal in the form of a pendrive by the Agency:	Vivek Sonny Abraham Vice President Invest India, First Floor, Vigyan Bhavan Annexe, Maulana Azad Road, New Delhi 110 011 T: +91 11 2304 8107 (D) E: procurement@investindia.org.in
17.	Proposals submission date:	Not later than the following date and time: Date: 20 th August 2019 Before: 16:00 hrs (Indian Standard Time)
18.	Number of points to be given under each evaluation criteria for technical evaluation :	
	Description of each evaluation criteria:	Maximum Marks with break-up
	<u>Global Presence:</u> A1: The bidder shall be scored on the number of countries in which the bidder has physical offices with permanent staff including group company offices or branch offices with access to knowledge networks. (All offices must be part of the same legal entity.) <ul style="list-style-type: none"> • Number of countries ≥ 30 and < 40: 1 Marks • Number of countries ≥ 40 and < 50: 3 marks • Number of countries ≥ 50 : 6 marks 	<u>6 Marks</u>
	<u>Relevant experience</u>	<u>18 Marks</u>

B1: Recent experience of a large end to end investment outreach and facilitation project in India or globally with the public sector (6 marks):

Experience of a recent (last 3 years) investment facilitation assignment with a Public Sector organization / ministry / department / enterprise / undertaking owning / operating a large (minimum 500 acres) industrial park / SEZ. The project duration should be a minimum of 12 months and project value > \$1Mn (₹7 Cr). The nature of work should be to provide end to end investment facilitation support. This support should not be limited to only building marketing collateral or investor awareness and it should include direct investor outreach, international road shows, creation of a pitch document to target companies and international travel and outreach to the investors in at-least 2 countries. The project should have resulted in minimum of ₹500 cr of confirmed investments including a sizable FDI component (atleast 50%). (4 marks)

Additional 2 marks if the above case study is with an Indian Public Sector organization / ministry / department/ enterprise/ or undertaking (2 marks)

B2: Sector Experience in India (12 marks): The lead bidder shall be scored on experience on the number of projects undertaken in India in each of the following sectors in the last 3 years of project value greater than \$1 Mn / (₹7cr) excluding revenues from audit, taxation, transaction advisory, IT services, systems integration projects:

Auto or Auto Components, Defence and Aviation

- 4 or more projects: 1 mark
- 8 or more projects: 3 marks

<p>Petrochemical, Oil & Gas and Pharma</p> <ul style="list-style-type: none"> • 4 or more projects: 1 mark • 8 or more projects: 3 marks <p>FMCG and Retail</p> <ul style="list-style-type: none"> • 4 or more projects: 1 mark • 8 or more projects: 3 marks <p>Electronics, IT, Telecom</p> <ul style="list-style-type: none"> • 4 or more projects: 1 mark • 8 or more projects: 3 marks <p><i>While, the above are significant sectors that will attract FDI investment the effort for the exercise will not be limited to only these sectors only.</i></p> <p><u>B1-B2 Self-Certified Documentary Evidence to be submitted in support of technical evaluation for criteria B1 and B2:</u> To be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance.</p>	
<p><u>B3: Qualification & competence of the key members and experts for the assignment (26 marks)</u></p> <p>All team members / experts proposed by the bidder will be assessed on the basis of the relevance of their past experience for the scope of this RfP. All</p>	<p><u>26 Marks</u></p>

team members should be permanent employees of the organization for the last 2 years. Profiles of the key team members are given below:

Team Lead - 4 marks

- Should have relevant postgraduate professional qualification such as Master's in Economics, Commerce or Business Administration, and must have a minimum of 10 years' experience in consulting, with increasing levels of responsibility
- Should have experience with Indian or global public sector organizations / ministries / departments / enterprises / undertakings in strategy or action plan or road map preparation / policy formulation – at least 3 projects of project value > ₹5 cr over the last 5 years
- Should have at-least 5 years of relevant professional experience in India and in other leading geographies in projects related to investment planning, strategic investments, capex project management, market entry planning, and growth strategy.
- Should have managed at least one investment outreach and facilitation project as defined under the section B1: “Relevant Experience” above.
- Should be a permanent employee of the organization for the last 2 years
- CVs will be evaluated for relevance to the project.
- Team Lead should be a partner-level resource with the Consultant firm.

Process industry expert– 4 marks

- Should have a Graduate Degree in Engineering / Commerce/ Science and Master's Degree in Business Administration or equivalent from a reputed and recognized University or Institution

- Should have at least 10 years of professional experience in relevant field in India and in other leading geographies
- Should have experience of working in minimum 3 of the following industries
 - Steel
 - Cement
 - Chemicals & Petrochem
 - Food Processing
- Should have completed at least two projects dealing with strategy / operations in each of the above industry to qualify for that industry
- Should be a permanent employee of the organization for the last 2 years

Discrete manufacturing industry expert - 4 marks

- Should have a Graduate Degree in engineering / commerce/ science and Master's Degree in Business Administration or equivalent from a reputed and recognized University or Institution
- Should have at-least 10 years of professional experience in relevant field in India and in other leading geographies
- Should have experience of working in minimum 3 of the following industries:
 - Auto and Auto components
 - Aviation & Defence
 - Electrical Equipment & Machinery
 - Electronics
 - Textiles
- Should have completed at least two projects dealing with strategy/ operations in each of the above industry to qualify for that industry

- Should be a permanent employee of the organization for the last 2 years

Service industry expert - 4 marks

- Should have a Graduate degree in engineering / commerce / science and Master's Degree in Business Administration or equivalent from a reputed and recognized University or Institution.
- Should have at-least 10 years of professional experience in relevant field in India and in other leading geographies
- Should have experience of working in service industry with minimum 2 of the following industries:
 - Banking
 - Insurance
 - IT
 - Media
- Should have completed at least two projects dealing with strategy / operations in each of the above industry to qualify for that industry
- Should be a permanent employee of the organization for the last 2 years

Infrastructure industry expert - 4 marks

- Should have a Graduate degree in engineering / commerce/ science and Master's degree in Business Administration or equivalent from a reputed and recognized University or Institution.
- Should have at-least 10 years of professional experience in relevant field in India and in other leading geographies
- Should have experience of working in service industry with minimum 2 of the following industries:
 - Logistics & Warehousing

- Construction
- Transportation
- Should have completed at least two projects dealing with strategy/ operations in each of the above industry to qualify for that industry
- Should be a permanent employee of the organization for the last 2 years

Project Manager - 3 marks

- Should have relevant postgraduate professional qualification such as Masters in Economics, Commerce or Business Administration, and must possess a minimum of 5 years' experience, with increasing levels of responsibility
- Should have experience with Indian or global public sector organizations / ministries / departments / enterprises / undertakings in strategy or action plan or road map preparation / policy formulation – at least 1 project with project value greater than ₹5 Crore over the last 3 years
- Should have experience of working on invest facilitation projects with private or public sector entities in the last 3 years
- CVs will be evaluated for relevance to the project
- Should be a permanent employee of the organization for the last 2 years

2Project Associates – 3 marks (1.5 each)

- Should have relevant postgraduate professional qualification such as MBA / M. Tech or equivalent from a reputed institute.
- Should have minimum 2 years of work experience
- Should have experience of working on invest facilitation projects with private or public sector entities

	<ul style="list-style-type: none"> • Should be a permanent employee of the organization for the last 2 years • CVs will be evaluated for relevance to the project 	
	<p><u>C: Approach, Methodology (50 marks)</u></p> <p>Adequacy of the proposed work plan and methodology in responding to the Terms of Reference (TOR)</p> <p>(a). <i>Understanding and adherence of TOR (10 marks)</i></p> <p>Demonstrated level of understanding of the project, its purpose, scope, key challenges envisaged and the plan for overcoming those challenges during the entire lifecycle of the project</p> <p>(b). <i>Approach and Methodology (30 marks)</i></p> <p>Comprehensiveness and robustness of Project Plan. This criterion will be evaluated based on the following parameters:</p> <ul style="list-style-type: none"> • Comprehensiveness of plan with respect to all activities that need to be undertaken to meets the requirements specified in scope of work • Quality of the solution including innovations • Data collection and stakeholder management strategy • Program management approach • Details of tools and publications that will be leveraged as a part of the approach • Illustration of similar work done in India and abroad <p>(c). <i>Work Plan and Time Schedule (10 marks)</i></p> <p>Appropriateness of prescribed time frames.</p>	<p><u>50 Marks</u></p>
	<p><u>Total</u></p>	<p><u>100 Marks</u></p>
<p>19.</p>	<p><u>Financial Evaluation:</u></p> <p>Invest India shall shortlist all the Bidders who secure the minimum required marks. The minimum cut off will be 75 marks. <i>Financial proposals of <u>only</u> the bidders scoring 75 marks</i></p>	

	<p><i>in technical bid (normalized as per section 2.23.4) will be evaluated.</i></p> <p>The proposal with the lowest total bid value shall be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.</p>	
20.	<p><u>Combined Evaluation:</u></p> <p>Based on the criteria in item No. 18, the Technical Scores will be assigned and will have a weightage of 80%. The Financial Proposals will be allotted a weightage of 20%. The total score shall be obtained by weighing the technical and financial scores and adding them up. On the basis of combined weighted technical and financial score, the bidder shall be ranked in terms of total score obtained. The proposal obtaining the highest total combined technical and financial score will be ranked as H-1 followed by the proposals securing lesser marks as H2, H3, etc. The bidder securing the highest combined marks will be considered for award of the contract.</p>	
21.	Address for correspondence:	<p>Vivek Sonny Abraham</p> <p>Vice President</p> <p>Invest India, First Floor, Vigyan Bhavan Annexe, Maulana Azad Road, New Delhi 110 011</p> <p>T: +91 11 2304 8107 (D)</p> <p>E: procurement@investindia.org.in</p>
22.	Return of unopened financial proposals	<p>The financial proposals of those bidders that do not meet the minimum qualifying criteria or considered non-responsive to the RFP shall be returned within 30 days of the completion of technical evaluation process.</p>
23.	Terms of Payment	<p>The financial bid is to be submitted as per <u>Financial Bid Proposal Sheet, Form Fin 2.</u></p> <p>The terms of payments will be as per section 5.5 of the contract</p>
24.	Commencement of assignment:	<p>On the date and at the location specified in the LOA / Contract</p>

25.	Expected Timelines:	As per section 5.4 of the report
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2.30 Pre-Qualification check-list

	Pre-Qualification Criteria and Supporting Documents	Compliance X / √
a.	Are you registered under the Companies Act, 1956 / 2013 or a Partnership firm registered under the LLP Act, 2008? Attach your incorporation document or partnership deed.	
b.	Are you black-listed by any Central / State Government / Public Sector Undertaking in India? Attach a self-certified certificate stating the same.	
c.	Do you have an annual revenue of at least 100 Crores from management consulting services in India during the last three (3) financial years i.e. 2015-16, 2016-17 and 2017-18 excluding revenue from audit, taxation	
	Attach the audited account sheet/ P&L Sheet for last three financial years.	
d.	Do you have physical offices with permanent staff including group entity offices outside of India with access to knowledge networks?	
	Attach list of locations of group offices outside of India	
e.	Have you undertaken at least one (1) large FDI investment facilitation project of project value > \$1 mn with public sector entities, government	

	authorities, ministries or departments in India or outside India in the last 3 years	
	Self-certified documentary evidence: Submit copy of contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Non-disclosure Agreements	

SECTION 3: TECHNICAL PROPOSAL- STANDARD FORMS

TECH FORMS	FORM NAME	X / √	Mention list of all supporting documents attached (if any)
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		
	(B). Bidder's experience		
TECH-3	Comments or suggestions on the Terms of Reference		
TECH-4	Description of the approach, methodology and work plan for performing the assignment/ job		
TECH-5	Work Schedule		
TECH-6	Team composition and task assignments/ jobs		
	(A). Summary of project team / team composition		
	(B). Curriculum Vitae (CV) for proposed professional staff		
TECH-7	Comments/ modifications suggested on Draft Contract		
TECH-8	Information regarding conflicting activities and wrong declaration thereof		

(On Bidder's Letter-head)

Form Tech 1A: Letter of Proposal Submission

[Location, Date]

To

Invest India,

Room No. 225, 1st Floor, Vigyan Bhawan

Maulana Azad Road, New Delhi 110 001

Dear Sir

We, the undersigned, offer to provide the complete solutions for **Accelerating Investment in India**, in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our proposal, which includes this Technical Proposal, and also the Financial Proposal as indicated in clause 10 and 11 of Section 2 sealed under a separate envelope.

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,

Room No. 225, 1st Floor, Vigyan Bhawan

Maulana Azad Road ,New Delhi 110 001

<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

1	Agency Information	Details
1.1	Agency Name	
1.2	Details Address Phone number Email Fax Website	
1.3	Contact Person: <i>Chief Executive/ Head of Operations</i> Name Designation Mobile Number Email Fax	
1.4	Contact Person: <i>Project Leader</i> Name Designation Mobile Number Email Fax	

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.

<i>Years</i>	<i>2015-16</i>	<i>2016-17</i>	<i>2017-18</i>	<i>Average</i>
<i>Turnover from Management Consulting services</i>				

Attach Incorporation/ Registration Certificate, Audited Account Sheets/ P&L Sheets.

Number of countries in which the bidder has physical offices with permanent employees as of the date of submission (all offices must be part of the same legal entity as the bidder): []

(B) - Bidder’s Experience for relevant experience clause B1

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 requirement B2 of relevant requirement. (exact assignment / job details may be submitted).

Agency’s name: _____

Assignment Name:	Country:
Name of Client:	Address:

(Is the client an Indian Public Sector organization / ministry / department / enterprise / undertaking owning/ operating a large (minimum 500 acres) industrial park/ SEZ? – Yes/No) (Provide details)		
No. of Staff:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR):
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Total amount of confirmed investments (INR cr) :		
Of which, FDI investments (INR cr) :		
Narrative Description of Project: <i>Provide details of direct investor outreach, international road shows (including number of roadshows) and meetings with foreign investors in foreign countries (including number of countries)</i>		
Description of Actual Services Provided by Your Staff:		

Note: Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance

B2: Sector experience in India

Agency's name: _____

Assignment Name:		Country:
Name of Client:		Sector
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in INR):
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: Self-Certified Documentary Evidence to be submitted in support of Eligibility: To demonstrate eligibility as well as to be scored against the Technical Criteria related to experience, the bidder needs to submit copy of contract / work orders along with completion certificate indicating the details of previous assignment completed, client, value of assignment / proportionate value in use of projects / assignment in process date and year of award. The Managing Director or equivalent authorized signatory of the Consulting firm shall self-certify if the firm has done assignments based on Nondisclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain relevance

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

On the Terms of Reference

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

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

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

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

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

- a). Technical Approach and Methodology,
 - b). Work Plan, and
 - c). Organization and Staffing
-
- a). **Technical Approach and Methodology**: In this you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. 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 identify focus sector and geographies, seek target companies, prepare pitches and facilitate investment. Bidder should clearly indicate how they will be using their existing knowledge and experience of India entry procedure and doing business in India to add value in the project. Bidder should share details of the tools that will be leveraged as a part of the assignment, and also share relevant experience of working on similar assignments in India and abroad
 - b). **Work Plan**: The Bidder should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by **Invest India**, if any), and delivery dates of the deliverables. 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. The work plan should be consistent with the Work Schedule of Form TECH-5.
 - c). **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: Work Schedule

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

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

¹Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

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

2. (B) - Format of Curriculum Vitae (CV) For Proposed Key professional staff

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

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

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

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

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

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

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

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

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

Employer: _____

Positions held: _____

<p>9. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>11. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed:</p>
--	---

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 7: Comments/ Modifications Suggested on Draft Contract

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

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

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

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

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

**SECTION 4: FINANCIAL PROPOSAL- STANDARD
FORMS**

Form Fin 1: Financial Proposal Submission Form

[Location, Date]

To: **Invest India,**

Dear Sir

We, the undersigned, offer to provide the Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal (in one sealed envelope). This amount is exclusive 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 Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till _____.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

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

Lump sum bid Inclusive of all Expenses (in INR)	In digits Rupees _____
	In words Rupees----- ----- -----only
Applicable GST (Service Tax) (in%)	To be reimbursed on actuals

Authorized Signature

Name & Title of Signatory

Name of the Firm:

Address:

E-mail

Telephone

Fax

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

Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. Such break-up of individual costs will, however, **not** be considered for financial evaluation.

SECTION 5: TERMS OF REFERENCE

5.1 Introduction

5.3 Scope of Work

5.4 Terms of Payment

5.1 Introduction

5.1.1 About Invest India

Invest India is the National Investment Promotion Agency of India. It is a joint venture between Department for Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, the State Governments and Industry Associations.

Invest India serves as the first point of reference for investors in India. Investment promotion and facilitation constitute our core mandate.

5.1.2 Objective

It is proposed to engage a Consultant to fulfil the broad objective of supporting Invest India to accelerate investment and job creation in India, and specifically, enable Invest India to achieve a steady FDI inflow of US\$100 billion annually (excluding re-invested earnings) by 2022 & US\$ 150 billion (excluding re-invested earnings) annually by 2025.

5.2 Scope of Work and Deliverables

The scope of work for the management consulting firm will be as follows:

1. Investment Strategy

a) In-depth analysis of Foreign Investment decision-making process broken into sectors / themes (e.g. design elements being outsourced to one country while manufacturing to another) / countries of origin

- Comprehensive framework to identify source and destination of investment flows
- Identification of key drivers for a company looking at investing outside of its own domicile
- Triggers for timing of decision to invest outside its domicile
- Factors influencing the analysis while deciding the recipient host country for the investment

- Influencers in the choice of investment destination
- Technology change / future potential influencing the investment decision
- Various modes of investment practiced and the role of regulation as an influencer

b) In order to achieve the target of \$100Bn in annual FDI by 2022, what should be India's play in terms of existing and future strengths?

- SWOT Analysis for India on the basis of sectors, themes, country of origin
- Competitive landscape analysis of countries in terms of investment attractiveness viz a viz India
- Identification of interventions for 'Low hanging Fruits' in terms of sectors, sub-sectors, themes, countries which can be targeted on a priority
- Identifying key bottlenecks for investments in other areas and solutions to overcome those in the medium / long run
- Identifying strategic interests for India for boosting in-house capabilities in manufacturing / services and strategy to target relevant investments thereof

c) Identifying Institutional capacity augmentation and rationalization for Investment Promotion and Facilitation for India at global, central and state level

- In order to better target and facilitate the desired investments, what should be the play for Invest India in terms of expansion, realignment, etc.
- Identifying best practices of other countries in terms of investment promotion and facilitation
- Other measures are required to boost institutional capacity across other Central government departments, state governments, RBI etc

1. On the basis of points a), b) & c), what are the changes Invest India needs to undertake to its digital presence, team structure, outreach strategy
2. What are the partnerships that Invest India can undertake which could be synergetic to achieving the overall objective?
3. What are the other key reforms Invest India should concentrate on enabling in coordination with other government departments?
4. What are the value-added services, especially harnessing the role of technology which can be offered by Invest India to prospective investors?

2. Targeting Efforts

a) Value chain analysis to develop the investment thesis to attract the key sub-sectors

- Break-down analysis of key parts of the value chain into various sub-segments / sub-components
- Identify sub-components / sub segments which are imported and are under penetrated in India
- Conduct interviews and detailed economic analysis to assess economic competitiveness and viability for attracting target sub segment in India
- Prioritize sub-sectors/ sub-components with high potential for domestic manufacturing
- Detail out the investment thesis with list of key factors and enablers required to attract target sub segment

b) Target identification of high potential companies

- Identify high-potential companies in consultation with Invest India, and assess ability / likelihood of investment in India, through an understanding of the companies' investment strategy by identifying key metrics & market intelligence

(e.g. cash flows, raw material linkages, target markets, current capacity, supply chain network etc.)

- Further, shortlist 1,000 companies for outreach basis investment potential in India, with the objective of adding US\$100 billion annually to Invest India's cumulative FDI pipeline. The shortlisted company should confirm their investment potential in writing.
- These companies should not already have a working relationship with Invest India

c) Creating the India value proposition for shortlisted companies/investors

- Leverage industry experts and in-house experience to define cost structure, supply chain & strategic imperatives for target companies to develop the business case for investment
- Detail and quantify the India advantage over other competitive destinations, including taxation and other incentives offered
- Create a final investment thesis for target companies using inputs from this research
- Create comparative unit economic models for investors, assisting them in understanding costs of setting up in India viz-a-viz other competing nations in the relevant sector
- Develop India's value proposition to be disseminated to the key decision makers of the shortlisted companies periodically

d) Creating a high impact pitch & other marketing collateral from the investment thesis

- Assist Invest India in creating a high impact investment pitch for the target companies comprising the following analyses:
 - Demand assessment / market potential
 - Factor cost analysis for the company / sector
 - Comparison of business economics versus other countries
 - Industry landscape including major players and products
 - Assessment of supply chain network
 - Demand assessment for target industries
 - Identify industry specific incentives and benefits offered

- Potential entry strategies for different sectors / segments

e) **Support in investor outreach and program management of leads**

- Identify key stakeholders / decision makers and establish contact at senior levels through a plethora of industry relationships
- Support and setup discussions with companies along with Invest India through focused investors outreach programmes including roundtables and one-on-one meetings with key decision makers of the shortlisted companies.
- Providing analyst and research reports on target companies including creation of sector specific research and company specific pitch for targeting effort to Invest India.
- Support Invest India in maintaining a rigorous lead pipeline and ensuring regular follow ups, with the aim of conducting a minimum of one roadshow every quarter.

f) **Any other activity relevant to the overall objective as outlined**

As this engagement is a strategic imperative for India, and critical to our objective, the Consultant is expected to provide a Partner-level resource to lead the team. The Team Lead should be available at all times for this engagement, as may be required by Invest India, and may be required to work out of Invest India offices or any other client location.

The identified team members of the Consultant will also be made available at all times for this engagement, as may be required by Invest India, and may also be required to work out of our offices or any other client location.

The overall project duration will be for 12 months which can be extended up to a maximum 36 months on the same terms and conditions with a 6% escalation in the commercial fee every 12 months

5.3 Project Deliverables

0-12 months

Sr. No.	Deliverables	Timeline
1	Inception Report covering the detailed action plan and key milestones for the 12 months since inception in consultation with Invest India.	T + 4 weeks
2	To successfully deliver on the scope mentioned above and submission of monthly report on milestone agreed between Invest India and the agency abovementioned scope.	T + 8 to T + 52 weeks

12 - 24 months

Sr. No.	Deliverables	Timeline
1	Inception Report covering the detailed action plan and key milestones for the 12 months since inception in consultation with Invest India.	T+ 4 weeks
2	To successfully deliver on the scope mentioned above and submission of monthly report on milestone agreed between Invest India and the agency abovementioned scope.	T + 8 to T + 52 weeks

24 - 36 months

Sr. No.	Deliverables	Timeline
1	Inception Report covering the detailed action plan and key milestones for the 12 months since inception in consultation with Invest India.	T + 4 weeks
2	To successfully deliver on the scope mentioned above and submission of monthly report on milestone agreed between Invest India and the agency abovementioned scope.	T + 8 to T + 52 weeks

5.4 Payment Terms

Year 1: The payment would be as per the satisfactory submission of deliverables by the consultant.

Year 2 and Year 3: The payment will be made similar to terms and conditions as in year 1.

Sr. No.	Deliverables	Timeline	Payment
1	Inception Report covering the detailed action plan and key milestones for the 12 months since inception in consultation with Invest India.	T + 4 weeks	10%
2	To successfully deliver on the scope mentioned above and submission of monthly report on milestone agreed between Invest India and the agency abovementioned scope.	T + 8 to T + 44 weeks	7% monthly
3	Building an Indicated Investment pipeline of US\$ 100 billion from the shortlisted companies submitted to Invest India	T + 48 weeks	10%
4	When the shortlisted companies, submitted to Invest India, begin working with Invest India on an identified investment project in India	Completion of Task	10%

SECTION 6: STANDARD FORM OF CONTRACT

CONTRACT FOR SERVICES

between

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and

[Name of the Agency]

Dated: _____

and

[Name of the Agency]

Dated: _____

For

Error! Reference source not found.

(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

(i)

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

[Authorized Representative]

(ii)

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

In presence of (Witnesses)

(i)

(ii)

[Authorized Representative]

6.2 General Conditions of Contract

6.2.1 General Provisions

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

- i. **Error! Reference source not found.** is **Error! Reference source not found.**, New Delhi
- ii. “Applicable Law” means the laws and any other instruments having the force of law in India.
- iii. “Client” means **Invest India** with which the selected Agency signs the contract for the services.
- iv. “Monitoring Committee” (MC) means a Committee constituted to monitor the progress of the assignment which may make judgment giving reasons thereafter as to which shall be recorded in writing.
- v. “Agency” means any entity that may provide or provides the Services to **Invest India** under the Contract.
- vi. “Contract” means the Contract signed by the Parties and all the Contract documents listed in its Clause 1 of the Contract.
- vii. “Data Sheet” means such part of the Instructions to bidders used to reflect assignment conditions.
- viii. “Day” means calendar day.
- ix. “Effective Date” means the date on which this Contract comes into force.
- x. “GCC” means these General Conditions of Contract.
- xi. “Government” means the Government of India
- xii. “Indian Currency” means Indian Rupees (INR).
- xiii. “Instructions to Companies” (Section 2 of the RFP) means the document which provides Companies with all information needed to prepare their Proposals.
- xiv. “In writing” means communicated in written form with proof of receipt.

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

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

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

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

6.2.1.5 Notices:

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

Agency: _____

Attention: _____

Address with Communication details: _____

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

Agency: _____

Attention: _____

Address with Communication details: _____

6.2.1.6 Location: The Services shall be performed at such locations as indicated in the TOR/LOA and, where the location of a 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 favour 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, non-competitive 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 fulfil 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 interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to **Invest India** and seek its instructions for compliance.

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

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

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

6.2.3.5 Agency's actions requiring Invest India's prior approval: The Agency shall obtain **Invest India**'s prior approval in writing before making any change or addition to the Personnel listed in 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. Notwithstanding the foregoing, each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work

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 shall have been incurred in consultation with Invest India with prior approval of competent authority

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 re-submits 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, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that Party, clause **6.2.9.2** shall become applicable.

6.2.9.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the Contract between **Invest India** and the Agency, which has not been settled amicably under the provisions of the above clause **6.2.9.1**, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. 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 of Industrial Policy and Promotion, Ministry of Commerce and Industries or Federation of Indian Chamber of Commerce and Industry (FICCI) 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 5 % (Five 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 0.5% (Point Five 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 0.5% (Point Five 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 fulfilment 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 bank guarantee may be discharged after 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.

6.2.13.2 Confidential information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information; or (iii) is or later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or (iv) which would be required to be disclosed under the (Indian) Right to Information Act

6.2.13.3 Consultant may disclose confidential information: (a) to its employees, directors and officers on a need to know basis, as required for performance of services, provided such employees, directors and officers are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes

6.2.14 Taxes

6.2.14.1 The Agency shall exclude all local taxes and duties on amounts payable by the Agency under the Contract. All local taxes as applicable will be paid on actuals

6.2.15 Contract Price

6.2.15.1 Contract price shall remain fixed for the entire Contract period of 12 months. In case of the extension of the contract, the price may be escalated by 6% for each additional 12 months period

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 Parties, a relationship of master and servant or principal and agent.
- ii. Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii. The Agency shall notify **Invest India** of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Contract.
- iv. The Agency shall at all times indemnify and keep indemnified **Invest India** against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- v. The Agency shall at all times indemnify and keep indemnified **Invest India** against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency’s) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Agency. Any obligation arising under the agreement shall survive for a period of 12 months, post termination/expiry of the Contract
- 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 satisfactory submission of deliverables by the consultant:

Sr. No.	Deliverables	Timeline	Payment
1	Inception Report covering the detailed action plan and key milestones for the 12 months since inception in consultation with Invest India.	T + 4 weeks	10%
2	To successfully deliver on the scope mentioned above and submission of monthly report on milestone agreed between Invest India and the agency abovementioned scope.	T + 8 to T + 44 weeks	7% monthly on submission of monthly report
3	Building an Indicated Investment pipeline of US\$ 100 billion from the shortlisted companies submitted to Invest India	T + 48 weeks	10%
4	When the shortlisted companies, submitted to Invest India, begin working with Invest India on an identified investment project in India	Completion of Task	10%

6.2.19 Indemnity Clause

6.2.19.1: 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. Any copyrights created in this engagement shall rest with Invest India. In no event will either Party be liable to the other Party for any special, exemplary, incidental, or consequential damages, or for any direct or indirect loss of data, profits, goodwill, whether arising out of contract, tort (including negligence), strict liability or otherwise, resulting from or

related to an engagement (whether or not such party knew or should have known of the possibility of any such damages). Under no circumstances will either Party's aggregate liability to the other for any and all claims (including third party claims) arising from or in connection with or relating to an engagement (whether in contract, tort (including negligence), strict liability or otherwise) exceed an amount equal to the fees paid by Invest India to Agency for the applicable services and / or deliverables that gave rise to the claim.

6.2.19.2 : Subject to Clause 6.2.19.3 below, Consultant (the "Indemnifying Party") undertakes to indemnify Invest India (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement

6.2.19.3 The indemnities set out in 6.2.19.2 shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant

information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause 6.2.19.2 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).