

Request for Proposal (RFP)

for

**Selection of Knowledge Partner for
Embassy of India, Berlin's
“Make In India Mittelstand! (MIIM)”**

**- A Market Entry Support Programme to
Facilitate Investments by German
Mittelstand Companies in India**

**Date: 22nd July 2015
Embassy of India, Berlin**

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Abbreviations used in the RFP

KP : **Knowledge Partner** (which means a reputed Consultant Company/ Firm having the requisite experience for this project).

MIIM : Make In India Mittelstand! Programme

EOI Berlin : Embassy of India, Berlin.

GOI : Government of India

“Company” means companies selected under the MIIM Programme

“MIIM Programme Partner” means agencies selected by EOI Berlin to support the programme

Section 1: Letter of Invitation

Berlin, June 22, 2015

Dear Mr/Ms

Name of the Knowledge Partner :

Address of Knowledge Partner:

1.1 Background

“Make in India” is a major new national programme of the Government of India designed to facilitate investment, foster innovation, enhance skill development, protect intellectual property and build best-in-class manufacturing infrastructure.

India's successful participation as the Partner Country in Hannover Messe 2015 has generated significant interest among German and Global business community towards India. German investors have responded positively to the “Make in India” initiative which will help in building encourage greater synergies with Germany’s robust engineering and manufacturing industry, experience in sustainable development, innovation and skills, and the new opportunities available in India.

Mittelstand companies are the backbone of German industry and its economy. Most of them are family owned and are ‘small’, yet they are world leaders in their domain and possess cutting-edge technologies. There is a good potential for mobilizing their entry into the Indian market as their exposure to India remains limited. The renewed interest in India on part of the German business community post-Hannover Messe 2015 could be converted into actual investments by facilitating entry of these companies into the Indian market.

By nature, Mittelstand companies are highly risk averse and therefore reluctant to enter into 'challenging' markets such as India. Though they possess high-end technology, they are not big investors. These companies not only require the necessary market information, but also information on the business process involved in market entry into India. An intensive and sustained effort to engage them, going beyond publicity & information campaigns can significantly help in mobilizing these SME's to invest in India. EOI Berlin intends to implement a unique dedicated and strategic programme i.e., “Make In India Mittelstand! - A Market Entry Support Programme for Facilitating Investments by German Mittelstand and Family Owned Companies in India” to provide them with the necessary market entry support including investor facilitation and hand-holding services, which are critical for market entry decisions and a

successful entry to the Indian market. The programme will be implemented with the support of not only the concerned Central and State Government Ministries in India but also by engaging key industry partners who can support the companies in various aspects of market entry into India.

1.2 Objective of the RFP

The objective of this RFP is to engage a Knowledge Partner to:

- Assist EOI Berlin to plan, structure, implement, coordinate and monitor the MIIM programme with other programme partners (a network of other agencies which shall be engaged by EOI Berlin including GOI Investor facilitation agency, State level investor facilitation agencies, law/tax firms, Chambers, banks and other solution providers etc as required and decided by EOI Berlin) and assist in market entry of selected German companies by intensively engaging them on a one-to-one basis and by providing them with full spectrum market information, market entry support and investor facilitation services initially for a period of one year from the launch of the programme, which can be thereafter renewed after review.

[EOI Berlin will identify the other MIIM Programme Partners who will support the Programme by providing assistance to the companies selected under the programme. For the purpose, they will make available dedicated personnel to coordinate closely with the Embassy and the KP for assisting the German companies. The role of each of the Partner Agencies under the MIIM shall be defined by EOI Berlin which will be the sole authority in deciding the Partner Agencies and their respective roles under the MIIM Programme.]

1.3 Selection Criteria for the Knowledge Partner

Selection of the Knowledge Partner shall be based on a **Quality and Cost Based Selection (QCBS)** system.

1.4 Documents Included in the RFP

The RFP includes the following documents

Section 1	Letter of Invitation
Section 2	MIIM Programme
Section 3	Scope of Work and Qualification Criteria
Section 4	Instructions to Knowledge Partners

1.5 Schedule for Submission of the RFP

Despatch of RFP Document / Availability on website of EOI Berlin	July 22 nd , 2015
Bid Submission Date	August 12 th , 2015 (1700 hrs)
Opening of Financial Bid	August 14, 2015 (1430hrs)
Decision on Selection of the KP	17 th of August 2015
Negotiations with the selected KP & Award of the Contract	3 rd Week of August 2015
Commencement of the Work	Immediately after award of the contract

1.6 Address for communication

All communications related to this RFP including the submission of the Proposal shall be addressed to:

Mr. P.S. Gangadhar
First Secretary (Economic & Commercial)
Embassy of India
Tiergartenstrasse 17
10785 Berlin
Tel: 030 – 25759668
Fax: 030 – 25795520
E-mail: counsellor.commerce@indianembassy.de

Section 2: Make in India Mittelstand! Programme (MIIM)

2.1 Scope of MIIM:

The objective of MIIM is to identify a select number of potential German SME's for providing them with business facilitation and hand-holding services with the support of a 'Knowledge Partner' in Germany, Invest India in India and other MIIM Programme Partners. The primary focus of the MIIM programme will be on companies interested in investing in India i.e., those intending to set up manufacturing facilities as part of the 'Make in India' initiative. This would be the Tier I Group of companies whose numbers will be limited to a maximum of 30. However, even those companies currently engaged in trading (export-import) shall also be considered under the programme as a Tier II Group of Companies, if the long term plans of the company is towards direct market presence, localization and manufacturing in India. MIIM will service both the categories of companies. While Tier I companies will receive full programme support, the support to the Tier II companies will be limited in scope, as decided by the EOI Berlin on a case by case basis.

2.2 Eoi Berlin: Will be the owner of MIIM programme and shall implement the same with the support of a Knowledge Partner selected for the purpose. While EOI Berlin would be the main overarching and supervising body for the project, the Knowledge Partner will plan, execute and manage the programme including coordinating the programme with other programme partners like India's Invest, India's Central and State Governments, tax/legal partners, Chambers, financial institutions in facilitating the market entry of the selected Mittelstand companies in India. EOI Berlin is the sole authority in identifying the MIIM Programme Partners and shall also assign the role to be performed by each of the MIIM Partners including that of the MIIM Knowledge Partner. All important steps the Knowledge Partner takes to implement, coordinate, monitor and review the MIIM programme would be done in consultation with and express approval of Eoi Berlin.

2.3 Knowledge Partner: A well-known Consulting firm with a sound experience in market entry services domain also possessing strong networks, understanding of German Mittelstand, sound knowledge of German and Indian market conditions, prior experience of providing market entry support services to German Mittelstand companies and strong German language skills capabilities shall qualify to be considered a Knowledge Partner under the MIIM Programme. If the KP is not possess in- house competency in legal and tax matters, a separate tax and legal company will be identified by the EOI Berlin to work closely with the Knowledge Partner under the programme. The KP will plan, implement and manage the MIIM project for EOI Berlin. It shall be the lead Partner under MIIM for EOI Berlin and thereby work closely with all other MIIM programme partners in ensuring timely delivery of services for the selected companies. The KP shall also provide professional advice on market entry processes and

guide the SME's in the process as per the directions of the Embassy. KP shall operate out of Germany.

2.4 Other MIIM Programme Partners:

The tentative list of MIIM Programme Partners is given below:

MIIM Facilitation Partner: Invest India

MIIM Partner States: 6-8 State Governments of India

MIIM Tax & Legal Partner in India: (to be determined)

MIIM Partner Bank (India): State Bank of India, SBI

MIIM Partner Bank (Germany): Landesbank Baden-Württemberg (LBBW)

MIIM Partner Chamber: Indo-German Chamber of Commerce (IGCC)

Each of the above Partner Agencies of the MIIM will be assigned specific role by EOI Berlin in the context of supporting German companies with various services that they may require in the market entry process. EOI Berlin may add or remove any of the Partner Agencies during the course of the Programme under its sole discretion. Nothing shall prevent it from doing so, including any provision/s contained elsewhere in this RFP.

2.4 MIIM Programme Implementation & Monitoring:

EOI Berlin will set up a MIIM Project Team for implementation and regular monitoring of the MIIM Programme on a regular basis. An MIIM Steering Committee, comprising of relevant stakeholders shall be constituted for monitoring and review on a quarterly basis.

Section 3: Scope of Work & Qualifying Criteria for Knowledge Partner (KP)

3.1 Project Support to EOI Berlin:

1. Function as a lead Partner for EOI Berlin for implementation and management of the MIIM Programme project. It will work closely with EOI Berlin across the entire programme for its successful planning, launch, implementation, execution, monitoring and publicity of the programme.
2. In pursuit of above, KP shall assist the EOI Berlin in designing and implementing the MIIM Programme including designing programme elements, partner selection, identification of companies, branding and publicity, project management, performance review etc.
3. Set up a MIIM Project Team with a dedicated team of persons (preferably based in Berlin) for liaison with the EOI Berlin on a day-to-day basis.
4. Assist the EOI Berlin in identifying potential companies from the German Mittelstand landscape for inclusion in the programme.
5. Assist the EOI Berlin in developing a pre-defined criterion for selection of companies under the programme and in selection of companies using this criterion. [Factors for consideration could be for example, the level of interest, stage of their business decision for market entry to India, attractiveness/commitment for investments in India, intensity of support needed for implementation, relevance to industry and impact on India's manufacturing ecosystem, Make in India / other Gol's national initiatives and dependency on Gol's investment incentives for investments].
6. After Selection of the company, KP shall hold substantive discussions with the concerned company officials to prepare a work plan (based on the request of company) and define the services to be offered (either by KP itself or by other MIIM Partners) in consultation with the Embassy.
7. Thereafter, KP shall initiate service delivery to the companies, for services to be rendered by itself as well as for the services concerning other MIIM Programme Partners by notifying them of the request.
8. KP shall coordinate with the all MIIM Programme Partners for facilitating requests of companies and constantly follow upon pending requests and bring to the attention of the Embassy in case of delay.
9. In addition, KP shall set up a Hot Line/Communication Channel for all the MIIM participating companies (Tier I and Tier II companies) for receiving service requests and for answering them. If the requests/queries are of general nature not involving significant work, the KP shall answer them on its own. If it concerns the domain of other MIIM programme partners, the queries will be referred to and responded in consultation with and advice of other MIIM partners.

10. KP shall set up an online project monitoring platform for the Embassy to oversee the progress of MIIM. It shall regularly report to EOI on the progress of work with respect to selected companies as well requests being attended to through the Hot Line.
11. Assist EOI Berlin in organizing the Kick-off event of MIIM programme in September 2015 and the follow up workshops, roundtables, exchange platforms for the selected companies as defined by the EOI Berlin.
12. Participate in all the meetings called by the EOI Berlin in connection with the implementation of the MIIM Programme including fortnightly/monthly meeting of the MIIM Project Team and MIIM Steering Committee quarterly meeting.
13. Manage the Publicity of the MIIM programme on behalf of the Embassy through Newsletters, AV, Online campaigns etc., as decided by the Embassy
14. Define Key Performance Indicators (KPIs) to assess the progress and success of the initiative and suggest measures for performance enhancement.

3.2 Services to MIIM Participating Companies: The KP will offer to the companies selected under the MIIM Programme, market entry support services from its portfolio of services under its commercial terms. EOI Berlin desires and expects that the services offered by the KP from its portfolio is affordable to the Mittelstand companies. For this purpose, the KP is expected to offer services at a discounted rate for the selected companies. During the bidding process, the KP shall submit to the EOI Berlin (under the Technical Bid), its detailed service portfolio and its broad fee structure which will be assessed as part of Technical bid while selecting the KP. If EOI is not satisfied with the fee structure for the services being offered by the KP, it shall consider negotiation of the same during the bidding process only after which the KP shall be considered for the final bidding process.

3.3 Liaison with MIIM Partners: The KP is expected to liaise with other Programme Partners of MIIM including GOI or State Government agencies for ensuring delivery of their services to the selected companies. The KP shall not levy any charges on the participating companies for the services provided by other MIIM programme partners including the services rendered by GOI or State Government agencies.

3.4 Phase-Wise MIIM Implementation by KP

3.4.1 Phase I [First Quarter: From September to November 2015]

Key Deliverables for KP:

- Finalize MIIM project plan in consultation with EOI Berlin
- Develop company selection criterion
- Finalize selection of companies for MIIM programme already shortlisted by the Embassy.

[A maximum of 30 companies are envisaged for selection under the MIIM Programme either as potential Tier 1 companies. If requisite number of 30 companies for Tier I category is not realized by end September 2015, the Programme will still commence as scheduled for the companies selected till then, and the programme will be kept open till such time the remaining target of companies is achieved. KP is therefore expected to work simultaneously on service delivery for selected companies and endeavor to select new ones.]

- Support EOI in organizing MIIM Kick-off event on 10th September 2015
[MIIM Kick-Off Event will be for a larger group of companies. It will bring all interested companies and MIIM Partners together. This would be a daylong workshop/meeting to apprise the companies that have shown interest in the MIIM programme on different aspects of the MIIM programme and brief them on the programme process.]
- Set up Hot Line/Communication Channel for MIIM Programme
- Prepare Work Plan for each company selected before/during kick off event.
[The Work Plan shall contain the relevant information about the company, its plans for India, the services requested and KP's proposal for service delivery either by itself or by MIIM Partners. The same will be submitted to EOI Berlin for approval, after which KP shall implement the service package and keep the EOI notified regularly of the progress. The costs either rendered by KP or other Programme Partners shall be approved by EOI Berlin before these services are delivered to the respective companies.]
- Start implementing service delivery based on work plan and approval of EOI Berlin
- Selection of new companies based on the selection criterion developed.
- Report progress to EOI Berlin and attend MIIM Project Team fortnightly/monthly review meetings.
- Organize at least one workshop on a specialized topic for selected companies in November 2015.
- Support EOI in publicizing the MIIM initiative among German companies and Industry networks with a view to draw more companies to MIIM Programme.

3.4.2 Phase II [Second Quarter: From December 2015 to February 2016]

Key Deliverables for KP:

- Prepare Work Plan for each new company selected during Phase I
- Start implementing service delivery based on the work plan and approval of EOI Berlin
- Report progress to EOI Berlin and attend MIIM Project Team fortnightly/monthly review meetings.
- Organize at least one workshop-cum-exchange platform for selected companies in February 2016.
- Selection of new companies based on the criterion defined for selection.

3.4.3 Phase III [Third Quarter: From March 2016 to May 2016]

- Prepare and implement Work Plan for each company selected during Phase II
- Undertake mid-term evaluation/review with a view to improve the processes.
- Report progress to EOI Berlin and attend MIIM Project Team fortnightly/monthly review meetings as well as 2nd Steering Committee Meeting in March 2016.
- Organize at least two workshops on a specialized topics for selected companies.
- Selection of new companies based on the criterion defined for selection. (if the target of 30 companies is not reached by then)
- PR work

3.4.4 Phase IV [Fourth Quarter: From June 2016 to August 2016]

- Prepare and implement Work Plan for each company selected during Phase II
- Report progress to EOI Berlin and attend MIIM Project Team fortnightly/monthly review meetings as well as 3rd Steering Committee Meeting in March 2016.
- Undertake Annual evaluation/review with a view to measure success of the programme.
- Organize at least one workshop and one exchange platform for selected companies.
- Preparation of PR material on completion of one year of the MIIM Programme

3.5 Period of Engagement:

Initially up to one year from the date of signing of contract/agreement by KP with EOI Berlin with a possibility for renewal beyond that period after review.

3.6 Cost for the Services: Invitation of bids from potential agencies. Fixed sum payable in instalments for the period of contract/agreement **subject to a maximum ceiling of Euro 100,000/- per annum (Euro One Hundred Thousand Only) inclusive of all taxes.**

3.7 Selection of the Knowledge Partner would be on the following criteria

- Focus of the KP on German Mittelstand / facilitating investments by German Mittelstand in India within the entire service portfolio of the KP.
- Number of years of experience in the field.
- Prior References of facilitating German SME investments in India.
- Range of Market Entry Service portfolio (Excluding Tax and Legal Services Portfolio)
- Size of the organisation in Germany and India including number of employees, number of branches and established networks in Germany and India.
- Presence in other countries especially in BRICS countries.
- Financial Strength

- Number of team members including senior level staff which the Knowledge Partner is willing to dedicate (both full time and part time) to the MIIM Programme.
- Affordability of KP's fee structure for its in-house service portfolio to the Mittelstand companies including the percentage of discount in fee or free package of services offered by KP to MIIM companies.
- Attractiveness of the proposal including innovative ideas presented to implement the Programme.
- Overall quality and cost of the engagement

3.8 Project Duration & Terms of Payment

The project would begin from the date of award of the work and would function initially for one year with a possibility for renewal beyond that period after review.

Payment of the agreed lump-sum fees as agreed in the contract with the KP will be done in phases after completion of different stages in work.

Duration	Payment
After satisfactory completion of activities of Phase I	25% of the fee
After satisfactory completion of activities of Phase II	25% of the fee
After satisfactory completion of activities of Phase - III	25% of the fee
On successful completion of Phase IV	25% of the fee

Possibility to renew the Contract/Agreement subject to extension of the MIIM programme by GOI.

Section 4: Instructions to Knowledge Partners

4.1 Bid submission Process

4.1.1 General Terms of Bid Submission

The Knowledge Partner should bear all the costs associated with the preparation and submission of his/her bid and EOI Berlin will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The bids are to be submitted in English language. Two copies of the Technical bid are to be submitted, one in original duly signed by the competent authority and the other a copy thereof. The KP is also required to submit a soft copy of the Technical Bid-documents (in MS Office formats) and ensure consistency between the hard-copy and the soft-copy that is submitted to EOI Berlin in all respects. One hard copy of the Financial Bid would suffice and no soft copy of the Financial Bid is necessary.

The bids in English language should be signed by the company of the Knowledge Partner or any person duly authorized to bind the company to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign the tender documents and bind the company. All pages of the tender documents except printed brochures, if any, are to be signed by the authorized signatory.

The offers submitted should preferably not bear any corrections, alterations, over writings and additions. In such cases, the person/s signing the bid should authenticate such corrections.

Failure to furnish information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the Knowledge Partner's risk and may result in rejection of the bid.

Any or all the offers may be accepted or rejected, in full or in part, without assigning any reason whatsoever.

EOI Berlin may, at its discretion, abandon the process of the selection associated with this Request for Proposal (RFP) anytime before notification of award.

The financial bid will be opened by the Evaluation Committee and authorized representatives of the company of the Knowledge Partner shall have the option to be present at the time of opening of the financial bid. Only one representative will be allowed to represent any company.

Responses must clearly state the validity period of the bids.

All responses including Technical Proposals and Financial Bids would be deemed to be irrevocable offers / bids from the Knowledge Partner and may, if accepted by EOI Berlin, form the basis for the final contract between EOI Berlin and Knowledge Partner.

Knowledge Partner companies are advised to attach a letter from an authorized signatory attesting the veracity of the information provided in the response.

Any Technical or Financial Bid submitted cannot be modified after the closing date. However, the Knowledge Partner may modify or withdraw its offer after submission but prior to the closing date and time. EOI Berlin concludes that there shall be no extra costs associated with the same other than the cost quoted by them.

EOI Berlin reserves the right to accept or reject any and all bids, to revise the RFP, to request one or more re-submissions or clarifications from one or more KPs, or to cancel the process in part or whole. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP and subsequent presentations and contract negotiation processes.

The KPs submitting the responses should note that they should abide (in true intent and spirit) by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the KPs, such bids may be disqualified and may not be considered for the selection process.

The RFP and all supporting documentation/templates are the sole property of EOI Berlin.

By submitting a signed bid, the KP certifies that:

- The KP has arrived at the prices in its bid without agreement with any other KPs of this RFP for the purpose of restricting competition.
- The prices in the bid have not been disclosed and shall not be disclosed to any other KP of this RFP.
- No attempt by the KP to induce any other KP to submit or not to submit a bid for restricting competition has occurred.

Each KP must indicate whether or not they have any actual or potential conflict of interest related to contracting services with EOI Berlin. In case such conflicts of interest do arise, the KP must indicate the manner in which such conflicts can be resolved

EOI Berlin is not responsible for any assumptions or judgments made by the KPs for arriving at any type of sizing, costing etc. EOI Berlin at all times will benchmark the performance of the KP to the RFP documents and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the KP must make good the same at no extra costs to EOI Berlin, in order to achieve the desired service levels as well as meeting the requirements of these documents.

The KP represents and acknowledges to EOI Berlin that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP.

EOI Berlin shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. EOI Berlin reserves the right to make any changes in the terms and conditions of this RFP. EOI Berlin will not be obliged to meet and have discussions with any KP, and / or to listen to any representations.

The KP is responsible for managing the activities of its personnel and will be accountable for both its own activities and those of its personnel.

EOI Berlin shall inform the KP of all breaches and claims of indemnification and shall grant the KP sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the KP). The written demand by EOI Berlin as to the loss / damages mentioned above shall be final, conclusive and binding on the KP and KP shall be liable to pay on demand the actual amount of such loss / damages caused to EOI Berlin.

4.1.2. Two stage bidding process

For the purpose of selection of the successful Knowledge Partner, a two-stage bidding process will be followed.

The response to the present tender is to be submitted in two parts, i.e. the Technical Proposal and the Financial Bid in separate sealed covers. The Knowledge Partner will have to submit the 'Technical Proposal' separately from the 'Financial Bid'.

The 'Technical Proposal' will contain the exhaustive and comprehensive details of approach, methodologies to be followed, assertions, documents and any other collateral the Knowledge Partner would want to submit to EOI Berlin.

The 'Financial Bid' will contain the pricing information alone.

4.1.3 Right to accept / reject any applications

EOI Berlin reserves the right to accept or reject any or all applications and to annul the qualification process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

4.1.4 Amendment of RFP document

- At any time, prior to the deadline for submission of Applications, EOI Berlin either on its own or on request of the KP may amend the RFP documents by issuing addendum or addenda. These addenda shall be posted at the website of EOI Berlin and shall be treated as a part of the RFP Documents.
- EOI Berlin may, at its discretion, extend the deadline for the submission of applications.

4.2 Conflict of Interest

The Knowledge Partner shall not receive any remuneration in connection with the assignment except as provided in the contract. The Knowledge Partner and its affiliates shall not engage in consulting activities that conflict with the interest of EOI Berlin.

4.3 Preparation of Proposal

4.3.1 Instructions related to Technical Proposal

The Technical Proposal should furnish the following information, as per para 3.7 of Section 3.

- Brief profile of the organization/firm.

- Relevant experience of providing effective and efficient investor hand holding to German Mittelstand companies in India, including field experience in project management. Summary of case examples to be furnished.
 - It is expected that Knowledge Partners would integrate their team deployment plan along with the overall approach and work plan and propose suitable number of resources required to successfully deliver the project over a period defined in the RFP.
- Documents supporting the size of the company, presence in Germany and India and other countries; service portfolio, fee structure, discounted fee structures or free service package and reference companies should be presented with the Technical Bid.
 - Brief CVs of the Key Personnel who will be engaged for the investment facilitation support: The key personnel whose CVs are provided will continue to be engaged and available for the project throughout the duration of the project. Substitution, will, however be permitted with prior written approval of EOI Berlin if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of EOI Berlin.
 - Detailed technical approach note towards the execution of the project, team deployment plan, methodology of work plan for performing the project. It should also highlight the problems to be addressed along with their importance and explain the technical approach the KP will adopt to address them.

The suitability of organization/Knowledge Partner for undertaking the job will be decided on the basis of overall capacity of the organization and relevant experience in similar field and capabilities and experience of professionals selected for taking up the task

Failure to comply with the prescribed requirements for evaluation of the proposals shall make the proposal liable to be rejected and the evaluation of Financial Bid shall not be undertaken.

4.3.2 Instructions related to Financial Bid

In preparing the financial proposal, Knowledge Partners are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Bid should be in the form of a lump-sum quote as professional fees which the KP would charge EOI Berlin for the entire Project inclusive of all the costs including taxes, applicable service tax, travel costs, if any, associated with the Project etc for the entire project duration for up to one year.

The maximum bid value shall not exceed Euro 100,000/- (Euro One Hundred Thousand Only) inclusive of all taxes. EOI Berlin will not reimburse any other expenses other than what is quoted as lump-sum in the Financial Bid.

The Financial Bid shall be only in Euros. The total amount indicated in the financial proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.

For the purpose of clarification, it is clarified that the Knowledge Partner will mention the net cost and the VAT thereof. The EOI Berlin will only be responsible for reimbursing the net cost plus VAT quoted in the financial proposal. Knowledge Partners must do their due diligence about the tax implications and the EOI Berlin will not be liable for any tax incident other than the applicable VAT.

If EOI Berlin wishes to extend the validity period of the financial proposals, it may ask the Knowledge Partners to extend the validity of their proposals for a stated period. Knowledge Partners, who do not agree, have the right not to extend the validity of their proposals.

4.4.1 Submission, Receipt and Opening of Proposals

The Proposal (Technical Proposal and Financial Bid) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.

An authorized representative of the firm should initial all pages of both Technical and Financial Bid.

The Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal – Make In India Mittelstand!: Market Entry Support for German Mittelstand Companies ". The Financial Proposal should be placed in a sealed envelope clearly marked "Financial Bid- Make In India Mittelstand!: Market Entry Support for German Mittelstand Companies". All envelopes shall be placed into an outer sealed envelope bearing the submission address and marked "Technical Proposal + Financial Bid" - "Do not open except in presence of the Evaluation Committee."

4.4.2 Proposal Submissions:

Outer Envelope	Technical Proposal + Financial Bid
Technical Proposal	Technical Proposal (separately sealed envelope)
Financial Bid	Financial Bid (Separately sealed envelope)

4.4.3 Submission Address:

Mr. P.S. Gangadhar
First Secretary (Economic & Commercial)
Embassy of India
Tiergartenstrasse 17
10785 Berlin
Tel: 030 – 25759668
Fax: 030 – 25795520
E-mail: counsellor.commerce@indianembassy.de

The completed Technical and Financial Proposal must be delivered at the submission address on or before the Bid Submission Date of 12th August 2015 before 5:00 PM. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

After the deadline for submission of proposals the Technical Proposal shall be opened by the Evaluation Committee set up by EOI Berlin to carry out the technical evaluation. The financial bids shall remain sealed till then.

4.4.4 Withdrawal of Proposals: No modification or substitution of the submitted Proposal shall be allowed after the due date for submission of proposals. A Knowledge Partner may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by EOI Berlin before the due date of submission of Proposals. In case a Knowledge Partner wants to re-submit their Proposal, the Knowledge Partner shall submit a fresh Proposal, following all the applicable terms and conditions prescribed in this RFP.

4.5 Evaluation of Proposal

4.5.1 General

The proposal shall be first evaluated on the basis of its response to the information documents sought in the RFP document. In case of any material deficiencies in providing the information/ documents in technical proposal and in case any assumption or condition is indicated in the financial bid, it shall be considered non- responsive and liable to be rejected.

After the submission of proposal till the contract is awarded, if any Knowledge Partner wishes to contact the EOI Berlin on any matter related to its proposal, it should do so in writing at the proposal submission address mentioned above. Any effort by the firm to influence the EOI Berlin during the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Knowledge Partner's proposal.

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

4.5.2 Evaluation of Technical Proposals

The Evaluation Committee appointed by EOI Berlin will carry out the evaluation of proposals on the basis of their responsiveness to the RFP, applying the following evaluation criteria and point system. Each responsive proposal will be given a technical score. Technical Proposals will be evaluated first in terms of responsiveness to the RFP and it will be based on the following criteria:

S. No.	Heading	Description	Points Allotted
1	Firm size and experience	Proven and demonstrable experience as required for the Programme including references	30
2	Key Personnel in core team	Experience of Experts	20
3	Project Methodology, approach, and work plan	Technical Approach & Methodology for executing the project	30
4	Affordability of KP's in-house services to Mittelstand	The attractiveness of KP's in-house services to the companies shall be assessed on the quantum of discount in service fees and/or the free service package being offered to the MIIM companies.	20

		Grand Total	100
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If required by EOI Berlin, the Knowledge Partners will be required to make presentations to the Evaluation Committee on their overall approach and project delivery plan during the evaluation of Technical Proposal.

The Minimum Technical Score required to qualify is: 75 Points out of 100.

A proposal will be considered unresponsive and shall be rejected at this stage if it does not contain the details as required in this RFP document or if it fails to achieve the Minimum Technical Score.

4.6 Opening and Evaluation of Financial Bids

After Evaluation of Technical Bids by the Evaluation Committee, the EOI Berlin shall open the Financial Bids of only the qualified Knowledge Partners on 14th August 2015. A representative of the Knowledge Partner Company shall have the option to be present at the time of opening of financial bids at EOI Berlin on 14th August 2015 at 1430 hrs.

The Evaluation Committee of EOI Berlin will determine whether the financial bids are complete, unqualified and unconditional. The Financial Proposals shall be opened publicly on in the presence of Knowledge Partners' representatives who have opted to attend. The name of the Knowledge Partners, their technical scores and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.

Proposals will be ranked according to their combined technical and financial scores. The firm achieving the highest combined technical and financial score will be invited for negotiations.

4.7 Negotiations

Negotiations will be held with the selected KP at the EOI Berlin. The aim is to reach agreement on all points of the draft Contract with the Knowledge Partner. If negotiations fail, the EOI Berlin will invite the firm that received the second highest score to contract negotiations.

4.8 Award of Contract

The contract will be awarded to the selected KP following negotiations. After negotiations are complete, the EOI Berlin will promptly notify other Knowledge Partners on the shortlist that they were unsuccessful and return the Financial Bids of those Knowledge Partners who did not qualify the technical evaluation.

4.9 Corrupt or Fraudulent Practices

EOI Berlin requires that KPs under this contract observe the highest standard of ethics.

EOI Berlin will reject a bid for award of consultancy work, if it has determined that the KP recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

4.10 Confidentiality

The selected KP for the consultancy services may have access to some confidential information for the purpose of the project implementation. The Knowledge Partner shall take all precautions necessary to keep the information totally confidential and under no circumstances it will be disclosed to any third party or competitors, which shall otherwise render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. EOI Berlin is entitled to be indemnified by the selected Knowledge Partner for any loss/damage to reputation and / or for any breach of confidentiality.
