Request for Proposal (RFP) for

Seclection of Market-study Partner for the purpose of

conducting a market survey to assess the current and potential of French investment and investment interest in India

> Dated : January 27, 2021 Embassy of India, Paris

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Embassy of India, Paris reserves the right, without any obligation or liability, to accept or reject any or all the bids at any stage of the process, to cancel or modify the process or change/modify/amend any or all provisions of this RFP Document, at any time, without assigning any reason whatsoever.

Section 1 : Objective of the RFP :

The objective of the RFP is to conduct a market survey to assess the current and potential French investment and investment interest in India followed by an in-depth analysis to be presented in form of a published report.

Section 2 : Scope of Work :

The market study should be based on an extensive survey of French companies (both already existing in India and not presently there), other institutional investors (like BPIFrance, banks, sovereign funds etc) and present a comprehensive analysis of the present and potential French investments in India.

The analysis should:

- (a) cover interest, perception & any expectation/recommendation of the French companies in India as an investment destination
- (b) gauge French business interest in India in comparison to other regions like European countries, Africa, China, US, South East Asia etc, particularly in the light of Covid-19 pandemic.
- (c) Draw the respondents of the survey and present analysis from across sectors, French regions and sizes (small, medium, large) in a representative manner.

The following is an indicative (but not exhaustive) list of indicators for the market study which should form part of report:

Analysis of current scenario :

- Present investment (from which French regions to which Indian states) drilled down to regions, sectors, company size from France.
- b. Nature of investment which includes date of entry, entry medium (JV, merger, subsidiary, etc), value, shareholding (private/public) etc.
- c. Purpose for investing in India and in particular state(s). For example, could also be for re-exports to certain international markets or for domestic market.
- d. Reasons for choosing to invest in India (through well-defined parameters) and in particular region of India.
- e. Perception of India as an investment destination vis-à-vis other countries/regions like Europe/Africa/China/South East Asia etc.
- f. Top investing sectors in India from French investors
- g. Experience of investment so far (e.g. growth/performance/ease of doing business/regulatory environment etc.)
- Future outlook- e.g. further expansion plans/expectation of growth/profitability

2. Analysis of POTENTIAL French investment in India:

a. Extensive questionnaire as a survey method to ascertain the perception of India as an investment destination - bifurcated for the investors already present and new potential investors. Across sectors (agri, manufacturing,

- technology, startups etc), across states and regions, across sizes to be factored in the sample and the questionnaire.
- Potential areas where India can harness French investments sector wise, regionwise, investment type wise,
- c. Ways to increase French investments in India including through new and innovative ways.
- d. Potential areas where India can effect supply chain shift analytical analysis : sector wise, region wise(states of India), in comparison with other countries (as indicated in previous para)

3. COVID 19's impact on French investments and opportunity

- The trend of investment from France during the COVID-19 pandemic.
- b. The trend of investments from France to India during Covid-19 pandemic.
- c. Areas where India can harness investment from French companies in light of the pandemic.

4. Analysis of findings for publication:

- Detailed analysis of Actual scenario along the lines mentioned in para 1 of this section.
- Detailed analysis of potential French investments in India along the lines mentioned in para 2 of this section.
- c. Detailed analysis of COVID 19's impact on French investments and opportunity along the lines mentioned in para 3 of this section.

5. Way forward:

- Expectations and perceptions of the French investors (including potential investors) from India to facilitate their investments
- Solutions and recommendations (including policy recommendations) to increase French investments in India
- c. Practical ways to support the aforementioned solutions and recommendations.

6. Structural requirements:

a. Atleast 60% of the sample should comprise of French companies/institutions which are not yet present in India. Atleast 300 French companies, representing different sectors, regions, sizes are expected to be part of the survey.

7. Timelines:

- a. The final report should be published within 35 days from the date of the award of contract for the project.
- b. The draft report should be shared after 30 days from the date of the award of contract for the project.
- c. Mid progress report to be shared at the end of 15 days from the date of the award of contract for the project

d. At each aforementioned stage, including after the submission of the final report, any changes requested by the Embassy within one week of that submission, must be incorporated.

Section 3: Terms of Reference

Selection of the Market Study Partner (MP) shall be based on a Quality and Cost Based Selection (QCBS) system. The upper ceiling for financial bid is kept at 10,000 Euros, including all taxes.

Section 4: Schedule for Submission of the RFP

S.No.	Details of the process	Date	
1.	Date of publishing of RFP	27.01.2021	
2.	Last date for seeking clarification	30.01.2021	
3.	Last date for receipt of bids	17.02.2021	
4.	Opening of technical bids	18.02.2021	
5.	Opening of financial bids	Open	
6.	Award of contract	Open	
7.	Submission of mid progress report	15 days after the award of contract	
8.	Submission of draft report by the MP	30 days after the award of contract	
9.	Submission of final report by the MP	35 days after the award of contract	
10.	Last day for requesting changes from MP	7 days after submission of final report	

Section 5: Address for communication

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

Mr. Tusharanshu Sharma Head of Economic & Commercial Wing Embassy of India, Paris 13-15 Rue Alfred Dehodencq 75016 Paris Tel: 0033 – 140505029

E-mail: eco.paris@mea.gov.in

Section 6: Instructions to Market Study Partner

6.1 Bid submission Process

6.1.1 General Terms of Bid Submission

The Market Study Partner should bear all the costs associated with the preparation and submission of his/her bid and EOI Paris 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 MP is also required to submit a softcopy 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 Paris in all respects. One hard copy of the Financial Bid would suffice and no soft copy of the Financial Bid is necessary. Financial bids of only those agencies will be opened who qualify in technical bid.

The bids in English language should be signed by the company of the Market Study 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 Market Study 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 Paris may, at its discretion, abandon the process of the selection associated with this Request for Proposal (RFP) any time before notification of award.

The financial bid will be opened by the Evaluation Committee and authorized representatives of the company of the Market Study 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 Market Study Partner and may, if accepted by EOI Paris, form the basis for the final contract between EOI Paris and Market Study Partner.

Market Study 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 Market Study Partner may modify or withdraw its offer after submission but prior to the closing date and time. EOI Paris concludes that there shall be no extra costs associated with the same other than the cost quoted by them.

EOI Paris 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 MPs, 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 MPs 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 MPs, 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 Paris.

By submitting a signed bid, the MP certifies that:

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

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

EOI Paris is not responsible for any assumptions or judgments made by the MPs for arriving at any type of sizing, costing etc. EOI Paris at all times will benchmark the performance of the MP 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 MP must make good the same at no extra costs to EOI Paris, in order to achieve the desired service levels as well as meeting the requirements of these documents.

The MP represents and acknowledges to EOI Paris 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. Necessary experience includes physical presence in both France and India, French clientele across sizes, sectors and regions, both in France and India.

EOI Paris 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 Paris reserves the right to make any changes in the terms and conditions of this RFP. EOI Paris will not be obliged to meet or discuss to any representations on the decision.

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

EOI Paris shall inform the MP of all breaches and claims of indemnification and shall grant the MP 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 MP). The written demand by EOI Paris as to the loss / damages mentioned above shall be final, conclusive and binding on the MP and MP shall be liable to pay on demand the actual amount of such loss / damages caused to EOI Paris.

6.1.2. Two stage bidding process

For the purpose of selection of the successful Market Study 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 Market Study Partner will have to submit the 'Technical Proposal' separately from the 'Financial Bid'.

The 'Technical Proposal' will contain the exhaustive and comprehensive details of its experience, expertise followed by approach, methodologies, assertions, documents and any other collateral the Market Study Partner would want to submit to EOI Paris.

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

6.1.3 Right to accept / reject any applications

EOI Paris 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.

6.1.4 Amendment of RFP document

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

 EOI Paris may, at its discretion, extend the deadline for the submission of applications.

6.2 Conflict of Interest

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

6.3 Preparation of Proposal

6.3.1 Instructions related to Technical Proposal

The Technical Proposal should furnish the following information,

- Brief profile of the organization/firm.
 - Relevant experience/clientele in conducting such analysis.
- Documents supporting the size of the company, presence in France 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 Paris 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 Paris.
- 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 MP will adopt to address them.

The suitability of organization/Market Study 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.

6.3.2 Instructions related to Financial Bid

In preparing the financial proposal, Market Study 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 MP would charge EOI Paris 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. EOI Paris 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 Market Study Partner will mention the net cost and the VAT thereof. The EOI Paris will only be responsible for reimbursing the net cost plus VAT quoted in the financial proposal only after the submission of the final report. Market Study Partners must do their due diligence about the tax implications and the EOI Paris will not be liable for any tax incident other than the applicable VAT.

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

6.4.1 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 initialed 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 "Enhancing French Investments in India: A Study". The Financial Proposal should be placed in a sealed envelope clearly marked "Enhancing French Investments in India: A Study". The envelope should be clearly addressed to M. Tusharanshu Sharma, Head of the E&C Wing. 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."

6.4.2 Proposal Submissions:

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

Financial Bid

Financial Bid (Separately sealed envelope)

6.4.3 Submission Address:

Mr. Tusharanshu Sharma Head of Economic & Commercial Wing Embassy of India, Paris 13-15 Rue Alfred Dehodencg 75016 Paris Tel: 0033 - 140505029

E-mail: eco.paris@mea.gov.in

The completed Technical and Financial Proposal must be delivered at the submission address on or before the Bid Submission Date of 17th February 2021 before 17h00 (CEST). 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 Paris to carry out the technical evaluation. The financial bids shall remain sealed till then.

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

6.5 Evaluation of Proposal

6.5.1 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 Market Study Partner wishes to contact the EOI Paris 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 Paris during the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Market Study Partner's proposal.

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

6.5.2 Evaluation of Technical Proposals

The Evaluation Committee appointed by EOI Paris 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 in terms of number of years and clientele especially in India and France. Experience of working with French	30
	Key Personnel in core team	companies (based in France or India) Experience of Experts	20
3	Project Methodology, approach, and work plan	Technical Approach & Methodology for executing the project (including incorporation of digital resources, graphic representation, animations etc.)	40
		Grand Total	100

If required by EOI Paris, the Market Study 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.

6.6 Opening and Evaluation of Financial Bids

After Evaluation of Technical Bids by the Evaluation Committee, the EOI Paris shall open the Financial Bids of only the qualified Market Study Partners on a specified date. A representative of the Market Study Partner Company shall have the option to be present at the time of opening of financial bids at EOI Paris. The time and date for the same will be intimated.

The Evaluation Committee of EOI Paris will determine whether the financial bids are complete, unqualified and unconditional. The Financial Proposals shall be opened publicly in the presence of Market Study Partners' representatives who have opted to attend. The name

of the Market Study 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.

6.7 Negotiations

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

6.8 Award of Contract

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

6.9 Corrupt or Fraudulent Practices

EOI Paris requires that MPs under this contract observe the highest standard of ethics.

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

6.10 Confidentiality

The selected MP for the consultancy services may have access to some confidential information for the purpose of the project implementation. The Market Study 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 Paris is entitled to be indemnified by the selected Market Study Partner for any loss/damage to reputation and / or for any breach of confidentiality.
