

Request for Proposal (RFP)

for

**Selection of the Market-study partner (MP) for
the purpose of
suggesting measures to increase the bilateral
trade in goods between India and France
to EUR 15 billion by 2022.**

Date: 3 January 2019

Embassy of India, Paris

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Section 1: Objective of the RFP

The objective of this RFP is to engage a market-study partner (MP) to prescribe measures for GoI to increase the bilateral trade in goods between India and France to EUR 15 billion by 2022.

The recommendations of the MP must be based on the research as per the parameters mentioned in the following section titled 'Scope of Work'.

Section 2: Scope of Work

The market-study should present an analysis of the opportunities and challenges for achieving the targeted growth of Indo-French bilateral trade in goods.

The following is an indicative list of components of the survey:

1. Analysis of current situation and trends:

- Sector wise bilateral trade breakup (import and export): Actual and Percentage
- Sector and Industry wise bilateral balance of trade.
- Growth trend in the past 5 years
- Product wise and service wise trade breakup
- Break up of trade at different stages in the value chain and the trend:
 - high end (technology)
 - intermediary (components)
 - basic (sourcing)

2. Comparison with other countries:

- Indian foreign trade figures in all sectors and industries with important trade partners, especially in the European Union (EU)
- Country wise breakup of bilateral trade in all sectors and industries within the EU
- List of sectors and countries with significant trade with France (import and export)
- Countries filling France's import needs in sectors where it is net importer
- Major competitor countries of India in the top 5 bilateral (India-France) trading sectors
- Analysis of the trading system of competitor countries and a detailed study of any special benefits that may have been awarded to the competitors (by France or EU) in various sectors
- Intra EU trade with France

3. Region wise analysis (For France and India):

- States (for India)/Regions (for France) wise and sector wise trade (import and export)

4. Analysis of national strengths and weaknesses (For India and France):

- Priority sectors from the trade point of view
- Factors affecting demand and supply for India's exports in goods
- Factors affecting demand of India's imports
- Trend in demand and supply of India's export and import in the past 5 years
- Sectors wherein France and India are leading exporters to the world (with figures and trends) and how we can match the respective comparative advantage.
- Analysis of challenges faced in bilateral trade (trade barriers and non-trade barriers)
- Analysis of policy gaps where trade strength and potential lies
- Sector wise domestic policy support on export from India and analysis thereof

5. Opportunities (in India and France):

- New schemes and benefits
- Optimistic, pessimistic and realistic quantitative estimates of the schemes
- Opportunities of trade taking advantage of the schemes and priority areas
- Potential focus areas for increasing trade to EUR 15 billion by 2022
- Sectors and regions that will fuel extra EUR 5 billion trade
- Sector wise break up (estimated value and year-over-year growth) for additional EUR 5 billion trade

6. Suggestions of measures for GoI to achieve the above target

Based on the study of above factors and related parameters, MP should be able to suggest the following:

- Concrete measures including changes in domestic policy, negotiating changes in French & EU based policies, etc. to support the increase in trade.
- Prioritizing the sectors/products of trade and suggesting measures to enhance trade in them.
- Estimated cost and resources required for the support activities by Government and Industry to bring about this change.
- Suggestions for calendar of events/activities for the support measures to be taken, specifically, at the level of Embassy of India, Paris.

The above parameters are indicative and the bidders are free to suggest additional/alternative parameters.

Section 3: Terms of Reference (ToR)

3.1 Selection Criteria for the MP

Selection of the market study partner shall be based on a **Quality and Cost Based Selection (QCBS)** system. **The upper ceiling for financial bid is kept at 18500 Euros, including all taxes.**

3.2 Schedule for Submission of the RFP

S.No	Details of the process	Date
1.	Invitation of Expression of Interest (EoI)	04.01.2019
2.	Last date for seeking clarification	07.01.2019
3.	Last date for receipt of EoI	08.01.2019
4.	RFPs to be sent to selected MPs	09.01.2019
5.	Last date for receipt of bid	23.01.2019
6.	Opening of technical bids	24.01.2019
7.	Opening of financial bid	Open
8.	Award of Contract (work order to be issued)	Open
9.	Submission of draft report by the MP	45 days after the award of contract
10.	Submission of final report by the MP	55 days after the award of contract

3.3 Address for communication

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

Mr. Sarvjeet Soodan

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 4: General instructions for submission of the bid:

4.1 Bid submission Process

4.1.1 General Terms of Bid Submission

The MP should bear all the costs associated with the preparation and submission of his/her bid and the 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 must 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 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 the 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 MP 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 MP'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 MP's company 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 irrevocable offers / bids from the MP and may, if accepted by EOI Paris, form the basis for the final contract between EOI Paris and MP.

MP 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 MP 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 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.

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 and have discussions with any MP, and / or to listen to any representations.

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 the MP shall be liable to pay on demand the actual amount of such loss / damages caused to EOI Paris.

4.1.2. Two stage bidding process

For the purpose of selection of the successful MP, 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 MP 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 MP would want to submit to EOI Paris.

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

4.1.3 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.

4.1.4 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.

4.2 Conflict of Interest

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

4.3 Preparation of Proposal

4.3.1 Instructions related to Technical Proposal

The Technical Proposal should furnish the following information:

- Brief profile of the company/firm.
 - Relevant experience/ clientele in conducting such surveys.
- Documents supporting the size of the company/firm 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.

The suitability of the company/firm to be selected as MP 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, MPs 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 (including all taxes and other charges, if any) 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 for up to one year. 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 MP 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. The MP 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 MPs to extend the validity of their proposals for a stated period. MPs 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 interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated 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 (Cover No.1) clearly marked "Technical Proposal- Selection of market-study partner to increase India France bilateral trade in goods to EUR 15 billion by 2022". The Financial Proposal should be placed in a sealed envelope (Cover No. 2) clearly marked "Financial Bid- Selection of market-study partner to increase India France bilateral trade in goods to EUR 15 billion by 2022". These two 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:

Cover No. 1	Technical Proposal (separately sealed envelope)
Cover No. 2	Financial Bid (separately sealed envelope)
Outer Envelope	Technical Proposal (Cover No. 1)+ Financial Bid (Cover No, 2)

4.4.3 Submission Address:

Mr. Sarvjeet Soodan

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

The completed Technical and Financial Proposal must be delivered at the submission address on or before the Bid Submission Date of **23rd January 2019 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 Paris 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. The MP 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 the MP wants to re-submit their Proposal, the MP 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 MP 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 MP's proposal.

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

S.No.	Criteria	Points Allotted
1.	Experience of the firm in conducting market studies and the clientele	25
2.	Geographical footprint and global presence of the firm (specially in India and France)	25
3.	Incorporation of digital resources, graphic representations, animation and other innovative tools in the survey	35
4.	Miscellaneous parameters (for example, previous experience of working with the GoI etc.)	15
	Total	100

4.5.2 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:

If required by EOI Paris, the MPs 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 Paris shall open the Financial Bids of only the qualified MPs on **a specified date**. A representative of the MP 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 on in the presence of MP's representatives who have opted to attend. The name of the MPs, 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 marks obtained by each firm will be allotted a weightage of 70% for technical bid and 30% for financial bid.

Price bid of the bidder with the lowest cost will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted prices. Similarly, technical bid of the highest bidder will be given a technical score of 100 and other bids will be given a technical score inversely proportional to the marks obtained by them.

On the basis of the combined weightage score for technical and financial bids, the bidders shall be ranked in terms of the total score obtained. The bidder obtaining the

highest score will be invited for negotiation. The formula for working out the combined score will be as follows:

$$\text{Total Score} = T(w) * T(s) + F(w) * F(s)$$

T(w) stands for weightage for Technical Score, i.e.- 0.7

T(s) stands for Technical score

F(w) stands for weightage for Financial Score, i.e.- 0.3

F(s) stands for Financial score

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 MP at the EOI Paris. The aim is to reach agreement on all points of the draft Contract with the MP. If negotiations fail, the EOI Paris 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 MP following negotiations. After negotiations are complete, the EOI Paris will promptly notify other MPs on the shortlist that they were unsuccessful and return the Financial Bids of those MPs who did not qualify the technical evaluation.

4.9 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.

4.10 Confidentiality

The selected MP for the consultancy services may have access to some confidential information for the purpose of the project implementation. The MP 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 MP for any loss/damage to reputation and / or for any breach of confidentiality.

Section 5: Ownership/copyright of market study

5.1 EOI Paris, shall have the sole ownership of the report of the market study, including copyrights, trademarks, trade secrets, patent over works or ideas created / submitted by the MP during the currency as well as after expiry of the contract. The MP shall have no claim or right over these material contents after expiry or termination of the contract.

Section 6: Payment terms

6.1 No advance payment will be made for carrying out the market survey. EOI Paris will release 100% payment only after satisfactory completion, based on the criteria defined by both the parties at the time of award of the contract.
