

***Embassy of India***

***Bern***



**Request for Proposal (RFP)**

**for**

**Selection of Legal cum Tax Partner for Embassy of India, Berne's  
"Make in India Swiss Mittelstand Program"  
To Facilitate Investments in India**

**Date: 05 Sept, 2017**

## **Disclaimer**

Embassy of India, Berne does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document, nor will have the liability for any loss, expense or damage which may arise from with anything contained in this RFP document or in any way from the selection process for the Program.

Embassy of India, Berne reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Request for Proposal Application.

Embassy of India, Berne 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.

## Contents

- Section 1: Letter of Invitation
- Section 2: Scope of Work & Qualifying Criteria
- Section 3: Instructions to Legal cum Tax Partner

### Abbreviations used in the RFP

- KP: Knowledge Partner
- LTP: Legal cum Tax Partner
- MISMP: Make In India Swiss Mittelstand Program
- EOI Berne: Embassy of India, Berne.
- GOI: Government of India

“Company” means companies selected under the MISMP

“MISMP Partner” means agencies selected by EOI Berne to support the Program

## Section 1: Letter of Invitation

Berne, 05<sup>th</sup> Sept, 2017

Dear Mr/Ms

Name of the Legal cumTax Firm:

Address:

### 1.1 Background

“Make in India” is a major Government of India Program for facilitating investment, fostering innovation, enhancing skill development, protecting intellectual property and building world-class manufacturing infrastructure in India. As the 6th most industrialised country in the world according to UNIDO, India offers many exciting new opportunities. It is one of the fastest growing large economies in the world. Its macroeconomic conditions have improved greatly. Fresh new opportunities have opened up in different sectors. Government of India has launched many far-reaching schemes and major structural reforms such as GST, the bankruptcy law, Skill India, Make in India, Digital India, eradication of black money etc. It has also implemented policy measures to support FDI, domestic development and ease of doing business. There is huge potential for growth.

Switzerland is World Number 1 in Innovation, Number 1 in International Competitiveness, has one of the highest R&D/ GDP ratios in the world and is also Number 1 in environmental performance. It is thus not surprising that Switzerland, despite its small size, is one of the highest investors in India in high-tech, precision engineering and manufacturing sectors. Internationally renowned Swiss companies have major investment, manufacturing, R&D, vocational training operations in India.

Mittelstand (SME) companies are the backbone of Swiss industry and its economy. They are world leaders in their domain and possess cutting-edge technologies. Though Mittelstand companies possess high-end technology, they are not big investors. An intensive and sustained effort to engage them, going beyond publicity & information campaigns, is required to persuade them to come to India. EOI Berne intends to implement a unique dedicated and strategic Program i.e., “Make In India Swiss Mittelstand - A Market Entry Support Program for Facilitating Investments by Swiss 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 Program 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.

The MISMP will be executed by a Knowledge Partner which will coordinate and monitor the Program with other Program partners (such as GOI and State-level investor facilitation agencies, law/tax firms, Chambers, banks and other solution providers). The role of each of the Partner Agencies under the MISMP shall be defined by EOI Berne. The MISMP will run initially for a period of one year from its launch, which can be thereafter renewed after review.

### 1.2 Important Notice

**The selection of the Knowledge Partner (KP), the lead Partner for EOI Berne for implementing the MISMP, is currently underway. If the selected KP does not possess in-house competence in legal**

**and tax matters, a separate LTP has to be identified by EOI Berne. Should the selected KP have in-house competence in legal and tax matters, this RFP stands withdrawn. The final decision will be taken on September 18, 2017.**

The RFP for the KP is enclosed at Annex 1 for ready reference.

### 1.3 Objective of RFP

The objective of this RFP is to engage an Indian Legal cum Tax Partner headquartered in India (as one of the MISMP Partners) on a non-commercial basis with the Embassy to provide legal / tax related services to Swiss companies on a commercial basis participating in the MISMP.

### 1.4 Selection Criteria for the Knowledge Partner

Selection of the Legal cum Tax Partner shall be based on the evaluation as per Para 4.5.2 below.

### 1.5 Documents Included in the RFP

The RFP includes the following documents

|           |                                          |
|-----------|------------------------------------------|
| Section 1 | Letter of Invitation                     |
| Section 2 | MISMP                                    |
| Section 3 | Scope of Work and Qualification Criteria |
| Section 4 | Instructions to Legal cum Tax Partner    |

### 1.6 Schedule for Submission of the RFP

|                                                                             |                                                 |
|-----------------------------------------------------------------------------|-------------------------------------------------|
| Despatch of RFP Document / Availability on website of EOI Berne:            | 05 <sup>th</sup> September 2017                 |
| Bid Submission Date                                                         | 21 <sup>st</sup> September 2017                 |
| Decision on Selection of the LTP                                            | 29 <sup>th</sup> September 2017                 |
| Negotiations with the selected LTP & Signing of the Non-Commercial Contract | To be decided, 10 <sup>th</sup> of October 2017 |

### 1.7 Address for communication

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

Mr. Bhaskar Bhatt  
First Secretary  
Embassy of India  
Kirchenfeldstrasse 28  
3005 Berne  
Tel: +41 30 350 1130  
Fax: +41 313511557  
E-mail: hoc.berne@mea.gov.in

## **Section 2: Make in India Swiss Mittelstand Program (MISMP)**

Please see the enclosed RFP for selection of the Knowledge Partner for all details on MISMP.

## **Section 3: Scope of Work & Qualifying Criteria for Legal cum Tax Partner (LTP)**

### **3.1 Services to MISMP Participating Companies:**

- The LTP will offer to the companies selected under the MISMP, legal cum tax related services.
- The LTP will have to participate in any follow-up meetings as decided by EOI Berne.
- The LTP will be notified by the KP of a particular company's requirement for legal cum tax services. Through the KP, the LTP would regularly report to EOI Berne regarding the services that have been offered to the Swiss companies.

### **3.2 Period of Engagement**

Annual. There is a possibility for renewal beyond that period after review.

### **3.3 Cost for the Services**

The LTP will provide specialised legal / tax related services to the participating companies, on its commercial terms, as agreed upon in advance with EOI Berne. Minor enquiries would be responded free of charge to the companies.

EOI Berne desires and expects that the services offered by the LTP is affordable to the MISMP participating companies. For this purpose, the LTP is expected to offer services at a discounted rate for the selected companies. During the bidding process, the LTP shall submit to the EOI Berne, its detailed service portfolio and its broad fee structure which will be assessed while selecting the LTP. If EOI Berne is not satisfied with the fee structure for the services being offered by the LTP, it shall consider negotiation of the same during the bidding process only after which the LTP shall be considered for the final bidding process.

The LTP shall not levy any charges to EOI Berne nor the KP / other Program partners under the Program. It would exclusively and directly charge the participating companies for the specialized tax/legal services, as sought by them, under commercial terms, as agreed upon with EOI Berne.

Selection of the LTP would be on the following criteria

- Focus of the LTP on services to Swiss Mittelstand
- Number of years of experience in the field.
- Prior References of providing legal / tax related services to SME investments in India. Services to Swiss companies would be an added qualification.
- Range of other Services portfolio

- Size of the organisation in India including number of employees, number of branches and established networks in India.
- Presence in other countries.
- Financial Strength
- Seniority/experience of the team members in the LTP who would be designated to provide services to the MISMP participating companies
- Affordability of LTP's fee structure for its services to the participating companies including the percentage of discount in fee or free package of services offered to MISMP companies.

#### Section 4: Instructions to Legal cum Tax Firms

##### 4.1 Bid submission Process

###### 4.1.1 General Terms of Bid Submission

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

The bid is to be submitted in English, one original and a copy. The LTP is also required to submit a soft copy of the Bid-documents (in MS Word format).

The bid in the English language should be signed by an authorised person of the company of the LTP. 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 LTP'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 Berne may, at its discretion, abandon the process of the selection associated with this Request for Proposal (RFP) anytime before notification of award.

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

Responses must clearly state the validity period of the bids.

The bid including all responses would be deemed to be irrevocable offers / bids from the LTP and may, if accepted by EOI Berne, form the basis for the final contract between EOI Berne and LTP.

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

The bid cannot be modified after the closing date. However, the LTP may modify or withdraw its offer after submission but prior to the closing date and time. EOI Berne concludes that there shall be no extra costs associated with the same other than the cost quoted by them.

EOI Berne 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 LTPs, 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 LTPs 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 LTPs, 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 Berne.

By submitting a signed bid, the LTP certifies that:

- The LTP has arrived at the prices in its bid without agreement with any other LTPs 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 LTP of this RFP.
- No attempt by the LTP to induce any other LTP to submit or not to submit a bid for restricting competition has occurred.
- Each LTP must indicate whether or not they have any actual or potential conflict of interest related to contracting services with EOI Berne. In case such conflicts of interest do arise, the LTP must indicate the manner in which such conflicts can be resolved

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

The LTP represents and acknowledges to EOI Berne 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 Berne 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 Berne reserves the right to make any changes in the terms



and conditions of this RFP. EOI Berne will not be obliged to meet and have discussions with any LTP, and/or to listen to any representations.

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

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

#### 4.1.2. Single Stage bidding process

For the purpose of selection of the successful LTP, a single stage bidding process will be followed.

The bid enclosing documents of proof wherever necessary and any other collateral the LTP would want to submit to EOI Berne, is to be submitted in a single part in a sealed cover.

#### 4.1.3 Right to accept / reject any applications

EOI Berne 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 Berne either on its own or on request of the LTP may amend the RFP documents by issuing addendum or addenda. These addenda shall be posted at the website of EOI Berne and shall be treated as a part of the RFP Documents.

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

#### 4.2 Conflict of Interest

The LTP shall not receive any remuneration in connection with the assignment from any party except from the participating company to which it renders its legal/ tax services. The LTP and its affiliates shall not engage in consulting activities that conflict with the interest of EOI Berne.

#### 4.3 Preparation of the Bid

##### 4.3.1 Instructions related to the Bid

The Bid should furnish the following information.

- Brief profile of the legal/ tax organization/firm.

- Relevant experience of providing effective and efficient legal/ tax related services to Swiss Mittelstand companies in India. Summary of case examples to be furnished.
- Documents supporting the size of the company, presence in India and in and other countries; service portfolio, fee structure, discounted fee structures or free service package. List of Reference companies should be included with the Bid.
- Brief CVs of the Key Personnel who will be responsible for the services provided to the companies. 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 Berne 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 Berne.

The suitability of the LTP 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.

If EOI Berne wishes to extend the validity period of the bid proposal, it may ask the LTP to extend the validity of their proposal for a stated period. LTP, 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 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 the Bid.

The Bid Proposal shall be placed in a sealed envelope clearly marked "Proposal – Make In India Swiss Mittelstand! Market Entry Support for Swiss Mittelstand Companies " and marked "Do not open except in presence of the Evaluation Committee."

#### 4.4.2 Submission Address:

Mr. Bhaskar Bhatt  
 First Secretary (Economic & Commercial)  
 Embassy of India  
 Kirchenfeldstrasse 28  
 3005 Berne  
 Tel: +41 30 350 1130

Fax: +41 313511557

E-mail: hoc.berne@mea.gov.in

The completed Bid Proposal must be delivered at the submission address on or before the Bid Submission Date of 21<sup>st</sup> Sept 2017 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 Proposal shall be opened by the Evaluation Committee set up by EOI Berne to carry out the evaluation.

4.4.3 Withdrawal of Proposals: No modification or substitution of the submitted Proposal shall be allowed after the due date for submission of proposals. A LTP may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by EOI Berne before the due date of submission of Proposals. In case a LTP wants to re-submit their Proposal, the LTP 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 the bid proposal and in case any assumption or condition is indicated in the bid, it shall be considered non-responsive and liable to be rejected.

After the submission of proposal till the contract is awarded, if any LTP wishes to contact the EOI Berne 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 Berne during the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Knowledge Partner's proposal.

##### 4.5.2 Evaluation of Proposals

The Evaluation Committee appointed by EOI Berne 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 score. 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 on legal/ tax matters required for the Program including references | 30              |
| 2      | Key Personnel responding on legal / tax queries | Experience of Experts                                                                                     | 20              |

|   |                                                           |                                                                                                                                                                                       |     |
|---|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 3 | Affordability of LTPs specialised services to Mittelstand | The attractiveness of LTP's services to the companies shall be assessed on the quantum of discount in service fees and the free service package being offered to the MISMP companies. | 50  |
|   |                                                           | Grand Total                                                                                                                                                                           | 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.

#### 4.6 Negotiations

Negotiations will be held with the selected LTP. The aim is to reach agreement on all points of the draft Engagement Agreement with the LTP. If negotiations fail, the EOI Berne will invite the firm that received the second highest score to contract negotiations.

#### 4.7 Award of the Engagement Agreement

The Engagement Agreement will be awarded to the selected LTP following negotiations. After negotiations are complete, the EOI Berne will promptly notify other LTPs on the shortlist that they were unsuccessful.

#### 4.8 Corrupt or Fraudulent Practices

EOI Berne requires that LTPs under this Engagement Agreement observe the highest standard of ethics.

EOI Berne will reject a bid for award of consultancy work, if it has determined that the LTP recommended for award has engaged in corrupt or fraudulent practices in competing for the Engagement Agreement in question.

#### 4.9 Confidentiality

The selected LTP for the consultancy services may have access to some confidential information for the purpose of the project implementation. The LTP 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 the Engagement Agreement apart from other legal action as may be warranted for any laxity on his part. EOI Berne is entitled to be indemnified by the selected LTP for any loss/damage to reputation and / or for any breach of confidentiality.

***Embassy of India***

***Bern***



**Request for Proposal (RFP)**

**For**

**Selection of Knowledge Partner for Embassy of India, Berne's "Make in India Swiss Mittelstand (MISM) Program"**

**(Facilitation of Swiss Mittelstand' s Investments in India)**

Date 31<sup>st</sup> July 2017  
Embassy of India, Berne

## ***Table of Contents***

|                   |                                                                                      |               |
|-------------------|--------------------------------------------------------------------------------------|---------------|
| <b>Section 1:</b> | <b>Scope &amp; Objectives of the Make in India Swiss Mittelstand Program (MISMP)</b> | <b>(3-7)</b>  |
| <b>Section 2:</b> | <b>Bid submission Process</b>                                                        | <b>(8-13)</b> |

## ***Abbreviations***

|                                       |                                                                                  |
|---------------------------------------|----------------------------------------------------------------------------------|
| <b>RFP</b>                            | Request for Proposal                                                             |
| <b>KP</b>                             | Knowledge Partner - a reputed Consultant Company/ Firm with requisite experience |
| <b>SME</b>                            | Small & Medium Enterprises                                                       |
| <b>MISMP</b>                          | Make In India Swiss Mittelstand Program                                          |
| <b>EOI Berne</b>                      | Embassy of India, Berne                                                          |
| <b>GOI</b>                            | Government of India                                                              |
| <b>Company</b>                        | Companies selected under the MISMP                                               |
| <b>Program Partner/ MISMP Partner</b> | Agencies selected by EOI Berne to support the Program                            |

## ***Disclaimer***

*Embassy of India, Berne does not make any representation or give warranty as to the accuracy, reliability or completeness of the information in this RFP document, nor will have the liability for any loss, expense or damage which may arise from anything contained in this RFP document or in any way from the selection process for the Program.*

*Embassy of India, Berne reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Request for Proposal Application.*

*Embassy of India, Berne 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: Scope & Objectives of the Make in India Swiss Mittelstand Program (MISMP)

Berne, July 31<sup>st</sup>, 2017

Dear Mr/Ms

Name of the Knowledge Partner

Address of Knowledge Partner

### 1. Introduction

“Make in India” is a major Government of India Program for facilitating investment, fostering innovation, enhancing skill development, protecting intellectual property and building world-class manufacturing infrastructure in India. Switzerland is World Number 1 in Innovation, Number 1 in International Competitiveness, has one of the highest R&D/ GDP ratios in the world and is also Number 1 in environmental performance. It is thus not surprising that Switzerland, despite its small size, is one of the highest investors in India in high-tech, precision engineering and manufacturing sectors. Internationally renowned Swiss companies have major investment, manufacturing, R&D, vocational training operations in India.

As the 6th most industrialised country in the world according to UNIDO, India offers many exciting new opportunities. It is one of the fastest growing large economies in the world. Its macroeconomic conditions have improved greatly. Fresh new opportunities have opened up in different sectors. Government of India has launched many far-reaching schemes and major structural reforms such as GST, the bankruptcy law, Skill India, Make in India, Digital India, eradication of black money etc. It has also implemented policy measures to support FDI, domestic development and ease of doing business. There is huge potential for growth.

Indo-Swiss relations are excellent and growing at a dynamic pace. The Indian Prime Minister’s visit in June 2016 is to be followed up by the Swiss President’s State visit to India in late August 2017 to take this momentum forward. Next year, the two countries will be celebrating the 70<sup>th</sup> Anniversary of the establishment of diplomatic relations as Switzerland was one of the first countries to recognise independent India. Bilateral ties have been imparted a strong momentum.

The Embassy of India in Berne has been promoting India as an active economic partner and investment destination for Switzerland. Sensing the potential in the Indian market, Swiss investors had also responded positively to the “Make in India” business promotions in Berne in December 2016 and at IMD Lausanne in March 2017. India now wishes to attract the Swiss Mittelstand, the backbone of Swiss industry and generator of many of the world’s cutting-edge technologies, to India. For this, special facilitation measures are the need of the hour, as expressed by many Swiss interlocutors.

#### 1.1 Main components of the MISMP

EOI Berne therefore intends to follow its sister Embassy in Berlin in **launching a Make in India Swiss Mittelstand Program (the MISMP)** with the necessary hand-holding services for the Swiss Mittelstand. The MISMP will identify Swiss SMEs interested in setting up manufacturing facilities in India, and provide them with business facilitation and hand-holding services. This would be the Tier I companies. Trading companies could also be considered on a case-by-case basis as Tier II companies, if these are planning on sourcing/localization/manufacturing in India.

**EOI Berne would be the main umbrella and supervising body for the program. EOI Berne will be the owner of the MISMP and shall implement the same with the support of a Knowledge Partner selected for the purpose.**

### 1.1.1. MISMP Implementation & Monitoring

EOI Berne will set up an MISMP Steering Committee, comprising of relevant stakeholders, for implementing, monitoring and reviewing the MISMP on a quarterly basis.

### 1.2. The Knowledge Partner

**A Knowledge Partner (KP)** will be engaged to assist EOI Berne to identify up to 30 Swiss companies interested in investing for manufacturing in India *in each quarter*. It shall be the lead Partner under MISMP for EOI Berne and thereby work closely with EOI and all other Program Partners in ensuring timely delivery of services for the selected companies. **All important steps the KP takes to implement, coordinate, monitor and review the MISMP would be done in consultation with and express approval of EOI Berne.**

#### 1.2.1. KP's Program Support to EOI Berne will consist of:

- Functioning as a lead Partner for EOI Berne for implementing and managing the MISMP.
- Setting up the MISMP Team with a dedicated team of persons for liaison with EOI Berne on a day-to-day basis (preferably in Berne, Switzerland).
- Working closely with EOI Berne for the successful design of the Program's components, with Program Partner selection, identification of companies, planning, launch, implementation, program management, performance review, monitoring, branding and publicity, etc.
- Assisting EOI Berne in developing the criteria for selection of companies and identifying potential companies from the Swiss Mittelstand for inclusion in the Program. Factors for consideration could be the stage of decision for market entry to India, attractiveness/commitment to investments in India, intensity of support needed for implementation, relevance to industry and impact on India's manufacturing ecosystem, Make in India / other GoI's national initiatives and dependency on GoI's investment incentives for investments.
- Holding substantive discussions with the selected company's concerned officials to prepare a work plan based on the company's request, and defining the services to be offered (either by KP itself or by other Program Partners) in consultation with EOI Berne.
- Planning, structuring, implementing, coordinating and monitoring the MISMP for EOI Berne with other Program Partners. 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. It will initiate service delivery to the companies together with other Program Partners. The KP shall coordinate with all Program Partners for facilitating requests of companies and constantly follow up on pending requests and bring cases of delay to the attention of EOI Berne.
- Assisting EOI Berne in organizing the launch of the MISMP in September 2017 and the follow up workshops, roundtables, etc. for the selected companies as defined jointly with EOI Berne.
- Setting up a Hot Line/Communication Channel for all the MISMP participating companies for servicing requests.
- Setting up an online program monitoring platform for the Embassy to oversee the progress of MISMP. It shall regularly report to EOI, Berne on the progress of work with the selected companies as well as requests being attended to through the Hot Line.
- Defining Key Performance Indicators (KPIs) to assess the progress and success of the initiative and suggesting measures for performance enhancement.
- Assessing progress in securing actual investments and submit quarterly reports to the EOI, Berne.
- Participating in all the meetings called by EOI Berne in connection with the implementation of the MISMP including fortnightly/monthly meetings of the MISMP Program Team and Steering Committee quarterly meetings.



- Managing the Publicity of the MISMP on behalf of the Embassy through Newsletters, Audio Visual, social media, online campaigns etc., as decided by the Embassy.

### 1.2.2 Selection of the KP would be on the following criteria

Selection of the KP shall be on a **Quality and Cost Based Selection (QCBS)** basis. The KP shall be a well-known Consulting firm with sound prior experience of providing market entry/ investment facilitation services to Swiss Mittelstand companies, strong networks, understanding of the Swiss Mittelstand, sound knowledge of Swiss and Indian market conditions, and strong language skills. The KP shall preferably operate out of Switzerland. Additional criteria will be:

- Focus on investments by Swiss Mittelstand in India within the KP's entire service portfolio would be desirable, including prior references of facilitating Swiss SME investments in India.
- Number of years of experience in the field.
- Range of Market Entry Services portfolio (Excluding Tax and Legal Services Portfolio).
- Size of the organisation in Switzerland and India including number of employees, number of branches and established networks in Switzerland and India.
- Number of team members including senior level staff which the KP is willing to dedicate (both full time and part time) to the MISMP.
- Presence in other countries especially in emerging markets.
- Financial Strength.
- Affordability of KP's fee structure for its in-house service portfolio to Mittelstand companies including discount percentage in fee or free package of services offered by KP to MISMP companies. During the bidding process, the KP shall submit to the EOI Berne (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.
- Attractiveness of the proposal including innovative ideas presented to implement the Program.
- Overall quality and cost of the engagement.

### 1.3 Selecting Program Partners

EOI Berne is the sole authority for identifying, selecting and assigning the role to be performed by the KP and each Program Partner in providing Swiss companies with various services under the MISMP. EOI Berne may add or remove any of the Partner Agencies during the course of the Program under its sole discretion. Nothing shall prevent it from doing so, including any provision/s contained elsewhere in this RFP.

If the KP does not possess in-house competency in legal and tax matters, a separate tax and legal company will be identified by EOI Berne to work closely with the KP. Program Partners will provide dedicated personnel to coordinate with the Embassy and the KP.

The tentative list of Program Partners will be:

|                                    |                                |
|------------------------------------|--------------------------------|
| MISMP Facilitation Partner         | Invest India                   |
| MISMP Partner States               | 6-8 State Governments of India |
| MISMP Tax & Legal Partner in India | To be identified               |
| MISMP Partner Bank (India)         | State Bank of India, SBI       |
| MISMP Partner Bank (Switzerland)   | To be identified               |
| MISMP Partner Chamber              | To be identified               |

### 1.4. KP's Liaison with MISMP Partners

The KP is expected to liaise with other Program Partners including GOI or State Government agencies for ensuring delivery of services to selected companies. The KP shall not levy any charges on the participating companies for the services provided by other Program Partners including the services rendered by GOI or State Government agencies.

The Program will be implemented with the support of the Central and State Governments in India and key Program Partners who can deliver various market entry services. The KP will thereafter service with the Program Partners all the requirements of the selected Swiss companies on a one-to-one basis by providing them with full spectrum market information, market entry support, and investor facilitation hand-holding services -initially for a period of 1 year from the launch of the Program, which can be renewed after review.

## **1.5 Phase-Wise MISMP Implementation by KP**

### **Phase I [First Quarter from October to December 2017]**

#### **Key Deliverables for KP**

- Finalize MISM program plan in consultation with EOI Berne.
- Develop company selection criteria.
- Finalize selection of companies for MISMP.  
[A maximum of 30 companies are envisaged for selection under the MISMP as potential Tier 1 companies. If requisite number of 30 companies for Tier I is not realized by end October 2017, the Program will still commence as scheduled for the companies selected till then, and the Program 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.]
- Define Key Performance Indicators (KPIs) to assess the progress and success of the initiative.
- Support EOI in organizing the MISMP Launch event on 12<sup>th</sup> October 2017.  
[The MISMP Launch Event will be for a larger group of companies. It will bring all interested companies and Program Partners together. This would be a daylong workshop/meeting to apprise the companies on the operation of the MISMP.]
- Set up the Hot Line/Communication Channel for MISMP.
- 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 MISMP Partners. The same will be submitted to EOI Berne 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 Program Partners shall be approved by EOI Berne before these services are delivered to the respective companies.]
- Start implementing service delivery based on work plan and approval of EOI Berne.
- Report progress to EOI Berne and attend MISMP Team fortnightly/monthly review meetings.
- Organize at least one workshop on a specialized topic for selected companies in November-December 2017.
- Support EOI in publicizing the MISMP initiative among Swiss companies and Industry networks with a view to draw more companies to MISMP.

### **Phase II [Second Quarter from January 2018 to March 2018]**

#### **Key Deliverables for KP**

- Prepare Work Plan for each new company selected during Phase I.
- Continue implementing service delivery based on the work plan and approval of EOI Berne
- Report progress to EOI Berne and attend MISMP Team fortnightly/monthly review meetings.

- Organize at least one workshop-cum-exchange platform for selected companies in February 2017.
- Selection of new companies based on the criterion defined for selection.

### **Phase III [Third Quarter from April 2018 to June 2018]**

- 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 Berne and attend MISMP Team fortnightly/monthly review meetings as well as 2<sup>nd</sup> Steering Committee Meeting in May 2018.
- Organize at least two workshops on specialized topics for selected companies.
- Selection of new companies based on the criterion defined for selection.
- PR work.

### **Phase IV [Fourth Quarter from July 2018 to September 2018]**

- Prepare and implement Work Plan for each company selected during Phase III.
- Report progress to EOI Berne and attend MISMP Team fortnightly/monthly review meetings as well as 3<sup>rd</sup> Steering Committee Meeting in 2018.
- Undertake Annual evaluation/review with a view to measure success of the Program.
- Organize at least one workshop and one exchange platform for selected companies.
- Preparation of PR material on completion of one year of the MISMP.
- Prepare a Report on achievements and successes of the Program for EOI Berne and address shortcomings if any.

## **1.6 Period of Engagement**

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

## **1.7 Terms and conditions**

### **1.7.1 Cost for the Services**

Fixed sum payable in instalments for the period of contract/agreement subject to a maximum ceiling of CHF 100,000/- per annum (Swiss Francs One Hundred Thousand Only) inclusive of all taxes. This is an indicative amount and will depend on the range and quality of services offered, results offered and competitive bidding.

In addition, EOI Berne 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 any additional services over the free package at a discounted rate for the selected companies. During the bidding process, the KP shall submit to the EOI Berne (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, Berne 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.

### **1.7.2 Program Duration & Terms of Payment**

The remuneration consists of a lump sum fee disbursed by EOI Berne in quarterly instalments on achieving the specific quarterly targets agreed with the KP. The program 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. There will be the possibility to renew the Contract/Agreement subject to results achieved and extension of the MISMP by GOI.

| <b>Duration</b>                                            | <b>Payment</b> |
|------------------------------------------------------------|----------------|
| 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 |

## Section 2 Bid Submission Process

### 2. General Terms of Bid Submission

- The KP should bear all costs associated with the preparation and submission of his/her bid and EOI Berne 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.
- 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 Microsoft Office Word formats) and ensure consistency between the hard and soft copies. One hard copy of the Financial Bid would suffice and no soft copy of the Financial Bid is necessary.
- The bids in English should be signed by the company of the KP 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.
- 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 KP'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.
- The financial bid will be opened by the Evaluation Committee and authorized representatives of the company of the KP 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 KP and may, if accepted by EOI Berne, form the basis for the final contract between EOI Berne and KP.
- KP 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 KP may modify or withdraw its offer after submission but prior to the closing date and time.
- EOI Berne 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 Berne.

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 Berne. In case such conflicts of interest do arise, the KP must indicate the manner in which such conflicts can be resolved.

EOI Berne is not responsible for any assumptions or judgments made by the KPs for arriving at any type of sizing, costing etc. EOI Berne 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 cost to EOI Berne, in order to achieve the desired service levels as well as meeting the requirements of these documents.

The KP represents and acknowledges to EOI Berne 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 Berne 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 Berne reserves the right to make any changes in the terms and conditions of this RFP. EOI Berne 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 Berne 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 Berne 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 Berne.

## **2.1 Two stage bidding process**

For the purpose of selection of the successful KP, 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 KP 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 KP would want to submit to EOI Berne.
- The 'Financial Bid' will contain the pricing information alone.

## **2.2 Right to accept / reject any applications**

EOI Berne 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.

## **2.3 Amendment of RFP document**

At any time, prior to the deadline for submission of Applications, EOI Berne 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 Berne and shall be treated as a part of the RFP Documents. EOI Berne may, at its discretion, extend the deadline for the submission of applications.

## **2.4 Conflict of Interest**

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

## **2.5 Preparation of Proposal**

### **2.5.1 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 investor hand-holding services to Swiss Mittelstand companies in India, including field experience in program management. Summary of case examples to be furnished. It is expected that KPs 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 program over a period defined in the RFP.
- Documents supporting the size of the company, presence in Switzerland 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 program throughout the duration of the program. Substitution, will, however be permitted with prior written approval of EOI Berne 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 Berne.
- Detailed technical approach note towards the execution of the program, team deployment plan, methodology of work plan for performing the program. 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/KP 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.

### **2.5.2 Instructions related to Financial Bid**

In preparing the financial proposal, KPs 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 Berne for the entire Program inclusive of all the costs including taxes, applicable service tax, travel costs, if any, associated with the Program etc. for the entire Program duration for up to one year.

EOI Berne 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 Swiss Francs (CHF). 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 KP will mention the net cost and the VAT thereof. The EOI Berne will only be responsible for reimbursing the net cost-plus VAT quoted in the financial proposal. KPs must do their due diligence about the tax implications and the EOI Berne will not be liable for any tax incident other than the applicable VAT.

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

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

## **2.7 Proposal Submissions**

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

## **2.8 Schedule for Submission of the RFP**

|                                                 |                                                                      |
|-------------------------------------------------|----------------------------------------------------------------------|
| Monday, July 31 <sup>st</sup> 2017              | <b>Despatch of RFP Document / Availability on EOI Berne website</b>  |
| Monday, Sept 04 <sup>th</sup> 2017 (1700 hrs)   | <b>Final Bid Submission Deadline</b>                                 |
| Wednesday, Sept 06 <sup>th</sup> 2017 (1430hrs) | <b>Opening of Financial Bids</b>                                     |
| Monday, Sept 11 <sup>th</sup> 2017              | <b>Decision on Selection of the KP</b>                               |
| Monday, Sept 18 <sup>th</sup> 2017              | <b>Negotiations with the selected KP &amp; Award of the Contract</b> |
| Immediately after contract award                | <b>Commencement of Work latest by October</b>                        |

The completed Technical and Financial Proposal must be delivered at the submission address on or before the Bid Submission Date of 04<sup>th</sup> September 2017 before 500 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 Berne to carry out the technical evaluation. The financial bids shall remain sealed till then.



## 2.9 Submission Address/ Address for communication

All communications related to this RFP including the submission of the Proposal shall be addressed to,  
Shri Bhaskar Bhatt  
First Secretary  
Embassy of India,  
Kirchenfeldstrasse 28,  
CH-3005, Berne  
Email hoc.berne@mea.gov.in  
Phone 0041 31 3511559  
Fax 0041 31 3511557

## 2.10 Withdrawal of Proposals

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

## 2.11 Evaluation of Proposal

### 2.11.1 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 KP wishes to contact the EOI Berne 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 Berne during the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the KP's proposal.

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

### 2.11.2 Evaluation of Technical Proposals

The Evaluation Committee appointed by EOI Berne 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

| Heading                  | Description                                                                         | Points Allotted |
|--------------------------|-------------------------------------------------------------------------------------|-----------------|
| Firm size and experience | Proven and demonstrable experience as required for the Program including references | 30              |

|                                                        |                                                                                                                                                                                                 |            |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Key Personnel in core team                             | Experience of Experts                                                                                                                                                                           | 20         |
| Program Methodology, approach, and work plan           | Technical Approach & Methodology for executing the Program                                                                                                                                      | 30         |
| 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 MISM companies. | 20         |
|                                                        | <b>Grand Total</b>                                                                                                                                                                              | <b>100</b> |

- If required by EOI Berne, the KPs will be required to make presentations to the Evaluation Committee on their overall approach and Program 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.

### 2.11.3 Opening and Evaluation of Financial Bids

After Evaluation of Technical Bids by the Evaluation Committee, the EOI Berne shall open the Financial Bids of only the qualified KPs on 06<sup>th</sup> September 2017 at 1430 hrs. A representative of the KP Company shall have the option to be present at the time of opening of financial bids at EOI Berne on 06<sup>th</sup> September 2017 at 1430 hrs.

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

### 2.12 Negotiations

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

### 2.13 Award of Contract

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

### 2.14 Corrupt or Fraudulent Practices

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

## **2.15 Confidentiality**

The selected KP for the consultancy services may have access to some confidential information for the purpose of implementation. The KP shall take all precautions necessary to keep the information totally confidential and under no circumstances will disclose such information 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 Berne is entitled to be indemnified by the selected KP for any loss/damage to reputation and / or for any breach of confidentiality.

\*\*\*\*\*

31.07.2017