

**Request for Proposal (RFP)**

**for**

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

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

**Date: 14 December 2021  
Embassy of India, Berlin**

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## **Abbreviations used in the RFP**

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

MIIM : Make In India Mittelstand! Programme

EOI Berlin : Embassy of India, Berlin.

GOI : Government of India

“Company” means companies selected under the MIIM Programme

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

## **Section 1: Letter of Invitation**

Berlin, 14 December 2021

Dear Mr/Ms

Name of the Knowledge Partner:

Address of Knowledge Partner:

### **1.1 Background**

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

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

1.1.3 Mittelstand companies are the backbone of German industry and its economy. Most of them are family owned and are ‘small’, yet they are world leaders in their domain and possess cutting-edge technologies. There is a good potential for mobilizing their entry into the Indian market as their exposure to India remains limited. This is being done through facilitating the market entry of Mittelstand and family owned companies into the Indian market through the MIIM programme since September 2015.

1.1.4 By nature, Mittelstand companies are highly risk averse and therefore reluctant to enter into 'challenging' markets such as India. Though they possess high-end technology, they are not big investors. These companies not only require the necessary market information, but also information on the business processes involved in market entry into India. An intensive and sustained effort to engage them, going beyond publicity & information campaigns through conducting of workshops, webinars, interactions and networking platforms has helped in mobilizing these SME’s to invest in India in the last 6 years. EOI Berlin is implementing an investment facilitation programme i.e., “Make In India Mittelstand! - A Market Entry Support Programme for Facilitating Investments by German Mittelstand and Family Owned Companies in India” to provide them with the necessary market entry support including investor facilitation and hand-holding services, which are critical for market entry decisions and a successful entry to the Indian market. The programme is being implemented with the support of not only the concerned Central

and State Government Ministries in India but also by engaging key industry partners who can support the companies in various aspects of market entry into India.

## **1.2 Objective of the RFP**

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

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

1.2.1.2 EOI Berlin will identify the other MIIM Programme Partners who will support the Programme by providing assistance to the companies selected under the programme. For the purpose, they will make available dedicated personnel to coordinate closely with the Embassy and the KP for assisting the German companies. The role of each of the Partner Agencies under the MIIM is defined in para 2.4 of this document. EOI Berlin will be the sole authority in deciding the Partner Agencies and their respective roles under the MIIM Programme.

## **1.3 Selection Criteria for the Knowledge Partner**

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

## **1.4 Documents Included in the RFP**

The RFP includes the following documents

Section 1: Letter of Invitation

Section 2: MIIM Programme

Section 3: Scope of Work and Qualification Criteria

Section 4: Instructions to Knowledge Partners

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

Despatch of RFP Document / Availability on website of EOI Berlin	14 December 2021
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Queries by email to be received by	6 January 2022
Pre- Bid Conference	18 January 2022
Bid Submission Date	30 January 2022 (1700 hrs)
Opening of Financial Bid	10 February 2022 (1430hrs)
Decision on Selection of the KP	By 25 February 2022 (tbc)
Negotiations with the selected KP & Award of the Contract	1 <sup>st</sup> or 2 <sup>nd</sup> Week of March 2022
Commencement of the Work	01 April 2022

## **1.6 Address for communication**

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

Mr. Saketa Musinipally  
 Second Secretary (Economic & Commercial)  
 Embassy of India  
 Tiergartenstrasse 17  
 10785 Berlin  
 Tel: 030 – 25795501  
 Fax: 030 – 25795520  
 E-mail: hoc.berlin@mea.gov.in

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

**2.1 Scope of MIIM:** The objective of MIIM is to facilitate investment by German Mittelstand into India. This includes identifying potential German SME's and providing them and the existing MIIM member companies with business facilitation and hand-holding services with the support of a 'Knowledge Partner' in Germany, Invest India in India and other MIIM Programme Partners. The primary focus of the MIIM programme will be on companies interested in investing in India i.e., those intending to set up manufacturing facilities as part of the 'Make in India' initiative, looking at expanding their investments/operations in India, localization of manufacturing in India, etc. The support provided by the MIIM programme is dependent on discussion between the EOI, the company and the KP and will be decided on a case to case basis.

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

**2.3 Knowledge Partner:** A well-known Consulting firm with a sound experience in market entry services also possessing strong networks, understanding of German Mittelstand, sound knowledge of German and Indian market conditions, prior experience of providing market entry support services to German Mittelstand companies, strong German language skills capabilities, PR and media outreach capabilities as well as a strong existing network of Mittelstand clients, shall qualify to be considered a Knowledge Partner under the MIIM Programme. The KP will plan, implement and manage the MIIM project for EOI Berlin. It shall be the lead Partner under MIIM for EOI Berlin and thereby work closely with all other MIIM programme partners in ensuring timely delivery of services for the selected companies. The KP shall also provide professional advice on market entry processes and guide the SME's in the process as per the directions of the Embassy. KP shall operate out of Germany. KP will be responsible for day to project management, conducting of workshops and webinars, management and upkeep of the MIIM website, outreach to potential member companies, and all other work as deemed fit by EOI Berlin.



**2.4 Other MIIM Programme Partners:** The tentative list of other services which are required for the MIIM Programme, for which the EOI will appoint MIIM Programme Partners, is given below:

1. **MIIM Facilitation Partner:** Providing clarification on FDI and other policies, and any updates thereto. Providing inputs on investment landscape in India, including provision of on the ground support especially in relation to land allocation and government support services. This partner will also provide post investment assistance including grievance handling.
2. **MIIM Partner States:** State Governments of India for provision of on the ground support in respective states including policy and operation issues related to setting up business, permits and regulations.
3. **MIIM Tax & Legal Partner/Partners:** All initial tax and legal queries received by the MIIM programme team including covering topics such as but not restricted to JVs, transfer pricing, company structuring, patents, and agreements from a legal perspective.
4. **MIIM Banking Partners:** Assistance on all banking, and financing topics including investment funding, working capital requirements, Foreign Exchange issues, ECB issues for German Mittelstand in India.
5. **MIIM Partner Chamber:** Selected Chambers of Commerce of Germany/India to help facilitate on the ground experience of Mittelstand, increase programme outreach, assist in networking between companies, guidance on difference in work cultures, delegation visits.
6. **MIIM Technology Partner:** Issues related to understanding the Indian technology environment as well as identification of potential technology partners.
7. **Others:** Other MIIM partners will include the likes of MIIM Exhibition Partners, MIIM associate partners assisting on standardisation and certification issues, skill and HR issues etc.

**2.5 This is a tentative list of services** based on previous years of the programme. The decision on the role and the selection of MIIM Programme Partners will be the sole discretion of the EOI. Each of the selected Programme Partner will be assigned specific role by EOI Berlin in the context of supporting German companies with various services that they may require in the market entry process for the following year. EOI Berlin may add/remove/change any of the Partner Agencies during the course of the Programme under its sole discretion. Nothing shall prevent it from doing so, including any provision/s contained elsewhere in this RFP.

## **2.6 MIIM Programme Implementation & Monitoring:**

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

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

#### **3.1 Project Support to EOI Berlin:**

1. Function as a lead Partner for EOI Berlin to implement and manage the MIIM Programme. KP shall work closely with EOI Berlin and the Indian Consulates in Munich, Frankfurt and Hamburg using a whole-of-Germany approach for the successful planning, implementation, execution, monitoring and publicity of the programme.
2. In pursuit of above, KP shall assist the EOI Berlin in designing and implementing the MIIM Programme strategy for the year it shall be appointed for (01 April 2022 to 31 March 2023), including designing programme elements, partner selection, identification of companies, branding and publicity, project management, performance review etc.
3. Set up the MIIM Project Team with a dedicated team of persons (preferably based in Berlin) for liaison with the EOI Berlin on a day-to-day basis. The MIIM programme has grown over the last 6 years and requires a team of dedicated professionals including partner level involvement at all stages.
4. Identify and reach out to potential companies from the German Mittelstand for inclusion in the programme. Focus should be on the manufacturing companies (especially “hidden champions”) with little or no presence in India.
5. Conduct calls and discussions alongside personnel from EOI Berlin with companies to assess their suitability for the MIIM Programme.
6. Assist the EOI Berlin in setting a pre-defined selection criterion for companies under the programme and in selection of companies using this criterion. [Factors for consideration could be the level of interest in India, stage of Company’s business decision for market entry to India, attractiveness/commitment for investments in India, intensity of support needed for implementation, relevance to industry and impact on India’s manufacturing ecosystem, Make in India / other GoI’s national initiatives and dependency on GoI’s investment incentives for investments].
7. After Selection of the company, KP shall hold substantive discussions with the concerned company officials to prepare a work plan (based on the request of company) and define the services to be offered (either by KP itself or by other MIIM Partners). The outcome of such a personalized workshop will be reported to the EOI Berlin.
8. Thereafter, KP shall initiate service delivery to the companies, for services to be rendered by itself as well as for the services concerning other MIIM Programme Partners by notifying them of the request.

9. KP shall coordinate with all MIIM Programme Partners for facilitating requests of companies and constantly follow upon pending requests and bring to the attention of the EOI Berlin in case of delay.
10. KP shall manage the Hot Line/Communication Channel for all the MIIM participating companies for receiving service requests and for answering them. If the requests/queries are of general nature not involving significant work, the KP shall answer them on its own. If it concerns the domain of other MIIM programme partners, the queries will be referred to and responded in consultation with and advice of other MIIM partners. Such queries may also come from potential MIIM members and KP will address them in the above-mentioned manner. The KP has the responsibility of constant monitoring and follow up of the EOI Berlin.
11. KP shall set up an online project monitoring platform for the Embassy to oversee the progress of MIIM. It shall report regularly (weekly basis, as agreed to by the EOI Berlin) to EOI Berlin on the progress of work with respect to selected companies as well requests being attended to through the Hot Line.
12. Formulate an event calendar in consultation with the EOI Berlin and assist the EOI Berlin in organizing all events of the MIIM programme including but not limited to follow up workshops, webinars, roundtables, exchange platforms as defined by the EOI Berlin.
13. Participate in all the meetings called by the EOI Berlin in connection with the implementation of the MIIM Programme including fortnightly/monthly meeting of the MIIM Project Team and MIIM Steering Committee meetings.
14. Manage the Publicity of the MIIM programme on behalf of the Embassy through Newsletters, AV, Online campaigns, social media, engaging with the relevant media houses, proposing innovative outreach activities and their implementation etc., in consultation with the EOI Berlin.
15. Define Key Performance Indicators (KPIs) to assess the progress and success of the initiative and suggest measures for performance enhancement.

**3.2 Services to MIIM Participating Companies:** The KP will offer to the companies selected under the MIIM Programme, market entry support services with a clear demarcation between free services under the MIIM program and services to be provided on commercial terms. KP shall also ensure that the pricing structure is transparent and reasonable.

**3.3 Liaison with MIIM Programme Partners:** The KP is expected to liaise with other Programme Partners of MIIM including GOI or State Government agencies for ensuring delivery of service to the selected companies. The KP shall not

levy any charges on the participating companies for the services provided by other MIIM programme partners including the services rendered by GOI or State Government agencies.

### **3.4 Quarter-wise MIIM Implementation by KP:**

**3.4.1** The period of service shall be further divided in 4 quarters viz 01 April – 30 June 2022 (Quarter I), 01 July 2022 – 30 September 2022 (Quarter II), 01 October– 31 December 2022 (Quarter III), and 01 January – 31 March 2023 (Quarter IV).

#### **3.4.2 The Key deliverables for KP for every quarter are as follows:**

1. Identify at least 60 Mittelstand companies in each quarter which could be potential MIIM member companies. KP should establish a clear criterion on the metrics/qualifying standards to be used to identify Mittelstand and family-owned companies. Non-Mittelstand companies may only be added to the programme with the approval of EOI Berlin. KP shall clearly demarcate all those companies which are part of its client network.
2. KP will strive to make at least 15 new companies as MIIM member Companies and facilitate a minimum of Euro 120 million new investments in India from new and existing MIIM companies in each quarter (i.e. 60 new companies & Euro 500 million for the entire year).
3. The event calendar for each quarter shall be finalised at the beginning of the quarter, in consultation with EOI Berlin and relevant Programme Partners, and any changes to it thereafter shall happen only after approval of EOI Berlin. KP shall take the lead in implementing the planned events, including finalization of programme elements (in consultation with EOI Berlin and relevant Programme Partners), identifying speakers, sending out invitations, assisting EOI Berlin in logistic arrangements. Save the date message and invitations shall be sent out by KP to the companies (at least two months for save the date message), with the approval of EOI Berlin.
4. KP shall ensure that a reasonable number of German companies attend MIIM events. KP shall also take all necessary steps to ensure participation of potential target companies at these events. A report on every event will be shared with the EOI Berlin within a fortnight of the event.
5. Conduct calls/discussion with potential companies (in close coordination with the EOI Berlin) to identify services to be provided as well as enrollment into the MIIM Programme.

6. The KP shall manage all queries to the MIIM Hotline including from new companies and existing MIIM member companies in close cooperation with EOI Berlin. KP shall also maintain a record of all referrals and enquiries made on the MIIM hotline and shall ensure transparency while dealing with inquiries/referrals. Furthermore, all MIIM Partners shall have equitable access while dealing with queries on the MIIM Hotline.
7. Continuous provision of facilitation services to existing MIIM member companies as well scheduling update and follow up meetings/calls with these companies on a bi-monthly basis.
8. Prepare of Work Plan for each MIIM company. Discussion of the work plan with the EOI Berlin. The Work Plan shall contain the relevant information about the company, its plans for India, the services requested and KP's proposal for service delivery either by itself or by MIIM Partners.
9. Start implementing service delivery based on work plan and approval of EOI Berlin.
10. Upload the Online Monitoring Tool onto Google Drive (or appropriate cloud storage platforms) for online sharing and provide its access passwords to EOI Berlin. Update the Online Monitoring Tool as soon as new companies are on-boarded or review meetings are held with on-boarded companies or new updates are available.
11. Organise MIIM Project Team fortnightly review meetings/calls. An MIIM Project Team meeting to be held in Germany every quarter with the relevant partners from KP. The minutes of such meetings/calls shall be shared with EOI Berlin within 2 working days.
12. Submit quarterly progress report to EOI Berlin (including all information on the enquiries received on MIIM hotline, queries responded, queries pending, additional companies on-boarded and updates on service deliveries to on-boarded companies)
13. Coordination with all MIIM Programme partners for responding to queries, conducting of workshops and webinars.
14. Organize at least three workshops/webinars on specialized topics for existing /potential MIIM companies.
15. Meet and interact intensively with at least two German industry associations / sector specific associations / State Government agencies in each quarter to identify their potential member companies, whose investment plans in India can be supported through the MIIM programme. KP shall arrange meetings with such associations/agencies at the level of Ambassador/ Deputy Chief of Mission / Head of E&C Wing on a regular basis.

16. Assist EOI Berlin in organizing all aspects of the Exchange Platform.
17. Bring out at least one sector specific publication every quarter in addition to a monthly newsletter providing updates about the latest business developments in India. To be circulated to MIIM member companies, MIIM Programme partners and wider database of German Businesses. Contents are to be proposed to EOI Berlin and decided in consultation with EOI Berlin.
18. Engage with major German Trade Fair authorities to market and promote MIIM in every quarter in one of the major fairs / events in Germany or in India. The plan for such engagements will be part of the quarterly plan finalised at the beginning of each quarter.
19. Support EOI in publicizing the MIIM initiative among German companies and Industry networks with a view to draw more companies to MIIM Programme.
20. Regular updating of the MIIM section on EOI Website, providing content for regular social media updates (Twitter, Facebook, LinkedIn, etc), reaching out to media as well as PR work decided in consultation with EOI Berlin.

**3.4.3** In addition to the deliverables in para 3.4.2 KP shall be responsible for the following deliverables in Quarter I:

1. Finalize MIIM Project Plan for the year 01 April 2022 – 31 March 2023 in consultation with EOI Berlin.
2. Develop company selection criteria for enrolment into the MIIM Programme in consultation with EOI Berlin.

**3.4.4** In addition to the deliverables in para 3.4.2, KP shall be responsible for the following deliverables in Quarter IV:

1. Undertake Annual evaluation/review with a view to measure success of the programme.
2. Conduct Partner calls to review the MIIM progress and strategy in consultation with the EOI Berlin.
3. Preparation of PR material on completion of one year of the MIIM Programme.
4. Handover of all documentation with relation to MIIM Programme for the year of Engagement.

**3.5 Period of Engagement:** The Engagement Agreement between EOI Berlin and KP will be from 01 April 2022 till 31 March 2023. EOI Berlin may renew the EA with the KP beyond the said year, after review by EOI Berlin and requisite approvals from funding Ministry subject to extension of the MIIM Programme by GOI. In case KP and EOI Berlin are unable to agree to terms and conditions of renewed EA for continuation of the Programme beyond the year or for any other reason, EOI Berlin reserves the right to terminate the services of KP and appoint a new KP.

**3.6 Cost for the Services:** Invitation of bids from potential agencies. For the work to be performed by KP as per the scope of work detailed in EA, EOI Berlin shall pay a fixed sum agreed in EA inclusive of all taxes, in installments subject to satisfactory quarterly performance based on deliverables mentioned in clause 3.4 as assessed by EOI Berlin. EOI Berlin will not reimburse any other expenses whatsoever to KP other than the fixed sum agreed in EA for any work performed as per the scope of work of KP under the MIIM Programme.

**3.7 Selection of the Knowledge Partner would be on the following criteria:** Outreach of the KP, in terms of existing client base of German Focus of the KP on German Mittelstand / facilitating investments by German Mittelstand in India within the entire service portfolio of the KP.

1. Outreach of the KP, in terms of existing client base of German Mittelstand.
2. Number of years of experience in the field, generally in facilitating German Mittelstand in their investment abroad and specifically in India.
3. Prior References of facilitating German SME investments in India.
4. Range of Market Entry Service portfolio (Excluding Tax and Legal Services Portfolio) and services offered.
5. Size of the organisation in Germany and India including number of employees, number of branches and established networks in Germany and India.
6. Size and presence of the organisation worldwide, portfolio of services and specialisation if any.
7. Number of team members including senior level staff which the Knowledge Partner is willing to dedicate (both full time and part time) to the MIIM Programme. CVs of all personnel to be involved in the programme to be shared.
8. Affordability of KP's fee structure for its in-house service portfolio to the Mittelstand companies.



9. Attractiveness of the proposal including innovative ideas presented to implement the Programme.
10. Cost of the engagement, it will include all services as mentioned in the RFP. The EOI will look at the final cost for the total package quoted.

### 3.8 Project Duration & Terms of Payment

- i. The project would begin from the date of award of the work and would function initially for one year with a possibility for renewal beyond that period after review.
- ii. Payment of the lump-sum fees as agreed in the contract with the KP will be done towards the end of each quarter in 4 phases, provided the targets set for each quarter are complied with.

<b>Duration</b>	<b>Payment</b>
After satisfactory completion of activities of Quarter I	25% of the fee
After satisfactory completion of activities of Quarter II	25% of the fee
After satisfactory completion of activities of Quarter III	25% of the fee
On successful completion of Quarter IV	25% of the fee

- iii. EOI Berlin may renew the Contract/Agreement is subject to extension of the MIIM programme by GOI.

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## **Section 4: Instructions to Knowledge Partners**

### **4.1 Bid submission Process**

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

1. The Knowledge Partner should bear all the costs associated with the preparation and submission of his/her bid and EOI Berlin will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. The bids are to be submitted in English language. Two copies of the Technical bid are to be submitted, one in original duly signed by the competent authority and the other a copy thereof. The KP is also required to submit a softcopy of the Technical Bid-documents (in MS Office formats) and ensure consistency between the hard-copy and the soft-copy that is submitted to EOI Berlin in all respects. One hard copy of the Financial Bid would suffice and no soft copy of the Financial Bid is required to be submitted.
3. The bids in English language should be signed by the company of the Knowledge Partner or any person duly authorized to bind the company to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that the person is empowered to sign the tender documents and bind the company. All pages of the tender documents except printed brochures, if any, are to be signed by the authorized signatory. The offers submitted should preferably not bear any corrections, alterations, over writings and additions. In such cases, the person/s signing the bid should authenticate such corrections.
4. Failure to furnish information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect will be at the Knowledge Partner's risk and may result in rejection of the bid.
5. Any or all the offers may be accepted or rejected, in full or in part, without assigning any reason whatsoever.
6. EOI Berlin may, at its discretion, abandon the process of the selection associated with this Request for Proposal (RFP) any time before notification of award.
7. The financial bid will be opened by the Evaluation Committee and authorized representatives of the company of the Knowledge Partner shall have the option to be present at the time of opening of the financial bid. Only one representative will be allowed to represent any company.
8. Responses to the RFP must clearly state the time period the said bid is valid for. Any bid that is not valid for the entire period of selection maybe rejected.

9. All responses including Technical Proposals and Financial Bids would be deemed to be irrevocable offers / bids from the Knowledge Partner and may, if accepted by EOI Berlin, form the basis for the final contract between EOI Berlin and Knowledge Partner.
10. Knowledge Partner companies are advised to attach a letter from an authorized signatory attesting the veracity of the information provided in the response.
11. Any Technical or Financial Bid submitted cannot be modified after the closing date. However, the Knowledge Partner may modify or withdraw its offer after submission but prior to the closing date and time. EOI Berlin concludes that there shall be no extra costs associated with the same other than the cost quoted by them.
12. 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.
13. 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.
14. The RFP and all supporting documentation/templates are the sole property of EOI Berlin.
15. By submitting a signed bid, the KP certifies that:
  - a) 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.
  - b) The prices in the bid have not been disclosed and shall not be disclosed to any other KP of this RFP.
  - c) No attempt by the KP to induce any other KP to submit or not to submit a bid for restricting competition has occurred.
16. Each KP must indicate whether or not they have any actual or potential conflict of interest related to contracting services with EOI Berlin. In case such conflicts of interest do arise, the KP must indicate the manner in which such conflicts can be resolved.
17. EOI Berlin is not responsible for any assumptions or judgments made by the KPs for arriving at any type of sizing, costing etc. EOI Berlin at all times will benchmark the performance of the KP to the RFP documents and the expected service levels as mentioned in these documents. In the event of any deviations

from the requirements of these documents, the KP must make good the same at no extra costs to EOI Berlin, in order to achieve the desired service levels as well as meeting the requirements of these documents.

18. The KP represents and acknowledges to EOI Berlin that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP.
19. EOI Berlin shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. EOI Berlin will not be obliged to meet and have discussions with any KP, and / or to listen to any representations.
20. 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.
21. EOI Berlin shall inform the KP of all breaches and claims of indemnification and shall grant the KP sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the KP). The written demand by EOI Berlin as to the loss / damages mentioned above shall be final, conclusive and binding on the KP and KP shall be liable to pay on demand the actual amount of such loss / damages caused to EOI Berlin.

#### **4.1.2. Two stage bidding process**

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

1. The response to the present tender is to be submitted in two parts, i.e. the Technical Proposal and the Financial Bid in separate sealed covers. The Knowledge Partner will have to submit the 'Technical Proposal' separately from the 'Financial Bid'.
2. The 'Technical Proposal' will contain the exhaustive and comprehensive details of approach, methodologies to be followed, assertions, documents and any other collateral the Knowledge Partner would want to submit to EOI Berlin.
3. The 'Financial Bid' will contain the pricing information alone.

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

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

### **4.1.4 Amendment of RFP document**

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

## **4.2 Conflict of Interest**

The Knowledge Partner shall not receive any remuneration in connection with the assignment except as provided in the contract. The Knowledge Partner and its affiliates shall not engage in consulting activities that conflict with the interest of EOI Berlin. No director, partner, or employee of the KP shall acquire any personal, pecuniary or management interest, directly or indirectly, in any of the MIIM member companies without the express and prior permission of EOI Berlin. The KP shall also disclose every such interest in any existing MIIM member company prior to entering into the Engagement Agreement with EOI Berlin.

## **4.3 Preparation of Proposal**

### **4.3.1 Instructions related to Technical Proposal**

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

1. Brief profile of the organization/firm.
  - a) Relevant experience of providing effective and efficient investor hand holding to German Mittelstand companies in India, including field experience in project management. Summary of case examples to be furnished.
  - b) It is expected that Knowledge Partners would integrate their team deployment plan along with the overall approach and work plan and propose suitable number of resources required to successfully deliver the project over a period defined in the RFP.

2. Documents supporting the size of the company, presence in Germany and India and other countries; service portfolio, fee structure, free service package for MIIM member companies and reference companies should be presented with the Technical Bid.
3. Brief CVs of the Key Personnel who will be engaged for the investment facilitation support: The key personnel whose CVs are provided will continue to be engaged and available for the project throughout the duration of the project. Substitution, will, however be permitted with prior written approval of EOI Berlin if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of EOI Berlin.
4. Detailed technical approach note towards the execution of the project, team deployment plan, methodology of work plan for performing the project. It should also highlight the problems to be addressed along with their importance and explain the technical approach the KP will adopt to address them.
5. The suitability of organization/Knowledge Partner for undertaking the job will be decided on the basis of overall capacity of the organization and relevant experience in similar field and capabilities and experience of professionals selected for taking up the task.
6. 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**

1. In preparing the financial proposal, Knowledge Partners are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Bid should be in the form of a lump-sum quote as professional fees which the KP would charge EOI Berlin for the entire Project inclusive of all the costs including taxes, applicable service tax, travel costs, if any, associated with the Project etc. for the entire project duration for up to one year. EOI Berlin will not reimburse any other expenses other than what is quoted as lump-sum in the Financial Bid.
2. 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.
3. For the purpose of clarification, it is clarified that the Knowledge Partner will mention the net cost and the VAT thereof. The EOI Berlin will only be

responsible for reimbursing the net cost plus VAT quoted in the financial proposal. Knowledge Partners must do their due diligence about the tax implications and the EOI Berlin will not be liable for any tax incident other than the applicable VAT.

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

#### **4.4 Submission, Receipt and Opening of Proposals**

1. The Proposal (Technical Proposal and Financial Bid) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposal.
2. An authorized representative of the firm should initial all pages of both Technical and Financial Bid.
3. The Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal –Make In India Mittelstand!: Market Entry Support for German Mittelstand Companies – From April 2022 till March 2023”.
4. The Financial Proposal should be placed in a sealed envelope clearly marked “Financial Bid- Make In India Mittelstand!: Market Entry Support for German Mittelstand Companies - From April 2022 till March 2023”. All envelopes shall be placed into an outer sealed envelope bearing the submission address and marked “Technical Proposal + Financial Bid” - “Do not open except in presence of the Evaluation Committee.”
5. Proposal Submissions:

Outer Envelope	Technical Proposal + Financial Bid
Technical Proposal	Separately sealed envelope
Financial Bid	Separately sealed envelope

#### **6. Submission Address:**

Mr. Saketa Musinipally  
 Second Secretary (Economic & Commercial)  
 Embassy of India  
 Tiergartenstrasse 17  
 10785 Berlin  
 Tel: 030 – 25795501  
 Fax: 030 – 25795520  
 E-mail: hoc.berlin@mea.gov.in

7. The completed Technical and Financial Proposal must be delivered at the submission address on or before the Bid Submission Date of 30 January 2022 before 5:00 PM. Any Proposal received after the closing time for submission of proposals shall be returned unopened.
8. After the deadline for submission of proposals the Technical Proposal shall be opened by the Evaluation Committee set up by EOI Berlin to carry out the technical evaluation. The financial bids shall remain sealed till then.
9. Withdrawal of Proposals: No modification or substitution of the submitted Proposal shall be allowed after the due date for submission of proposals. A Knowledge Partner may withdraw its Proposal after submission, provided that the written notice of the withdrawal is received by EOI Berlin before the due date of submission of Proposals. In case a Knowledge Partner wants to re-submit their Proposal, the Knowledge Partner shall submit a fresh Proposal, following all the applicable terms and conditions prescribed in this RFP before the bid submission date.

## **4.5 Evaluation of Proposal**

### **4.5.1 General**

1. 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.
2. After the submission of proposal till the contract is awarded, if any Knowledge Partner wishes to contact the EOI Berlin on any matter related to its proposal, it should do so in writing at the proposal submission address mentioned above. Any effort by the firm to influence the EOI Berlin during the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Knowledge Partner's proposal.
3. Evaluators of Technical Proposals shall have no access to the Financial Proposals until technical evaluation, is concluded.

### **4.5.2 Evaluation of Technical Proposals**

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



<b>SR No.</b>	<b>Heading</b>	<b>Description</b>	<b>Points Allotted</b>
1	Firm size & experience	Proven & demonstrable experiences as required for the Programme including references	10
2	Key Personnel in core team	Education and Experience of Experts – members of the core team	30
3	Project Methodology, approach, work plan and innovative ideas to increase the service delivery and outreach of the programme.	Technical Approach & Methodology for executing the project	30
4	Media and outreach capabilities	Availability of in house media and website, social media and PR capabilities	10
5	Presence in Germany & India	Located in different parts of Germany & India	10
6	Affordability of KP's in-house services to German SMEs	The attractiveness of KP's in-house services to the companies shall be assessed on the quantum of discount in service fees and/or the free service package being offered to the MIIM companies	10
		Grand Total	100

2. If required by EOI Berlin, the Knowledge Partners will be required to make presentations to the Evaluation Committee on their overall approach and project delivery plan during the evaluation of Technical Proposal.
3. The Minimum Technical Score required to qualify is: 75 Points out of 100.
4. 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**

1. After Evaluation of Technical Bids by the Evaluation Committee, the EOI Berlin shall open the Financial Bids of only the qualified Knowledge Partners

on 10 February 2022. A representative of the Knowledge Partner Company shall have the option to be present at the time of opening of financial bids at EOI Berlin on 10 February 2022 at 1430 hrs.

2. The Evaluation Committee of EOI Berlin will determine whether the financial bids are complete, unqualified and unconditional. The Financial Proposals shall be opened publicly on in the presence of Knowledge Partners' representatives who have opted to attend. The name of the Knowledge Partners, their technical scores and the proposed prices shall be read aloud and recorded when the Financial Bids are opened.
3. Proposals will be ranked according to their combined technical and financial scores. The weightage given to Technical Scores will be 70% of total and to that of the financial bid will be 30%. The scores will be converted into Evaluated Bid Score as prescribed in the Manual for Procurement of Consultancy and Other Services 2017, Ministry of Finance (Department of Expenditure), Government of India. The firm achieving the highest combined technical and financial score will be invited for negotiations.

#### **4.7 Negotiations**

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

#### **4.8 Award of Contract**

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

#### **4.9 Corrupt or Fraudulent Practices**

- i. EOI Berlin requires that KPs under this contract observe the highest standard of ethics.
- ii. EOI Berlin will reject a bid for award of consultancy work, if it has determined that the KP recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

#### **4.10 Confidentiality**

The selected KP for the consultancy services may have access to some confidential information for the purpose of the project implementation. The Knowledge Partner shall take all precautions necessary to keep the information totally confidential and

under no circumstances it will be disclosed to any third party or competitors, which shall otherwise render himself liable for disqualification/premature termination of contract apart from other legal action as may be warranted for any laxity on his part. EOI Berlin is entitled to be indemnified by the selected Knowledge Partner for any loss/damage to reputation and / or for any breach of confidentiality.

#### **4.11 Guide to bidders**

The following guidelines shall be observed by both parties:

1. The EOI Berlin reserves the right to reject any tender on security considerations at any stage in the tender process.
2. The EOI Berlin will take all reasonable steps to maintain the confidentiality of the Bidding Company's information, which is clearly marked 'confidential'. However, the The EOI Berlin is subject to the Right to Information Act 2005 of Government of India and may be required to release information supplied in this RFP in accordance with that Act.
3. The information in this RFP, or otherwise supplied by the EOI Berlin or any of its representatives, is to be kept confidential except to the extent already publicly available or authorized by the EOI Berlin. In case of any damage either direct or indirect including any legal action filed by any individual, in respect of the RFP the vendor shall be solely responsible and the EOI Berlin will not be liable.
4. Bidding companies shall not at any time make any public statements in relation to this RFP or any proposal without obtaining prior written approval from the EOI Berlin. All material supplied to the EOI Berlin in relation to the Bidding Company's proposal becomes the property of The EOI Berlin and may not be returned to the Bidding Company, unless requested in writing beforehand or agreed to by the EOI Berlin.
5. The EOI Berlin will not be liable to contract and tort (including negligence), equity or any other cause of action for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to the Bidding companies or other persons in respect of this RFP.
6. If a dispute arises out of or in connection with the contract arising from this RFP, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the same amicably between the parties. If the dispute is not resolved through mutual consultations, the Courts in Delhi shall have exclusive jurisdiction. The agreement shall be governed and interpreted in accordance with the laws of India.
7. In submitting a proposal to the EOI Berlin, the Bidding Company will be deemed to have understood this RFP, obtained all requisite information and verified the correctness of any information to be relied upon, as may be

necessary to prepare the proposal and for any subsequent negotiations with the EOI Berlin.

8. In submitting a proposal to the EOI Berlin, the Bidding Company will be deemed to be fully informed and to have accepted the terms and conditions outlined in this request for proposals and that all commitments as per proposal will be met.
9. The cost of preparing and submitting the proposal shall be borne by the Bidding Company.
10. The EOI Berlin shall arrange a Pre-bid Conference about the project under consideration on 18 January 2022 All queries to be addressed at the Pre-Bid Conference need to be sent to the EOI Berlin in writing till 6 January 2022 by 1700hrs.
11. The EOI Berlin reserves the right to accept or reject any or all Proposal(s) and to annul the proposal process, at any time, thereby rejecting all proposals, prior to any Contract being awarded

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