

Embassy of India
Ljubljana

E&C Wing

Advertisement for Selection of Agency for
Conducting Market Survey

Tender No:

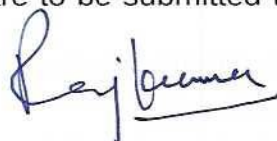
DATED: 03.08.2022

*** Important Dates**

Date of publishing	:	03.08.2022
Bid Document Download Start Date	:	03.08.2022
Bid Submission Start Date	:	03.08.2022
Clarification Start Date	:	03.08.2022
Clarification End Date	:	10.08.2022
Bid Submission End Date	:	24.08.2022
Date of Technical Bid Opening	:	26.08.2022

*The dates can be changed at the direction of Embassy of India Ljubljana.

*This is a limited tender and bids are to be submitted through physical copies and/or by e-mail to:



Mr. Raj Kumar

First Secretary/Head of Chancery

Embassy of India Ljubljana

Železna cesta 16

1000 Ljubljana, Slovenia

(E-mails are to be marked to hoc.ljubljana@mea.gov.in

CC to adm.ljubljana@mea.gov.in

Contact No: +386 1 5133128)

**SUBJECT: Advertisement for Selection of Agency for
Conducting Market Survey**

1) Introduction

The Embassy of India, Ljubljana invites quotations from reputed local consulting firms for commissioning of Republic of Slovenia's economic and commercial market report, as per the background and scope of work given bellow.

India and Slovenia share good trade and commerce relations. To understand the Slovenian business market, and trading environment better in order to enhance the relations between the two countries, the Embassy of India proposes to commission a market study report on economic and business climate in Slovenia and identifying new business opportunities of Slovenia.

2) Scope of Work

Report should include the following:

- a) Background
 - i. Overview of Slovenian economy, analyze historical and current trend
 - ii. Market potential

- b) Market study based on authenticated survey, empirical and factual data
 - i. Demand of imported products
 - ii. Trend by industry
 - iii. Distribution channels & market structure & key retailers
 - iv. Slovenia's import from the world
 - v. Slovenia's import from India and tariff lines where it can be enhanced
 - vi. India's export to the world (comparison with Slovenia's import from India)
 - vii. Analysis of India's exports to Slovenia

- c) Business environment
 - i. Legal environment to do business
 - ii. Incentives for businesses to be established in Slovenia
 - iii. Regulatory frame work and mechanisms in Slovenia
 - iv. Market opportunities
 - v. Information on local business rules and regulations
 - vi. Differences in doing business with national level or local partners

- d) Industry Regulation
 - i. Legislation and regulations/import requirements/restrictions, customs procedures and documentation
 - ii. Comparison with other EU countries/ trade barriers
 - iii. Roadmap for market entry strategy by product

- e) Findings & Survey

- i. Advantages and challenges faced by Indian exporters of food products/
Market opportunities and Potential for India
 - ii. Survey with key importers, retailers
- f) Suggestions / Recommendations
- i. Reports on competitive environment/market entry strategies
 - ii. Identification of sales and distribution channels
 - iii. Agent and distributor search
 - iv. Advice on advertising and public relations

3) Eligibility Criteria

- a) The firm should possess all necessary registration and certificates required under local regulations.
- b) Have minimum 5 years of work experience in the market study field and history of working on the Slovenian and/or other foreign market.
- c) The Agency team would work closely with Embassy. A **confirmation letter** from the Agency for being able to provide the qualified team should be attached. Details of the team dedicated to Embassy of India, Ljubljana should be provided
- d) The minimum eligibility criteria provided below for ready reference –

S No	Description	Document to be submitted
1.	The agency should give details like name, profile etc. The agency should be registered with the Service Tax department and carry a valid PAN/TAN. Proof of the same must be submitted.	Copy of Service Tax Registration; Copy of PAN/TAN Card.
2.	The agency's turnover should be more than Euro 10000 (INR equivalent to 8-10 Lakh) average over the last three financial years viz, 2019-20, 2020-21 and 2021-22. Bidder should have a positive net worth during the last three financial years (2019-20, 2020-21 and 2021-22	Copy of duly certified statement from appointed statutory auditor. Details of Bidder and Copies of Income Tax returns for the last three years (2019-20, 2020-21 and 2021-22)
3.	An undertaking (self-certificate) that the agency hasn't been blacklisted by a central/state Government institution and there has been no litigation with any government department	Declaration that the bidder has not been blacklisted
4.	The bidder should have completed at least 10 orders for market survey in foreign market and/or Slovenian market	Copies of work orders in last five financial years i.e. 2017-18 ,2018-19 and 2019-20, 2020-21 and 2021-22 and linked satisfactory completion certificates may be submitted as supporting documents
5.	The Agency must get atleast 3 good references from Government agencies and/or Embassies of other countries	Copy of Valid Certification or email from the clients

4) Submission of Bids/Proposals:

Interested Agencies are invited to submit their proposals by registered post only with technical and financial bids in separate sealed envelopes, NOT in the same envelope.

4.1) Technical proposal

The Agencies are expected to provide the Technical Proposal as specified in the tender Document. Material deficiencies in providing the information requested for may result in rejection of a proposal. The Technical Proposal shall contain the following documents:

- a) Letter of Technical Proposal Submission.
- b) Profile and Track Record of the Agency.
- c) **Defined deliverables have to be mentioned in the technical proposal with timelines.** Details of the team proposed to be deployed to work with the Post, with qualifications and experience of the team members must be provided.
- d) An undertaking on the letterhead of the Agency and signed by an authorized signatory, that the Agency will undertake the assignment, in accordance with the Scope of Work detailed in the tender document and at the cost submitted by the Agency in the financial proposal (the cost is not to be indicated in the undertaking). The above undertaking submitted by the agencies would be binding on the Agency.
- e) Further, additional documents as mentioned at Para 3(d) above are to be submitted:

****The Technical Proposal shall not include any financial information.**

4.2) Financial Proposal

In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the RFP document. Letter of Financial Proposal should include **Total fee**, from the date of issue of work order. This Fee should include all costs/expenses of the Agency for undertaking work as detailed in the Scope of Work subjected to following terms:

- a) The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the Embassy.
- b) The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- c) All prices should be quoted in Euro and indicated both in figures and words. Figures in words will prevail.
- d) The cost should include all travel costs, shipping/mail, telephone/fax charges and agency administrative costs that may be incurred by the agency as part of this contract.

4.3 Mode of Submission of Bids:

- a) Proposals must be submitted to Embassy of India, Ljubljana by registered post or email:

Mr. Raj Kumar
First Secretary/Head of Chancery
Embassy of India,
Zelezna Cesta 16,
1000 Ljubljana
Tel: +386-15133128

- b) The EMBASSY may, at its discretion, extend the deadline for submission of bids by issuing an Addendum in which case all rights and obligations of the proposed project and the agencies will thereafter be subject to the deadlines as extended.
- c) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned Officer, latest by the last date of bid submission or as specified in the tender documents. The details of the EMD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- d) Financial bids of only those bidders who meet the technical criteria would be opened.
- e) The bid should contain the technical and financial bid documents in two separate packets. For bids submitted by email; financial bids should be sent as a password protected file (password to be shared later on Embassy's request after opening of technical bids)

Note: No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals.

4.4 Pre- bid meeting

In no event will the EMBASSY be responsible for ensuring that Agency inquiries have been received by it. The EMBASSY will endeavor to provide a timely response to all questions and would provide information to the extent it is currently available to the best of its knowledge. The responses will be communicated through email or a Pre-Bid Meeting (virtual only) will be called, if necessary.

4.5 Opening of bid

- i. There will be two bid-opening events (i) for Qualification cum Technical Bids and (ii) for the Financial Bids. The Embassy will open Qualification cum Technical Bids and list them for further evaluation.
- ii. Shortlisting of Financial bids will be opened only after evaluation of Qualification cum Technical Bids and agencies which qualify in Qualification cum Technical Bids.
- iii. Total transparency will be observed while opening of proposals. The Embassy reserves the right at all times to postpone or cancel a scheduled bid opening, as mentioned in the Schedule. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.
- iv. Bidders can be present at the time of opening of Technical Bids. Advance intimation has to be given by email at hoc.ljubljana@mea.gov.in

5 Selection Process

- i. The Technical Proposals will, in the first instance, be examined in Embassy to ascertain fulfillment of eligibility criteria and submission of required documents. After the examination of Technical proposals, financial proposals of those agencies which qualify the technical criteria will be opened, compared for final selection.
- ii. **Presentation:** Agencies which fulfill the eligibility criteria and have submitted all required documents in their Technical Proposal will be invited to make presentations on their Technical Proposal at a date/time to be specified and conveyed by Embassy of India, Ljubljana, if required. As part of the technical evaluation, agencies will have to give a technical presentation to the Embassy covering the points as mentioned in the work scope
- iii. In the Second Stage, financial proposals of those agencies which qualify the technical criteria will be opened, compared for final selection. The bidder with lowest quotation will be awarded the contract. Successful Bidder will be informed of the decision and he/she will be required to sign an agreement with the Embassy.

6. Payment conditions

- a) Payment will be made by Embassy of India, Ljubljana to the successful vendor's designated bank account on the completion of project on satisfactory performance.
- b) Payments shall be subject to deductions of any amount for which the Vendor is liable as per the penalty clause of this tender document.

7. General Terms and Conditions

- (i) Mere submission of Bid Document shall not confer any right whatsoever on the submitting entity.
- (ii) The Bid Document shall remain valid for a period of 6 months from the date of submission of Bid Document.
- (iii) It shall be obligatory on part of the submitting entity to furnish any further information as may be sought by Embassy of India, Ljubljana.
- (iv) Neither the issue of this invitation for Bid Document nor any part of its contents is to be taken as any form of commitment or acknowledgement on part of EMBASSY to proceed with any Bid Document or any entity and EMBASSY reserves the rights to annul or terminate the process or reject any Bid Document at any time or stage without assigning any reason.
- (v) Incomplete proposals are liable to be rejected.
- (vi) This Bid Document is not an agreement and is neither an offer nor invitation by the Embassy to the prospective Bidders or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this tender. This tender includes statements, which reflect various assumptions and assessments arrived at by the

Embassy in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for the Embassy and its employees to take into consideration the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in this Bid Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

(vii) The issue of this Bid Document does not imply that the Embassy is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Embassy reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

(viii) The firm shall be a legal entity as per the local government rules/regulations.

(ix) Embassy of India, Ljubljana shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

(x) Agencies applying for the tender will submit a certificate that the information submitted by them is correct and they will abide by any decision of the Embassy. In case the information submitted by the agency is found to be false and/ or incorrect in any manner, the agency can be suspended and/or debarred.

(xi) Any notice by one party to the other, pursuant to the Contract shall be sent by e- mail/letter and confirmed in writing to the address specified for that purpose in the Contract.

(xii) Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.

(xiii) The Embassy shall have the sole proprietary rights over the content created/edited/provided by the agency who has been awarded the contract through this tender.

(xiv) Performance Bank Guarantee: The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted contract value in favour of Embassy of India, Ljubljana in form of Bank Guarantee/Fixed Deposit Receipt (FDR)/online payment, within two weeks from the date of award of contract.

Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.

The Performance Security will be forfeited by order of the Competent Authority in the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Embassy sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

If the Contractor fails to provide the Performance Security at the time of signing of agreement, such failure shall constitute a breach of the contract and the Embassy shall be free to make other arrangements at the risk, cost and expense of the Contractor.

On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute 'No Demand Certificate' from the Service Provider.

(xv) Force Majeure - Notwithstanding the provisions of contract, the Service Provider shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the Embassy either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Service Provider shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Embassy in writing the Service Provider shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

(xvi) Settlement of Disputes and Arbitration- All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Embassy of India, Ljubljana or any person nominated by him/her. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other law that takes place in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

(xvii) Agreement Deed: The successful bidder shall execute a agreement at the time of award of contract for fulfillment of the contract. The incidental expenses shall be borne by the bidder himself.

(xviii) Penalty Clause:

- a. If the bidder withdraws or alters the bid before the expiry of bid validity period, Embassy may take the decision to forfeit the EMD and debar it from participating in future tenders.
- b. If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, the Embassy may take a decision to

cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Embassy and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Embassy at its own discretion/ satisfaction.

- c. It would be the first and foremost responsibility of the contractor to ensure that the services are being provided satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, this Embassy may recover a sum from the contractor equivalent to a minimum of 0.5% of the price for any portion of services delayed/ negligence in service. The maximum amount which shall be recovered would be 10% of the price for any portion of services delayed/ negligence in service.

(xix) **Liquidated damages and termination:** In case of quality of service provided by the contractor found wanting / inadequate, the competent authority may terminate the contract agreement after giving 15 days' notice. In that case the competent authority may forfeit the Performance Guarantee deposit. In case of a material breach of any of the terms and conditions mentioned in the tender document, the competent authority will have the right to terminate the contract, cancel the work order without assigning any reason and nothing will be payable by this Embassy in that event and the Performance security deposit may also be forfeited .

8. **Closure of Contract:** While making the final payment to the contractor and before releasing the PBG, a "no claim certificate" shall be taken from the contractor as per the format given in the Annexure 21 of Manual for the Procurement of Goods, 2017 (**ANNEXURE I** of tender document below).

9. **Timeline:** Period of completion for the work is 3 months from the date of commencement, including the feedback sessions.

**Annexure 21: No Claim
Certificate (On company
letterhead)**

To,

(Contract Executing Officer)

Procuring Entity.....

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. dated for conducting market
survey

We have received the sum of Euro..... (INR equiv only) in full and final settlement of all the payments due to us for the market survey under the above mentioned contract agreement, between us and Embassy of India, Ljubljana, Slovenia. We here by unconditionally and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against afore said contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor
or officer authorized to sign the contract
documents on behalf of the contractor
(company stamp)

Date:

Place: