

ANNEXURE-A

**RFP for Third Party Evaluation of Next Generation Incubation Scheme (NGIS) (GeM Bid No. GEM/2024/B/5344936 dated 02.09.2024)**

<b>Sl. No.</b>	<b>Representation</b>	<b>Response/Clarification by STPI</b>
<b>(a)</b>	<b>(b)</b>	<b>(c)</b>
1	The Supplier seeks to upload Commercial Bid in prescribed format. But there is no scope for uploading Commercial Bid. Please guide how to upload Commercial. Financial Bid.	As per the GeM, the document may be uploaded under "Upload Document" section. For further assistance, the bidder may reach out GeM Helpdesk.
2	Please guide " How to upload Financial Bid as there is no field for uploading.	As per the GeM, the document may be uploaded under "Upload Document" section. For further assistance, the bidder may reach out GeM Helpdesk.

## RFP for Third Party Evaluation of Next Generation Incubation Scheme (NGIS) (GeM Bid No. GEM/2024/B/5344936 dated 02.09.2024)

Sl. No.	Section, Clause, Page No.	Clause description	Queries	Clarification by STPI
(a)	(b)	(c)	(d)	(e)
1	SCOPE OF WORKS: Clause-1, Background, Page 2	NGIS is operational in 12 Tier-II/Tier-III locations across India viz. Agartala, Bhilai, Bhopal, Bhubaneswar, Dehradun, Guwahati, Jaipur, Lucknow, Prayagraj, Mohali, Patna & Vijayawada with an aim to support 300 start-ups/ Entrepreneurs/SMEs in the field of IT/ITeS/ESDM with seed-fund of up to Rs. 25 Lakh each over a period of 3 years.	We understand that the project involves extensive travel and that the costs/ expenses (travel, lodging and food) related to project related travel will be reimbursable by the Client. Kindly confirm.	No reimbursement by the Client.  Commercial/Financial Bid should be inclusive of everything.
2	ELIGIBILITY/PRE-QUALIFICATION CRITERIA, TECHNICAL EVALUATION, FINANCIAL EVALUATION AND QCBS: Clause-1.1, Pre-Qualification, S. No. 3, Page 1	Qualification Criteria: Bidder should have an annual turnover of not less than INR 1 Crore in each of the last three financial years (i.e., 2021-22, 2022-23, 2023-24).	We request that the minimum annual turnover criteria be raised to INR 100 Crore to ensure that bidders are competent organisation with credentials to undertake the assignment. Please find below few RFPs with turnover requirement of more than Rs. 500 cr. Tender references: a) Appointment Of Consulting Agency for Scale Rapid Unit (Steering Committee for Advancing Local Value-Add and Exports Research Analysis, Program Implementation, and Data Intelligence Unit) for DPIIT. b) Hiring of Knowledge Partner for Intellectual Property Financing Promotion & Implementation for DPIIT	No change. As per the RFP.

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(a)	(b)	(c)	(d)	(e)
3	ELIGIBILITY/PRE-QUALIFICATION CRITERIA, TECHNICAL EVALUATION, FINANCIAL EVALUATION AND QCBS: Clause 1.1, Pre-Qualification S. No. 4, Page 1	Qualification Criteria: Bidder should have minimum 10 resources on their rolls in the relevant domain area.	We request that the minimum criteria for number of resources be raised 100 to ensure that bidders have sufficient organisational strength to carry out the assignment.	No change. As per the RFP.
4	ELIGIBILITY/PRE-QUALIFICATION CRITERIA, TECHNICAL EVALUATION, FINANCIAL EVALUATION AND QCBS: Clause 1.4, Ranking of Bidders, Page 4	a. Quality-cum-Cost Based (QCBS) method of selection shall be followed. b. Technical proposals have a weightage of 70% while the Financial proposals have a weightage of 30%.	Considering that quality of impact evaluation is critical to long term success of any program or institution, we request that the QCBS criteria be changed to 80:20 i.e. Technical proposal which is a marker of quality be given weightage of 80 marks.  Tender references:  Please find below few RFPs with 80:20 weightage for reference.  a) Appointment Of Consulting Agency for Scale Rapid Unit (Steering Committee for Advancing Local Value-Add and Exports Research Analysis, Program Implementation, and Data Intelligence Unit) for DPIIT.  b) appointment Of Consulting Agency for Developing and Assisting in Implementation of Action Plan for Enhancing India's Logistics Performance Index Score for DPIIT Selection of Consultancy Agency for Project Monitoring Unit (PMU) for the Scheme "Skill India Programme" for	No change. As per the RFP.

Sl. No.	Section, Clause, Page No.	Clause description	Queries	Clarification by STPI
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			Ministry of Skill Development and Entrepreneurship.	
5	ELIGIBILITY/PRE-QUALIFICATION CRITERIA, TECHNICAL EVALUATION, FINANCIAL EVALUATION AND QCBS: Clause 1.2, Technical Evaluation S. No. 2, Page 2	Experience of evaluating startups promotion programs/ schemes/ projects of Central/ State Government/ Government Departments.	<p>We request that this parameter be revised to the following:</p> <p>“Experience of working with Central Government/ State Governments/ UTs and their agencies/ corporations/ affiliates on engagements involving start-up promotion, start-up ranking, start-up policy, start-up ecosystem development and related areas, in the last 5 years.”</p> <p>This is because startups promotion programs/ schemes/ projects of Central/ State Government/ Government Departments in India are at initial stages of implementation. Therefore, there are very few engagements involving evaluation of such programs which have been undertaken by any consulting agency.</p>	No change. As per the RFP.
6	ELIGIBILITY/PRE-QUALIFICATION CRITERIA, TECHNICAL EVALUATION, FINANCIAL EVALUATION AND QCBS: Clause 1.2, Technical Evaluation, S. No. 2	Team Structure Evaluation/Data Analyst: 1 mark	We request that the One additional Evaluation/Data Analyst be included in the Team structure considering the short timeframe of the proposed project and comprehensive evaluation exercise.	Team proposed by the bidder should include at least one resource per role as per the RFP. However, it is bidder’s decision to deploy more resources to deliver the task within the stipulated timeline as per the RFP.
7	ELIGIBILITY/PRE-QUALIFICATION CRITERIA, TECHNICAL EVALUATION, FINANCIAL EVALUATION AND QCBS: Clause 1.2,	Score Matrix Proposed Qualified Human Resource (Team structure along with proposed resources to execute this contract)	Based on the request in S. No. 6 above, we request that the Score matrix of the Team structure be revised to accommodate additional Evaluation/ Data Analyst without increasing the	No change.  Team proposed by the bidder should include at least one resource per role as per the RFP. However, it is

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	Technical Evaluation, S. No. 3, Page 2, 3		<p>total allocated marks (20) for this parameter. Suggested revised score matrix is proposed below.</p> <p><b>1. Team structure:</b>            (a) Team leader (max 2 marks):            • Leader: 2 marks            (b) Team Members (max 4 marks):            (i) Evaluation/Data Analyst 1: 1 mark            (ii) Evaluation/Data Analyst 2: 1 mark            (iii) Economist: 1 mark            (iv) Research &amp; Documentation Expert: 1 mark</p> <p><b>2. Educational Qualification:</b>            (a) Team Leader (max 2 marks):            • Postgraduate/MBA/PGDM/CA or equivalent: 2 marks            (b) Team Member (max 4 marks)            (i) Evaluation/Data Analyst 1: B. Tech/ M.Tech/ MBA/ PGDM or equivalent: 1 mark            (ii) Evaluation/Data Analyst 2: B. Tech/ M.Tech/ MBA/ PGDM or equivalent: 1 mark            (iii) Economist: Masters in Economics: 1 mark            (iv) Research &amp; Documentation Expert: Graduation: 1 mark</p> <p><b>3. Experience:</b>            (i) Team Leader (max 4 marks):            • At least 5 years' experience with evaluation/impact assessment of 2 programs/schemes/projects: 3 marks</p>	bidder's decision to deploy more resources to deliver the task within the stipulated timeline as per the RFP.

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			<p>At least 5 years' experience with evaluation/impact assessment of more than 2 programs/schemes/ projects: 4 marks</p> <p>(ii) Evaluation/Data Analyst 1 (max 1 mark):</p> <ul style="list-style-type: none"> <li>• At least 3 years' experience with evaluation/impact assessment of 2 programs/schemes/ projects: 1 mark</li> </ul> <p>(iii) Evaluation/Data Analyst 2 (max 1 mark):</p> <ul style="list-style-type: none"> <li>• At least 3 years' experience with evaluation/impact assessment of 2 programs/schemes/ projects: 1 mark</li> </ul> <p>(iv) Economist (max 1 mark):</p> <ul style="list-style-type: none"> <li>• At least 3 years' experience with evaluation/impact assessment of 2 programs/schemes/ projects: 1 mark</li> </ul> <p>(v) Research &amp; Documentation Expert (max 1 mark):</p> <ul style="list-style-type: none"> <li>• At least 3 years' experience with evaluation/impact assessment of 2 programs/schemes/ projects: 1 mark</li> </ul>	
8	SCOPE OF WORK: Clause 3, 3.2.2 Data Collection and Analysis, Page 3	a. Collect following data from a various source, including NGIS records, startup performance metrics, stakeholder interviews, and surveys:	<p>We understand that STPI will be assist in procurement of proprietary data including data which is not available on public sources. We further understand that the role of the successful bidder will be limited to collection of data through primary surveys and data available on public sources for analysis. Kindly confirm</p>	<p>NGIS data, including information reported by beneficiary startups to STPI, will be provided. Furthermore, bidders may obtain any relevant financial or other non-public data necessary for assessing the impact of NGIS, and any associated costs can be included in their commercial bid.</p>

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9	SCOPE OF WORK: Clause 3, 3.2.5 Impact Assessment, Page 5	<p>a. Evaluate the short-term and long-term impacts of NGIS on the startup ecosystem.</p> <p>(i) Short-Term Impact Evaluation:</p> <ul style="list-style-type: none"> <li>Analyse the immediate benefits received by startups participating in NGIS.</li> <li>Measure key performance indicators (KPIs) such as the number of startups incubated, jobs created, technological innovations developed, and any increase in revenue or investment attracted due to the scheme.</li> </ul> <p>(ii) Long-Term Impact Evaluation:</p> <ul style="list-style-type: none"> <li>Evaluate the long-term viability of startups post-NGIS support, including market presence, financial health, and ongoing innovation.</li> <li>Assess the contribution of NGIS to the broader startup ecosystem, including the creation of ancillary industries, community development, and influence on regional and national economic indicators.</li> </ul> <p>b. Assess the scalability and sustainability of the scheme's outcomes.</p>	<p>We understand that STPI has already created the baseline for the Impact Evaluation because collating data and establishing a baseline takes time.</p> <p>The three-month timeline may need to be reassessed in case there is no baseline data available.</p> <p>We request you to kindly revisit the delivery timeline and clarify on the data availability.</p>	No change. As per the RFP.						
10	ELIGIBILITY/PRE-QUALIFICATION CRITERIA, TECHNICAL EVALUATION, FINANCIAL EVALUATION AND QCBS: Evaluation and Award of Work Clause 1.1, Pre-Qualification Criteria, S. No. 5, Page 1	<table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Qualification Criteria</th> <th>Supporting Documents</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>Bidder should have undertaken impact assessment/evaluation of minimum three (3) programs/schemes/projects of Central/State Government/Government Departments of size not less than INR 100 Cr each.</td> <td>Copy of work order from client, Project completion certificate from client, Client feedback</td> </tr> </tbody> </table>	Sl. No.	Qualification Criteria	Supporting Documents	5	Bidder should have undertaken impact assessment/evaluation of minimum three (3) programs/schemes/projects of Central/State Government/Government Departments of size not less than INR 100 Cr each.	Copy of work order from client, Project completion certificate from client, Client feedback	<p>We understand that any one of the listed supporting documents is accepted as proof for project completion.</p> <p>Kindly confirm.</p> <p>Tender references:</p> <p>Please find below few RFPs with acceptance of any one of the supporting documents (such as assignment/contract/work order/completion certificate from the client/</p>	<p>Bidders are required to provide the following supporting documents:</p> <ol style="list-style-type: none"> <li>A copy of the work order from the client.</li> <li>A completion certificate from the client or report(s)/document(s) submitted to the client that confirms the completion of relevant deliverables, including any client feedback related to the completion.</li> </ol>
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			self- certification by the Authorized Signatory copy etc.), for reference. 1. RFP for selecting a consulting agency for preparation of 5-year action plan for Department of Commerce (Reference: GEM/2024/B/4834826) 2. RFP for Engagement of Project Management Consultancy for implementation of projects under the Semicon India Programme dated 09.06.2023 issued by India Semiconductor Mission.	
11	Bid Details	Bid End Date: 03-10-2024	We request the competent authority to consider revising the bid submission end date to 18 October, 2024.	No change. As per the RFP.
12	New Clause: Limitation on Liability		Please Insert Clause: STPI (and any others for whom Services are provided) shall not recover from the bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. STPI (and any others for whom Services are provided) shall not recover from the Bidder, in contract or tort, including indemnification obligations under this	No change. As per the RFP.

Sl. No.	Section, Clause, Page No.	Clause description	Queries	Clarification by STPI
(a)	(b)	(c)	(d)	(e)
			<p>contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.</p>	
13	<p>ADDITIONAL TERMS &amp; CONDITIONS (ATC): Clause 2.20, Confidentiality, Page 5-6</p>	<p>Any information pertaining to STPI, or any other agency involved in the project that comes to the knowledge of the Bidders in connection with this contract will be deemed to be confidential and the bidders will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The bidders shall ensure due secrecy of information and data not intended for public distribution.</p>	<p>To be deleted and replaced with the following clause:            Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or</p>	<p>No change. As per the RFP.</p>

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			(e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.	
14	ADDITIONAL TERMS & CONDITIONS (ATC): Clause 2.22, Arbitration, Page 6	All disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole arbitrator to be appointed by the Director General, STPI. All arbitrations will be held in New Delhi	To be deleted and replaced with the following clause: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract / agreement or the validity or the breach thereof shall, be settled by way of an arbitration under the provisions of the Arbitration & Conciliation Act, 1996 including its amendments thereof. The arbitration proceedings shall be adjudicated by a sole arbitrator appointed by mutual consent of both the parties within 30 days from the date of first written intimation of the intent to resolve the dispute by arbitration. If the parties fail to appoint the sole arbitrator by mutual consent, as above, the same shall be appointed as per the provision of the Arbitration and Conciliation Act, 1996, including its amendments thereof. The Seat of arbitration shall be New Delhi in India and the language of arbitration shall be English. The decision of the arbitrator shall be final and binding upon the Parties. Both the parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole	<i>“All disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole arbitrator to be appointed by the Director General, STPI. All arbitrations will be held in New Delhi” may be read as “In the event of any difference whatsoever between the Parties arising under the contract, the Parties hereto shall use their best efforts to settle such disputes or differences amicably by mutual negotiation. However, in case difference exists then all disputes, claims and demands arising under the contract shall be referred to and finally resolved by arbitration by Sole Arbitrator who shall be appointed by both the parties mutually agreed in accordance with the Arbitration and Conciliation Act, 1996 and amendments made thereof. The seat of arbitration shall be in Delhi, India.”</i>

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			arbitrator. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.	
15	ADDITIONAL TERMS & CONDITIONS (ATC): Clause 2.21, Ownership of Documents, Page 6	All documents and reports prepared or obtained by the bidder in performing the services shall become and remain the property of STPI, and the bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents to STPI along-with a detailed inventory thereof.	2.21 Ownership of Documents All documents and reports prepared or obtained by the bidder in performing the services shall become and remain the property of STPI, and the bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents to STPI along-with a detailed inventory thereof. The bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that it owns in performing the Services. Notwithstanding the delivery of any Reports, the bidder retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the bidder compiles and retains in connection with the Services (but not information provided by STPI reflected in them).	No change. As per the RFP.

Sl. No.	Section, Clause, Page No.	Clause description	Queries	Clarification by STPI
(a)	(b)	(c)	(d)	(e)
16	New Clause: Immediate Termination		Please Insert Clause: The agency may terminate this Agreement, or any particular Services, immediately upon written notice to STPI if the agency reasonably determines that it can no longer provide the Services in accordance with applicable law or professional obligations.	No change. As per the RFP.
17	New Clause: Internal Use		Please Insert Clause: Any information, advice, recommendations or other content of any reports, presentations or other communications the bidder provides under this Agreement (“Reports”), other than information provided by the STPI, are for STPI's internal use only (consistent with the purpose of the particular Services) including STPI's board of directors, its audit committee, or its statutory auditors and not for disclosure externally outside STPI's organization.	No change. As per the RFP.

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