



Bhopal Smart City Development Corporation Limited (BSCDCL)

Request for Proposal (RFP)

For

MPBSCDCL/TENDER NO -37

Selection of Consultant to Manage the Operations of  
Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL,  
Bhopal

## Disclaimer

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, 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 and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## CONTENTS

1.INTRODUCTION .....	4
2. INSTRUCTIONS TO BIDDERS .....	9
3. CRITERIA FOR EVALUATION.....	23
4. FRAUD AND CORRUPT PRACTICES.....	27
5. PRE-PROPOSAL CONFERENCE.....	28
6. MISCELLANEOUS .....	28
SCHEDULES .....	29
TERMS OF REFERENCE.....	32
SECTION 3-GENERAL INFORMATION.....	37
APPENDICES.....	68
APPENDIX-I Forms for Technical Proposal .....	69
APPENDIX-II Forms for Financial Proposal .....	85

## 1. INTRODUCTION

### 1.1 Background

Bhopal is among the first 20 cities selected in first round of smart cities challenge under Government of India's (GoI) smart cities mission (SCM) to implement the smart city proposal (SCP). Bhopal Smart City aims to provide an ecosystem for taking the current technologies to new scale and solve problems with innovation, which will lead to economic and social development of the country.

#### 1.1.2 Vision & Introduction

Bhopal is one the of the lighthouse city selected under the Ministry of Urban Development Smart City Mission. Under the Smart City Mission the Bhopal Smart City Development Corporation Limited (BSCDCL) has identified gamut of solutions for the transformation of the city. These solutions include, Infrastructural as well as IoT based PAN City solutions, for which Incubation and Innovation Centers is planned to be set up. The solutions are citizen centric and have been identified after rigorous consultation with the citizens. BSCDCL in its endeavor to develop Bhopal into a next generation smart city has decided to tap this opportunity and create an environment which promotes such innovations.

While Smart Cities concept is now in implementation stage, there is a need for start-ups to support this initiative and take the current technologies to new scale and solve problems with innovation.

Consequently, Bhopal Smart City Development Corporation Limited (BSCDCL) has decided to develop **"Bhopal Living Lab - Incubation and Innovation Center"** for the city. Through this Innovation Lab, Research Partner and Technology Partner along with BSCDCL will provide budding entrepreneur an ecosystem where they can replicate their business idea and hence generate an innovative solution which when implemented on a large scale will help in sustainable development of the society. The main goals of the project is:

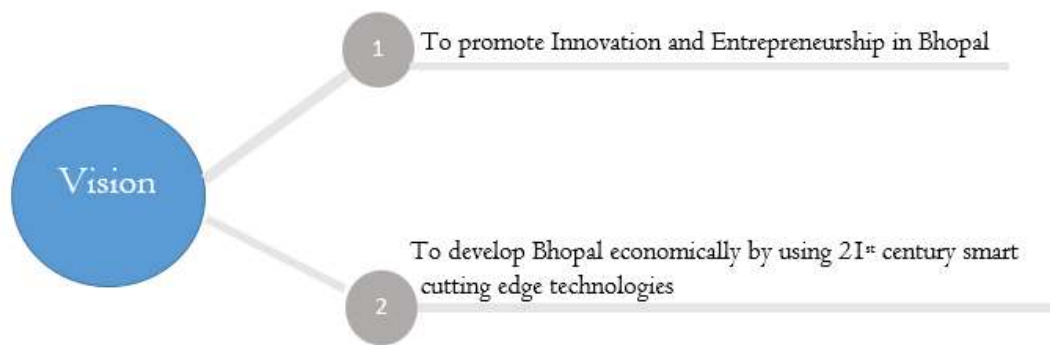
**"To promote entrepreneurial spirit amongst youth, researchers, engineers and society at large by promoting cutting edge information technology start-ups which will lead to economic and social development of Bhopal."**

With the rapid evolution of Digital transformation, the entities will uncover limitless possibilities to drive innovation, growth and jobs of the future by developing ideas, prototypes and innovative solution approach.

So needless to say that a collaborative approach amongst the Institutes, Technology leaders and the community can play a huge role in the long term impact towards qualitative improvement of the society in the following way.

1. Innovative solutions and its implementation into the society
2. Jobs Creation
3. Elevating the local economy

**The BSCDCL has decided to set up world class Incubation and Innovation Center with the following vision:**



The main goal of establishing Incubation and Innovation centre in Bhopal aims at:-

- Accelerate country’s Digitization Strategy by creating Innovation Labs in Bhopal
- Space designed to inspire entrepreneurs, enterprises and government leaders about the disruptive potential of digitization
- Digitization in action demos sourced from global ecosystem
- Innovation around defined focus areas ex. Smart city, smart village, Manufacturing, retail
- Make impact to the society
- To create a revenue generation model for enterprises globally.
- Outcomes will include innovative and actionable solutions which are scalable and cost-effective.

**BSCDCL plans to offer wide range of services would be offered to the incubatees of the BLL. These services would be customized to the needs of the incubatees.**

<b>Business modelling services</b> to help incubatees make a business plan	<b>Financial advice services</b> related to funding and investments
<b>Training services</b> providing insight into the market economy, upgradation of professional and technical skills	<b>Legal and IPR advisory services</b> to help the incubatees through the legal processes linked to registrations as well as patents
<b>Advertising and marketing services</b> such as potential suppliers, businesses, investors, and distributors	<b>After incubation support services</b> for successful companies that graduate from the incubator

**BSCDCL also plans to provide varied range of Infrastructure services to Incubatees at BLL.**

**Managed office space including offices or workshop space on an affordable basis.**

**Conference & Meeting Rooms**

**Test Labs & Environment**

**Network services such as providing links and relationships with other organizations that can promote and sustain the interests of the incubatees**

**Industrial infrastructure including roads, water, electricity, telecommunication, buildings and industrial machines can be provided to support testing of IoT technologies**

**BSCDCL now wishes to appoint a program Management consultant to assist them in implementation and operations management of the proposed incubation centre for a period of 36months based on terms and conditions given in this RFP.**

**3 months of Defining and Establishing Processes for BLL**

**33 months of Operations and Management for BLL**

## **1.2 Request for Proposals**

The Authority invites proposals (the “Proposals”) for selection of consultant (the “consultant”) for providing project management consultancy services to Bhopal Smart City Development Corporation Limited in conformity with the Terms of Reference (collectively the “Consultancy”). The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

## **1.3 Due diligence by Bidders**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

## **1.4 Tender Fees**

RFP document can be downloaded from the website of [www.mpeproc.gov.in](http://www.mpeproc.gov.in). However, the bids of only those Bidder shall be considered for evaluation who have made online payment of Rs 50,000/- (Rs Fifty thousand only) for the RFP document plus service & gateway charges,

**Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL**

without which bids will not be accepted. The RFP Fee of Rs 50,000/- (Rs. Fifty thousand only) is to be submitted by bidder by making online payment only against this RFP.

## 1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

## 1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Bidder. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Client Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Bidder (the “Selected Bidder”) shall be called for negotiation, if necessary, while the second ranked Bidder will be kept in reserve.

## 1.7 Currency conversion rate and payment

1.7.1 For the purposes of technical evaluation of Bidders, Conversion rate should be considered equivalent and applicable at the particular year of the payment received against the project by the bidders the conversion rate of currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

## 1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

S.no	Event Description	Date and Time
1.	Publication of Request for Proposal	05 September 2017
2.	Last date for receiving queries/clarifications	15 September 2017, 11:30 pm
3.	Pre-Proposal Conference	18 September 2017, 3 PM Onwards
4.	Authority response to queries	20 September 2017
5.	Last date for purchase of RFP document	13 October 2017 till 3:00 PM

6.	Proposal Due Date or PDD (online submission of Technical Proposal and Financial Proposal on e-procurement portal)	13 October 2017 till 11:30 PM
7.	Submission of hard copy of Technical Proposal	16 October 2017 till 5:00 PM
8.	Opening of Technical Proposals	17 October 2017, 11:00 AM
10.	Opening of Financial Proposals	To be intimated to the successful bidders as per clause 3.2
11	Letter of Award (LOA)	After the due approval of Board of Directors
12	Signing of Agreement	Within 10 days of LOA
13	Validity of Applications	As mentioned in clause 1.5

### 1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Bidders may visit the City and review the available data at any time prior to PDD as per clause 1.8. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

CEO, Bhopal Smart City Development Corporation Limited  
Zone 14, near Tatpar petrol pump, BHEL  
Govindpura, Bhopal  
Madhya Pradesh- 462023  
Contact no. - 0755 2477770

### 1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date & Time: As mentioned in clause 1.8

Venue: Bhopal Smart City Development Corporation Limited

Zone 14, near Tatpar petrol pump, BHEL

Govindpura, Bhopal

Madhya Pradesh- 462023

### 1.11 Communications

1.11.1 All communications related to submission of Proposal is online should be submitted through online tendering portal of **Bhopal Smart City Development Corporation Limited** [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

1.11.2 The **Official Website** of the Authority is: [www.mpeproc.gov.in](http://www.mpeproc.gov.in)

1.11.3 All communications, including the envelopes, documents etc. should be submitted online, except hard copy submission of technical proposal.

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL



1.11.4 All queries and concerns are to be sent to email id : [smartcitycell@bmconline.gov.in](mailto:smartcitycell@bmconline.gov.in)

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an bidder firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually (the “**Sole Firm**”) only. The term bidder (the “**Bidder**” or “**Bidder**”) means the Sole Firm, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

#### 2.1.4 Key Personnel

The Consultancy Team shall consist of the following Key Personnel (the “**Key Personnel**”) as specified below:

Sr. No	Key Personnel
1.	Project Director
2.	Onsite Project Lead

#### 2.2 Conditions of Eligibility of Bidders

2.2.1 Bidders must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following:

##### (A) Basic Eligibility Criteria:

a. The Bidder shall be a company incorporated in India under the (Indian) Companies Act 1956/2013 or Limited Liability Partnership (LLP) incorporated in India under the Limited Liability

Partnership Act, 2008. The Bidder shall be required to submit a copy of its Incorporation Certificate along with Technical Proposal as annexure.

b. Bidders must have a valid service tax registration in India. Copy of service tax registration certificate to be submitted with Technical proposal

c. The Bidder must have carried out one project of similar nature as desired (related to Incubation centers as per scope of work of this RFP) in Consulting / Technical Capacity within India. Copy of Work order / MoU / Agreement to be submitted with Technical proposal.

d. Receipt of Earnest Money Deposit (EMD) as per Clause 2.20 of this RFP.

e. Bidder should not have been blacklisted / debarred by any central/state government department/PSUs in last 2 years from the date of bid submission. Self-certificate on company's letter head duly signed by authorized signatory to be submitted with Technical proposal.

**(B) Technical Capacity:** The Bidder shall meet following mentioned eligibility criteria. Bidder's networks firm experiences within India can also be considered.

1: More than 15 years of operations in India. Copy of Certificate of Incorporation with Self-certificate on company's letter head duly signed by authorized signatory.

2. Bidder should have experience of setting up and operating at least 1 In-house Centre of Excellence in India. Bidder is required to submit self-declaration for this criterion with information like – Name of Center of Excellence, area of Center of Excellence, purpose of the center of excellence, date of start of operations and address. This declaration is to be duly signed by Authorized signatory along with case study and photographs of Center of Excellence.

3: Bidder should also have experience of working in the capacity of PMC consultant for 3 smart cities in India appointed by City SPV/ State Government/ any third parties like The World Bank, DFID, NICS, etc. Bidder may be the lead bidder for a particular project or a consortium partner. For this criteria bidder is required to submit copies of copies of work order / agreement / Consortium agreement / Client Certificate along with citation as per Form 9 of this RFP.

**(C) Financial Capacity:** Average annual turnover of bidder should not be less than Rs. 100 crore the last three financial years ending on 31st March 2017, out of which turnover from providing consultancy services should be atleast Rs. 50 crores. A certificate from Chartered Accountant to this effect to be submitted with Technical Proposal

**(D) Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Sl. No	Role	Minimum Qualification	CV to be evaluated	Minimum Experience	Expected Minimum Deployment at Client Side (per month) during the project tenure
1	Project Director	B.E. / B.Tech	Yes	Minimum 15 years' industry experience with minimum one project in the field of Innovation and Incubation center setup / operations and maintenance.  Should be full time employee and on the payroll of the bidder for at-	Part Time with minimum 2 days per fortnight

				least 3 years as on 31 <sup>st</sup> August 2017. (Bidder should provide self-certificate for this condition duly signed by HR Head / Authorized signatory).	
<b>2</b>	<b>Onsite Project Lead</b>	BE/ B.Tech	Yes	Minimum 7 years' experience industry experience with minimum 3 years of experience in the field of IT/ ITES / ICT projects.	Full Time
<b>3</b>	<b>Project Consultant (2 numbers)</b>	BE/ B.Tech/ MCA	No	Minimum 3 years' experience industry experience.	Full Time (each resource)

Note:-

- i. Key persons minimum commitment as per above table should be considered for Technical Proposal
- 2.2.3 The Bidder shall enclose with its Proposal, all the required documentation and proofs required for meeting the conditions of clause 2.2. for eligibility and technical evaluation as given in this RFP.
  - 2.2.4 The Bidder should submit a copy of latest board resolution/ Power of Attorney which authorizes the bidder's representative to execute contracts on behalf of company as per the format at Form-4 of Appendix-I .However, that such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case of Bidder is a limited liability partnership.
  - 2.2.5 Any entity which has been black listed by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and such bar subsists from last 2 years as on the date of Proposal Submission. Undertaking form to be submitted along with the technical proposal.

## 2.4 Number of Proposals

No Bidder or its Associate shall submit more than one Application for the Consultancy.

Consortium is not allowed.

## 2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.6 Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Bidder**

2.7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

- (a) Made a complete and careful examination of the RFP;
- (b) Received all relevant information requested from the Authority;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **2.10 Clarifications**

2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The email shall clearly bear the following subject:

*"Queries concerning RFP for Selection of Consultant for Managing the Operations of Incubation and Innovation Centre at Bhopal Smart City Development Corporation Limited"*

The Authority will post the reply to all such queries on the Official Website.

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

- 2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.
- 2.10.3 The bidders are encouraged to send queries in MS Excel File as attachment in their emails, with following format:

S.No	RFP Clause ref	RFP Page Number	Clause in RFP	Query / Clarifications

**2.11 Amendment of RFP**

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Bidders (who have purchased the RFP document) by e-mail.
- 2.11.2 The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.
- 2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date

**C. PREPARATION AND SUBMISSION OF PROPOSAL**

**2.12 Language**

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

## **2.13 Format and signing of Proposal**

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online as well as physically.
- 2.13.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.
- 2.13.3 The Proposal shall be duly signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, all the pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:
- (a) By the proprietor, in case of a proprietary firm; or
  - (b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (c) By a duly authorized person holding the Power of Attorney/authorized by board resolution, in case of a Limited Company or a corporation; or
- A copy of the Power of Attorney in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).
- 2.13.4 Bidders should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD as specified in Clause 2.17.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## **2.14 Technical Proposal**

- 2.14.1 Bidders shall submit the digitally signed technical proposal online at [www.mpeproc.gov.in](http://www.mpeproc.gov.in) in the formats at Appendix-I (the "Technical Proposal") and shall also submit the proposal in physical form at the address mentioned in clause 1.11 in original on or before the date and time mentioned in clause 1.8.
- 2.14.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
- (a) Technical Proposal is divided two parts – 1<sup>st</sup> for Conditions for Eligibility (for required documentation as per clause 2.2.2 (A)) and 2<sup>nd</sup> for Technical Proposal with all the required documentations as Technical Evaluation Matrix (as per clause 2.2.2 (B), 2.2.2 (C), 2.2.2 (D) and 3.1) along with all forms of Appendix-I.
  - (b) The EMD is provided as per the provisions laid down at clause 2.20;
  - (c) All forms are submitted in the prescribed formats and signed by the authorized signatories;
  - (d) Copy of Board Resolution or Power of attorney, as and if applicable;
  - (e) CVs of all Key Personnel have been included; Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
  - (f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;

- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. Bidder may use resources from its network firms/ affiliates to provide services under this proposal, however will solely remain responsible for the services.
- 2.14.7 An Bidder may, from time to time, if it considers necessary, propose suitable Experts/Consultants in specific areas of expertise (where applicable).
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.15 Financial Proposal**

- 2.15.1 The Financial Proposal shall be submitted online only and digitally signed in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Form-1 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Representative.
- 2.15.2 While submitting the Financial Proposal, the Bidder shall ensure the following:
1. The Financial Proposal shall take into account the following:
    - a. Consulting Fees for the Project Management Consultancy as per scope of work provided in TOR of this RFP.
    - b. All expenses for the boarding, logging, salaries, out of pocket expenses, local transportation at Bhopal and travel to Bhopal for key personnel and other staff members deployed on project by the successful bidder for successful delivery of this project.

2. The Financial Proposal shall not take into account following:
  - a. All the expenses envisaged towards implementing any event (like Accelerator Program, Community Connect, Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCDCL)for Bhopal Living lab (BLL) – Incubation and Innovation Center.
  - b. Counsel fee, faxes, couriers and postage, collections and deliveries, subscriptions to special services and specifically required stationery and bulk photocopying, printing expenses for various events (like Accelerator Program, Community Connect, Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCDCL) at Bhopal Living lab (BLL) – Incubation and Innovation Center.
  - c. Expenses of media & promotion activities, on boarding & other related expenses of incubates, on boarding & other related expenses of mentors, on boarding & other related expenses of Industry partners, etc. incurred for events (like Accelerator Program, Community Connect, Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCDCL)at Bhopal Living lab (BLL) – Incubation and Innovation Center.
  - d. This will also include various expenses like venue, transportation, food, etc. for events (like Accelerator Program, Community Connect, Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCDCL).
  - e. Travel, boarding, logging and accommodation expenses of key personnel and other staff members deployed on project by the successful bidder, if they are required to travel outside Bhopal to any other location / city for any activity related to events at Bhopal Living lab (BLL) – Incubation and Innovation Center or representing Bhopal Living lab (BLL) – Incubation and Innovation Center at any event as asked by BSCDCL.
3. All these expenses as mentioned in point number 2.15.2.2 of this section shall be borne by BSCDCL.
4. In case of scenario, selected bidder is asked to incur any of the expenses as mentioned in point number 2.15.2.2 of this section. BSCDCL will reimburse such expenses on actual after submission of original receipts along with next scheduled payment.
5. No escalation on any account will be payable on the above amounts.

## **2.16 Submission of Proposal**

- 2.16.1 The Bidders shall submit the Technical Proposal online form as per date and time mentioned in Clause 1.8. However, the Financial Proposal shall be submitted online only as mentioned in clause 2.15.1. The bidders shall submit the Technical Proposal form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Bidder as per the terms of this RFP. In case the Proposals are submitted online and the Bidders are unable to submit before the date and time mentioned in Clause 1.8 then the Bids shall be liable for rejection. Only those physically submitted documents



regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.

- 2.16.2 **Hard Copy Submission:** The original copy of the 'Technical Proposal' shall be placed in a two sealed envelope clearly marked 'Pre-Qualification' and 'Technical Proposal'. The envelope marked 'Pre-Qualification' should contain Conditions for Eligibility (for required documentation as per clause 2.2.2 (A)). The envelope marked "Technical Proposal" should contain all the required documentations as Technical Evaluation Matrix (as per clause 2.2.2 (B), 2.2.2 (C), 2.2.2 (D) and 3.1) along with all forms of Appendix-I.

**Online Submission:** The digitally scanned 'Technical Proposal' shall be placed in a two folders clearly marked 'Pre-Qualification' and 'Technical Proposal'. The folder marked 'Pre-Qualification' should contain Conditions for Eligibility (for required documentation as per clause 2.2.2 (A)). The folder marked "Technical Proposal" should contain all the required documentations as Technical Evaluation Matrix (as per clause 2.2.2 (B), 2.2.2 (C), 2.2.2 (D) and 3.1) along with all forms of Appendix-I. Similarly, the original 'Financial Proposal' shall be placed in a digitally sealed envelope clearly marked 'Financial Proposal' and shall contain the financial proposal in the prescribed format (Forms 1 of Appendix-II).

- 2.16.3 The completed Proposal must be submitted online on or before the specified time on PDD as per clause 1.8. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted shall be uploaded on the [www.mpeproc.gov.in](http://www.mpeproc.gov.in) duly digitally signed. The financial Proposal shall be submitted online only and shall be signed digitally.
- 2.16.4 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

## 2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted on or before the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The Authority may, in its sole discretion, extend the PDD as mentioned in clause 1.8 by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

## 2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## 2.19 Withdrawal of Proposals

- 2.19.1 The Bidder may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorized representative, and including a copy of the authorization document. The Withdrawal Notice must be:
- a) Submitted in accordance with Clause 2.16 and the respective envelopes shall be clearly marked 'WITHDRAWAL'; and
  - b) Received by the Authority prior to the deadline prescribed by the Authority for submission of Proposals.
- 2.19.2 Proposals that are withdrawn in accordance with Clause 2.19.1 shall be returned unopened to the Consultant.

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

- 2.19.3 No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the Data Sheet or any extension thereof, except in the case of a request by the Authority to extend the Proposal validity.

## **2.20 Bid Security / Earnest Money Deposit (EMD)**

- 2.20.1 The Bidder shall furnish as part of its Proposal, amount of 10,00,000 INR (Ten lakh rupees) amount as "**Bid Security**" or "**EMD**", returnable not later than 60 (sixty) days from PDD as per clause 1.8 except in case of the two highest ranked Bidders as required in Clause 2.25.1. The Bid Security of requisite amount stated can be paid by making online payment on the [www.mpeproc.gov.in](http://www.mpeproc.gov.in) website or through Bank Guarantee issued by any Nationalized / any Scheduled Commercial Bank, payable at Bhopal.
- 2.20.2 In the event that the first ranked Bidder commences the assignment as required in Clause 2.30, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD as per clause 1.8. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.
- 2.20.3 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.20.4 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.5 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP;
  - (b) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
  - (c) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
  - (d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or

## **2.21 Performance Security**

- 2.21.1 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;

(b) If the selected Bidder commits a breach of the Agreement.

2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

#### **D. EVALUATION PROCESS**

##### **2.22 Evaluation of Proposals**

2.22.1 The Authority shall open the Proposals on the PDD as specified in clause 1.8, at the place and time specified in Clause 1.11 and in the presence of the Bidders who choose to attend. The envelopes marked "Technical Proposal - I" shall be opened first.

The envelopes marked "Technical Proposal - II" shall be for only those bidders who meet the Conditions of basic eligibility as per criteria 2.2.2 (A).

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the PDD as per clause 1.8 including any extension thereof pursuant to Clause 2.18;
- (c) it is signed, sealed, bound together in hard cover or spiral bound and marked as stipulated in Clauses 2.13 and 2.16;
- (d) it is accompanied by the copy of board resolution/Power of Attorney as specified in Clause 2.2.4;
- (e) it contains all the information (complete in all respects) as requested in the RFP;
- (f) it does not contain any condition or qualification; and
- (g) it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Bidders along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

- 2.22.7 Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.24 Clarifications**

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Bidder does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **2.25 Negotiations**

- 2.25.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.
- 2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.
- 2.25.3 The Authority will examine the credentials of all Sub-Consultants (if any) proposed for this Consultancy and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

## **2.26 Substitution of Key Personnel**

- 2.26.1 The Authority will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted 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 the Authority.
- 2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health or employee leaving the organization. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.26.3 Substitution of the Project Director will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

## **2.27 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

## **2.28 Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest ranking Bidder may be considered.

## **2.29 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

## **2.30 Commencement of assignment**

The Consultant shall commence the Services at the Project site within 14 (fourteen) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.5.

## **2.31 Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by a Bidder to the Authority as deliverable of this project shall remain or become the property of the Authority. Bidders and the Consultant, as the case may be, are to

treat all information as strictly confidential. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the this project shall be the property of the Authority. Information / Data / Tools which are preexisting with consultant shall remain property of the Consultant.

### 3. CRITERIA FOR EVALUATION

#### 3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S<sub>T</sub>).

3.1.2 Each Key Personnel must score a minimum of 70% (seventy per cent) marks except as provided herein. A Proposal shall be rejected if the Project Director scores less than 70% (seventy per cent) marks or the remaining Key Personnel score less than 60% (sixty per cent) marks.

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

S no	Criteria	Marks	Criteria
------	----------	-------	----------

1.	<b>Project experience of the Bidder</b>	<b>60</b>	<p>1: More than 15 years of operations in India. Self-certificate on company's letter head duly signed by authorized signatory. (5 Marks)</p> <p>2: Average annual turnover of bidder should not be less than Rs. 100 crore the last three financial years ending on 31st March 2017, out of which turnover from providing consultancy services should be atleast Rs. 50 crores. A certificate from Chartered Accountant to this effect to be submitted with Technical Proposal(5 Marks)</p> <p>3: Bidder should have experience of setting up and operating at least 2 in-house Centre of Excellence in India. Bidder is required to submit self-declaration for this criteria including information on Name of Center of Excellence, area of Center of Excellence, purpose of the center of excellence, date of start of operations and address. This declaration is to be duly signed by Authorized signatory along with case study and supporting documents like Photographs, newspaper clipping, etc.(5 Marks).</p> <p>4: The Bidder must have carried out one project of similar nature as desired (related to Incubation centers as per scope of work of this RFP) in Consulting / Technical Capacity within India. Copy of Work order / MoU / Agreement / Client Certificate is to be submitted along with citation as per Form 9. (5 Marks)</p> <p>5: Bidder should also have experience of working in 4 events (Hackathons, Startup road shows, corporate innovation program, Makerspace workshops) in the capacity of an ecosystem partner / Knowledge partner / Mentor. For this criteria bidder is required to submit copy of MoU / agreement/ Client Certificate along with Case Study. (10 Marks)</p> <p>6: Bidder should also have experience of working in the capacity of PMC consultant for 3 smart cities in India appointed by City SPV/ State Government/ any third parties like The World Bank, DFID, NICS, etc. Bidder may be the lead bidder for a particular project or a consortium partner. For this criteria bidder is required to submit copies of work order / agreement / Consortium agreement / Client Certificate along with citation as per Form 9 of this RFP.(10 Marks)</p> <p>20 additional marks shall be provided for each additional assignment in 6<sup>th</sup> category (5 marks for each Assignment).</p>
2.	<b>Understanding, proposed methodology and</b>	<b>20</b>	<ul style="list-style-type: none"> <li>Evaluation will be based on the quality of submissions and relevance to terms of reference</li> </ul>



	<b>work Plan</b>		<ul style="list-style-type: none"> <li>• Approach and Methodology along with detailed work plan for the appointed consultant(<b>20 marks</b>)</li> </ul>
<b>3.</b>	<b>Relevant Experience of the Key Personnel</b>	<b>20</b>	
3.1	Project Director	<b>15</b>	<ul style="list-style-type: none"> <li>• 30% for meeting the qualification,</li> <li>• 10% for additional qualification / certification,</li> <li>• 60% for industry experience <ul style="list-style-type: none"> <li>○ 40% as per minimum criteria mentioned in this RFP</li> <li>○ 20% for additional experience (2% for each year upto 10 years)</li> </ul> </li> </ul>
3.2	Onsite Project Lead	<b>5</b>	<ul style="list-style-type: none"> <li>• 40% for meeting the qualification,</li> <li>• 60% for industry experience as per criteria mentioned in this RFP</li> </ul>

### 3.2 Short-listing of Bidders

Of the Bidders ranked as aforesaid, bidders qualifying in Pre-Qualification criteria will only be considered for technical evaluation. Bidders qualified in technical evaluation will only be considered for financial bid opening.

### 3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score ( $S_F$ ) as specified in clause 3.3.3.

3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal as specified in Form -2 of Appendix-II, will be considered.

3.3.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

### 3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where  $S$  is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, which shall be **0.80** and **0.20** respectively.

- 3.4.2 The Selected Bidder shall be the first ranked Bidder (having the highest combined score).

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 for the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
  - (b) “**Fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - (c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
  - (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; and

- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. Only those Bidders, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- 5.2 During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## 6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) Consult with any Bidder in order to receive clarification or further information;
  - (c) Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
  - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

## SCHEDULES

SCHEDULE-1  
(See Clause 1.1.3)

Consultancy Services for  
**Selection of Consultant to Manage the Operations of Bhopal Living Lab  
(BLL - Incubation and Innovation Centre) At BSCDCL**

**Terms of Reference (TOR)**



## TERMS OF REFERENCE

### 1. Background

Bhopal is home to some of the nationally renowned research facilities and academic institutions. ISRO's Master Control Facility, AIIMS, National law academy, MANIT and SPA along with 200 engineering, management and medical institutions put Bhopal into the league of cities with the unique combination of industrial presence, research and a big talent pool, all at one place. Bhopal is an educational hub with high literacy rate (85%), which is the 3rd largest in Madhya Pradesh. There are about 1300 schools and colleges in the City providing a knowledge base which is a pre-requisite for any expanding economy. Proper training and skilling of the youth by providing an efficient ecosystem will allow innovation to thrive and embrace entrepreneurship.

Bhopal City has been identified as having enormous potential for Employment of youth, Industrial Growth and Business Development which needs to be leveraged by providing value added services. Several factors in the Economy contribute to one another and promise to create an environment of greater economic growth.

Bhopal's strategic location in Central India provides easy access to resources for business operations. Flourishing MSME business has already laid a strong foundation for Entrepreneurs and Economic development. The Talent Pool from the local Engineering colleges and National Institutes along with retired Engineering experts in the power sector can further encourage startup driven innovation.

Bhopal Municipal Corporation appointed an expert survey firm to hold citizen consultation and understand challenges from a citizen perspective. Through various survey methodologies, the challenges identified were that of Sanitation, Safety, Energy Efficiency, Infrastructure and Employment. Bhopal can be transformed into a preferred destination for entrepreneurs who come up with innovative solutions which could improve safety for people, sanitation and utilizing the land to develop smart infrastructure – most of which were pointed out in citizen consultation.

The Smart City Mission has a pronged vision of improving public life through quantum jump in quality of services and simplifying governance. The idea is to:

- a. Maximize reuse of existing infrastructure (ICT)
- b. Creating a backbone for smarter initiatives in the future.
- c. Modernize service delivery.

The Smart City Mission involves the use of technology and innovation to bring about changes in the overall infrastructure of cities. Different areas of the city governance such as waste management, traffic system, transport system, automation of processes, etc. will be at the vanguard of changes that are due to take place. While these will prove to be beneficial for



the citizens, the technology involved in the execution of the ideas will be designed, developed and implemented by innovators and startups of all hues, along with the giants of the game.

#### **Bhopal Living Lab (BLL) Objectives**

- **To identify, encourage, & support potential cutting edge information technology entrepreneurs with a viable business plan**
- **To provide technical assistance in the development of processes, technologies and products along with managed workspace**
- **To create a safe environment for startup and helping them through the process of ideation to monetization**
- **To connect researchers and entrepreneurs to commercialize innovations from concept to products**
- **To increase economic and social growth of the region as well as the country**

## **2. Scope of Work**

### **Objective:**

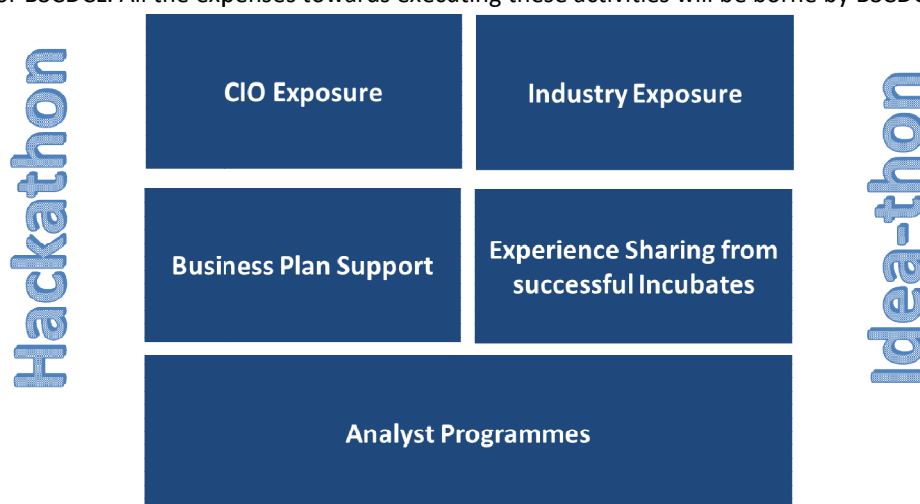
The objective of this project is to appoint Consultant who will be responsible to setup and define processes to be followed for Bhopal Living Lab in first 3 months of this engagement. After which consultant will run the operations of Bhopal Living Lab (Innovation & Incubation Center) for 33 months. Total Duration of this project will be 36 months. Consultant appointed will also get various tie-ups with various Industry firms, Academic Institution, Angel Investors, Legal & Accounting Firms and Marketing Firms.

The broad objectives are outlined as under:

- a) Setting up Innovation & Incubation Center laced with cutting age equipment's
- b) Identification of potential entrepreneurs
- c) Providing technical assistance to the incubates in the development of processes, technology and products along with managed workspace
- d) Provide assistance to BSCDCL and incubates in execution of below mentioned services:
  - **Business Modeling services** to help incubates make a business plan
  - **Advertising and marketing services** such as the provision of lists of potential suppliers, businesses, potential investors etc.
  - **Training services** providing insight into the principles of market economy, as well as up-graded professional and technical skills
  - **Network services** such as providing links and relationships with other organizations that can promote and sustain the interests of the incubates
  - **Financial advice services** related to funding and investments
  - **Legal and IPR advisory services** to help the incubates through the legal processes linked to registration as well as patents
- e) **Establishing domestic as well as international partnerships with technology companies, Academics & Research Institutions, Government bodies, VCs and Angel Funders.** This will help in creating an ambient environment for the incubates. All the expenses towards executing these activities will be borne by BSCDCL.



- f) Assist in conducting **events, workshops, competitions, road shows** to support the ecosystem for BSCDCL. All the expenses towards executing these activities will be borne by BSCDCL.



**Expected Events at BLL:** There are various kinds of events proposed to be conducted at BLL. Following is the list of some of the kinds of events BSCDCL plans to conduct at BLL:

- App Challenges: Participants to develop Apps in stipulated timeframe for some particular social / development cause in the city.
- Hackathon: Participants to use the lab facility developed at BLL, and develop some product which may be sold in the market, and provides earning opportunities.
- Awareness Campaigns: Conducting campaigns to increase awareness to audience on various subjects for example disabilities awareness campaign to get everyone talking, thinking and learning about digital (web, software, mobile, etc.) access/inclusion and people with different disabilities.
- Domain Specific workshops and meets
- Funding Awareness Workshops - This program will create a solid understanding of the documentary processes relating to PE/VC and M&A transactions, identifying commercial issues and producing clear instructions to lawyers and executives involved.
- Idea-Thons and Hackathons for particular sectors like Education, Agriculture, Health, etc. This program will help in creating products for various sectors of life.
- Mentorship workshops – bringing Industry, experienced start-ups , etc under one room to mentor Incubatees
- Investors Workshops – bringing investors under the same roof as that of Incubatees, to help them get funds for their projects.

Above given list is not final, Consultant may advice additional events. All the expenses towards executing these activities will be borne by BSCDCL.

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

**Expected Programmes at BLL:** There are various kinds of programmes proposed to be conducted at BLL. Following is the list of some of the kinds of programmes BSCDCL plans to conduct at BLL:

- Innovation Programmes: To run innovation programmes with partnerships with industry partners to bring in innovation and change in current technology.
- Accelerator Programmes: Programmes to take solutions developed at BLL by incubatees to various financial institutions to get funding and support.
- Theme based Accelerator Programmes : These programmes may be specific to a particular theme, where user may be sector specific like agriculture, health, education, etc,
- Government Theme Programmes: To develop new products which support various government themes, programmes, and schemes like Digital India, Make in India, etc.

Above given list is not final, Consultant may advice additional programmes. All the expenses towards executing these activities will be borne by BSCDCL.

### **Detailed Scope of Services of Consultant (PMC)**

The Scope of Work for the PMC for Incubation and Innovation Centre would entail the following aspects:

1. **The Project Management Consultant (PMC) shall prepare the vision report for the incubation center in the city.** The following activities and subsequent analysis needs to be undertaken:
  - a) Determine the focus sectors for assessing the appetite and demand assessment within the region for an incubator focused on these business sectors.
  - b) Assess the level of community and business support for this business incubator model.
  - c) Design the financial analysis framework of the facility to be self-sustaining.
  - d) Determine long term sustainability of the proposed facility and potential funding sources for creation of the facility as well as operations.
  - e) Identify institutions and organizations that could be partners in the incubator effort.
  - f) Recommend a general operational and management plan for the incubator.
  - g) The consultant shall determine the role of the business incubator in supporting the community's economic development objectives.
  - h) The consultant should detail the level of community and stakeholder support for the incubator and its expected impact on the overall success of the project.
  
2. **The Project Management Consultant (PMC) should provide a structure and implementation plan to address the objectives of the project and the methodology for measurement.**
  - a) Create the business plan for incubator and designing of Standard Operating Procedures.
    - i. Define the roles and hierarchy of management, staffing and operational model for the facility.
    - ii. Outline plan for fund raising for start-up, operational, and capital investment.
  - b) Identify partners for running accelerator programs for startups. Designing review process (KPIs) for startups and incubator. Defining criteria for short listing and on boarding startups.
    - i. Design client entrance and exit criteria, pricing guidelines, etc.
  - c) Designing of local, global exchange programs and mentor, corporate, VC, academia engagement framework.

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

- i. Determine all appropriate partners as well as how Colleges shall be most effectively be incorporated into the facility.

**3. The consultant is expected to provide technical assistance in the following implementation services:-**

- a) Infrastructure Provisioning/Development
  - i. Assist in setting up of ICT infrastructure.
  - ii. Tie-up with a cloud services provider for all hosting requirements. Technology equipment purchase like touch screen collaboration screens, software, testing tools etc.
  - iii. Other allied infrastructure facilities, utilities and accessories as may be required
- b) Selection of Incubates
  - i. Designing of well-defined operations policy with regard to incubates - Potential incubates, Incubates Qualification Criteria, Broad criteria for the selection of entrepreneurs
- c) Networking and Relationship Building Support
  - i. The Incubator Management shall strive to establish linkages especially with the demand side and investors that will maximize the commercialization potential of the final product and reduce time to market.
- d) Counselling and Mentoring Support
  - i. The Incubator Management would develop and maintain a pool of domain specialists willing to serve as mentors, advisors and business counsellors for Incubates.
- e) Scalability
  - i. In case number of Incubates increases, modalities of the same shall be defined.
- f) Graduation/Exit of Incubates
  - i. To develop framework strategy for operational exit of Incubate Companies.
- g) Events and Programmes (as explained above)
  - i. To execute the Events and Programmes for BSCDCL as desired during the project period.
- h) Marketing and Capacity Building
  - i. Aggressive marketing to stakeholders while also building internal capacity to ensure that the initiative is known to everyone in India as well as internationally.

**4. PMC shall be responsible for overall monitoring of the Innovation and Incubation Centre programs and operations which includes:**

- a) Keeping a measure of the forecasted physical achievement which includes:-
  - i. Number of incubates to be admitted
  - ii. Number of incubates expected to graduate
  - iii. Number of new products/technologies/innovations to be commercialized
  - iv. Number of events related to entrepreneurship

- b) Assist in reporting to the Empowered Committee for timely review and action. Assisting in day to day coordination with local authorities and other stakeholders.
- c) Single point of contact for all Incubation & start-up investments/proposals /schemes and project proponents.
- d) Preparing a scorecard to assess the health of Incubate companies and mentoring the incubate company toward achieving necessary robustness.
- e) Planning and documenting reporting content and compliance checklists.
- f) Knowledge creation and management for the centre and other government departments to ensure smooth functioning of program.
- g) Develop the repository of various schemes, incentives and sector specific content.
- h) Monitor applicability and provide periodic recommendations on various provisioned fiscal & non-fiscal Incentives like Capital assistance, Interest Subsidy, Stamp Duty, Operational assistance, lease rental, etc.

Apart from the activities defined above, appointed consultant may be required to implement various events as envisaged in this RFP based on the decision of BSCDCL. Expenses for implementing / executing such events will be borne by BSCDCL directly. However, as part of the technical bid bidder is required to provide the implementation plan for such events. And as part of the financial bid, bidder will be required to provide tentative cost for such events. The value provided for implementation / execution of such programmes will not be evaluated as part of the RFP.

### **SECTION 3-GENERAL INFORMATION**

#### **3.1 Time Frame for the Assignment**

The time for completing the Assignment would be 6 months.

#### **3.3 Team Composition**

The Key Experts to be proposed in this assignment shall be on payroll of the Bidder Firm. The Qualification Requirement of Key Experts is indicated below:

S.No	Role	Minimum Qualification	Minimum Experience	Expected Minimum Deployment at Client Side (per month) during the project tenure
1	<b>Project Director</b>	B.E. / B.Tech	<p>Minimum 15 years' industry experience with minimum one project in the field of Innovation and Incubation center setup / operations and maintenance.</p> <p>Should be full time employee of the bidder and should on the payroll of the bidder for atleast 3 years as on 31<sup>st</sup> August 2017.</p>	Part Time with minimum 1 day per week

2	<b>Onsite Project Lead</b>	BE/B.Tech	Minimum 7 years' experience industry experience with minimum 3 years of experience in the field of IT/ ITES / ICT projects.	Full time
3	<b>Project Consultant (2 numbers)</b>	BE/B.Tech/ MCA	Minimum 3 years' experience industry experience.	Full time (each resource)

CVs of all the key personnel have to be submitted along with technical proposal, as per instructions given in this RFP. Evaluation of CVs will only be done as per criteria mentioned in technical evaluation framework given in this RFP.

### 3.4 Output, Deliverables, Payment Terms

The following outputs are expected to be delivered in stages in total duration of assignment.

S.No	Deliverables	Number of copies	Time Period (Cumulative) from the date of start of Assignment	Payment Schedule (% of Total Project Value, as quoted in the Financial Proposal, Form - 1)
0	Signing of contract		T1	Nil
1	Submission of "Incubation Center Inception Report"	1 Hard copy with soft copy over email	T1+ 15 days	7.5%
2	Submission of "Target Operating Model Report"  This report will comprise of Governance Mechanism, Operating Models for various events, schemes and programmes, and progress reporting metrics	1 Hard copy with soft copy over email	T1+3 Months	12.5%
3	Implementation Support Monthly Progress Report	1 Hard copy with soft copy over email	T2+33 Months	Remaining 80% in 33 equal monthly installations

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

**Note:** The period between the submission of draft report and its discussion would not be included in the period of assignment.

1. T1 = Date of Signing of Contract / Agreement
2. T2 = Date of Approval of Target Operating Model

The payment will be become due on approval of the draft reports and on raising of bills/ invoice by the consultant after the approval of the stage report .The processing time of the payment will be 60 days for final payment and30 days for all other payments.

**Formats of the various reports like “Incubation Center Inception Report”, “Target Operating Model Report” and “Implementation Support Monthly Progress Report” will be suggested by the appointed consultant and approved by BSCDCL.**

### **3.5 Procedure for Monitoring & Review of the Assignment**

The Consultant’s work will be monitored and reviewed by the Evaluation/Audit Committee under the BSCDCL assigned Committee.

The Consultants will be provided space in the office of BSCDCL during the tenure of project.

#### **Note: Monthly Progress Reports**

The Consultant shall submit progress reports on monthly basis to the Client to keep track of the project activities during the entire implementation phase.

SCHEDULE-2  
(See Clause 2.1.3)

**CONTRACT FOR CONSULTANT'S SERVICES**

**Selection of consultant for Managing the operations of Incubation and  
Innovation Centre atBSCDCL**

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
***[Name of the Authority]***

**and**

\_\_\_\_\_  
***[Name of the Consultant]***



**Dated:** \_\_\_\_\_

## **CONTENTS**

### **1. General**

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Authority of Member-in-Charge
- 1.10 Authorized representatives
- 1.11 Taxes and duties

### **2. Commencement, Completion and Termination of Agreement**

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services
- 2.4 Expiry of Agreement
- 1.5. Entire Agreement
- 1.6. Modification of Agreement
- 2.7 Force Majeure
- 1.8. Suspension of Agreement
- 2.9 Termination of Agreement

### **3. Obligations of the Consultant**

- 3.1 General
- 3.3 Confidentiality
- 3.4 Liability of the Consultant
- 3.5 Insurance to be taken out by the Consultant
- 3.6 Accounting, inspection and auditing
- 3.7 Consultant's actions requiring the Authority's prior approval
- 3.8 Reporting obligations
- 3.9 Documents prepared by the Consultant to be the property of the Authority
- 3.10 Equipment and materials furnished by the Authority
- 3.11 Providing access to the Project Office and Personnel
- 3.12 Accuracy of Documents

### **4. Consultant's Personnel and Sub-Consultant**

- 4.1 General
- 4.2 Deployment of Personnel
- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Resident Project Director and Project Manager

4.7. Sub-Consultants

## **5. Obligations of the Authority**

- 5.1 Assistance in clearances etc.
- 5.2 Access to land and property
- 5.3 Change in Applicable Law
- 5.4 Payment

## **6. Payment to the Consultant**

- 6.1 Cost estimates and Agreement Value
- 6.2 Currency of payment
- 6.3 Mode of billing and payment

## **7. Liquidated damages and penalties**

- 7.1 Performance Security
- 7.2 Liquidated Damages
- 7.3 Penalty for deficiency in Services

## **8. Fairness and Good Faith**

- 8.1 Good Faith
- 8.2 Operation of the Agreement

## **9. Settlement of Disputes**

- 9.1 Amicable settlement
- 9.2 Dispute resolution
- 9.3 Conciliation
- 9.4 Arbitration

### **ANNEXES**

- Annex-1: Terms of Reference
- Annex-2: Deployment of Personnel
- Annex-3: Estimate of Personnel Costs
- Annex-4: Approved Sub-Consultant(s)
- Annex-5: Cost of Services
- Annex-6: Payment Schedule
- Annex-7: Bank Guarantee for Performance Security

## AGREEMENT

### Selection of consultant for Managing the operations of Incubation and Innovation Centre at BSCDCL

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 20..., between, on the one hand, the [President of India acting through .....] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (Hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- (A) The Authority vide its Request for Proposal for selection of consultant for managing the operations of Incubation and Innovation Center (hereinafter called the “**Consultancy**”) for the ..... Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) The Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated..... (The “**LOA**”); and
- (D) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

#### 1. GENERAL

##### 1.1. Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (f) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (g) Deleted

- (h) **“Government”** means the Government of .....
- (i) **“INR, Re. or Rs.”** means Indian Rupees;
- (l) **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- (m) **“Party”** means the Authority or the Consultant, as the case may be, and **Parties** means both of them;
- (n) **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- (p) **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (q) **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

## **1.2. Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3 Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) The Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

#### **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

#### **1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

#### **1.8 Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

## **1.9 Authority of Member-in-charge**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

## **1.10 Authorized Representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

## **1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **1.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### **1.2. Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### **1.3. Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

### **1.4. Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### **1.5. Entire Agreement**

1.1.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

1.1.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

### **1.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

### **1.7. Force Majeure**

#### **2.7.1 Definition**

- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A)



take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 1.1.2.No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

#### 1.1.3.Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### 1.1.4.Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 1.1.5.Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### 1.1.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or fail-

ure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

## **1.9. Termination of Agreement**

### **1.1.1. By the Authority**

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) The Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.9.2 by the Consultant**

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or

- (d) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) Remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) Reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) Except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **1.1. General**

##### 3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional tech-

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

niques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

#### 1.1.2. Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

#### 3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

### 3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) Was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) Was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing

to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Consultant**

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

(i) For any indirect or consequential loss or damage; and

(ii) For any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement.

### **3.5 Insurance to be taken out by the Consultant**

3.5.1 The Consultant shall, for the duration of this Agreement, maintain, and shall cause any Sub-Consultant to maintain at its own cost, adequate insurance as may be required under by statute/act in accordance with good industry practice.

### **3.6 Accounting, inspection and auditing**

The Consultant shall:

(a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with generally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and

(b) Permit the Authority or its designated representative with prior notice, and up to one year from the expiration or termination of this Agreement, to inspect the invoice, OPE related documents. The fee related to such audit will be borne by the Authority.

### **3.7 Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or

(b) Any other action that is specified in this Agreement.

### **3.8 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.9 Documents prepared by the Consultant to be property of the Authority**

3.9.1 Bidder will own the intellectual property rights in the deliverables created under this agreement and authority will have non-transferable license to use the deliverable for its own internal purposes.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents as working papers and also the information/documents which are automatically backed up in central servers. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10 Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority subject to 3.9.2.

## **4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2 Deployment of Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, subject to additional fee as may be specifically agreed between the parties in writing..

#### **4.3 Approval of Personnel**

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. Based on the requirement of the project, consultant may involve other resources while ensuring that all the resources are competent and have relevant experience.

#### **4.4 Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. If there is any change in Key Personnel, consultant shall ensure to substitute an equally or better qualified and experienced personnel.

#### **4.5 Sub-Consultants**

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

### **5. OBLIGATIONS OF THE AUTHORITY**

#### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) Facilitate prompt clearance through customs of any property required for the Services; and
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **5.2 Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

### **5.3 Changes in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

### **5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

## **6. PAYMENT TO THE CONSULTANT**

### **1.1. Cost estimates and Agreement Value**

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.1.4 All the cost incurred towards organizing, and implementing any event for Bhopal Living Labs shall be borne by BSCDCL to implementing agencies. Appointed consultant will only assist BSCDCL in conducting and managing the event.

### **6.2 Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **1.3. Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:-

(a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:

(i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

(ii) The Authority shall pay to the Consultant, only the undisputed amount.

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL



- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 5% (ten percent) of the Agreement Value.

#### **7.2.2 Liquidated Damages for delay**

In case of delay in submission of deliverables beyond two weeks from due date of submission of deliverable, liquidated damages not exceeding an amount equal to 0.5% (Zero point five percent) of the milestone payment per day, subject to a maximum of 10% (ten percent) of the milestone payment will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### **7.2.3 Encashment and appropriation of Performance Security**

**Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

### **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **8.2 Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **9.2 Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon [Secretary, ..... Department] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

**9.4 Arbitration**

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be Bhopal, Madhya Pradesh where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

**IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.**

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of		For and on behalf of	
Consultant:		Authority	
	(Signature)		(Signature)
	(Name)		(Name)

	(Designation)		(Designation)
	(Address)		(Address)
In the presence of:			
1.		2.	

Annex-1

**Terms of Reference**  
*(Refer Schedule 1 of RFP)*

(Reproduce Schedule-1 of RFP)

Annex-2

**Deployment of Key Personnel**

*(Refer Clause 4.2 of contract)*

(Reproduce as per Form-7 of Appendix-I)

Annex-3

**Approved Sub-Consultant(s)**

*Format to be defined by Consultant in agreement with Authority.*

Annex-4

**Cost of Services**  
*(Refer Clause 6.1 of contract)*

(Reproduce as per Form-2 of Appendix-II)



Annex-5

**Payment Schedule**  
*(Refer Clause 3.4 of RFP)*

Annex- 6

**Bank Guarantee for Performance Security**  
*(Refer Clause 7.1.2)*

To

[The President of India/Governor of .....]  
Acting through  
.....  
.....  
.....

In consideration of Bhopal Smart City Development Corporation Limited acting on behalf of the [President of India/Governor of .....] (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ....., having its office at ..... (Hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. .... dated ..... Valued at Rs. .... (Rupees .....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees .....) To the Authority for performance of the said Agreement.

We, ..... (Hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees .....) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

3. We, ..... (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [..... (indicate the date falling 365days after the Bid Due Date specified in the RFP)].

Dated, the ..... day of ..... 20

For .....

(Name of Bank)

(Signature, name and designation of the authorized signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## APPENDICES

APPENDIX-I

(See Clause 2.1.3)

**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**

(On Bidder's letter head)

(Date and Reference)

To,

.....  
.....  
.....

Sub: Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

Dear Sir,

With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL(the "**Consultant**"). The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 120 (ninety) days from the PDD as specified in the clause 1.8 of RFP.
16. A Power of Attorney/company's board resolution in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

18. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule -2 of the RFP. We agree not to seek changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder/ Lead Member)

APPENDIX-I

Form-2

**Particulars of the Bidder**

1.1	Title of Consultancy:
1.2	Title of Project: .....Project
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address:  Year of Incorporation: Year of commencement of business: Principal place of business:  Name, designation, address and phone numbers of authorized signatory of the Bidder: Name: Designation: Company: Address: Phone No.: E-mail address:
1.5	If the Bidder is Lead Member of a consortium, state the following for each of the other Member Firms:



	<p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Bidder, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Bidder/ or any of its Associates ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last two years? Yes/No</p> <p>(v) Has the Bidder or any of its Associates, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</b></p>
1.7	<p>(Signature, name and designation of the authorized signatory)</p> <p>For and on behalf of .....</p>

APPENDIX-I

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Bidder)*

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFP for Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

I/We hereby confirm that we, the Bidder (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that ..... (Insert Bidder's name) will act as the Lead Member of our consortium (if applicable).

I/We have agreed that ..... (Insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of .....

APPENDIX-I  
Form-4

**Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL(the "Authority"), including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I  
Form-5

**Financial Capacity of the Bidder**

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Professional Fee from Advisory and Consultancy Services (Rs)
1	2014-15	
2	2015-16	
3	2016-17*	
Average		
<p style="text-align: center;"><b>Certificate from the Statutory Auditor<sup>\$\$</sup></b></p> <p>This is to certify that .....(name of the Bidder) has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.</p> <p style="text-align: right;">(Signature, name and designation of the authorized signatory)</p> <p>Date:                      Name and seal of the audit firm:</p>		

<sup>\$\$</sup>In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

The above provided figures are required to be based on audited balance sheets of the bidder.

\*In case of absence of the audited balance sheets for the year 2016-17, provisional certificate from CS / CA will suffice.

APPENDIX-I  
Form-6

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a) **Technical Approach and Methodology**: Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.
- b) **Work Plan**: Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- c) **Organization and Staffing**: Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and relevant technical and administrative support staff.

Notes: Each Page of this form should be signed by the Authorized Signatory of the bidder firm with company seal

APPENDIX-I  
Form-7  
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N o.	Name	Expert's input (in person days per month)										Total time-input (in days)			
		Position		Mont h 1	Mont h 2	Mont h 3	..... .	Month.. .					Hom e	Fiel d	To- tal
<b>KEY PERSONNEL / SECTOR EXPERTS / SUPPORT TEAM / OTHER STAFF</b>															
1	{e.g., Mr. aaaa}	[Project Direc- tor]	[Home ]	[2 days]	[10]	[14]									
			[Field]	[20]	[12]	[8]									
2															
	<b>Subtot- al</b>														

Note:

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the clause 2.1.4.
- 2 Months are counted from the start of the assignment/mobilization. One working day shall be not less than 8 (eight) working-hours.
- 3 "Home" means work in the office of the expert's place of residence or Bidder's office. "Field" work means work carried out in the Authority's office or any place assigned by the Authority to carry out the services.
- 4 Form should be signed by the Authorized Signatory of the bidder firm with company seal

APPENDIX-I  
Form-8

**Particulars of Key Personnel**

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience
(1)	(2)	(3)	(4)	(5)
1.				
2.				
3.				
4.				

**Note:**

1. This form should be signed by the Authorized Signatory of the bidder firm with company seal.



APPENDIX-I  
Form-9  
**Assignments of Bidder**  
*(Refer Clause 2.2.2, B)*

	Name of company:
	Assignment name:
	Description of Assignment:
	Approx. value of the contract (in Rupees):
	Approx. value of the services provided by your company under the contract (in Rupees):
	Country:
	Location within country:
	Duration of Assignment/job (months) :
	Name of Client:
	In case of consortium, whether your company was Lead member or other consortium member:
	Total No of staff-months of the Assignment:
	Total No of staff-months provided by your company:
	Start date (month/year):
	Completion date (month/year):
	Name of associated Consultants, if any:

	Name of senior professional staff of your firm involved and functions performed.
	Description of actual Assignment/ provided by your staff within the Assignment:

**Note:**

1. Use separate sheet for each Assignment.
2. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.
3. Each Assignment should be signed by the Authorized Signatory of the bidder firm with company seal.



(Signature and name of the authorized signatory of the Bidder)

**Note:**

1. Use separate form for each Key Personnel.
2. Each page of the CV shall be signed by the Personnel and countersigned by the Authorized signatory of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-II

**FINANCIAL PROPOSAL**

Form-1

Financial Proposal for Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL, Bhopal

S.No	Job	Value in numbers (INR)
1	Providing Consultancy and Managing the operations of Incubation Center - Bhopal Living Lab (BLL) as per the terms and conditions mentioned in the RFP for the period of 3 years	

**Note:**

1. The Financial Proposal is to be submitted online only.
2. The Financial Proposal shall be exclusive of all taxes, duties and cess. Taxes, Duties and Cess shall be paid as per GST and other norms defined by Government of India at the time of actual payment.
3. The Financial Proposal shall take into account the following:
  - a. Consulting Fees for the Project Management Consultancy as per scope of work provided in TOR
  - b. All expenses for the boarding, lodging, salaries, out of pocket expenses, local transportation at Bhopal and travel to Bhopal for key personnel and other staff members deployed on project by the successful bidder for successful delivery of this project.
4. The Financial Proposal shall not take into account following:
  - a. All the expenses envisaged towards implementing any event (like Accelerator Program, Community Connect, Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCDCL)for Bhopal Living lab (BLL) – Incubation and Innovation Center.
  - b. Counsel fee, faxes, couriers and postage, collections and deliveries, subscriptions to special services and specifically required stationery and bulk photocopying, printing expenses for various events (like Accelerator Program, Community Connect, Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCDCL)at Bhopal Living lab (BLL) – Incubation and Innovation Center.
  - c. Expenses of media & promotion activities, on boarding & other related expenses of incubates, on boarding & other related expenses of mentors, on boarding & other related expenses of Industry partners, etc. incurred for events (like Accelerator Program, Community Connect,

Selection of Consultant to Manage the Operations of Bhopal Living Lab (BLL - Incubation and Innovation Centre) At BSCDCL

Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCDCL) at Bhopal Living lab (BLL) – Incubation and Innovation Center.

- d. This will also include various expenses like venue, transportation, food, etc. for events (like Accelerator Program, Community Connect, Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCDCL).
  - e. Travel, boarding, logging and accommodation expenses of key personnel and other staff members deployed on project by the successful bidder, if they are required to travel outside Bhopal to any other location / city for any activity related to events at Bhopal Living lab (BLL) – Incubation and Innovation Center or representing Bhopal Living lab (BLL) – Incubation and Innovation Center at any event as asked by BSCDCL.
5. All these expenses as mentioned in point number 3 of this section shall be borne by BSCDCL.
  6. In case of scenario, selected bidder is asked to incur any of the expenses as mentioned in point number 3 of this section. BSCDCL will reimburse such expenses on actual after submission of original receipts along with next scheduled payment.
  7. No escalation on any account will be payable on the above amounts.

---

**END OF DOCUMENT**