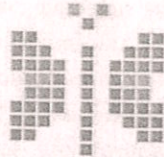


REQUEST FOR PROPOSAL

Name of the Work: Selection of Consultant to Manage the Operations of Bareilly Incubation Centre
under Bareilly Smart City Limited

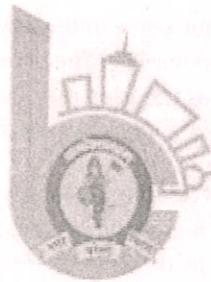


Smart City
MISSION TRANSFORM-NATION

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)



Employer:-Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

Email: ceo.bscl01@gmail.com



**BAREILLY SMART CITY LIMITED (BSCL)
BAREILLY (UTTAR PRADESH, INDIA)**



Ref No: -BSCL/2020-21/ 739

Date:- 12/02/2021

Bareilly Smart City Limited, Bareilly invites e-tender for the following projects: -

S. No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18% (Rs.)	Work completion Period	Bid Start Date
01	Construction of GIC Incubation and 400-Seater Auditorium Building in Bareilly with 1 year Defect Liability Period Under Bareilly Smart City Limited	68 Lakhs	29,500	12 Months	20/02/2021
02	Selection of Consultant to Manage the Operations of Bareilly Incubation Center under Bareilly Smart City Limited	2 Lakhs	11,800	36 Months	20/02/2021
03	Engineering, Procurement and Construction of 8.10 Kms of Major Road Development in ABD area on EPC mode with 1 Year Defect Liability and 3 years of Operation and Maintenance	1.36 Crore	29,500	12 months	20/02/2021

1.	Detailed NIT and Bid Document shall be available on: - https://etender.up.nic.in and http://www.bareillysmartcity.in
2.	Tender call notice in two Bid systems (Part- I: General & Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP.
3.	Amendment to NIT if any would be published on website only.
4.	In case of any queries on this RFP, intending bidders may contact THE GENERAL MANAGER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: - 0581- 25510074, 7055519602) or send an email to: ceo.bscl01@gmail.com

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly.

प्रकाशन हेतु नहीं

- सम्पादक, Hindustan Times (All Edition), Dainik Jagran (Local Edition)
इस अनुरोध के साथ कि अपने राष्ट्रीय संस्करण समाचार पत्र में उपरोक्त निविदा सूचना का प्रकाशन आगामी संस्करण में डी0ए0बी00पी0 दरो पर न्यूनतम स्थान में एक बार प्रकाशित करने का कष्ट करे तथा 04 प्रतियों के साथ बिल भुगतान हेतु प्रेषित करें ।
- आयुक्त महोदय, बरेली मण्डल, बरेली की सूचानार्थ ।
- नोटिस बोर्ड पर चस्पा हेतु ।
- कम्प्यूटर प्रभारी/ आई.टी0 एक्सपर्ट नगर निगम बरेली को इस अनुरोध के साथ प्रेषित कि उक्त निविदा सूचना को नगर निगम, बरेली की वेबसाइट पर प्रदर्शित करने का कष्ट करें ।

Chief Executive Officer,
Bareilly Smart City Limited, Bareilly

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Bareilly Smart City Limited (here forth referred to as BSCL in this document) 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 not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders 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 Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information they teach bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, 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 bidder (consultant/consultant/developer/Manufacturer/Supplier etc.) 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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSCL and 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 run just 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 BSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The BSCL 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 Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BSCL 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 BSCL 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 BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.

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BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)

Letter No. BSCL/2020-21/739-2

Dt. 12/02/2021

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Item rate bid for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part- I: General& Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the bidding after registering them on E-tendering portal <http://etender.up.nic.in>. Bidder can download the RFP from <http://etender.up.nic.in> after paying the tender cost through online payment in the name of **Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400**. Bidder will have to upload the scanned copy of transaction slip along with technical bid failing this; the Bid is liable to be rejected. The Bidder should deposit the Earnest Money online in above mentioned account number or through Bank Guarantee of Nationalized Bank in favour of Chief Executive Officer, Bareilly Smart City Limited. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrollment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No :-0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work completion Period
1.	Selection of Consultant to Manage the Operations of Bareilly Incubation Centre under Bareilly Smart City Limited	2 Lakhs	11,800	36 Months

TIME SCHEDULE FOR BIDDING

S.No	Description	Critical Dates	
1	Upload/Publish of RFP	20/02/2021	5:00pm
2	Bid start Date/Time of RFP	20/02/2021	5:00 pm
3	Pre-Bid Meeting	02/03/2021	5:00 pm
4	Bid Closing Date/Time of RFP	15/03/2021	3:00pm
5	Technical Bid Opening Date/Time	16/03/2021	3:00 pm
6	Financial Bid Opening Date/Time	To be notified	

- Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website www.bareillysmartcity.in (for view and download only).
- Subsequent corrigendum, if required, shall appear in these websites.
- Authority reserves the right to reject any or all the tenders without assigning any reasons
- Consultant who want to participate in bid must registered themselves on <http://etender.up.nic.in>
- For any other queries, please contact Nodal Officer, Bareilly Smart City Limited. Also, for any further queries, the bidders are advised to send an email to : ceo.bscl01@gmail.com

Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly.

PRE BID MEETING

DATE: 02-03-2021

TIME: 5:00 PM

ONLINE LINK: <https://meet.google.com/rfy-wxut-tse>

INTRODUCTION

Background

Bareilly is selected in fourth round of smart cities challenge under Government of India's (GoI) smart cities mission (SCM) to implement the smart city proposal (SCP). Bareilly 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.

Vision

Under the Smart City Mission the Bareilly Smart City Development Corporation Limited (BSCL) has identified solutions for the transformation of the city. These solutions include, Infrastructural as well as IoT based solutions, for which Incubation Center is planned to be set up. BSCL in its endeavor to develop Bareilly 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, Bareilly Smart City Development Corporation Limited (BSCL) has decided to develop "**Bareilly Incubation Center**" for the city. Through this center, Re- search Partner and Technology Partner along with BSCL will provide budding entrepreneur an eco- system 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:

INTRODUCTION

Bareilly Smart City includes a component focusing on augmenting the entrepreneurship in the city. Citizen Awareness and promoting small businesses play a vital role towards making a Smart City successful.

The Broad Components of this project are as follows:

- Setting up business incubators/accelerators for promoting entrepreneurship in colleges that would trigger and enable successful growth of sustainable startups in every sector/state of the country.
- A developing country needs entrepreneur who are competent to perceive new opportunities and are willing to incur the necessary risk in exploiting them. An entrepreneur can break the vicious circle of low income in a developing economy. Entrepreneurs and helping government can change a developing economy in developed economy. The tentative area required for a facility would be **10,000 sqft**.

OBJECTIVES

The Main objectives are described below for the Incubation Centre Project:

- Promoting entrepreneurs and job creators in the country addressing both commercial and social entrepreneurship opportunities in India and applicable globally.
- Speeding up the growth and success of start-ups and early stage companies.
- Encouraging women led incubators and entrepreneurial startups.

NEED

- A developing country needs entrepreneur who are competent to perceive new opportunities and are willing to incur the necessary risk in exploiting them.
- Entrepreneurs give a source of direct and indirect employment for many people in a country.
- Entrepreneurs mobilize the idle funds which lead to capital formation. The funds which are used by entrepreneurs is a mix of their own and borrowed. This leads to creation of wealth which is very essential for development of an economy.
- Small business promotion needs relatively low investment and therefore can be easily undertaken in rural and semi-urban areas. This in turn creates additional employment in these areas and prevents migration of people from rural to urban areas.
- The growth of industries and business in these areas lead to a large number of public benefits like road transport, health, education, entertainment and thus leads to more development of backward regions and thereby promotes balanced regional development.
- They also promote country's export business, i.e. an important ingredient to economic development.

SCOPE

The scope of the project would be:

- Setting up business incubators which provide
- Technological facilities and advices
- Initial growth funds, network and linkages
- Co-working spaces
- Lab facilities
- Mentoring and advisory support innovative start-up businesses in their pursuit to become scalable and sustainable enterprises.
- Selection of Consultant to manage the operations of Bareilly Incubation Centre under Bareilly Smart City limited is required to provide/manage the following:

Managed Office space including offices or workshop space on an affordable basis	
Conference and meeting rooms	Test Labs and Environment
Network services such as providing links and relationships with other organizations that can promote and sustain the interests of the incubatees	
Arrange link ups with Mentors and angel investors	

RFP PART-I: SECTION-I

SHORT TERMS AND DEFINITIONS

1. The words "Nagar Nigam, Bareilly", "BSCL", or "Employer" mentioned in the RFP shall mean explicitly /implicitly, Bareilly Smart City represented through its CHIEF EXECUTIVE OFFICER and shall also mean other official(s) concerned of BSCL formally or informally declared/advised/instructed by CHIEF EXECUTIVE OFFICER to act and perform the duties of BSCL on behalf of, CHIEF EXECUTIVE OFFICER" for any parts(s)/Portion(s) of the work or for the whole work. The word, BSCL shall also mean the various, committees of BSCL.
2. "Bidder" means an entity submitting the proposal.
3. "Govt." or Govt. of Uttar Pradesh OR Urban local bodies or any other Dept." Or its subordinate functionaries/ organizations/agencies mentioned in this RFP shall have the same meaning, implication and power to intervene in this work as understood/implied from the corresponding clauses of this RFP where the above terminologies appeared/mentioned.
4. After the tender is finalized and accepted the words/ expression; selected bidder, selected consultant, selected Consultant, consultant, Consultant, Successful bidder mentioned in this RFP shall have the same meaning and shall, ordinarily, mean/be understood as "consultant".
5. The words, contract, Contract, Agreement, agreement appearing in this RFP shall mean agreement.
6. The words, "work", "Work" and "works" shall have the same meaning unless otherwise mentioned in this RFP.
7. Clarification(s) on other terminologies, if any required, shall be issued as and when necessary.
8. "Last three financial years" means 2016-17, 2017-18, 2018-19.
9. The "Estimated cost" means cost of the entire project inclusive of all services to be provided.
10. "Similar Work" means "Experience in management of incubation center projects."

RFP PART-I: SECTION-II
Detailed Tender Notice

The bid shall be submitted online in two parts namely;

- Pre-Qualification Criteria and Technical Eligibility
- Financial Bid

a. Prequalification Criteria

S.No	Pre- Qualification criteria	Supporting document
1	The bidder must be a Proprietor/ Partnership Firm/ LLP/ Society / Cooperative Society company registered in India	Each intending Bidder may be a natural person/ sole proprietorship/ Company/ Partnership firm/ LLP/ A society, established under Societies Registration Act, 1860 / A cooperative society, established under Cooperative Societies Act, 1912, Multi- State Cooperative Societies Act, 1984 having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates.
2	Average annual turnover of bidder from providing consultancy services should be at least Rs. 60 Lakhs the last three financial years ending on 31st March 2019	Copy of audited financial Statements For last 3 financial years. Certificate from CA for revenue from consulting.
3	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 Orders & Work completion certificates.
4	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry /State /Central Govt/ UT of Administration/ Semi-Government Organization/ PSU.	Self-Attested Declaration by Authorized Signatory (format Annexure VII)
5	The bidder should have a valid GSTIN, PF Registration and PAN card.	Copy of the certificate of GSTIN, PF registration and PAN Card.
6	Tender fee	Scanned Copy of transaction slip / receipt of RTGS/NEFT to be submitted online
7	Tender EMD	Scanned Copy of transaction slip/receipt of RTGS/NEFT to be submitted online
8	“Similar Work” means “Experience in management of incubation center projects.”	

NOTE: Proposals not conforming to the above requirements shall liable to be rejected.

b. Technical Eligibility

The bidders are required to meet the below mentioned eligibility criteria. Relevant document as specified above have been attached.

S.NO.	Parameter	Required Document
1	Company Competence	Audited Financial Statement/Auditor Certificate to be submitted.
2	More than 10 years of operations in India.	Self-certificate on company's letter head duly signed by authorized signatory.
3	Bidder should also have experience of working in the capacity of PMC (Project Management Consultant) in India appointed by any government body/ State Government/ any third parties like The World Bank, DFID, NICSI, etc. Bidder may be the lead bidder for a particular project or as a consortium partner	Bidder is required to submit copies of work order / agreement / Client Certificate along with citation.
4	Bidder should have experience of setting up and operating at least 1 In-house Incubation Centre in India. Bidder is required to submit self-declaration for this criterion with information like – Name of Center, area of Center, purpose of the center, 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.	Proof of experience in the form of client citations/work orders to be submitted.
5	Qualifications, & experience of the team proposed to be associated exclusively for current requirement by BSCL.	Qualification and experience certificates duly attested from competent authority.

Technical bid evaluation will be completed prior to any financial bid is being opened. Any condition of the Bidders sent along with the bids, if any, shall not be binding on Bareilly Smart City Limited and liable to be rejected. Bids will be evaluated by an Evaluation Committee formed by BSCL.

Financial Bid

Financial bids of only the short-listed Bidders who achieve technical qualifications and minimum score shall be opened. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of prequalified Bids along with their technical scores will be read out.

The rates mentioned in the financial bid are to be mentioned in words as well as in figures. In case of any deviation, the rate quoted in words will be accepted.

a. Financial Eligibility Criteria / Selection Process

The financial Bid will be opened only if the bidder successfully qualifies the technical Bid round. Evaluation criteria explained below. 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 (ST)

Note: 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 section IV of this RFP.
 - b. All expenses for the boarding, logging, salaries, out of pocket expenses, local transportation at Bareilly and travel to Bareilly for key personnel and other staff members deployed on project by the successful bidder for successful delivery of this project.

The Financial Proposal shall not take into account following:

- a) All the expenses envisaged towards implementing any event (like Accelerator Program, Community Connect, Mentorship Program, Corporate Innovation Program or any other event as envisaged for Bareilly Incubation 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, Mentorship Program, Corporate Innovation Program or any other Bareilly Incubation 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 event as envisaged at Bareilly Incubation Center.
- d) 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 Bareilly to any other location / city for any activity related to events at Incubation Center or representing Bareilly Incubation Center at any event as asked by BSCL.

CRITERIA FOR EVALUATION

Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of Scope of work, 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) marks shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

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.

Criteria	Marks	Parameter
Annual Turn Over	20	Average Annual Turnover for the last three financial years (FY 2017-18, FY 2018-19, FY2019-20): <div style="text-align: center;"> <p>≥ 1 Cr. and ≤ 5 Cr (10 Marks)</p> <p>≥ 5 Cr < 10 Cr (15 Marks)</p> <p>≥ 10 Cr (20 Marks)</p> </div>
Project experience of the Bidder	20	The Bidder carrying 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. Bidder is required to submit self-declaration for this criterion including information on Name, Area, Purpose, Date of start of Operation and address of Incubation Center. This declaration is to be duly signed by Authorized signatory along with case study and supporting documents like Photographs, newspaper clipping, etc. Copy of Work order / MoU / Agreement / Client Certificate is to be submitted along with citation. <div style="text-align: center;"> <p>Minimum 2 Projects (10 Marks)</p> <p>2 - 4 Projects (15 Marks)</p> <p>More than 4 Projects (20 Marks)</p> </div>
	10	Bidder having experience of organizing events 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. <div style="text-align: center;"> <p>> 2 Events (5 Marks)</p> <p>> 4 Events (10 Marks)</p> </div>
	10	Bidder having experience of similar work in the capacity of Consultant in Smart Cities of India appointed by any government body/ State Government/ any third parties like The World Bank, DFID, NICSI, etc. Bidder may be the lead bidder for a particular project or as a consortium partner. For this criteria bidder is required to submit copies of work order / agreement / Consortium agreement / Client Certificate along with citation. <div style="text-align: center;"> <p>Minimum 1 Project (5 Marks)</p> <p>More than 1 Project (10 Marks)</p> </div>
Understanding, proposed methodology and work Plan	20	Evaluation will be based on the quality of submissions and relevance to terms of reference Approach and Methodology along with detailed work plan for the appointed consultant (20 marks)
Relevant Experience of the Key Personnel	20	Project Director (4 Marks) <ul style="list-style-type: none"> 50% for meeting the qualification, 50% for experience
		Onsite Project Lead (4 Marks) <ul style="list-style-type: none"> 50% for meeting the qualification,

		<ul style="list-style-type: none"> • 50% for experience
		Project Consultant (4 Marks) <ul style="list-style-type: none"> • 50% for meeting the qualification, • 50% for experience
		ICT Expert (4 Marks) <ul style="list-style-type: none"> • 50% for meeting the qualification, • 50% for experience
		Marketing Manager (4 Marks) <ul style="list-style-type: none"> • 50% for meeting the qualification, • 50% for experience

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.

1. Evaluation of Financial Proposal

- 1.1. In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score (SF) as specified in clause 1.3
- 1.2. For financial evaluation, the total cost indicated in the Financial Proposal as specified in Form -2 of Appendix-II, will be considered.
- 1.3. 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 (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows:

$$SF = 100 \times FM/F \quad (F = \text{amount of Financial Proposal})$$

Combined and final evaluation

2. Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times Tw + SF \times Fw$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

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

RFP PART – I: SECTION –III
GENERAL CONDITIONS OF THE RFP/CONTRACT

1. **GST number required:** The bidder should have a valid GST number. Failure to comply with this instruction shall render his/ her / there in complete and shall be rejected with other punitive action against the said as deemed fit by BSCL. In any change or amendment made by the Government will be applicable according the instructions.
2. **Incomplete Tender(s) and Seeking Clarification(s):** Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation if felt necessary by BSCL that, further clarification(s) is/are required on any document(s) submitted by any bidder(s) then BSCL may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s) , as BSCL may decide just & proper for completion of the procedure(s).The result(s) of this/these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalization of the corresponding tender(s) of the bidder(s) or on the tender for the work.
3. **No Claim for Bidding/Cancellation of Tender, etc.:** No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.
4. **Understanding the RFP Before Bidding:** The consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid (RFP Part-II), which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and commissioning of the works. The tender amount accepted by BSCL with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.
5. **Work Program:** The selected bidder shall submit Strategy plan during signing of the agreement. The same shall be approved with necessary modifications, if any, by BSCL. However, BSCL shall reserve the right to modify the sequence of execution of different items/components/sub-items of the project as and when found necessary & in such cases it will be obligatory on the part of the selected bidder to abide by such changes in strategy plan as per direction of BSCL. No claim and/or condition should either be put forth in any manner by the selected bidder or shall be acceptable to the BSCL.
6. **Urgent work:** If any urgent work in the opinion of BSCL becomes necessary to be executed and the consultant is unable and unwilling at once to carry out, The BSCL may be on its own or through other Consultant carry it out, as it may consider necessary. All incurred on it shall be recoverable from the consultant or shall be adjusted against any sum payable to the consultant.

7. Change(s) in Name and Constitution of the Consultant: Any change(s) in the name/constitution of the consultant, shall be forthwith notified by the consultant to BSCL for information. In case of failure to notify the change(s) within 15 days, BSCL may, by notice in writing, rescind the contract and the security deposit of the consultant shall, thereupon, stand forfeited and be absolutely at the disposal of BSCL and, the same consequences shall be ensured as if the contract had been rescind thereof and in addition the consultant shall not be entitled to recover or to be paid for any work thereof actually performed under the contract.

8. PERIOD OF CONTRACT: The tender for Selection of Consultant to Manage the Operations of Bareilly Incubation Centre for Bareilly Smart City limited, Bareilly, shall be allotted for a period of 36 months (three years) this include consultancy for which an agreement with the successful bidder shall be signed as per **ANNEXURE-III** and the conditions described herein shall also be part of the agreement.

- The successful bidder(s) shall execute an agreement/contract for the fulfilment of the contract on non-judicial stamp paper of appropriate value in the format enclosed, within ten days from the date of issuance of work award letter on acceptance of the tender. Contractor shall have to furnish 10% of Security deposit at the time of signing the agreement including EMD deposited along with the tender.
- The incidental expenses of execution of agreement/contract shall be borne by the successful bidder.

The conditions stipulated in the agreement/contract should be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the BSCL and forfeiture of security deposit with BSCL.

9. Rescission of Contract: Subject to other provisions contained in this RFP or in the agreement, BSCL may, without prejudice to any other right or remedy available to the consultant in respect of any delay/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

- If the consultant having been given by BSCL a notice in writing to rectify, reconstruct or replace any key personnel or that the key personnel is being performed in an inefficient or otherwise improper manner shall omit/ fail to comply with the requirement of such notice for a period of seven days thereafter.
- If the consultant being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.
- If the consultant has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of CHIEF EXECUTIVE OFFICER (which shall be final and binding) he will be unable to secure completion of the work by the due date of completion and continues to do so after a notice in writing of seven days from Chief Executive Officer, BSCL.
- If the consultant fails to follow and comply with the relevant provisions this RFP and/or agreement.

- If the consultant fails to complete the work within the stipulated date or items of the work with individual date of completion. If any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

When the Consultant has made himself liable for action under any of the cases aforesaid, BSCL shall have the power to rescind the contract (of which rescission notice in writing to the consultant under the hand of CHIEF EXECUTIVE OFFICER shall be conclusive evidence), 20% of the value of the left over work will be realized from the consultant as Penalty in addition to other punitive measures deemed fit by BSCL including debarring the consultant from participating in BSCL Tenders at least for 3 years, blocking his/her/their Digital Signature Certificate(DSC) in the e-procurement portal and recommending the corresponding License Issuing Authority not to renew the license of the consultant. In case of rescission of contract, the consultant shall have no claim for compensation for any loss sustained by him by reasons of having purchased or procured any materials/equipment or entered any engagement on account of or with a view to execute the work/ performance of the consultant.

10.Black Listing: A consultant may be black listed for: -

- Misbehavior/ threatening of Departmental & supervisory officers during execution of work/tendering process.
- Involvement in any sort of tender fixing.
- Constant non-achievement of milestones on insufficient and imaginary grounds and non- adherence to quality specifications despite being pointed out.
- Persistent and intentional violation of important conditions of contract.
- Security consideration of the State i.e., any action that jeopardizes the security of the state.
- Submission of False/ fabricated/ forged documents for consideration of a tender.

In case a consultant is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the State.

11.Force Majeure

Neither the consultant nor BSCL shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accidental fire, cyclone, flood, earthquake or because of any law and order proclamation, regulations or ordinance of the Government thereof or because of an act of god or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the further execution of the contract for mutual settlement.

12. Jurisdiction for Legal Dispute

That for the purpose of jurisdiction in the event of issue, if any, the contract should be deemed to have been entered in front of CEO, Bareilly Smart City Limited, Bareilly will be final authority to resolve the dispute.

13. 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.

14. 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.

15. Substitution of the Project Director will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement.

16. 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 10 (Ten) 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.

17. 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.

RFP PART – I: SECTION –IV

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 in developing/establishing Bareilly Incubation Center (BIC) in first 3 months of this engagement. After which consultant will run the operations of Bareilly Incubation Centre (BIC) for 33 months. Total Duration of this project will be 36 months. The Consultant appointed will also be responsible for the tie-ups with various Industry firms, Academic Institution, Angel Investors, Legal & Accounting Firms, and Marketing Firms etc.

The project will be developed on the **Hub and Spoke** Model. The **Hub** will be in the proposed Incubation Center in the land of Government Inter College, Bareilly. And the **Spoke** will be the small offices in other locations of the city for awareness / counseling and preliminary understanding of the incubation project among the citizens.

The selected Consultant will have to develop the Hub at Incubation center at GIC Campus, Bareilly where the work shall be divided in two Parts:

1. Consultancy for Infrastructure Development of Incubation Centre at GIC Campus, Bareilly.
2. Consultancy for the processes to Invite Incubatees and mentor them.

For the Infrastructure Development the consultants shall Work with BSCL to guide them regarding the Planning and submit their Design Suggestion for the Centre. Once the Design is finalized. The **Hub** shall be developed at GIC campus.

On Successful Physical Construction of the Incubation Centre the Consultant will suggest and help in the manpower deployment for operation of Hub. Along with the successful implementation of the Hub model the consultants shall be required to setup the **Spoke** in other locations of Bareilly, so that more and more incubatees can be identified and encourage.

The Consultant shall liaise closely with the civil work vendor of Bareilly Incubation Centre at GIC campus for the setting up Incubation center by giving consultancy services. Which shall also include inputs on material selection, working drawings, Interior layout etc. required for the satisfactory completion of work as per BSCL.

During the construction period of the Incubation Center Building the consultant shall be responsible for the identifying the potential incubatees by organizing the events, awareness campaign through different mediums. Which would include but not limited to site visits to various organizations, offices, establishments, institutes etc, contacting probable investors, startup aspirants etc.

The broad objectives are outlined as under:

- a) Setting up Innovation & Incubation Center laced with cutting age equipments.
- b) Identification of potential entrepreneurs.
- c) Providing technical assistance to incubatees in the development of processes, technology and products along with managed workspace.
- d) Provide assistance to BSCL and incubates in execution of below mentioned services:
 - o **Business Modeling services** to help incubates make a business plan
 - o **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 etc.** This will help in creating an ambient environment for the incubatees.
- f) **Assist in conducting events, workshops, competitions, road shows etc.** to support the ecosystem for BSCL. All the events etc. have to be approved by BSCL prior to the event. All the expenses towards executing these activities will be borne by BSCL.

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

- **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 BIC, 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 BSCL.

Expected Program at BIC: There are various kinds of programmes proposed to be conducted at BIC. Following is the list of some of the kinds of programmes BSCL plans to conduct at BIC:

- **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 BIC 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 BSCL.

Roles and Responsibilities

Successful Bidder

a) Furnish/ Setup the Start-up incubator with the following features:

- Seating Capacity with modern furniture and office chairs along with the Interior and Civil Works
- The Detailed Drawings of the Civil Works, Interior Works and Furnishing Works have to prepared and submitted by the successful bidder.
- Dedicated Lease Line Internet Connection with 15 mbps bandwidth
- Mini Cafeteria with refreshments and tea / coffee machine
- Fully Air Conditioned
- Wi-Fi Internet
- Event Area/Common area/Recreational activity area as the requirement.
- Dedicated Mentoring Rooms

b) Operation and Management of the Incubation Centre for 3 years: The Selected bidder should deliver the following services:

i. Incubation Strategy and Business Model

- Mention the area/sector for establishing the Incubation Centre.
- Undertake all marketing activities for building and promoting entrepreneurship.
- Run various events including mentoring, pitching evenings, and social gathering for building the network of entrepreneurs and accordingly deploy an organizing team for the same.
- One start-up 3 days program/workshop/conclave every six months at the proposed Incubation Centre.
- One Mentoring Session per month with noted mentor.
- Raise sponsorships for sustaining network development activities.
- Maintain a list of all its members/participants, event calendar and financial information through a real time platform which will work through a website.
- Appoint and Train a dedicated start-up Incubator Director/manager for managing the start-up incubator, Setup and execute rules and guidelines.
- Pay all the running expenses related to Utilities, Housekeeping, internal maintenance, Office boys and internet, pantry
- Provide access/connect to Angel Networks/funds for the funding requirements of the budding entrepreneurs
- The bidder have to take the Approval from BSCL before organizing any event within 15 days (before the event) like, approval on the list of engagement of mentors, type of events/sessions to be organized etc.

ii. Tabulation of year wise composition of attainable targets (3 years)

- Number of incubates (individual/group) to be admitted
- Number of incubates expected to be graduated year wise
- Number of new products/technologies developed/innovations to be commercialized

The Bidder may utilize CSR Funds. However, the responsibility to arrange such funds will be only on Bidder on prior approval from BSCL.

Detailed Scope of Services of Consultant

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

1. The Consultant shall prepare the Detailed Project Report for the incubation center in the city.

The consultants shall have to submit a DPR (detailed project report) for the functioning of the Incubation centre. The report shall be divided in two parts.

- a) First part of report would focus on the Setting up and development operation relating to the Hub.
- b) Second part of the report shall be focused on the Development and setting up of Spoke, Smaller centers in other locations of the city, which will be directed and managed by the Hub (2nd part of report would be Spoke set up and operations).

The DPR shall contain all the tangible course of action that will be taken by the Consultants such as the Curriculum adopted to train Incubatees and step by step implementation schemes.

The report shall have detailed cost estimation of the expenses that will occur while running the Centre which shall include costing for Workshops, Seminars and Mentorship Costs and all the associated Manpower costing.

The report should consist of Design of the financial analysis framework of the facility to be self-sustaining and determination of long-term self-sustainability of the proposed facility and potential funding sources for creation of the facility as well as operations.

2. The Consultant should provide a structure and implementation plan to address the objectives of the project.

- 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 (Key Performance Indicators (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.
 - 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 Incubatees
 - 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 BSCL 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. Consultant 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/progress 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 BSCL. Expenses for implementing / executing such events will be borne by BSCL 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.

Each Incubatee will deposit a nominal fee after 6 months from the Date of signing to the date of commercial launching of the project to BSCL and after having successful venture of the Incubatee will share 1% royalty on the turnover for a period of one year with BSCL. The Nominal fees shall be approved by the BSCL.

Key Personnel required

1. Time Frame for the Assignment

The time for completing the Assignment would be 6 months.

2. 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 to appoint in the inception period (3 Months):

S.no.	Discipline	Minimum Qualification	Minimum Experience	No of Resources Required	Expected Minimum Deployment during the project tenure
1.	Project Director	B.E./B.Tech/ MBA	<ul style="list-style-type: none"> Minimum 10 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-least 1 years. 	1	Minimum 3 days per Month
2.	Onsite Project Lead	BE/ B.Tech/ MBA	Minimum 7 years' industry experience in the field of Innovation and Incubation center setup / operations and maintenance.	1	Full Time
3.	Project Consultant	BE/ B.Tech /Sector Experts	Minimum 3 years' experience industry experience.	2	Full Time
4	ICT Expert	BE/B.Tech/MCA	Minimum 3 years' Experience in Industry	1	For 365 Days
5	Marketing Manager	BE+PGDM/MBA	Minimum 7 years' Experience in Industry	1	Minimum 2 days per fortnight

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.

Output, Deliverables, Payment Terms

The following outputs/deliverables 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) Maximum Payment for 3 Years
1	Signing of contract		T1	Nil
2	Submission of "Detailed project report with Target Operating Model" This report will comprise of Governance Mechanism, Operating Models for various events, schemes and programmes, and progress reporting metrics.	3 Hard copy with soft copy over email	T1+2 Months	5%
2.1	Implementation Support Monthly Progress Report	3 Hard copy with soft copy over email	T2+32 Months	
3.1	Selection of Incubates Selection of incubates per year output based Minimum 10 incubatees per year (5% Per Year) Minimum 20 incubatees per year (10% Per Year)			30 %
3.2	Mentoring/Training/Meeting/Orientation Achieving the market acceptance of incubates 1 st Year – 20% of Total Incubatees – 5% Payment 2 nd Year – 30% of Total Incubatees – 10% Payment 3 rd Year – 50% of Total Incubatees – 15% Payment			30 %
3.3	Organizing mentoring sessions/Seminar/Training programs (Minimum 30 Sessions per Year) (3.3% per Year)			10%
3.4	Funding (Seed Funding/ Venture Capital Funding) 1-5 Incubatees (2.5% per Year) More Than 5 Incubatees (4.16% per Year)			20%
3.5	Monitoring/ Followup On Achieving Turnover by the Incubatees Venture after successful launching.			5%

Note: If the consultant does not achieve the stipulated target then the pro-rata payment shall be made as per the percentage of progress achieved and the deduction shall be done as per the decision taken by BSCI.

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 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 and 30 days for all other payments.
- Manpower billing shall be done once the Incubation starts and the manpower is recruited at the site.

Procedure for Monitoring & Review of the Assignment

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

The Consultants will be provided space in the office of BSCL 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.

Monthly Progress will be assessed based on below KPIs. (Minimum expectation may be defined basis mutual consent with Authority. Any central benchmark study can be referred for revision)

S.No.	KPI	Monthly / Quarterly / Half yearly / Yearly	Minimum Expectation
1	Number of Enquires		
2	Number of Enquiries Turned into Tenants		
3	Size of Network (total connections) (MoU signed with Institutes / Organizations for Mentorship Support / Infra Support etc)		
4	Amount of funding generated for the Incubation center (Including % of Revenue from Public Subsidies, CSR etc.)		
5	Employment Generated (%)		
6	Patents Granted		
7	Incubatee Profit Growth (%)		
8	Incubatee survival rate (Graduated / Successful Exit)		
9	Number of Events conducted along with number of attendees.		
10	Average Annual Operating Costs		
11	Incubatee satisfaction level		

Note: Minimum expectations from above KPIs will be set by advisory board after submission and review of "Target Operating Model Report". In case the bidder could not meet the minimum expectations in defined frequency, it will trigger penalty of 1.5% against the KPI to successive quarterly payment

RFP PART-I: SECTION-V

Instructions to Bidders (ITB)

Scope of Proposal

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.

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.

Key Personnel

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

S No.	Key Personnel
1.	Project Director
2.	Project Guide

Conflict of Interest

In the event of a conflict of interest, the Bidder is required to obtain confirmation of 'no objection' from the Bareilly Smart City Limited in order to bid. Conflict of interest exists in the event of:

1. The supply of services, equipment or works whose specifications were prepared by the Bidder (individuals and organization's);
2. The successor to a previous assignment executed by the Bidder (e.g. implementation of a project for which the Bidder has conducted a feasibility assessment);
3. Conflicting assignments, typically monitoring and evaluation / environmental assessment by the implementation Bidder;
4. Bidders, suppliers or contractors who are filling, or whose personnel or relatives are filling a post with Bareilly Smart City Limited e.g. advisory role, team leader;
5. Bidders, suppliers or contractors (individuals and organization's) who have a business or family relation with a Client staff member directly or indirectly involved in the preparation of the ToR, specifications, related recruitment or supervision, and Practices prohibited under the anticorruption policy of the Government of India, the Government of Uttar Pradesh or Bareilly Smart City Limited.

Disclosure

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Bidder or termination of its Contract.

Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited

to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

Bidder's must disclose if they or any of their sub-Bidders have been convicted of, or are the subject of any proceedings relating to:

A criminal offence or other serious offence involving the activities of a criminal organization, or where they have been found by any regulator or professional body to have committed professional misconduct;

Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract, with Bareilly Smart City Limited, any other donor of development funding, or any contracting authority; Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

Anticorruption

A recommendation for award of Contract will be rejected if it is determined that the recommended Bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases Bareilly Smart City Limited will declare the Bidder ineligible, either indefinitely or for a stated period of time, from participation in Bareilly Smart City Limited-financed activities, and Bidders will be blacklisted by the BSCL.

Only one Proposal

Bidders shall submit one bid only.

Preparation of Proposals Language of Proposals

The Proposal and all related correspondence exchanged between the Bidder and the Client shall be written in the English language. Supporting documents and printed literature that are part of the Proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Instructions for submission of Proposal

These instructions should be read in conjunction with information specific to the consulting services contained in the Covering Letter, Data Sheet and accompanying documents. Proposals must be received before the deadline of the tender. Proposal must be submitted online only.

Documents comprising the Proposal

- The Technical Proposals will be opened at the date and time specified.
- The Financial Proposals for all qualifying Technical Proposals will be opened at a date and time intimated after technical evaluation.

Submission instructions

The Bidder shall submit Technical and financial Proposals using the appropriate submission sheets provided at the end of this RFP. These forms must be completed without any alteration to their format, and no substitutes will be accepted. All fields shall be completed with the information requested.

Taxes

Prices in Financial bid should be inclusive of all applicable taxes, duties, levies etc.

Currency of the Proposal

Proposal prices shall be quoted in INR.

Proposal Validity

- Proposals shall remain valid for the period of 120 days in the Data Sheet commencing with the deadline for submission of Technical and Financial Proposals as prescribed by the Client.
- A Proposal valid for a shorter period shall be considered non-responsive and will be rejected by the Client.
- In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request. A Bidder granting the request shall not be required or permitted to modify its Proposal.
- During the Proposal validity period, Bidders shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period.

Format and Signing of Proposals

- These instructions should be read in conjunction with information specific to the assignment contained in the Letter of Invitation, Data Sheet and other accompanying documents.
- The Technical Proposal & Financial Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall be attached to both the Proposals. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposals, except for unamended printed literature, shall be signed or initialized by the person signing the Proposals.
- Any interlineations, erasures, or overwriting shall be valid only if signed or initialed by the person signing the Proposal.

Deadline for Submission of Proposals

- Proposals must be submitted to the address specified and delivered on or before the time specified.
- BSCL may, at its discretion, extend the deadline for the submission of Technical and Financial Proposals by amending the RFP, in which case all rights and obligations of the Client and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.
- From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation and ranking of Proposals, and recommendation for award of Contract, may result in the rejection of the Proposal.

Opening of Proposals

The Client will open Technical Proposals on the date and time specified in the RFP.

Opening of Financial Proposals

All Bidders who qualify the technical bid shall be informed in writing, or through standard electronic means, of the date and time for opening of their Financial Proposals. No Proposal shall be rejected at the Financial Proposal

opening.

The Financial Proposal shall be submitted online only and digitally signed, clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Representative.

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 Bareilly and travel to Bareilly 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/ BSCL) for Bareilly Incubation Center(BIC) – 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/ BSCL) at Bareilly Incubation Center(BIC) – 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, Idea- thon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCL) at Bareilly Incubation Center (BIC) – 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/ BSCL).
 - 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 Bareilly to any other location / city for any activity related to events at Bareilly Incubation Center (BIC) – Incubation and Innovation Center or representing Bareilly Incubation Center (BIC) – Incubation and Innovation Center at any event as asked by BSCL.
3. All these expenses as mentioned in point number in this section shall be borne by BSCL.
4. In case of scenario, selected bidder is asked to incur any of the expenses as mentioned in this section. BSCL 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.

Undue Influence

Any attempt by a Bidder to influence the Client in the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions may result in the rejection of its Proposal.

Clarification of Proposals

To assist in the examination, evaluation, comparison and post-qualification of Proposals, the Client may, at its discretion, ask any Bidder for a clarification of its Proposal. Any clarification submitted by a Bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification, and the response,

shall be in writing. No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Proposals, if required.

Non-conformities, Errors and Omissions

1. The Client may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.
 2. The Client will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
 3. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the winning Bidder does not accept the correction of errors, its Proposal shall be disqualified.

Client's right to accept any Proposal, and to reject any or all Proposals

The Client reserves the right to accept or reject any Proposal, and to annul the bidding process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Award of Contract Notification

Prior to the expiration of the Proposal validity period, the Client shall notify the successful Bidder, in writing, that its Proposal has been accepted. At the same time, the Client shall notify all other Bidders of the results of the bidding.

Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

Negotiations

- The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications, if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.
- The successful Bidder will confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice.
- Negotiation will include both technical and financial negotiation, depending on the needs of the Client.

Signing of Contract

- Promptly after notification, the Client shall send to the successful Bidder the Contract and the Special

Conditions of Contract.

- Pursuant to negotiations, the successful Bidder shall sign, date, and return the Contract, along with necessary supporting documents, to the Client.
- All formalities of negotiation and signing of contract will be completed within twenty-five (25) days of notification of award.

Earnest Money Deposit (EMD)

Bidders shall submit along with the Proposal an EMD of **Rs.2,00,000 (Rs. Two Lakhs only)** through RTGS/ NEFT / Bank Guarantee of Nationalized Bank in favour of Bareilly Smart City Limited, A/C No. : 0294001100000836, Name of Bank: Punjab National / Bank, Branch: Pilibhit By-Pass Road, Bareilly, IFSC Code: PUNB0613400. The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the bid of the selected Bidder or when the bidding process is cancelled by Bareilly Smart City Limited, Bareilly.

The EMD shall be forfeited;

- If a Bidder withdraws its bid during the period of bid validity.
- In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP document.

RFP PART-I: SECTION-VI

Annexure I: Power of Attorney for Signing of Bid

I/We..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms. (Name), son/daughter/wife of..... and presently residing at....., who is presently employed with us and holding the position ofas our true and lawful attorney (herein after referred to as the "Attorney") 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 Bid for the..... (Name of the project)(the "Project")including but not limited to signing and submission of all bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including this Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and /or upon award thereof to us and/or till the entering into of this Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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 HAS EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..... 2020.

For

For

(Signature, name, designation and address)

(Signature, name, designation and address)

Witnesses

1.

2.

(Notarized)

Accepted

..... (Signature)

Person identified by me / personally appeared before me /signed before me /Attested/Authenticated

(*Notary to specify as applicable) (Signature, name and Address of the Notary) Seal of the Notary

Registration Number of the Notary

Date: _____

Annexure II: Draft Letter of Award

To,

Sub: - Letter of Award (LOA) for "Selection of Consultant to Manage the Operations of Bareilly Incubation Center (Incubation and Innovation Centre) for Bareilly Smart City limited, Bareilly."

Dear Sir,

(1) We refer to your Bid, dated _____, 2021 submitted in response to the invitation for Bids for "Selection of Consultant to Manage the Operations of Bareilly Incubation Center (Incubation and Innovation Centre) for Bareilly Smart City limited, Bareilly."

(2) Bareilly Smart City Limited, Bareilly (BSCL) is pleased to inform you that your Bid dated.....2021 for "Selection of Consultant to Manage the Operations of Bareilly Incubation Center (Incubation and Innovation Centre) for Bareilly Smart City limited, Bareilly. for Bareilly Smart City Limited, Bareilly (BSCL)" has been accepted by BSCL. You have been selected as the Preferred Bidder for the Contract Price of Rs..... /-In words () (Herein after referred to as the "Contract Price") subject to fulfillment of all terms and conditions specified in the bid document. The Contract Price mentioned above will be inclusive of all applicable taxes, duties, statutory charges levy and any other charges as applicable from time to time save and except the Service Tax. The payment under the contract will be as per the terms given in the tender and accepted rate.

(3) We request that, within 15 (fifteen) days of the receipt of this Letter of Award, you shall submit the security amount of Rs..... valid up toas mentioned in clause and sign the Agreement, in duplicate, prepared by BSCL /Client as per the terms mentioned in the Instruction to Bidders of the bid documents. In the event you fail to comply with the same within the prescribed time limit, BSCL shall be entitled to forfeit the Bid Security and annul the award of Contract.

Kindly convey your acceptance of this "Letter of Award" by signing duplicate copy by your authorized Representative and deliver the same to us.

Agreed and Accepted

Signature of the Client (i.e. BSCL) Signature of the Authorized Representative of the Consultant (i.e. _____)

Name:
Designation:
Address:

Place:

Date:

Company Seal

Name:
Designation:
Address:

Place:

Date:

Company Seal

Annexure III: Draft Agreement

This Agreement ("the Agreement") is made on this ____ day of _____, 2021, at Bareilly, UP, India BETWEEN **Bareilly Smart City Limited**, accompany incorporated under the Companies Act, 2013 and having its registered office at (herein after referred to as "**BSCL**"), which expressions shall, unless repugnant to the context, include its successors in interest and assigns, of the **One Part**

AND

[_____] , a company incorporated under the Companies Act 1956/2016 and having its registered office at [_____] (hereinafter referred to as the "the **Consultant**") which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and permitted assigns, of the **Other Part**.

WHEREAS

- a) Bareilly has in corporate a special purpose vehicle (SPV)—Bareilly Smart City Limited (BSCL) to plan, design, implement, coordinate and monitor the smart city projects in Bareilly. BSCL is a company incorporated under Indian Companies Act 2013 with equal shareholding from Government of India (GOI) and Bareilly Municipal Corporation (BMC).
- b) The BSCL has envisioned this Project, as part of Bareilly smart city initiative, to on board a reputed Consultant to meet the vision of the Project, BSCL has decided to engage a reputed Consultant to Manage the Operations of Bareilly Incubation Center (BIC - Incubation and Innovation Centre) for Bareilly Smart City Limited. The Selected Consultant will be carrying out the work as required to realize the vision of this Project ("**Assignment**" or "**Services**");
- c) The Consultant, having represented to the Client that it has the required experience, professional skills, and personnel and technical resources and has agreed to provide Services as per the terms of the RFP Documents;
- d) BSCL has issued a Letter of Award (LOA) dated....., 2021 to the Consultant and the consultant has submitted Security amount as per clause.....and Further the Consultant has agreed to provide,

carryout and perform the Services (being the Assignment to be carried out by the Consultant) as per the scope of Services described in RFP Documents and more particularly described in the Schedule hereunder, for a total consideration of Rs. _____ (Rupees to be paid by BSCL only).

Payment by	Amounts (in INR)	Tax (GST)	Total
Bareilly Smart City Limited, Bareilly			

(herein after collectively referred to as the "**Contract Price**") inclusive all applicable taxes, duties, statutory charges levy and any other charges subject to fulfillment of all terms and conditions specified in the RFP Documents and LOA issued by BSCL to the Consultant. The Consultant has accepted the said LOAs and is ready and willing to do so and further covenants to execute this Contract on the terms and conditions set out hereinafter.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions, unless the context otherwise requires, shall have the same meaning as are assigned to them in the General Conditions of Contract as annexed hereto. The Terms and Conditions of Contract including the other documents as mentioned in clause 4 hereinafter of this Agreement shall be deemed to form and be read and construed as integral part of this Agreement.
2. In consideration of the payments to be made by the Client to the Consultant, as mentioned herein above, the Consultant hereby covenants with the Client to provide, carryout and/or perform the Services in conformity with and in all respects as detailed in the Schedule hereunder.
3. In consideration for providing the Services in terms of this Agreement, the Client here by covenants to pay the Consultant, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner as prescribed in this Contract.
4. The following documents annexed hereto shall be deemed to form an integral part of this Contract
 - (a) Request for Proposal (RFP) document; _____
 - (b) Proposal Submitted by the Consultant; (c) Letter of Award (LOA) Letter No. _____ dated _____, 2019 issued by Bareilly Smart City Limited duly accepted by the Consultant (annexed Annexure-III hereto);
 - (c) Any other document not listed and not referred hereinabove, in the RFP Documents Shall form part of this Contract.

Annexure IV: Terms and Conditions of Contract

1. Time is the essence in the performance of the Parties' respective obligations under the contract. If any time period specified herein is extended, such extended time shall also be of the essence; The Consultant shall be provided with all relevant information in a timely manner and to ensure that it can complete the Services within the time for completion. In the event that such information is delayed or not provided the Client shall in conjunction with the Consultant agrees reasonable extension of time and revised date for completion.
2. All approvals, permissions, waivers, consents, confirmations or acceptance required from the Client or any one of them for any matter shall require the "prior", "written" approval, permission, consent or acceptance of the Client.
3. In the event of any disagreement or dispute between the Client and the Consultant regarding the occurrence, determination and/or materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Client as to the materiality, occurrence or determination of any of the foregoing shall be final and binding on the Consultant.

1. Notices

- a. Any notices or other communications required to be given to any Party pursuant to the Contract shall be in writing and in the English language and delivered in person or sent by registered A/D mail, courier or facsimile to the address of the Party set forth in the Contract, or to such other addresses as may from time to time be designated by the Party through notification to the other Party.
- b. However, notices delivered by facsimile shall be deemed as being effectively given on the first Business Day following the date of transmission, as indicated on the transmission confirmation slip of the document in question.

2. Location

- a. The Scope of Services shall be performed by the Consultant as per the terms specified in the RFP Document, Strategy Plan and Agreement.
- b. The Key Personnel of Consultant and other Key personnel shall be for three years term and minimum 6-8 months respectively. On site team in Bareilly in the dedicated office of the bidder.
- c. The Consultant shall in normal course attend meetings in Bareilly or at any other place mutually agreed between the Parties for the purpose of explanations to and interactions with Client, GOI and Technical Advisory Committee as may be considered necessary by the Client.

3. Scope of Services, Commencement, Completion of the Contract

a. Scope of Services

The Consultant shall provide the Services in terms of the scope of Services, as mentioned and in the manner provided in RFP Document and the Contract. The delivery schedule for rendering the Services shall be strictly adhered to by the Consultant. The Consultant shall provide, carry out and/or perform the Services/ Assignment as per the terms of RFP Document and the Contract. However, any change carried out in the scope of the Services after the issuance of the Letter of Commencement shall be considered under Clause 7.

b. Effectiveness of Contract

The Contract shall come into effect on the date the Contract is signed by both the Parties.

c. Commencement of Services

Notwithstanding the provision contained under clause b, the Consultant shall commence the Services after execution of the Contract as mentioned in the Letter of Award issued by the Client.

d. Term and Expiration of Contract

Unless terminated earlier, the Term of the contract shall commence from the date of effective date of the Contract up to the period given in the Contract.

4. Modification of the Contract

- a. Modification of the terms and conditions of the Contract, including any modification of scope of Services or of the Fees, may be made only by expressly written agreement between the Parties on mutually agreed terms.
- b. Any change, modifications or re-work carried out owing to the errors or omissions based on technical due-diligence of data and information collected by the Consultant and any incidental service necessary for completeness of such work shall not be deemed as Additional Services no matter how material or substantial the revisions or additions are or no matter whether the report has been approved by the Client or not. The entire responsibility of technical due diligence of data and information for carrying out the Services shall rest with the Consultant.
- c. For any Additional Services provided by the Consultant at the request of the Client, the Client shall pay the Consultant additional fees as may be mutually agreed in writing. This will be in addition to the fees agreed in the contract.
- d. Any modifications suggested by the Advisory Committee as per the scope of Services before the approval of any of the deliverables shall be considered and incorporated by the Consultant in carrying out the Services. The same shall not be considered as Additional Services and shall be provided within the fees provided under the contract.

5. Termination by the Client

The Client shall have the right to terminate the Contract, by giving not less than 15 (fifteen) days' written notice of termination to the Consultant; to be given after the occurrence of any of the events specified in paragraphs (a) through (i).

- (a) If the Consultant does not remedy or cure a default / failure in the performance of the Services under the Contract, within a period of 15 (fifteen) days after being notified by the Client or within such further period as the Client may have subsequently approved in writing. After five such notices the Employer will have the right to terminate the contract.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than 60(sixty) days.
- (c) If the Consultant becomes insolvent or bankrupt or its entire net worth becomes negative or goes into insolvency or receivership whether compulsory or voluntary;
- (d) If the Consultant fails to comply with any final decision reached as a result of arbitration proceeding;

- (e) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
- (f) If the Consultant, in the reasonable judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (g) For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Client and public official in the selection process or in Contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Client, and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (h) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
- (i) In case the Consultant does not perform the Services as per the Contract.

6. Obligations of the Consultant

The Consultant shall provide the Services and carry out and perform its obligations hereunder with all due diligence, professional prudence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the Sub-Consultant or any Third Party.

7. Indemnity

- 13.1 The Consultant shall indemnify, protect and defend for each Stage, the Client at the Consultant's own expense, from and against all actions, claims, losses or damages arising out of Consultant's failure to perform its obligation.
- 13.2 The Consultant shall indemnify the Client and shall hold the Client harmless from any claims by any Third Party against the Client for adopting the Consultant's reports, certification and recommendation and use of other intellectual property supplied by the Consultant under the Contract.

8. Penalty

The Consultant shall perform the Services in accordance with the time lines/ delivery schedule specified in RFP Document. The Consultant shall be liable to pay penalty for any Delay in the delivery of the Services. The applicable rate of penalty to be recovered from Consultant shall be **0.5% of the Fees per week of delay** in providing Services for each deliverable of respective Stage indicated in the RFP subject to maximum of 10% of total Fee provided herein. The sum so deducted will be refunded if the Consultant makes up the delays and completes the next deliverable within the stipulated time period as mentioned in the RFP.

9. Consultant's Representations and Warranties

Consultant represents and warrants to the Client that:

a. Corporate Existence and Power

The Consultant (a) is duly formed legal entity, validly existing and in good standing under the laws of their incorporation; (b) have all requisite approvals, power and authority to enter into and execute the Contract.

b. Authorization, No Contravention

The execution, delivery and performance by the Consultant of the Contract and the transactions contemplated therein (a) have been duly and validly authorized by all necessary corporate action of the Consultant (b) do not violate, conflict with or result in any breach, default or contravention of any law applicable to the Consultant, including Applicable Law. The Contract constitutes the legal, valid and binding obligations of the Consultant, enforceable against the Consultant in accordance with its terms.

c. Litigation

There are no contractual or tortious or any other claims pending against the Consultant or that have been threatened in arbitration or before any judicial authority against the Consultant which could have an adverse effect on their ability to perform their Services under the Contract.

d. Corrupt Practices

The Consultant have not made, directly or indirectly, any material payment or promise to pay, or material gift or promise to give, or authorized such a promise or gift, of any money or anything of material value, directly or indirectly, to any official of any Government or the Client or its shareholders or any political party or official thereof or any of their Affiliates and Associates for the purpose of influencing any such official or inducing him or her to use his or her influence to affect any act or decision in relation to the Contract or the Assignment, including the appointment of the Consultant.

e. Expertise of the Consultant

The Consultant have and shall apply the reasonable professional skills and expertise to undertake the Services required under the Contract expeditiously and consistent with reasonable professional skill and care, good industry practices. Each of the representations made and warranties given above are and shall be true and correct as of the date of the execution of the Contract and any the Consultant alone shall be responsible and liable for any consequences arising from their incorrectness.

10. Obligations of the Client Services

and Facilities

The Client shall, on best effort basis, make available to the Consultant the information, Documents and facilities required for satisfactory completion of this Assignment as may be available with it.

11. The Governing Law

The law governing the Contract shall be Laws of India and courts at Bareilly shall have exclusive jurisdiction.

12. Appointment of Consultant

- **Negotiations**

- i. 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.
- ii. 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.
- iii. 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.

13. Consultant's Personnel

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

14. Deployment of Personnel

1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are to be proposed in the Proposal.
2. Adjustments with respect to the estimated periods of engagement of Personnel shall only be made with the written approval of the Authority.
3. If additional work is required beyond the scope of the Services, the estimated periods of engagement of Personnel, may be increased by agreement in writing between the Authority and the Consultant, provided that any such increases shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value.

15. Approval of Personnel

The Professional Personnel proposed in the proposal are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

If the Consultant here after proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with Curriculum Vitae of such person. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt, it shall be

deemed to have been approved by the Authority.

16.Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. After *more than two replacements* are done for each key person, the fee agreed shall be *reduced by 5%* for particular key person.

Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for over time nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

Annexure V

CERTIFICATE OF NO RELATIONSHIP

I/ We hereby certify that I/We* am/are* related /not related (*) to any officer of Bareilly Municipal Corporation of the rank of Assistant Engineer & above and any officer of the rank of Assistant Engineer/under Secretary and above of the housing & Urban Development Department, Govt. of Uttar Pradesh. I/We*am/are*aware that, if the facts subsequently proved to be false, my /our*contract will be rescinded with for feature of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/our tender liable for rejections.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

ANNEXURE VI: AFFIDAVIT

(Applicable for All Bidders)

(On Non – Judicial Stamp of Rs 100 duly attested by Public Notary)

1. I, Shri /Smt./Ms.....,Son/daughter/Wife of....., hereby declare as the consultant /as the.....authorized signatory on behalf of the consultant," "*(Strike out whichever is not applicable)*
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. The under signed also here by certifies that neither our firm M/s..... nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/tendering process.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BSCL.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work "Selection of Consultant to Manage the Operations of Bareilly Incubation Center (Incubation and Innovation Centre) for Bareilly Smart City limited, Bareilly. for Bareilly Smart City limited, Bareilly" BSCL vide Bid Reference..... Dtis true and correct.
7. My/Our present address for correspondence isand my/our telephone/contact number is..... and e-mail ID for correspondence is..... I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

(Deponent)

(Signature of the Tenderer/Authorized Signatory/
Company with Seal of the
Firm/Company)

ANNEXURE VII: DECLARATION CERTIFICATE

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/ We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible consultant and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labours, materials, equipment etc. accordingly.
4. In the event of award of the work to me/us, I/We under the entire responsibility for the structural stability to reconstruct /replace the whole or part of the component of the structure in the event of failure or improper functioning/improper constructions within a period of one year from the date of completion without asking for extra payment from any account to the department.
5. I/We undertake that I/We shall not claim any escalation of cost on account of materials, laborers, taxes, natural calamities, public nuisance, miscreants or any account in connections with work within execution of the work till the project completion period and shall not be entertained by the department (Bareilly Municipal Corporation).
6. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer / tender shall be rejected by the department without any intimation tome/us.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

RFP PART II –Financial Bid

Selection of Consultant to Manage the Operations of Bareilly Incubation Center (Incubation and Innovation Centre) for Bareilly Smart City limited, Bareilly.

(On the Letterhead of the Bidder)

To,
Chief Executive Officer,
Bareilly Smart City
Limited, Bareilly

Dear Sir,

Sub: Response to the tender for "Selection of Consultant to Manage the Operations of Bareilly Incubation Center (Incubation and Innovation Centre) for Bareilly Smart City limited, Bareilly"

Ref: Tender No. _____ Dated _____

We, the undersigned Bidders, having read and examined in detail the tender documents in respect of the captioned subject do hereby propose for our selection as specified in the document.

We confirm that the TOTAL BID PRICE is Indian Rupees is inclusive of taxes.

We understand that our bid is binding on us DURING THE VALIDITY PERIOD OR THE EXTENSIONS THEREOF and that you are not bound to accept our Bid.

We confirm that no Technical deviations are attached here with this financial offer. Our Financial Price Bid is submitted herewith as per the Format shown in Annexure V.

Yours Truly,

(Bidder name, detailed sign with stamp)

Financial Bid Format

*

<div>Validate</div> <div>Print</div> <div>Help</div>		Item Rate BoQ			
Name of the Bidder/ Bidding Firm / Company :					
Sl. No.	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #
		Item Description	Quantity	Units	TOTAL AMOUNT With Taxes in Rs. P
1		2	4	5	13
2		Providing Consultancy and Managing the operations of Incubation Center - Bareilly Incubation Center (BIC) as per the terms and conditions mentioned in the RFP for the period of 3 years	36.00	Months	0.000
Total in Figures					0.00
Quoted Rate in Words					

A. Break-up of Retainer ship Services:

1. The amount shall be claimed on a **Monthly basis**. *Refer: Section Payments*
2. The Security deposit of (10%) shall be released by BSCL for the Consultant after 36 months of successful completion of the project, based on cumulative evaluation of the concerned monthly progress reports by BSCL.

Note:

1. The amount quoted is inclusive of all taxes.

Bank Guarantee for Performance Security

To

.....

.....

.....

In consideration of Bareilly 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 Bareilly Incubation Center (BIC - 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.

1. 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.
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 sure- ties 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 2021.

For

(Name of Bank)

(Signature, name and designation of the authorized signatory)
Seal of the Bank:

Note:

- (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.

APPENDIX

APPENDIX-I
TECHNICAL PROPOSAL
Form-1

Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,
Chief Executive Officer
Bareilly Smart City Limited
Bareilly.

Sub: Selection of Consultant to Manage the Operations of Bareilly Living Lab (BIC – Incubation and Innovation Centre) At BSCL.

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 Bareilly Incubation Centre (BIC - Incubation and Innovation Centre) At BSCL (the "Consultant").

The proposal is unconditional and unqualified.

1. 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. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
2. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. 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.
4. 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.
5. I/We declare that: Selection of Consultant to Manage the Operations of Bareilly Incubation Centre (BIC -Incubation and Innovation Centre) At BSCL
 - (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.
6. 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 of the RFP document.

7. 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.
8. 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.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against to be engaged team members.
10. 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.
11. 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.
12. I/We agree to keep this offer valid for 120 (ninety) days from the PDD as specified in the clause 1.8 of RFP.
13. 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.
14. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same. Selection of Consultant to Manage the Operations of Bareilly Incubation Centre (BIC - Incubation and Innovation Centre) At BSCL.
15. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the RFP. We agree not to seek changes in the aforesaid form and agree to abide by the same.
16. 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.
17. 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.
18. 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	Title of Consultancy
2	Title of Project:Project
3	Type of Firm:
4	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation/ Registration:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorized signatory of the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
5	<p>For the Bidder state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Bidder 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 been blacklisted by any Government department/Public Sector Undertaking in the last two years? Yes/No</p> <p>(v) Has the Bidder suffered bankruptcy/ insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>

	<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)

Date:

To,
Chief Executive Officer
Bareilly Smart City Limited
Bareilly.

Dear Sir,

Sub: RFP for Selection of Consultant to Manage the Operations of Bareilly Incubation Center (BIC - Incubation and Innovation Centre) At BSCL.

I/We hereby confirm that we, the Bidder, 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 individual's name) will act as our Authorized Representative of the bidder 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 Bareilly Incubation Center (BIC - Incubation and Innovation Centre) At BSCL (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, 2021.

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

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

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

S.No.	Financial Yr	Annual Professional Fee from Advisory and Consultancy Services
1	2016-17	
2	2017-18	
3	2018-19	
	Average	

Certificate from the Statutory Auditor*

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.

(Signature, name and designation of the authorized signatory)

Date: Name and seal of the audit firm:

*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.

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
Particulars of Key Personnel

S.NO.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience
1				
2				
3				

Note:

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

APPENDIX-I
Form-8
Assignments of Bidder

	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:
	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. Each Assignment should be signed by the Authorized Signatory of the bidder firm with company seal.

Curriculum Vitae (CV) of Professional Personnel

12. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

Positions held:

- Activities performed:

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 Bareilly Incubation Center
(BIC - Incubation and Innovation Centre) At BSCL, Bareilly**

S.No	Job	Values in Numbers (INR)
1	Providing Consultancy and Managing the operations of Incubation Center - Bareilly Incubation Center (BIC) 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, logging, salaries, out of pocket expenses, local transportation at Bareilly and travel to Bareilly 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/ BSCL) for Bareilly Incubation Center (BIC) – 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/ BSCL) at Bareilly Incubation Center (BIC) – 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 Bareilly Incubation Center (BIC – Incubation and Innovation Centre) At BSCL Hackathon, Ideathon, Mentorship Program, Corporate Innovation Program or any other event as envisaged in the RFP/ BSCL) at Bareilly Incubation Center (BIC) – 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/ BSCL).
 - 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 Bareilly to any other location / city for any activity related to events at Bareilly Incubation Center (BIC) – Incubation and Innovation Center or representing Bareilly Incubation Center (BIC) – Incubation and Innovation Center at any event as asked by BSCL.
5. All these expenses as mentioned in point number 3 of this section shall be borne by BSCL.
6. In case of scenario, selected bidder is asked to incur any of the expenses as mentioned in point number 3 of this section. BSCL 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.