

REQUEST FOR PROPOSAL

**Provision of Services to Manage “Jabalpur
Incubation Center”**

No.: JSCL/2017/

Date of issue: 18th May 2017

Jabalpur Smart City Limited

Manas Bhawan, Wright Town

Jabalpur

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Checklist before the Proposal is submitted:

Before the bidders submit their proposals within the stipulated time mentioned in this RFP document, bidders are required to make sure that following mandatory requirements of this RFP document are fulfilled. These requirements must be furnished at the time of submission of Technical Proposal. Failure of any one of the following requirements would result in rejection of proposal before technical evaluation is performed:

#	Checklist	Mark (☑)
1.	Proof of Certificate of Incorporation or Registration or equivalent	
2.	Proof of experience in the similar activity for last 5 years with certified copies of LOA.	
3.	Proof of GST Certificate (If Applicable, otherwise put a Cross (X) in the Mark Column) If applicable but not provided, the proposal would be rejected.	
4.	Tax exemption certificate (<i>for public sector entity</i>),(If applicable, otherwise put a Cross (X)in the Check List Column). If applicable but not provided, the proposal would be rejected.	
5.	Affidavit (not older than one month) on Stamp Paper that Bidder is not insolvent, bankrupt and is not blacklisted or debarred by Public Procurement, Government, Semi-Government, Private, Autonomous body or any other interJabalpur organization	
6.	Affidavit (not older than one month) on Stamp Paper that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year.	
7.	<p>Two separately sealed envelopes:</p> <p>i. Envelope # 1: The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]“, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p>	

	Bidders are to make sure that Financial Proposal is not part of Envelop 1.	
	<p>ii. Envelope # 2: Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p>	

Note: Bidders are required to submit the *filled copy of the above checklist* along with the technical proposal.

About Jabalpur Smart City Limited (The Company)

The Jabalpur Smart City Limited is a company incorporate for the **Smart Cities Mission** is an urban renewal and retrofitting program by the Government of India with a mission to develop 100 cities (the target has been revised to 109 cities) all over the country making them citizen friendly and sustainable.¹¹ The Union Ministry of Urban Development is responsible for implementing the mission in collaboration with the state governments of the respective cities. The government has a vision of developing 100 smart cities as satellite towns of larger cities by modernizing the existing mid-sized cities. More details about the Company are available at <http://jabalpursmartcity.com/>.

1 Definitions

In this Request for Proposal, unless the context provides otherwise:

- a. **“Incubation Center RFP”** means “a request for proposal by Jabalpur Smart City Limited to solicit bids from potential bidders for the management and operation of the Incubation Center and Jabalpur.”
- b. **“Jabalpur Incubation Center Project”** means “an information & communication technologies development project focusing on creating strong economic impact by successfully supporting start-up and emerging technology companies / garment incubators etc to create and /or commercialize knowledge-intensive products and services through establishment of a purpose- built Incubator.”
- c. **“Company”** means the Jabalpur Smart City Limited registered under Companies Act 2013, with its office at Manas Bhawan, Wright Town, Jabalpur - 482001”
- d. **“Board”** means the Board of Directors of Jabalpur Smart City Limited.
- e. **“Incubator” or “Jabalpur Incubation Center”** means “an Entrepreneur development platform funded by Company and outsourced to a professional management team with an objective to accelerate the growth and success of entrepreneurship in any filed like (Garment, ICT, and Telecom etc). It will be achieved through a wide array of business support resources including but not limited to site management, marketing, technical knowhow, trainings, management resources, physical space, shared Information Technology services and assistance in obtaining finance/startup capital and hand holding for a definite period of time to ensure enterprise growth”
- f. **“Date of Issue”** means “the date on which the Jabalpur Incubation Center RFP is issued

by Company to solicit bids from potential bidders for the management and operation of the Jabalpur Incubation Center.”

- g** “**Scope of Work**” means “the description of formal work activities under the Jabalpur Incubation Center to be completed by the Successful Bidder in accordance with the Contract signed between Successful Bidder and the Company.”
- h** “**Successful Bidder**” means “a bidder who has been awarded the contract pursuant to the Jabalpur Incubation Center RFP and who shall be responsible for managing & operating the Jabalpur Incubation Center
- i** “**Incubatee**” means “information technology start-ups/ garment start-ups/ online start-ups/ telecom start-ups/ any other start-ups which successful bidder find suitable based on the selection criteria / companies/enterprises that will be selected into the Jabalpur Incubation Center and will undergo mentoring and training under the Jabalpur Incubation Center.”
- j** “**Company Think Tank**” means “an independent expert group established to provide input to Company management about its current and future programs.”
- k** “**Incubator Management**” means “administration appointed by the Successful Bidder in accordance with its proposal to manage the Jabalpur Incubation Center.”
- l** “**Funding Agreement**” means “an agreement concluded between Company and the Successful Bidder”.(see page-51)

2 Overview of Proposal

The Board has mandated the Company to solicit proposals for establishment of Jabalpur Incubation Center. The salient features are:

- a** The Successful Bidder would be required to manage and operate purpose built incubator at allocated space of 3,837 Sq. Ft at CIVIC CENTER building. The hall is located at the following address:

Mazanin Floor, Block No 9, North Wing
Scheme No 18, Civic Center Jabalpur

(The site can be visited by taking appointment through email at anuj.agrawal@jscljabalpur.org)

- b.** Funding and monitoring by Company as per its mandate;
- c.** The Successful Bidder is required to host 20 - 30 Incubatees per year on rolling basis;
- d.** All expenses related to Incubation setup will be borne by the Company;
- e.** Operations to be run by a professional management team appointed by the Successful Bidder;
- f.** The established setup would cover both Incubator and Accelerator;
- g.** Monitoring by Company against KPIs to be jointly defined by the successful bidder and the company;
- h.** Progress in all aspects shall be presented to Monitoring Team on regular basis;
- i.** Open platform for all eligible entrepreneurs and special preference to female entrepreneurs;

Based upon the above, the Company therefore invites proposals from bidders for management and operation of Entrepreneur incubator i.e. the Jabalpur Incubation Center as per guidelines/terms of reference mentioned in this RFP.

3 Terms of Reference

The Successful Bidder is expected to provide, *inter alia*, the following services:-

3.1 Infrastructure Provisioning/Development

Successful Bidder is required to manage and operate the set up & space available at Civic Center Building to meet the needs of the required setup. The Successful Bidder will also be required to:

- Provide access to infrastructure requirement of incubatee.
- Other allied infrastructure facilities, utilities and accessories as may be required

3.2 Selection of Incubatees

The **Incubator Management** will define selection criteria for the Incubatees on the basis of following qualities but not limited to:

- A business concept/canvass converging on ICT / garment / any other field;
- A capable and motivated entrepreneurial team;
- Compatibility of business to incubator objectives;
- Completion of the application package;
- Projected revenue and profitability potential of business or its impact upon masses or addition in existing body of knowledge.
- Employment generation.

33 Professional Management

3.3.1 Management of Incubator: Scope of Activities

The Successful Bidder will appoint a professional management team (Incubator Management) to run the operations of the Incubator in accordance with its proposal in the winning bid. The Incubator management team will be responsible for activities including but not limited to:

- i. Run the affairs of the Jabalpur Incubation Center in the most prudent and professional manner (with due care and without negligence);
- ii. Offer Incubatees the necessary counseling for the meaningful implementation of their ideas;
- iii. Maintain disciplined environment and attendance;
- iv. Incubator Management in the first year will have the flexibility to induct Incubatees at any time during the first year to achieve ultimate target of 20-30 incubatees on rolling basis per year. From the 2nd year thereon, minimum 20 15 incubatees will be inducted per quarter;
- v. Establishment of an environment to accommodate virtual tenancy up to 10% of the total number of Incubatees population. Virtual tenancy may commence after first year of the operations of Jabalpur Incubation Center. Assist Incubatees in the development of business plans;
- vi. Arrange workshops on requirement basis including but not limited to the following areas to develop the Incubatees' entrepreneurship skills:
 - a. New idea generation and validation through market surveys;

- b. Writing a business plan covering strategy, financials, marketing, and operations;
 - c. GTM (Go to Market) strategies;
 - d. Presentation skills (how to pitch a business plan to investors);
 - e. Developing a prototype marketing and sales (finding the first paying customer);
- vii. Arrange regular guest speaker sessions;
 - viii. Establish the physical and virtual collaboration environment with other technology incubators both within India and globally for the benefit of the Incubatees and their ideas;
 - ix. Provide legal, administrative, and marketing consultation support;
 - x. Provide opportunities to the Incubatees to participate in relevant exhibitions, conferences and events;
 - xi. Provide access of venture capitalists/angel investors for enabling access to private equity funds to the Incubatees, wherever possible;
 - xii. Explore investment opportunities, induction of seed money through potential venture capitalist and investors for projects completed and ready for commercialization;
 - xiii. Create an online library including recording of all the workshops/guest speaker session conducted in Jabalpur Incubation Center;
 - xiv. Create and manage a public website/web-portal for relevant stakeholders including but not limited to relevant material pertaining to different incubation activities.

3.3.2 Networking and Relationship Building Support

Since Incubatees are usually small, early stage, emerging businesses and have limited interaction with demand side; networking and relationship support describes the effective role an incubator takes up to develop connections to resources that Incubatees may not be able to have access to otherwise.

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.

3.3.3 Counseling and Mentoring Support

The Incubator Management would develop and maintain a pool of domain specialists willing to serve as mentors, advisors and business counselors for Incubatees. These mentors and business counselors shall be selected based upon their repute and potential to leverage the incubatees' commercialization potential.

The Incubator Management will follow up with mentors on a routine basis to stay abreast of the Incubatees' performance and progress. Feedback mechanisms shall be put in place to ensure that mentorship is providing the desired value to the Jabalpur Incubation Center.

3.3.4 Alignment with the Demand Side

The Incubator Management in collaboration with Company shall align and interact with the Industry on regular basis. Management shall also strive to attract venture capitalists, private equity Funds and arrange sessions to educate them about the Jabalpur Incubation Center Incubator activities. To achieve the desired outcome, following tools and forums of Company may also be utilized:

- Company Think Tank;
- Industry specific working groups;
- Sponsored studies by the Company;
- Workshops/seminars/conferences/roadshows arranged by the Company.

3.3.5 Scalability

In case number of Incubatees increases beyond 40, modalities of the same shall be jointly defined by Incubator and the Company.

3.3.6 Monitoring

The Incubator Management shall be responsible for successful implementation and routine monitoring of the Incubatees' projects. The metrics for monitoring of startup teams will (non-exhaustive list), *inter-alia*, include:

- i. Number of potential customers;
- ii. Business canvas models prepared by each team;

- iii. Quarterly profits, if any;
- iv. Financial sustainability as per realistic business plan;
- v. Number of employees;
- vi. Growth rate;
- vii. Exports potential of the companies (quarterly export revenue);
- viii. Innovation.

Notwithstanding the aforementioned, each Incubatee will itself provide the KPIs for monitoring its business canvass model / business plan.

3.4 Governance Structure

Regular monitoring of Jabalpur Incubation Center will be done by the Company. The proceedings/ reports of the monitoring activities will be shared with the Board.

The Jabalpur Incubation Center will be supervised \by.

- a. The overall activity will be conducted under the oversight of the Board.
- b. Monitoring by Company under the inherent funding and monitoring mandate.
- c. The Incubator Management team itself (appointed by the Successful Bidder)

3.5 Performance KPIs for Jabalpur Incubation Center Management Team

The quantitative and qualitative KPI"s should include but not limited to:

- a. Quality of Incubatees selected
- b. Proper Incubator Setup and Efficient utilization of Space
- c. Number of successful seminars/training programs, workshops
- d. Incubatee survival rates
- e. Industry alignment and awareness generated
- f. Incubatee satisfaction surveys
- g. Arrangement of Pitching Events
- h. Arrangement of venture capital/ angel investors
- i. Number of successful graduates
- j. Mentoring sessions
- k. Road Shows to exhibit successful projects

- l.** Collaboration activities with other incubators
- m.** Level of Innovation

Note: First Year will be treated as Base/Reference Year

3.6 Desired Outcomes

The Successful Bidder is required to host 20-30 Incubatees on rolling basis per year with minimum of 15 incubatees per quarter from second year onwards establish an alignment with the industry requirement.

The Incubator Management team should provide all required support to all Incubatees on the Incubation Programme. However, Incubator Management in the first year will have the flexibility to induct incubatees at any time during the year to achieve the ultimate target of 30 incubatees per year. From the 2nd year thereon, minimum 15 incubatees will be inducted per quarter.

4 Responsibility Framework

4.1 Provision of Funds

Company will be responsible for the funding of Infrastructure expenditures as per the Funding Agreement for the incubation center. Regular monitoring will also be within the ambit of Company as per its inherent mandate for the incubation center.

4.2 Provision of Infrastructure and Environment Enrichment

The Successful Bidder shall be provided with the infrastructure requirement by the company to commence the operations of the Incubation Center within two (02) weeks of award of contract. This should include, *inter alia*, provisioning of power, air-conditioning, infrastructure, power backups, fire safety/security system, furnishing etc. along with any other related infrastructure/materials/supplies. Accordingly, the allocated space at CIVIC CENTER Building shall be converted / renovated by the Company into the Jabalpur Incubation Center infrastructure as per best practices and standards as per the requirement submitted in bid document.

4.3 Commercialization Support

The Incubator Management will strive to align demand side with the products conceptualized or created by Incubatees and will:

- Arrange roadshows, workshops, seminars and conferences to promote the products and ideas;
- Assess the innovation potential;
- Transform the technology into a commercially viable ICT / garment / any other product.

5 Tenure of Jabalpur Incubation Center:

Successful Bidder is required to start the operation in maximum 01 month from the date of “Award of Contract”. The tenure of Jabalpur Incubation Center will be five (05) years from the date of commencement of Jabalpur Incubation Center Operations. The recommended duration allowed for each Incubatee is 3-6 months, extendable to another six (06) months or more on case to case basis. After 05 years, the Board / ED will decide on further course of action including extension of tenure for incubator management based on continual success against management KPIs

5.1 Graduation/Exit of Incubatees

The Incubatees will be graduated out of the Incubator upon meeting the following criteria:

- a.** The Incubatee has met the committed objectives of the approved business plan which may include:
 - That the Incubatee has successfully developed the prototype and/or;
 - Successfully developed the proof of concept;
 - That the incubatee has engaged an investor, private equity fund or venture capitalist to either buy off the idea/prototype or take it to the production/commercialization stage.
- b.** Exit of the Incubatee may also be based on the below par performance irrespective of the completion of tenure at Incubator (This means an exit on the basis of failure to deliver the committed objectives and/or poor progress).

6 Equity

Distribution of equity between Incubatee and Incubator Management shall be decided between themselves.

7 Contract Term and Work Schedule

The contract term and work schedule set out herein represent the Company's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days. The approximate contract schedule is as follows:

#	ACTIVITY	Tentative Timelines
1	RFP Issuance	22 th May 2017
2	Pre Bid Meeting	25 th May 2017
2	Deadline for receiving queries / questions	27 th May 2017
3	Response to queries questions related to RFP	31 st May 2017
4	Proposal Submission Deadline	5 th June 2017 5:00PM
5	Physical Submission of Proposal	6 th June 2017 5:00 PM
5	Opening of Technical Proposals	8 th June 2017
6	Opening of Financial Proposals	12 th June 2017
7	Award of Contract	15 th June 2017

8 Payment Plan

Payment for required infrastructure development will be made as per the Payment Plan agreed with the Successful Bidder. Furthermore, payment of operating expenses including

but not limited to utilities, salaries of Management Team, payment of trainings/workshops etc. will be through the invoices duly verified by Company. Payment will be made within 20 working days of receipt of reconciled invoice. The Incubation Management team shall submit invoices to Company within 10 days of the end of preceding month. The same shall be verified by the Company within 05 working days. In case of variance, the undisputed amount shall be recommended to finance for payment.

There shall be no expenditure incurred beyond the approved payment plan. However, in exceptional circumstances, for any expense beyond the approved payment plan, the Executive Director will be the final authority to approve such payments or otherwise.

All duties and taxes shall be deducted as per applicable laws.

- 9 Performance Bank guarantee to be provided @ 5% of the contract value in favour of Executive Director Jabalpur Smart City Limited.

10 Non- compliance with the ToRs and obligations contained in funding agreement

In the event of non-compliance with the ToRs under section 3 of the RFP and obligations contained in the funding agreement, the Company may terminate the funding agreement by providing 15 days written notice to the successful bidder without any further obligation or compensation on the part of the company.

11 Essential Eligibility Criteria

All proposals must meet the mandatory eligibility criteria laid down in Annexure-C.

12 Standard Instructions

- a. Bidders must submit their response to Company in any of the following methods:
- i. By registered post/ courier or by hand to the official address of the Company
- b. Proposals will be accepted and evaluated using **Quality and Cost based Selection (QCBS)**. (Separate sealed envelopes of technical and financial proposals)- Annexure-B.
- c. Final assignment award will be on the basis of combined technical and financial score in the following manner:

PROPOSAL	WEIGHT
Technical	80%
Financial	20%
TOTAL	100%

- d. Proposals shall be submitted in English language.
- e. The proposals shall be clear and elaborate. Different sections of the proposals shall be separated using color separators, flags or tags. The proposals shall be prepared without any overwriting.
- f. Bidders may request in writing, for clarification of any of the provisions of this RFP within 07 days of floating the RFP to the Company contact as follows:

Title/Position:	Chief Financial Officer
Telephone:	7611136813
Email address:	Anuj.agrawal@jscljabalpur.org
Postal address:	Jabalpur Smart City Limited Manas Bhawan, Wright Town, Jabalpur – 482001

The Company may choose to convey responses to submitted questions and queries to all bidders so that each is equally informed. Responses to queries will be emailed and also placed on the Company's website. The Company reserves the right to accept or reject all of the proposals submitted at any time in accordance with applicable rules.

- g.** The costs of preparing the proposal and of negotiating any subsequent funding, including visits for discussion with the Company are not reimbursable.

Proposal Validity

Proposals submitted shall remain valid for a period of 3 months from the last date of submission of proposals.

13 Proposal Submission Requirements

13.1 Technical Proposal

Technical Proposals (Section B) shall be in compliance with the requirements laid down in the RFP document. The technical proposals shall include the following:

- a.** A covering letter from the bidder (Form B1).
- b.** Table of Contents with page numbers
- c.** A detailed profile of the firm (Form B2) including firm's Registration Certificate, location and branches along with number of employees and a certificate of financial position of the firm.
- d.** Details of similar assignments completed, names of clients, duration and contract value, (Form B3), etc. Details of experience of investment in IT startup, if any, may also be provided.
- e.** Proposed assignment work methodology and plan. (Form B4).
- f.** Details of the proposed Incubation Management team lead and core team members to each task that would be assigned and their timing (Form B5). Detailed CVs of proposed professional staff shall be attached separately.
- g.** Composition of Incubation Management Team in Form B6.
- h.** Profile of Mentors/ Consultants/ Experts of Incubation Management Team in Form B7.
- i.** Summary of Incubation Management Team Members and Qualification in Form B8.

13.2 Financial Proposal

Bidders are required to submit their financial proposals in line with forms provided in Section C of the RFP inclusive of all taxes.

13.3 Proposal Submission

- a. Technical Proposal: Each technical proposal shall be submitted as printed copies (marked as ORIGINAL, (All documents related to technical proposal must be combined in one file).
- b. Financial Proposal: Financial proposal (online submission only) in the format attached as Section C. Make sure that the financial bid is not enclosed in technical proposal envelop in any form.

Proposals must be delivered at the address given below latest by **the date and time mentioned in NIT:**

**Executive Director
Jabalpur Smart City
Limited
Manas bhawan, Wright Town,
Jabalpur
Email: anuj.agrawal@jscljabalpur.org**

- c. Technical Proposals shall be opened on **the date and time mentioned in NIT.**

13.4 Evaluation Criteria

Overall evaluation shall be carried out based on weighted average methodology wherein technical evaluation will carry 80% and financial evaluation will carry 20% weightage respectively.

Technical proposals will be evaluated on the basis of Scoring Criteria as provided below. The Bidders who obtain at least 75 out of 100 marks in technical evaluation

criteria will qualify and financial proposals would be opened only for technically qualified Bidders.

Financial proposals of those Bidders obtaining less than 75 marks out of 100 in Technical Evaluation shall remain un-opened & will be returned to the Bidders. An evaluation committee appointed by the Company will evaluate the technical proposals on the basis of their compliance with the RFP and by applying the evaluation criteria and the point system, specified below:

Technical Evaluation:

Technical Evaluation shall be done as per the following criteria

#	Technical Evaluation Criteria	Total Marks	Sub Marks	Obtained
a.	Scope Coverage 1. Infrastructure & Facilities a. Layout planning	10	10	
b.	Firm/Bidder Profile (Registered age, Location, Number of Employees and Financial positionExperience) – (Form B2) 1. Registered Age, Number of Employees, Brand equity/Goodwill 2. Financial Position Experience	15	10 5	

c.	Relevant Experience of the Firm/Bidder - (Form B3) 1. Percentage of running and managing financially sustainable Incubators <u>incubation</u> / <u>consulting/training/</u> incubation in the past with successful incubatees 2. Experience in in-house or outsourced development of Products 3. Experience in appraising & assessing viability of Projects 4. Experience in related training & development ,mentorship, entrepreneurship development Programs 5. Experience in demand side articulation and commercialization 6. Experience of arranging and managing Investments for projects including exit strategy of a business unit	30	8 3 5 4 5 5	
d.	Qualification and Competence of the proposed Team Members-Full Time/Part time/ On-call (Form B5, B6 & B7) 1. Qualification, Total experience, and Professional Certifications/Memberships 2. Relevant Work Experience 3. Significant measureable	20	5 7 5	



	professional achievements in last 10 years in consulting/training/ICT particularly in Incubation.			
	4. Composition of the team		3	
e.	Approach/Work Plan – (Form B4)	25		
	1. Outreach Plan (Advertisements, Promotions, Branding etc.) and Ability to create local & inter Jabalpur collaborations with relevant entities		6	
	2. Criteria & Methodology to select Incubatees i.e. Business Canvas Model or Business Plan, Mentoring Strategy, Culture & Work Environment		6	
	3. Project Plan including Charter, Gantt Chart & Timelines etc and Monitoring Mechanism & KPI's to assess the performance of Incubatees		7	
	4. Methodology to attract for financing/investments (Venture Capitalists, Angel Funding, Crowd Funding, Private Equity etc)		6	
	K2Total Marks	100		
	Minimum Qualification Marks Required	75		

Financial Evaluation

All Bids should be quoted in INR rupees.

Scoring Criteria

	Weightage	Obtained
Technical Evaluation	80%	
Financial Evaluation	20%	
Grand Total (Technical + Financial)	100	

Section B. Technical Proposal - Standard Forms

B1. Technical Proposal Submission Form

B2. Firm/Bidder Profile

B3. Relevant Experience of the Firm/Bidder

B4. Description of the methodology and work plan for performing the assignment

B5. Qualification and Competence of the proposed Incubation Management Team Members

B6. Incubation Management Team Composition

B7. Mentor(S)/Consultants/Experts Profile of Incubation Management

B8. Team and Members of Program (Summary)

B1. Technical Proposal Submission Form

[Location, Date]

To:

Executive Director

Jabalpur Smart City

Limited

Manas Bhawan,

Jabalpur, MP

Email: anuj.agrawal@jscljabalpur.org

Sir,

We, the undersigned, offer to provide the services for development of **Jabalpur Incubation Center** in accordance with your Request for Proposal dated [ADVERTISEMENT DATE].

We are hereby submitting our Proposal, which includes this Technical Proposal and Financial Proposal sealed under a separate envelope. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

B2. Firms/Bidders Profile

S #	Criteria	
1	<p>Profile of the agency:</p> <ul style="list-style-type: none"> i. Registered age of Company ii. Names of Managers/ Owners/ CEO/ Directors/ Partners 	
2	<ul style="list-style-type: none"> iii. Location of agency office/sub office iv. Number of branches v. Number of relevant employees including their Names & Designations 	
3	<p>Financial Position</p> <ul style="list-style-type: none"> i. Name of Banks ii. Certificate of Financial position iii. Copy of audited Annual Accounts (of last 3 years) iv. Tax Registration Service Tax PAN etc 	

B3. Relevant Experience of the firm/bidder

B3-1: Training/incubation details in the past

Total number of Incubatees/<u>trainee</u> inducted during the last five years	Success rate and Results	Period of Incubation/training	Document Reference

*List of Companies with the contact details should be attached with the respective valuation.

3B3-2-: In house or outsourced development of Projects

Name Of Client(S)	Name Of Assignment/ Project	Period Of Assignment/ Project	Value Of Assignment / Project	Present Status Of The Assignment/ Project

B3-3: Appraising & Assessing Viability of Projects

Name Of Client(s), If Any	Name Of Assignment/ Project	Period Of Assignment/ Project	Value Of Assignment / Project	Present Status Of The Assignment/ Project

B3-4: Related Training & Development, Mentorship, Entrepreneurship Development Programs

Name Of Client(S)	Area Of The Program Along With The Title	Period Of Assignment/ Program	Value Of Assignment / Program	Number Of Individuals Trained During The Program

B3-5: Demand Side Articulation & Commercialization

Name Of Assignment/Project	Value Of Assignment/Project	Demand Articulated	Process/Technique Used To Commercialize The Project	Value Of Commercialization & Present Status Assignment/Project

B3-6: Arrangement & Management of Investments of Projects

Name Of Client(S)	Name Of Assignment/ Project	Type Of Investment (VC, M&A Crowd Funding, Angel Funding Etc.)	Value Of Investment Arrangement*	Present Status Of The Assignment/ Project

*List of the Companies who funded the said project

B3-7. – General Experience of the Firm

Name Of Client	Name Of Assignment/ Project	Period Of Assignment/ Project	Value Of Assignment / Project	Present Status Of The Assignment/ Project

B4. – Description of the Approach/Methodology and Work Plan

The approach / Methodology, Work Plan may include following but not limited to:

- Detailed Plan (Activities, Timelines) for following:
 - Renovation of provisioned space at Civic centre Jabalpur Building
 - Incubator Management
- Outreach, Promotion, Marketing & Recruitment Plan of Incubatees
- Screening & Selection process and criteria of Incubatees
- Complete elements of program including Mentorship & Training Details, services offerings including criteria and process for monitoring of incubatees during incubation period.
- Engagement strategy for Venture Capitalists, Angel Investors etc.
- Criteria for granting extension in time period to incubatees

B5. –Incubation Management Team Members

Personnel Summary (Complete for each Team Member)

Name of Employee:

Position	
General Information	Name: _____ Date of Birth: _____
	Telephone: _____
	Fax: _____
	Years with Present Employer: _____

Employment Record:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project:

DD/MM/YY		Company/Project/Position/Specific Tech experience
From	To	

Education:

Highest Level of Degree	Relevance of Degree to the Assignment
PhD	
MPhil	
Masters	

Certification:

Memberships:

Significant Measurable Professional Achievements in Last 10 Years:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: *[Signature of staff member and authorized representative of the firm]* Day/Month/Year Full name of staff member: _____

Full name of authorized representative: _____

B6 – Composition of Incubation Management Team

B7 – Mentor(S)/Consultants/Experts Profile

Personnel Summary (Complete specifically for Trainer(s) and attach CV's)

Name	
Position:	
Relationship with Bidding Organization: <input type="checkbox"/> Employee of the Bidding Organization <input type="checkbox"/> Consultant <input type="checkbox"/> Employee of the Partner Organization <input type="checkbox"/> Others (Please specify)	
General Information	Date of Birth:
	Telephone:
	Fax:
	Years with Present Employer:
	Total years of experience:

Employment & Training Record:

Summarize professional experience of trainings imparted in reverse chronological order.
Indicate particular technical and managerial experience relevant to the project:

DD/MM/YY		Title of Training with brief description of training	Name of Organization for which Training was provided	Name, Designation & Contact Detail of Focal Person from Organization for which Training was provided	Duration of Training (in hours)	No of Participants
From	To					

Education:

Highest Level of Degree	Relevance of Degree to the Assignment
PhD	
MPhil	
Masters	
Bachelors	

Relevant Training Certifications:

Title of Certification	Year of Certification Obtained	Authorized Body

B8 – Team And Members Of Incubation Management Program (Summary)

#	Name	Qualification	Position/ Organization	No. of years of Experience	Relevance to the Assignment	Role in this Project	Category of Employment (temp, Perm, on call)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Section C. Financial Proposal - Standard Forms

C1. Financial Proposal submission form

C2. Summary of costs

C3. Breakdown of Major CAPEX & OPEX

C4. Breakdown of remuneration per activity

C5. All other Operational Expenses to be quoted in the bid, including but not limited to Staff Salaries, Utilities, Engagement Activities, Professional Services, Consulting Assignments, Advertisement Expense, Legal fees, License fees and Insurance etc.

C1. – Financial Proposal Submission Form

[Location,

Date] To:

Executive Director

Jabalpur Smart City

Limited

Manas Bhawan, Wright Town

Jabalpur, MP - 482001

Email: anuj.agrawal@jscljabalpur.org

Sir,

We, the undersigned, offer to provide services for development of **Jabalpur Incubation Center** in accordance with your Request for Proposal dated [Date of Advertisement] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [Amount in words and figures]. This amount is inclusive of all the local taxes, duties, fees, levies and other charges applicable on our company, our sub-contractors and collaborations under the Indian law.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

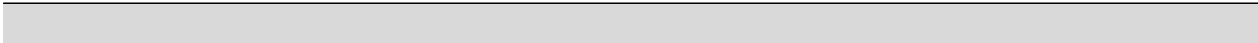
Name and Title of Signatory:

Name of Firm:

Address:

C2. – Summary of Costs

Costs	INR Rupees
Subtotal	
Local Taxes	
Total Amount of Financial Proposal	



C3. – Breakdown of Major CAPEX & OPEX

CAPEX	Y0	Y1	Y2	Y3	Y4	Y5
Renovation Cost						
Furniture						
Fixtures						
HVAC						
Backup Power (Genset and UPS)						
Fire Safety						
Security System						
ICT Allied Infrastructure						
Laptops*						
Shared Resources including Printers, Photocopiers, Scanners etc						
Any other items						
Sub Total						

* On requirement basis.

OPEX	Y0	Y1	Y2	Y3	Y4	Y5
Utilities						
HR Cost/Salaries of Core Team Members, Support Staff etc.						
Workshops						
Advertisements/ Outreach Plan						
Guest Speaker session (1 per week)						
Domain Specialists/ Mentorship sessions						
Repair & Maintenance						
Any other Expenses						

Sub Total						
OPEX						
Optional						
Pitching Events for Venture Capital Funds						
Per-incubatee marginal cost in case of 40+ incubates						
Any other Expenses						
Sub Total						



C4. – Breakdown of Remuneration per Activity (where applicable)

Activity No. _____		Name: _____		
Names	Position	Rate	Unit (hrs, numbers etc.)	Amount
Regular staff				
Part time staff				
On-call consultants				
Grand Total				_____



C5. – All other Operational Expenses (Itemized List)

Annexure A

One Stage Two envelope Procedure for Bidding

Single stage - Two envelope procedure:

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which do not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the **financial proposals of the technically accepted bids only**. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted.

Annexure B

Eligibility Criteria (Mandatory Criteria)

All proposals must meet the mandatory eligibility criteria. The Proposals that does not meet mandatory eligibility criteria shall be rejected and shall not be evaluated further.

#	Mandatory Eligibility Criteria	Yes	No
1	Proof of Certificate of Incorporation or Registration or equivalent	<input type="checkbox"/>	<input type="checkbox"/>
2	<ul style="list-style-type: none">• Proof of NTN Certificate,• GST Registration Certificate (<i>if applicable</i>)• FTN certificate/Tax exemption certificate(<i>for public sector entity</i>)	<input type="checkbox"/>	<input type="checkbox"/>
3	Affidavit on stamp paper that the Bidder is not insolvent and bankrupt. Moreover, that bidder is not blacklisted or debarred by Public Procurement, Government, Semi-Government, Private, Autonomous body or any other interJabalpur organization.	<input type="checkbox"/>	<input type="checkbox"/>
4	Affidavit on stamp paper that the bidder is an active tax payer and has submitted its tax return for the preceding fiscal year.	<input type="checkbox"/>	<input type="checkbox"/>

DRAFT AGREEMENT

AGREEMENT

BETWEEN

THE JABALPUR SMART CITY LIMITED

AND

[PLEASE INSERT NAME]

Dated _____

THIS AGREEMENT (this “**Agreement**”) is made at JABALPUR on this [*] day of [*], [20]

BY AND BETWEEN

THE JABALPUR SMART CITY LIMITED, a company registered under the Companies, 2013, with its office at Manas Bhawan, Wright Town, Jabalpur India (hereinafter referred to as the “**Company**” and/or “**Jabalpur Smart City Limited**” which expression shall, where the context so permits, mean and include its successors-in-interest, administrators and assigns), of the One Part;

AND

[*please insert name of entity*], [a company incorporated under the laws of INR, having its registered office at [*please insert address*] with incorporation No: [*please insert incorporation number*], (hereinafter referred to as the “*insert name to be given to the Successful Bidder*”), of the Other Part.

(The Company and the “*insert name to be given to the Successful Bidder*” are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”, wherever the context so requires).

WHEREAS the Company wishes to promote efficient, sustainable and effective information and communication technology initiatives through synergic development of industrial and academic resources;

WHEREAS Jabalpur Smart City Limited Board mandated the Company to solicit proposals from potential bidders for establishment of purpose built ICT incubator i.e. the Jabalpur Incubation Center;

WHEREAS the [*insert name to be given to the Successful Bidder*] has submitted a proposal for the Jabalpur Incubation Center Project (as hereinafter defined) which has been subsequently reviewed and approved by the Company for funding;

WHEREAS the Company has vide letter dated [_____] accepted the proposal dated [Insert date] submitted by the [*insert name to be given to the Successful Bidder*] and has accordingly accepted to fund the establishment & operations of the Jabalpur Incubation Center Project, on the terms set forth in this Agreement.

AND WHEREAS the Parties are now desirous of reducing into writing their agreement on their respective rights and obligations in relation to the execution and funding of the Project and matters related thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration the adequacy of which is hereby acknowledged by the Parties and the mutual benefits to be derived therefrom, the representations and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions:** In this Agreement, the following terms shall have the meaning ascribed thereto below:

- a) **“Agreement”** means this signed agreement together with the Project Portfolio and Appendices, which form an integral part of this Agreement;
- b) **“Appendix”** means an Appendix attached to the Project Portfolio, which shall be considered an integral part of the Project Portfolio, in the hierarchy as set forth in Section 1.2 (viii);

- c) **“Board”** means the Board of Directors of the Jabalpur Smart City Limited.
- d) **“Project Documents”** means:
 - (i) this Agreement; and
 - (ii) the Project Portfolio
- e) **“Deliverables”** means the tasks, activities, products, reports, drawings, plans, documents, data, information and the like, whether in draft or final form, required to be performed and/or delivered by the [insert name to be given to the Successful Bidder] under the Project Documents;
- f) **“Disclosing Party”** means the Party which discloses Information to the Receiving Party;
- g) **“Effective Date”** means the date of signing of this Agreement between the Company and the [insert name to be given to the Successful Bidder];
- h) **“Grant”** means the approved funding for the Project, as more fully set forth in the Project Portfolio;
- i) **“Incubator” or “Jabalpur Incubation Center”** means “an Entrepreneur development platform funded by Jabalpur Smart City Limited and outsourced to a professional management team with an objective to accelerate the growth and success of entrepreneurship. It will be achieved through a wide array of business support resources including but not limited to site management, marketing, technical knowhow, trainings, management resources, mentorship, physical space, shared Information Technology services and assistance in obtaining finance/startup capital to ensure enterprise growth at all times during the Term;
- j) **“Information”** means all information or data (whether provided orally, visually, in writing or in any other method) which is directly or indirectly disclosed to or made available to a Party (including its employees, officers, advisers, agents or representatives) hereto by the other Party (including its employees, officers, advisers, agents or representatives) in relation to this Agreement or the Deliverables. Without prejudice to the generality of the foregoing definition, the “Information” shall include but not be limited to:
 - (i) Information contained in and/or ascertainable from samples, stored in and

transmitted via electronic medium, letters, papers, drawings, manuals, technical and test reports, proposals, financing and legal information; and

- (ii) any information relating to any Party's processes, procedures, plans, intentions, products and services information, know-how, Intellectual Property and Intellectual Property Rights, market opportunities, customers or other business affairs.
- k) **“Intellectual Property Rights”** means “rights in intellectual property, whether or not any of these rights is registered, and includes all applications for such right, matter or thing or registration thereof and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these rights which may subsist anywhere in the world”.
- l) **“Key Personnel”** mean the personnel as defined in Clause 13.1 of this Agreement.
- m) **“Project”** means the project titled as **Jabalpur Incubation Center Project** as more fully described in the Project Portfolio;
- n) **“Project Portfolio”** means the detailed description and plan for the Project approved for funding by the Company and attached to this Agreement as Annexure 1. The Project Portfolio consists of:
 - (i) Project Proposal approved by the Company (Appendix A);
 - (ii) Project Monitoring Schedule (Appendix B);
 - (iii) Milestones Chart (Appendix C);
 - (iv) Phased Disbursement Schedule (Appendix D); and
 - (v) Request for Proposal (Appendix E).
- o) **“Receiving Party”** means the Party to whom the Information is disclosed by the Disclosing Party;
- p) **“Request for Proposal”** means the Request for Proposal dated [INSERT DATE] issued by the Company for the purposes of the Project.
- q) **“Jabalpur Incubation Center Project”** means setting up of an information & communication technologies development project focusing on creating strong economic impact by successfully supporting start-up and emerging technology companies to create and /or commercialize knowledge-intensive products and services through establishment of a purpose- built Incubator by the [Successful Bidder] in accordance with this

Agreement.

- r) “**Term**” means the period for completion of the Project given in the Project Proposal (Appendix A) as Project Duration starting from the Effective Date of this Agreement and/or till delivery of the Deliverables by the [**Successful Bidder**] to the satisfaction of the Company.

1.2. **Interpretation:** In this Agreement (except where the context otherwise requires):

- (i) Words and expressions defined in any provision of this Agreement, other than Section 1.1 hereinabove, shall bear the respective meanings assigned to them in the relevant Sections.
- (ii) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (iii) Any reference to a statute or law shall include that statute or law as amended, re-enacted or extended.
- (iv) The headings in the Agreement are included for ease of reference only and shall not be used in its interpretation.
- (v) Words importing persons shall include firms and corporations, the masculine shall include the feminine and the singular includes the plural and vice versa, all where the context so requires.
- (vi) Approval as required under this Agreement, shall mean approvals (including confirmations) which are to be obtained in writing, as agreed between the Parties;
- (vii) The Recitals, Appendices and Annexes form an integral part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Recitals, Appendices and Annexes.
- (viii) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years of the Gregorian Calendar.
- (ix) All references to reports, intimation, information and/or communication to the Company hereunder shall mean reports, intimation, information and/or communication to the Company.

- (x) All the defined terms used in this Agreement but not specifically defined shall have the same meaning as ascribed to them in the Request for Proposal.
- (xi) In case of any conflict and/or inconsistency between any statements, terms or provisions contained in the Project Documents and/or the Appendices thereto, the order of precedence shall be as follows:
 - (a) This Agreement;
 - (b) Phased Disbursement Schedule (Appendix D of the Project Portfolio);
 - (c) Project Monitoring Schedule (Appendix B of the Project Portfolio);
 - (d) Milestones Chart (Appendix C of the Project Portfolio);
 - (e) The Request for Proposal for the Project dated **18th May 2017** (Appendix E of the Project Portfolio) ;and
 - (f) Project Proposal approved by the Company (Appendix A of the Project Portfolio).

2. MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1. Both parties, to their respective extent, represent, warrant and covenant, as applicable, as follows:
 - (i) Each party has the full corporate power and authority to enter into this Agreement and perform its obligations hereunder as a body corporate/corporation, duly formed, validly existing and in good standing under the laws of India and is duly authorized and qualified to conduct transactions/business in India;
 - (ii) The execution, delivery, and performance of this Agreement has been duly authorized by all requisite corporate/administrative action and this Agreement constitutes a legal, valid and binding obligation of each party, enforceable against it in accordance with its terms;
 - (iii) Neither the execution, delivery nor performance of this Agreement conflicts with, or results in a violation or breach of the terms, conditions or provisions of, or constitutes a default under, the organizational documents of either party or any contract or other instrument under which either party or its assets are bound, nor violates or conflicts with any applicable law or any judgment, decree, order, writ, injunction or award applicable to either party;
 - (iv) Neither party is in violation of any applicable law, which violation, individually

or in the aggregate, would affect the performance of its obligations under this Agreement;

- (v) The Jabalpur Incubation Center will be supervised in three tiers:
 - b. The overall operations/activities of NIC shall be conducted under supervision of the Board.
 - c. Monitoring of operations/activities of NIC shall be carried out by the Company as per its inherent funding and monitoring mandate.
 - d. The Incubator Management team itself (to be appointed by the Successful Bidder) shall also effectively monitor the activities of the project.
- (i) There is no pending controversy, legal action, arbitration proceeding, administrative proceeding or investigation instituted, or to the best of either party's knowledge threatened, against or affecting, or that could affect, the legality, validity and enforceability of this Agreement, nor does either party know of any basis for any such controversy, action, proceeding or investigation; and
- (ii) Each party has examined this Agreement, including the Project Portfolio attached hereto, thoroughly and become familiar with all its terms and provisions.

3. BASIC SCOPE

3.1. Subject to and in accordance with the terms of this Agreement:

- (i) the [insert name to be given to the Successful Bidder] shall set up, maintain and manage the Jabalpur Incubation Center Project in accordance with this Agreement;
- (ii) the [insert name to be given to the Successful Bidder] shall execute and implement the Project and shall perform and deliver all Deliverables in accordance with the Project Portfolio with due care and without negligence; and
- (iii) the Company shall disburse the Grant to the [insert name to be given to the Successful Bidder] in accordance with the schedule given in the Phased Disbursement Schedule subject to verification of deliverables accomplished (*Appendix D of the Project Portfolio*).

4. PRINCIPAL DUTIES OF THE PARTIES

4.1. Duties of the [insert name to be given to the Successful Bidder]

The [insert name to be given to the Successful Bidder] shall:

- (i) Implement the Project and establish a purpose built Incubator in Jabalpur at allocated space of Civic Center building. The NITB building is located at following address: **Civic Center, Mazanin Floor, Block No 9, North Wing, Sector No 18, Civic Center, Jabalpur.**
- (ii) Provide conducive environment to host 40 incubatees. The established setup would cover both Incubator and Accelerator. In case number of Incubatees increases beyond 40, modalities of the same shall be jointly defined by Incubator and the Company;
- (iii) Provide arrangement to accommodate virtual tenancy up to 10% of the total number of Incubatees population. Virtual tenancy may commence after first year of the operations of Jabalpur Incubation Center.
- (iv) Appoint professional management team to run the operations of the Incubator;
- (v) perform and deliver the Deliverables listed in the Project Portfolio with care, skill, diligence, honesty and integrity and with generally accepted standards of good practice and prudence;
- (vi) complete and deliver all Deliverables and perform all its obligations under this Agreement within the time stipulated in the Project Portfolio. Time shall be of the essence of this Agreement;
- (vii) shall fully comply with any representations, warranties and undertakings provided in the Project Portfolio relating to the quality and contents of the Deliverables;
- (viii) use its reasonable endeavors for the successful and timely completion of the activities, tasks or deliverables which are not quantified or for which no measurable indices are given in the Project Portfolio;
- (ix) submit reports as mentioned in the Project Documents;
- (x) regular monitoring of Jabalpur Incubation Center will be done by the Company.

- (xi) present on regular basis to the Company progress achieved in all aspects of the Project;
- (xii) keep detailed records of all acts and things done in relation to the Project and, at the Company's request, shall either make all such records available for inspection or shall provide the Company with true and accurate copies thereof;
- (xiii) comply with all applicable laws, as they exist in India from time to time, including safety and security standards applicable to the activities and tasks covered under the Project;
- (xiv) apply for, obtain and maintain at all times all permissions, consents, licenses, leases, approvals, authorizations and the like required from any private or public sector entity for performance of its obligations under this Agreement and, where applicable, assign or transfer the same to the Company or its authorized representatives for the uninterrupted use, benefit and enjoyment of the Deliverables during and after the Term (the “**Transition Deliverables**”). Upon successful completion of the Project, the Transition Deliverables may be transferred back to the [insert name to be given to the Successful Bidder] by the Company as may be determined by the Company;
- (xv) use its best efforts to ensure that all the data, information and beliefs included, or relied upon, in the Deliverables are accurate to the best of its knowledge. All tests and measurements shall be made in accordance with the recognized quality assurance protocols, where applicable. In the event the [insert name to be given to the Successful Bidder] obtains or relies on any derived data, information or beliefs, it shall utilize reasonable and customary efforts to ensure the quality and information of such data, information or beliefs;
- (xvi) promptly and accurately respond to the review of the Deliverables by the Company, either by providing explanations of technical information or by responding to reasonable requests for revisions to the Deliverables;
- (xvii) Develop a web portal within four (4) weeks of the execution of the Project. In addition to the information with respect to the Company along with its logo/emblem, the web portal shall contain any and all the relevant and updated details related to the Project. “Updated”, means any and all the updates, reports, summary of the Project and information as required by the Monitoring Department of the Company in accordance with Appendix B and C.

4.2. Duties of the Company

The Company shall:

- (i) disburse the Grant in accordance with the schedule given in Appendix D and clause 7 hereunder;
- (ii) ensure monitoring against defined KPIs and agreed Program management methodology;
- (iii) respond to requests for information (which the [insert name to be given to the Successful Bidder] is not reasonably expected to obtain itself within the scheme of the Project Portfolio) in a timely and proper manner; and
- (iv) exercise all powers and discretion vested in it under this Agreement reasonably and with the objective of realization of the aims and objectives of the Project.

5. MONITORING PROJECT PERFORMANCE

5.1. Monitoring of the project will be in line with the “project monitoring frameworks” of the Jabalpur Smart City Limited.

5.2. Responsibilities of the [insert name to be given to the Successful Bidder]

[insert name to be given to the Successful Bidder] has full responsibility for the conduct of the Project and/or the Deliverables in light of the Grant, and for the results achieved.

The [insert name to be given to the Successful Bidder] is obligated to monitor the performance of the Project to assure adherence to performance goals, time schedules or other requirements as appropriate to the Project. In order to carry out these responsibilities, the [insert name to be given to the Successful Bidder] agrees to prudently manage all expenditures and actions in relation to the Grant. Documentation for each expenditure or action affecting the Grant shall reflect appropriate organizational reviews or approvals, which should be made in advance of the action. Organizational reviews are intended to help assure that expenditures are allowable, necessary and reasonable for the conduct of the Project, and that the proposed action is (i) is consistent with the terms of this Agreement; (ii) is consistent with the applicable policies of the Company; (iii) represents effective utilization of resources; and (iv) does not constitute a change in objective or scope of the Grant, Deliverables and/or the Project Portfolio.

5.3. Notifications and Approvals by the [insert name to be given to the Successful Bidder]

- (i) Approval List (*Appendix [*] of the Project Portfolio*) provides a listing of approvals that the [insert name to be given to the Successful Bidder] is required to seek from the Company in light of the Project. While the listing is not intended to be all-inclusive, it does highlight the most frequent areas where specific approval is required.
- (ii) All approvals required under the Approval List (*Appendix [*] of the Project Portfolio*) shall be communicated to the Company in writing.

5.4. Review by the Company

- (i) The Company shall have the right, at all reasonable times, to ask for all information related to project progress, to make interventions under the inherent funding and monitoring mandate to keep the project aligned with the scope and objectives agreed and committed by the bidder, to make site visits to review (i) Project accomplishments; and (ii) management control systems and administration. If any site visit is made to the premises of the Project, the [insert name to be given to the Successful Bidder] shall provide all reasonable facilities and assistance for the safety and convenience of the Company representatives.

6. CHANGES IN PROJECT SCOPE OR METHODOLOGY

6.1. Change in scope

Neither the phenomena nor the objectives of the Project stated in the Project Portfolio should be changed without prior Company approval. Significant changes in methods or procedures should be reported to the Company. Such changes should be proposed to the Company by the [insert name to be given to the Successful Bidder], and the approval thereof shall be at the sole discretion of the Company.

6.2. Significant Changes, Delays or Events of Unusual Interest

In the event there are problems, delays or adverse conditions that will materially affect the ability to attain the objectives of the Project or to meet such time schedules as may have been proposed, the [insert name to be given to the Successful Bidder] should, as soon as reasonably/practically becoming aware of the same, inform the Company of such event(s), and propose a reasonably detailed mechanism to remedy such event.

6.3. Changes in [insert name to be given to the Successful Bidder] or Person-Months Devoted to the Project

6.3.1. Basic Requirements

As soon as the [insert name to be given to the Successful Bidder] becomes aware that the [any of the Key Personnel] will: (i) devote substantially less effort to the Project than anticipated and/or set forth in the Project Portfolio; or (ii) otherwise relinquish active direction of the Project, the [insert name to be given to the Successful Bidder] shall immediately advise the Company of the remedial measures so that proper and appropriate action can be undertaken by the Successful Bidder with the consent of the Company and the Successful Bidder ensuring at all times that the Project continues uninterrupted in accordance with the Project Portfolios.

6.3.2. Change in Person-Months/Time Devoted to the Project

In the event that there is a reduction of 25% or more in time that the [insert name to be given to the Successful Bidder] should be spending on the Project in any annual quarter, the [insert name to be given to the Successful Bidder] shall intimate the Company of such reduction in person-months devoted to the Project. If the determines that the reduction of effort will substantially impair the successful execution of the Project, the Company may:

- (i) require the [insert name to be given to the Successful Bidder] to nominate a

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replacement [insert name to be given to the Successful Bidder], acceptable to the

Company; or

- (ii) initiate the termination procedures described in Section 12 (*Term, Suspension and Termination*)

6.3.3. Substitute [any of the Key Personnel of the Successful Bidder]

In the event that a substitute [insert name to be given to the Successful Bidder] is proposed to the Company by the [insert name to be given to the Successful Bidder], for Approval, in terms of Section 6.3.4 (i), the [insert name to be given to the Successful Bidder] must advise the Company of the substitute [insert name to be given to the Successful Bidder]'s name, qualifications, and current and pending support for Project. If approved by the Company, the proposed substitute [insert name to be given to the Successful Bidder] will be substituted in place of the [insert name to be given to the Successful Bidder], and shall be deemed to be the [insert name to be given to the Successful Bidder] from thereon forth. If the substitute [insert name to be given to the Successful Bidder] is not approved, the Company may take measures, pursuant to Section 12 (*Term, Suspension and Termination*) to suspend or terminate the Grant.

7. DISBURSEMENT OF THE GRANT

- 7.1. Disbursements of the Grants shall be based on submission of invoices raised in accordance with the Disbursement (Appendix D) Plan along with the Milestones Chart with deliverables (Appendix C) and clause 8 of this Agreement. Invoices shall duly list the work performed and expenses incurred (together with supporting time-sheets, receipts, vouchers and the like). The Company may withhold payment against an invoice pending satisfactory compliance of the relevant Deliverable within the Project Portfolio.
- 7.2. No services, equipment, material, test apparatus, real estate property or any other items shall not be purchased with sums representing the Grant, nor shall any improvement or modification be made thereto unless specifically included in the Project Portfolio as approved by the Company.
- 7.3. The [Successful Bidder] shall be responsible to comply with the relevant tax laws as applicable in India. All taxes shall be deducted as per applicable laws of India.

8. RECORDS, RETENTION AND AUDIT

8.1. Accounting

8.1.1. The **[insert name to be given to the Successful Bidder]** shall maintain accurate accounting information in the standard accounting formats and financial records regarding the Project in conformity with Generally Accepted Accounting Principles (GAAP). The Company or its authorized agents may obtain a copy of such records and shall have access to such records at any reasonable time during normal business hours during the entire term and for a period of three (3) year after the expiry of the Term (the “**[insert name to be given to the Successful Bidder] Audit**”). In the event that material inconsistency is found between the existing accounting records of the **[insert name to be given to the Successful Bidder]** in relation to the Project and the **[insert name to be given to the Successful Bidder] Audit**, the **[insert name to be given to the Successful Bidder]** shall its own cost and expense, have a new audit incurred, by auditors approved by the Company, at the sole cost of the **[insert name to be given to the Successful Bidder]**, and such cost shall in no manner form part of the Grant.

8.1.2. The Company may cause to be carried out the audit of the accounting records or performance audit of the **[insert name to be given to the Successful Bidder]** pertaining to the Project at any time during the Term and within three (3) year after the expiry of the Term.

8.1.3. The Grant disbursed by the Company to the **[insert name to be given to the Successful Bidder]** for the Project shall be maintained in a separate bank account titled “**Insert Title**”, (the “**Grant Account**”) unless specifically authorized otherwise by the Company.

The **[insert name to be given to the Successful Bidder]** shall facilitate audit(s) of the Grant received for the Project from an SBP enlisted „A“-rated Chartered Accountant firm, appointed directly by the Company.

8.2. Financial

8.2.1. All invoices shall be raised by the **[insert name to be given to the Successful Bidder]** duly signed by its authorized signatory. Besides any other relevant information, the invoices shall contain title and number of the bank account and the breakup of the cost heads against which the amount is required.

8.2.2. All invoices shall be supported by latest bank statement, summary of funds utilization and budget vs. actual cost comparison (if required). In case of procurement during a quarter, copies of the original paid invoices shall also be attached.

- 8.2.3. The [insert name to be given to the Successful Bidder] will submit quarterly financial reports to the Company in accordance with the format provided for the purpose by the Company.
- 8.2.4. The Company will sponsor the Project in accordance with the details given in its acceptance of the Project Proposal submitted by the [Successful Bidder] and this Agreement. All disbursements will be made according to the disbursement plan along with the Milestones Chart with deliverables (Appendix C) attached herewith as Phased Disbursement Schedule (Appendix D).
- 8.2.5. The amount to be paid by the Company as mentioned in the Disbursement Plan (unless otherwise expressly stated or modified in the Project Documents) is the maximum funding commitment and cannot be modified/alterd/changed without the Company's prior approval/written consent. Any other expenses whether associated with the Project or otherwise, not mentioned in this Agreement and its attachments shall be borne by the [insert name to be given to the Successful Bidder].
- 8.2.6. Notwithstanding anything to the contrary contained in this Agreement, all payments of the Grant shall be subject to the proper and timely performance of the Project by the [insert name to be given to the Successful Bidder] in accordance with the terms and conditions of this Agreement. Disbursement for direct expenses as given in the Project Proposal will be made at actual.
- 8.2.7. Wherever applicable under the services cost, the budget approved for rent, utilities and communication expenses shall be utilized vis-à-vis the Company's agreed share in the cost. In case of renewed lease agreement at lower cost, regardless of the amount approved under the budget, the percentage cost share of the Company shall be reduced accordingly.
- 8.2.8. No amount from the "Contingency"s" cost head per the approved budget, attached in the project proposal, shall be spent for purchase of any movable or immovable assets including kitchen appliances, office furniture and fixtures, lighting equipment, office decor items, electric generators etc., unless expressly approved by the Company.

9. REPORTING

9.1. Annual Reports

- 9.1.1. The [insert name to be given to the Successful Bidder] shall prepare and submit annual reports to the Company, within 15 days of the end of each 3 month period. Such annual report shall be in addition, not substitution of the quarterly progress reports submitted by the [Successful Bidder] and shall include the details of Deliverables and utilization of the

funds/disbursements made by the Company, progress on each of the comments/observation of the Company during the preceding year and the targets for the next 12 months period.

9.2. Final Project Report

- 9.2.1. Within 30 days following expiration of the period of the Grant/Project, a final project report must be submitted to the Company in the form and manner as communicated to the [insert name to be given to the Successful Bidder].

10. **PROPERTY MANAGEMENT**

10.1. Title to property, Deliverables

All property, movable, immovable, tangible or otherwise acquired or purchased by utilizing sums representing the Grant, and all Deliverables at any stage of the progress of the Project and whether in draft form or completed (the “**Equipment**”) shall be and remain the absolute property of the Company, provided that, the Company may, in its sole discretion, upon successful completion of the Project, transfer title to some or all of the movable and immovable properties to the [insert name to be given to the Successful Bidder].

11. **INTELLECTUAL PROPERTY RIGHTS**

11.1. New Intellectual Property

- 11.1.1. The Project is envisaged, initiated and being funded by the Company and the Deliverables are being performed and delivered by the [insert name to be given to the Successful Bidder] upon the instructions, and on behalf of, the Company. Therefore, the [insert name to be given to the Successful Bidder] hereby acknowledges and agrees that all Intellectual Property Rights created or generated in the course of the Project and/or as a result of the performance and delivery of the Deliverables shall vest in and be the absolute property of the Company (the “**Developed IPR**”).

- 11.1.2. Except as otherwise provided in this Clause 11 (including Sections 11.2 and 11.3), none of the provisions of this Agreement shall be deemed or construed to result in any transfer, assignment or waiver (whether partial or otherwise) of the Developed IPR of the Company to the [insert name to be given to the Successful Bidder] or any other third party whatsoever.

- 11.13. The [insert name to be given to the Successful Bidder] shall execute, or procure the execution of, at the Company's expense, all assignments, licenses, assurances, deeds, documents and acts as may be reasonably required under the applicable laws to fully and absolutely vest the Developed IPR in the Company subsisting anywhere in the world.
- 11.14. Furthermore, the [insert name to be given to the Successful Bidder] shall provide all necessary assistance and support to the Company in registering the Developed IPR under the applicable laws, if required. For the avoidance of doubt, the Developed IPR shall not include any Intellectual Property Rights which the [insert name to be given to the Successful Bidder] may have created prior to the Effective Date or outside of the scope of the Project Portfolio, provided the existence of such prior Intellectual Property Rights is notified in advance by the [insert name to be given to the Successful Bidder] and documented in the Project Portfolio. The [insert name to be given to the Successful Bidder] shall, upon request, confirm to any prospective licensee or assignee of the Company the rights of the Company under this Clause 11.
- 11.15. Any failure by the [Successful Bidder] to facilitate the transfer and to ensure that the Developed IPR fully vests in the Company (as mentioned above) for reasons attributable to the [Successful Bidder] after expiry of a time frame stipulated by the Company shall result in immediate and automatic forfeiture of any license granted by the Company to the [Successful Bidder] in connection with and/or for use of the Developed IPR. Additionally, if such failure is found by the Company to be on account of malicious or malafide intents or activity on the part of the [Successful Bidder], the Company shall reserve the right for a full legal recourse, and the [Successful Bidder] shall be liable jointly and/or severally (as the case may be) to reimburse the Grant provided for the Project and also compensate the Company for all losses incurred as a consequence of such failure.
- 11.16. The Company may assign or license its rights in the Developed IPR to any person/entity on such terms as the Company may deem appropriate.

11.2. Existing Intellectual Property

- 11.2.1. To the extent that: (a) the Developed IPR incorporates any Intellectual Property of the [insert name to be given to the Successful Bidder] or any third party, or (b) where the use, benefit or enjoyment of the Developed IPR is dependent on the existing Intellectual

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Property of the [insert name to be given to the Successful Bidder] or any third party (together the "**Existing IPR**"), the [insert name to be given to the Successful Bidder] shall provide or shall procure the provision to the Company of all Existing IPR on the basis of a royalty free or royalty based (as the case may be), non-exclusive, freely transferable license in perpetuity on the terms and conditions set out in this Clause 11.2.1 for unencumbered and uninterrupted use, benefit and enjoyment of the Developed IPR (the "**Existing IPR License**"). For the purposes of this Clause 11.2.1 "use, benefit and enjoyment" includes adaptation, copying and/or modification of the Developed IPR and that the Company holds the benefit of each Existing IPR License for itself and for any such person to whom it may license, assign or transfer the Developed IPR, on the terms that:

- (i) all costs relating to the Existing IPR License are once only fees payable to the party owning the right;
- (ii) the Existing IPR License shall permit the use of and access to such Existing IPR by any person to whom the Company may transfer, assign or license the Developed IPR;
- (iii) where applicable, the [insert name to be given to the Successful Bidder] shall place or shall procure that the source coding of any licensed software is placed in escrow with an independent third party and shall require that independent third party to enter into an escrow agreement with the Company;
- (iv) the Existing IPR License shall not restrict any of the Company's rights and remedies under these conditions in respect of the Developed IPR; and
- (v) in the event that any license to the [insert name to be given to the Successful Bidder] for the Existing IPR is terminated for any reason other than the default of the Company then the [insert name to be given to the Successful Bidder] shall at its own expense either (i) obtain a license entitling the Company to continue using such Existing IPR; or (ii) replace such Existing IPR without detracting from the overall performance of the Project; in each case, in terms no less favorable than the terms of this Clause 11.2; and
- (vi) the Existing IPR License shall be granted by the [insert name to be given to the Successful Bidder] shall procure the grant of the Existing IPR License to the Company on the date any Deliverable making use of or incorporating the Existing IPR is delivered to the Company (whether in draft or final form).

11.3. General

11.3.1. Indemnification for Plagiarism and/or Breach of IPR

The [insert name to be given to the Successful Bidder] hereby warrants and undertakes that the Information included in the Proposal for approval by the Company and/or matured in the form of Deliverables and/or all Intellectual Property Rights in, arising out of or capable of legal recognition in respect of the Project is/are (a) not plagiarized; (b) has/have already been wholly or partially created, developed or researched by the [insert name to be given to the Successful Bidder] prior to the signing of this Agreement; (c) is/are not the copied work of any other person; and/or (d) does not infringe the Intellectual Property Rights of any third party anywhere in the world. “Plagiarism” means the unauthorized use or close imitation of the language and thoughts of another author and the representation of them as one's own original work. Copied work would occur when the [insert name to be given to the Successful Bidder] might be found to duplicate another person’s language, ideas, creative expression, intellectual property, an imitation or reproduction of an original or other related work in the Project and then call the work its own. The [insert name to be given to the Successful Bidder] would further ensure that the Project has no unauthorized resemblance or similarities with any other project which is in the same field as the Project or a closely connected field or with the research or development of any product or process similar to or closely connected with the Project of a third party. Hence, any violation of this Clause 11.3.2 shall be regarded as a material breach of this Agreement, entitling the Company to, in addition to all other remedies available to it under the law: (a) terminate this Agreement forthwith; and (b) recover the entire amounts paid to the [insert name to be given to the Successful Bidder] till the effective date of termination.

11.3.2. The [Successful Bidder] shall further protect, indemnify and defend the Company, its officers, members, directors, employees, agents and consultants, against, and hold each of the foregoing harmless from, at all times after the date hereof, any and all claims demands, proceedings/costs, charges and losses incurred, suffered, sustained or required to be paid by, or sought to be imposed upon any of such aforesaid persons/entities, arising directly out of any breach or infringement by the [Successful Bidder] of any Intellectual Property Rights of any third party in the performance of its obligations under this Agreement.

11.3.3. If any such proceedings are brought, or any claim is made, against the Company, arising out of the matters referred to herein, the Company shall promptly give the [insert name to be given to the Successful Bidder] notice of such proceedings or claims, and the [insert name to be given to the Successful Bidder] shall at its own cost and expense and in the Company’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

11.3.4. If the [insert name to be given to the Successful Bidder] fails to notify the Company within seven (07) days after receipt of such notice that it intends to defend any such proceedings or claim, then the Company shall be free to defend the same on its own behalf at the cost of the [insert name to be given to the Successful Bidder]. The [insert name to be given to the Successful Bidder] shall, however, at the request of the Company, afford all available assistance to the Company in the defense of such proceedings or claim.

11.3.5. The provisions of this Clause shall survive the termination or expiry, as the case may be, of this Agreement.

TERM, SUSPENSION & TERMINATION

11.4. Term

The period for completion of the Project shall be the Project Duration as given in the Project Proposal (Appendix A – Section 1 sub-section I) starting from the Effective Date of this Agreement. However, the duration of the Term may be extended by agreement of the Parties in writing.

11.5. Suspension

11.5.1. Grant may be suspended or terminated in whole or in part in any of the following situations by;

- (i) the Company when the [insert name to be given to the Successful Bidder] has materially failed to comply with the terms and conditions of this Agreement;
- (ii) the Company when the Company has other reasonable cause;
- (iii) the Company when the Company *prima facie* believes that there has been „misconduct“ in relation to the Grant;
- (iv) by mutual agreement, however, if the Company and the [insert name to be given to the Successful Bidder] cannot reach an agreement, the Company reserves the right to unilaterally terminate the Grant; or

- (v) the [insert name to be given to the Successful Bidder] on written notice to the Company setting forth the reasons for such action, the effective date.

11.5.2. Generally, the action to suspend or terminate the Grant, by the Company, will be taken only after the [insert name to be given to the Successful Bidder] has been informed by the Company of the proposed action, or informed of any deficiency on its part and given an opportunity to correct it. The Company, however, may immediately suspend or terminate the Grant without notice when it believes such action is reasonable to protect the interests of the Company and or the Government.

11.5.3. No costs incurred during a suspension period or after the effective date of a termination will be allowable, except those costs which, in the opinion of the Company, the [insert name to be given to the Successful Bidder] could not reasonably avoid or eliminate, or which were otherwise authorized by the suspension or termination notice, provided such costs would otherwise be allowable under the terms of the Grant.

11.6. Termination

11.6.1. Automatic Termination

This Agreement, except for those provisions which, by their own terms, extend beyond the Term, shall terminate upon the latter of the following events:

- (i) the completion of all Deliverables as detailed in the Project Portfolio, duly certified / approved by the Company; or
- (ii) the final disbursement of sums under the Grant;

11.6.2. Termination by mutual consent

This Agreement shall also terminate where (i) both Parties mutually agree to terminate the Agreement in writing, or (ii) upon the continuance of an event of Force Majeure in terms of Clause 15.1.1.

11.6.3. Termination for material breach

- (i) The Company may, by issuing a written notice of termination, terminate this Agreement forthwith if the [insert name to be given to the Successful Bidder]:
 - (a) is in material breach of any of its obligations under this Agreement, which breach, if capable of remedy, is not cured by the [insert name to be given to the

Successful Bidder] within a period of twenty one (21) days after receipt of a written notice by the Company noting the breach and demanding remedy thereof; or

- (b) is in non-compliance with the ToRs under section 3 of the RFP;
- (c) has delayed the performance or delivery of any Deliverable beyond thirty (30) days of the due date thereof under the Project Portfolio, provided such delay is not attributable to an event of Force Majeure or has not been consented to in writing by the Company; or
- (d) other than for the purposes of a voluntary reconstruction or amalgamation, makes any composition or arrangement with its creditors; enters into any voluntary arrangement or a composition of debts with its creditors; has an application made under the applicable laws in respect of itself to the Court for the appointment of an Administrator or liquidator; has a winding up order made or a resolution for a voluntary winding up passed or a receiver or manager of its business or undertaking appointed.

11.6.4. Notwithstanding anything contained herein, in the event that this Agreement is terminated for material breach by the [insert name to be given to the Successful Bidder] (including but not limited to fraud, negligence or malicious or malafide intents or activity on the part of the [insert name to be given to the Successful Bidder]), the [insert name to be given to the Successful Bidder] hereby unequivocally agrees that the [insert name to be given to the Successful Bidder] shall be liable to reimburse the disbursed portion of the Grant provided for the Project and also compensate the Company for all losses incurred as a consequence of such failure.

11.6.5. Termination of this Agreement shall be in addition to, and not in substitution for, any other remedies that may be available to the Party serving such notice, and any termination of this Agreement by the exercise of such right shall not relieve any Party from any obligations accrued prior to the date of such termination or relieve the Party in default from liability and damages for breach of this Agreement.

11.6.6. Consequences of Termination

In the event of termination of this Agreement under Clauses 12.3.2 or 12.3.3:

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- (i) the obligation of the Company to release any disbursement under the Grant shall terminate, provided that, the Company shall remain responsible to make payments due and outstanding for the Deliverables (draft or final) performed and delivered to the Company up to the date of termination unless such Deliverables, in the opinion of the Company reasonably exercised, are not meaningful or incapable of use on their own without the completion of the remaining Deliverables under the Project;
 - (ii) subject to clause (i) above, the [insert name to be given to the Successful Bidder] shall forthwith refund any sums disbursed under the Grant which have not been accounted towards a Deliverable (draft or final) accepted by the Company;
 - (iii) the [insert name to be given to the Successful Bidder] shall provide accurate and updated accounting records detailing all sums received under the Grant and their application towards the various activities comprised in the Project Portfolio;
 - (iv) the [insert name to be given to the Successful Bidder] shall forthwith return all Information provided by the Company and provide a written undertaking that no copies or other reproductions of the Information have been retained;
 - (v) the [insert name to be given to the Successful Bidder] shall execute and deliver all licenses, assignments, deeds and instruments as may be necessary to comply with the provisions of Clause 11 to the extent of any Developed IPR or Existing IPR in relation thereto capable of legal recognition up to the date of termination and shall forthwith cease to use or make use of the Developed IPR; and
 - (vi) the [insert name to be given to the Successful Bidder] shall cease all contact with third parties on Company's behalf or in relation to the Agreement and notify the Company (with details) of the then current status of all work-in-progress. The [insert name to be given to the Successful Bidder] shall, upon request, co-operate with and afford the Company all such assistance as the Company may reasonably require to procure, where possible, the completion of the Project by a third party.
- (i) In the event of termination of this Agreement under Clause 12.3.3(ii), subject to the [insert name to be given to the Successful Bidder] performing the duties listed in this Agreement, the Company shall pay to the [insert name to be given to the Successful Bidder] (i) all sums under the Grant then due and outstanding for completed Deliverables performed and delivered to the Company, (ii) such sum as shall be fair and reasonable for the work satisfactorily began and performed at the date of termination of the Agreement and, (iii) the reasonable, additional costs directly incurred by the [insert name to be given

to the Successful Bidder] in terminating the Project which are notified to the Company within three (3) working days after the effective date of termination, such payment being in full and final settlement of any claim which the [insert name to be given to the Successful Bidder] may have in respect of such termination. Termination of this Agreement shall be without prejudice to the rights and obligations which accrued prior to the termination or which by their terms are intended to arise or operate upon or after termination.

12. PERSONNEL

12.1. The Key Personnel

12.1.1. If the Project Portfolio identifies (including by reference to the proposal for the Project) any personnel whose qualifications, skill or experience are integral to the approval of the Project by the Company, such personnel shall be referred to as the "**Key Personnel**".

12.1.2. The [insert name to be given to the Successful Bidder] shall ensure that the Deliverables are performed personally by the Key Personnel and that they observe and are bound by all provisions of this Agreement.

12.1.3. The [insert name to be given to the Successful Bidder] shall not change or replace any of the Key Personnel without the prior consent in writing of the Company, provided that, the Company shall be entitled to withhold its consent where the proposed change is likely, in the reasonable opinion of the Company, to have an adverse impact on the quality or timely completion of the Deliverables.

12.2. General

12.2.1. The Company shall, subject to consultation with the [insert name to be given to the Successful Bidder], be at liberty to object by notice in writing to the [insert name to be given to the Successful Bidder] to any person used by the [insert name to be given to the Successful Bidder] in the performance of the Deliverables who shall, in the reasonable opinion of Company, misconduct himself / herself or be incompetent or negligent and the [insert name to be given to the Successful Bidder] shall forthwith remove such person from the Project and provide an appropriate replacement and that person shall not be again used on the Project without the prior written consent of the Company.

12.2.2. Where the [insert name to be given to the Successful Bidder] provides any replacement personnel, it shall notify the Company immediately with details of the replacement for approval, which approval shall not be unreasonably withheld or delayed.

12.2.3. The [insert name to be given to the Successful Bidder] shall ensure that all personnel used in the performance of the Deliverables shall be either engaged under a contract of services or an employment arrangement between the [Successful Bidder] and the personnel and that no relationship of employer and employee or any privity of contract is created between the Company and such personnel. Accordingly:

- i) the [insert name to be given to the Successful Bidder] shall be fully responsible for all acts, defaults or neglects of such personnel;
- ii) no such person shall be entitled to any such pay or benefit, holiday pay, any pension, bonus or other fringe benefits or any other advantage or privilege enjoyed by employees of the Company. The [insert name to be given to the Successful Bidder] shall ensure that each such person is fully aware of and agrees to the provisions of this Agreement and the [insert name to be given to the Successful Bidder] shall indemnify the Company in respect of any claims that may be made to the contrary; and
- iii) the [insert name to be given to the Successful Bidder] shall fully indemnify the Company from and against any payment required to be made by the Company, if any, to such personnel under statute, contract or common law as a consequence of such person's employment being terminated or his terms and conditions of employment being adversely changed as a result of:
 - (a) a reduction in the scope of the work under the Project;
 - (b) the termination of the Agreement; or
 - (c) the termination of any employment of any such person.

12.2.4. The [insert name to be given to the Successful Bidder] shall immediately upon becoming aware of any potential or otherwise „misconduct“ relating to the Grant and/or the Project, intimate the Company, along with a report of such „misconduct“. The Company shall thereafter undertake measures to review the situation and proceed further in light of applicable policy, guidelines and this Agreement.

13. CONFIDENTIALITY

13.1.1. Save as otherwise permitted by this Clause 14, the Receiving Party undertakes and agrees in respect of the Disclosing Party's Information:

- (i) that it shall receive and maintain such Information in confidence and shall not publish or disclose such Information or permit the same;
- (ii) to apply to the Disclosing Party's Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information and which it warrants as adequate for the purposes thereof;
- (iii) that it shall use the Disclosing Party's Information only for the purposes of the Agreement; and
- (iv) not to copy, reproduce, decompile or reduce to writing or permit the same of any part of the Disclosing Party's Information except as may be reasonably necessary for the performance of the Deliverables or where contemplated or permitted in terms of this Agreement.

13.1.2. The [insert name to be given to the Successful Bidder] may disclose the Company's Information only to such of the [insert name to be given to the Successful Bidder]'s directors, officers and employees ("**Permitted Persons**") who need to know the Company's Information for the purposes of the Agreement. The [insert name to be given to the Successful Bidder]:

- (i) shall ensure that each Permitted Person is aware of and complies with the obligations of confidentiality set out in this Clause 14; and
- (ii) shall be vicariously liable for any breach of the obligations of confidentiality contained in the Agreement by such Permitted Person and shall enforce such obligations at its own expense upon the request of the Company.

13.1.3. The obligations contained in this Clause 14 shall survive the termination or expiry of this Agreement for a period of ten (10) years.

13.1.4. The obligations of confidentiality under this Clause 14 shall not apply to any Information, which:

- (i) at the time of receipt by the Receiving Party:
 - (a) is in the public domain or thereafter becomes part of the public domain; or

- (b) is lawfully already in the possession of the Receiving Party without limitation on disclosure (as evidenced by the written records of the Receiving Party existing on the date of receipt) or subsequently becomes free of limitation on disclosure, in each case, otherwise than in consequence of breach of the Agreement. For the avoidance of doubt, possession of any Information by any third party who is bound by similar obligations of confidentiality shall not constitute Information in the public domain;
 - (ii) was lawfully obtained by the Receiving Party from a person (other than the Disclosing Party) under no obligation of confidentiality to the Disclosing Party in respect thereof;
 - (iii) the Receiving Party is required to disclose by any applicable law, regulation, court order or by any competent judicial, governmental or other authority or to a Court, arbitration or administrative tribunal in the course of proceedings before it provided that the Receiving Party shall, as soon as possible after becoming aware of such required disclosure, notify the Disclosing Party thereof. The Receiving Party shall be entitled only to furnish that portion of the Disclosing Party's Information which is necessary to comply with the relevant order or requirement;
 - (iv) the Disclosing Party has approved the release of by written authorization; or
 - (v) the Receiving Party wishes to disclose to its professional advisers in connection with the interpretation or operation of the Agreement or any dispute arising therefrom, provided that the Receiving Party shall ensure that such advisers are aware of and comply with the obligations of confidentiality set out in this Clause 14 and shall be responsible for any breach of the obligations of confidentiality contained in this Clause 14 by such advisers.
- 13.1.5. The [insert name to be given to the Successful Bidder] agrees that it will not, without the prior written consent of the Company or as otherwise permitted by this Agreement, disclose to any third party the nature or content of the Agreement or the Deliverables. It shall fully indemnify the Company, without limit, against all losses, costs, damages and/or expenses (including legal fees on an indemnity basis) arising from any breach of this Clause 14.
- 13.1.6. Nothing contained herein shall prevent the Company in any manner whatsoever from publishing or disseminating in whole or in part the Deliverables for general information in such manner as the Company may in its absolute discretion deem fit.

14. FORCE MAJEURE

14.1.1. If either Party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by an event of Force Majeure and if such Party gives written notice thereof to the other party, promptly and without delay and in any case within two (2) working days of the earlier of the occurrence of the event of Force Majeure or the affected Party becoming aware thereof, specifying the matters constituting the event of Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the Party so prevented or delayed shall be excused the performance as from the date of such notice for so long as such cause or delay shall continue and the respective dates for performance set out in the Project Portfolio shall be extended on a day-for-day basis during the continuance of the event of Force Majeure. If the event of Force Majeure continues to have effect for a period of more than ninety (90) days the Party not claiming relief under this Clause 11 shall have the right to terminate this Agreement upon giving a notice of termination to the other Party, such notice to take effect fourteen (14) days after the date thereof, but such notice shall not take effect if the Party claiming relief gives notice within that period that the event of Force Majeure has ceased and that it is capable of resuming its performance under this Agreement.

14.1.2. For the purposes of this Agreement, “event of Force Majeure” means any event or circumstance, or combination of events or circumstances, that that is beyond the reasonable control of a Party that materially and adversely affects the performance by that Party of its obligations under or pursuant to this Agreement; provided that such event or circumstance, or combination of events or circumstances, shall not constitute an event of Force Majeure to the extent that it, or such material adverse effect, could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. In particular, events of Force Majeure shall include, but not be limited to, strikes, lockouts, industrial action (that is widespread and not limited to the affected Party), civil commotion, riot, invasion, act of terrorism, war, threat of or preparation for war, fire, explosion, storm, flood, cyclone, typhoon, tornado, earthquake, subsidence, epidemic or other natural physical disaster or political interference with the normal operation of the affected Party, provided that, Force Majeure shall not include the lack of financial means for the affected Party to perform its obligations under this Agreement or events or circumstances that would have been reasonably foreseeable and capable of mitigation or prevention by the affected Party.

15. RESOLUTION OF DISPUTES

15.1. Mediation by Expert

- 15.1.1. All disputes which shall at any time arise between the Parties hereto in relation to or in any manner connected with this Agreement ("**Dispute**") shall, in the first instance, be resolved amicably through negotiation;
- 15.1.2. In the event the parties do not reach an acceptable resolution of the dispute, either Party may, within twenty one (21) days of such negotiations, issue a written notification of the Dispute ("**Dispute Notification**") to the other Party along with a request for mediation by an Expert. A Dispute Notification shall be effective once given and shall not be questioned by either Party for the reason that attempts at internal resolution by the officials or representatives of the Parties are being undertaken. Subject to Clause 16.1.4, mediation by an Expert shall be a condition precedent to any arbitration or other legal proceedings by a Party for the resolution of the Dispute.
- 15.1.3. An "**Expert**" means a person with appropriate qualifications and experience in the field of information and communications technology who is included in a roster maintained by the Company.
- 15.1.4. Within ten (10) days of issuance of the Dispute Notification, the Parties shall jointly agree upon and select an individual to act as the Expert under this Agreement. However, in the event that the Parties are unable to agree upon an Expert acceptable to both parties, within the aforementioned time period, the process of mediation under this Clause 16.1 shall terminate and the affected Party shall be free to initiate arbitration proceedings against the other Party under Clause 16.2 hereunder.
- 15.1.5. The Parties shall promptly furnish to the Expert all information reasonably requested by such Expert relating to the particular Dispute. The Expert shall be required by the Parties to use all reasonable endeavors to render his decision within thirty (30) days following the referral of the Dispute to him. In the event of any Party's failure or refusal to furnish the information promptly to enable the Expert to give his decision within the afore-said time limit, the Expert shall note such refusal or failure and shall base his decision on the information made available, provided that, genuine reasons (as determined by the Expert) for the inability of a Party to furnish the requested information shall not be a cause for adverse inferences by the Expert against such Party. The Parties shall co-operate fully with the Expert to achieve a determination within the afore-said period of thirty (30) days.
- 15.1.6. Each Party shall bear its own costs incurred in the process of mediation, provided that, the fees of the Expert shall be borne by the Company.

16. MISCELLANEOUS

16.1. Publicity / Media Releases

No publicity releases, including news releases relating to this Agreement and the Project shall be issued by the [insert name to be given to the Successful Bidder] or by any person on its behalf without the prior written approval of the Company, which shall not be unreasonably withheld.

16.2. Remedies Cumulative

The specific remedies detailed in this Agreement shall be in addition to and not in derogation of any other remedies provided in law or equity.

16.3. Notices

All notices and documents required to be given under this Agreement and all other communications between the Parties hereto with respect to this Agreement shall be in writing and may, at the option of the sender, be sent by hand, registered post, courier or other postal service, telex or facsimile at the addresses given above (or to such other addresses or numbers as notified by the parties hereto in accordance with this Clause):

A notice or communication given pursuant to this Agreement shall be deemed to be served and received by the addressee:

- (i) if delivered by hand, at the time of delivery; or

- (ii) if sent by registered post, courier or other postal service, within five (5) days of dispatch or posting; or
- (iii) if transmitted by email or facsimile, the business day following transmission by telex or by facsimile.

16.4. Waiver

Any failure to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16.5. Severability

In the event that any provisions of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, such provisions shall be deemed amended in such reasonable manner as would achieve the intention of the Parties as closely as possible to the original intent or, at the discretion of the Party affected thereby, may be severed from this Agreement and the remaining provisions shall remain in full force and effect.

16.6. Sufficiency of Project Documents

The Project Documents set forth the entire agreement and understanding between the Parties as to the subject matter of this Agreement and merge all prior discussion between them and neither of the Parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided in the Project Documents or subsequent to the date hereof set in writing and signed by a proper and duly authorized representative of the Party to be bound thereby. The Project Documents supersede any prior agreement between the Parties whether written or oral and any such prior agreement is cancelled as at the Effective Date.

16.7. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and the Parties consent to the jurisdiction of the Civil Court at Jabalpur.

16.8. Time of the essence

Time shall be of the essence for all performances by a Party where a time limit for the relevant performance is stipulated in the Project Documents.

16.9. Further Assurances

Each Party shall do all things necessary (including, but not limited to, executing all documents) as may be required to give effect to this Agreement.

16.10. Assignment

Neither Party may assign this Agreement and the rights and/or obligations arising out of this Agreement without the prior consent in writing of the other Party.

16.11. Successors

This Agreement shall be binding on the heirs, personal and legal representatives, estate, successors-in-title and permitted assigns (where applicable) of the Parties.

16.12. Independent Contractors

The Parties are independent contractors. Nothing contained in this Agreement shall constitute or to be deemed to constitute a partnership, joint venture, consortium or a principal / agent relationship between the Parties and none of the Parties shall have any authority to bind or commit the other save as authorized by this Agreement.

16.13. Indemnity

[insert name to be given to the Successful Bidder] shall defend, indemnify and hold the Company, its officers, employees and agents harmless from and against any and all liability, loss, damages, expense, costs, fees, charges (including reasonable lawyer's fees) or claims for personal injury or death, caused by or arising out of the negligent or intentional acts or omissions of the [insert name to be given to the Successful Bidder], its officers, agents, employees or independent contractors employed by the [insert name to be given to the Successful Bidder].

16.14. Personal Liability

DRAFT

Nothing in this Agreement shall impose any liability on any officer, employee or agent of either Party, in their personal capacity, for any action done in good faith.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the dates written below:

Signed for & on behalf of the Company

Signed for & on behalf of the [Successful Bidder]

By:

By:

Title: Chief Executive Officer

Title:

CNIC:

CNIC:

Date: ___/___/2017

Date: ___/___/2017

Witness – 1

Witness – 1

Name: _____

Name: _____

Designation: _____

Designation: _____

Signature: _____

Signature: _____

CNIC: _____ - _____ - _____

CNIC: _____ - _____ - _____

Witness - 2

Witness – 2

Name: _____

Name: _____

Designation: _____

Designation: _____

DRAFT

Signature: _____

Signature: _____

CNIC: _____-_____-____

CNIC: _____-_____-____