

Startup Odisha



Request for Proposal

for

Corporate Innovation and Odisha Startup Fund Development Program

Tender Document Ref. No: SO/VII/2023-24/218/1534, date: 10.05.2023

Tender Issued By:

STARTUP ODISHA

**2nd Floor, Tower-A, Odisha Startup Incubation Centre (O-HUB), SEZ Road,
CHANDAKA, Pincode-751024, BHUBANESWAR**

E-mail: startup.Odisha@gov.in

Request for Proposal

“Corporate Innovation and Odisha Startup Fund Development Program”

Startup Odisha, Government of Odisha invites sealed proposals from eligible bidders to engage Professional Management consulting firms with Technology & solutioning capabilities under Startup Odisha. Bidders fulfilling the prescribed eligibility criteria of the RFP can access and download the complete RFP Document and other details from <https://startupodisha.gov.in/all-tender-notification/>

The major events under the bid process are:

Sl. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	10.05.2023
2	Submission of Pre-proposal procurement@startupodisha.org.in	18.05.2023, 5PM
3	Pre-bid conference	20.05.2023, 11 AM
4	Response to Pre-proposal query and issue of corrigendum if any	24.05.2023, 5 PM
5	Last Date and Time for Submission of Technical and Financial Proposal	01.06.2023, 11 AM
6	Date of Opening of Technical Proposal	02.06.2023, 12 PM
7	Venue for opening of Technical Proposals and Technical Presentations	Startup Odisha, 2nd Floor, Tower ‘A’, Odisha Startup Incubation Centre, SEZ Road, Chandaka Industrial Estate, near Infocity, Patia, Bhubaneswar 751024

The proposal complete in all respects must reach the undersigned by Speed Post/ Registered Post / Courier only latest by 01.06.2023 up to 11 AM in a sealed envelope clearly mentioning on the top of it **“Corporate Innovation and Odisha Startup Fund Development Program”**. The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof.

Address for Submission of Proposal:

Chief Administrative Officer
STARTUP ODISHA
2nd Floor, Tower-A, Odisha Startup Incubation Centre (O-HUB), SEZ Road,
CHANDAKA, Pincode-751024, BHUBANESWAR
Email: Startup.odisha@gov.in

Chief Administrative Officer
Startup Odisha

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Disclaimer

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

This RFP is not an agreement and is neither an offer nor invitation by Startup Odisha to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Startup Odisha in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Startup Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

Startup Odisha also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

Startup Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that Startup Odisha is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and Startup Odisha reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

Bidder's Data Sheet

Sl. No.	Particulars	Details
1	Name of the Client	Startup Odisha
2	Method of Selection	Combined Quality and Cost Based Selection (CQCBS) Method
3	Availability of RFP Document	https://startupodisha.gov.in/all-tender-notification/
4	Date of Issue of RFP	10.05.2023
5	Date for Submission of Pre-Proposal Query	18.05.2023 up to 05:00 PM (E-mail for Pre-Proposal Query: startup.odisha@gov.in)
6	Date of Pre-bid conference	20.05.2023, at 11 AM at Board room of 2 nd floor, Tower A, O-Hub, Bhubaneswar
7	Date of Pre- Proposal response submission	24.05.2023 by 05:00 PM
8	Last Date and Time for submission of Technical and Financial Proposal (Sealed Envelope)	01.06.2023 by 11:00 AM
9	Date of opening of Technical Proposal	01.06.2023 by 12:00 PM
10	Date of opening of Financial Proposals	02.06.2023 by 11:00 AM
11	Bid Processing Fees (Non-Refundable)	Rs. 10,000 (Rupees Ten Thousand Only) + 18% GST in the form of demand draft drawn in favour of " Startup Odisha " payable at Bhubaneswar. The Bid Processing Fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal.
12	Earnest Money Deposit (EMD) (Refundable)	EMD of Rs. 5,00,000 (Rupees Five Lakh) in the form of demand draft drawn in favour of " Startup Odisha " payable at Bhubaneswar. The EMD shall be submitted along with the 1st Inner Envelope of the Technical Proposal
13	Performance Security value (Performance Bank Guarantee)	3% of contract value
14	Performance Bank Guarantee (PBG) validity period	PBG should be valid for a period of three months beyond the entire contract period
15	Address for Submission of Proposal	Chief Administrative Officer STARTUP ODISHA 2nd Floor, Tower-A, Odisha Startup Incubation Centre (O-HUB), SEZ Road, CHANDAKA, Pincode-751024, BHUBANESWAR Email: Startup.odisha@gov.in
15	Mode of Submission of Proposal	Speed Post/ Registered Post/ Courier only to the address as specified above during office hour only. Submission of bid through other mode and late bid will be rejected.

16	Place of Opening of Technical Proposal	Startup Odisha 2nd floor, tower-A, Odisha startup Incubation centre (o-hub), SEZ Road, Chandaka, Bhubaneswar Pincode-751024
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Section: 1
Letter of Invitation

Tender Document No: SO/VII/2022-23/179/1350

Dated: 29.03.2023

Name of the Assignment: **“Corporate Innovation and Odisha Startup Fund Development Program”**

Chief Administrative Officer, Startup Odisha (The Client) invites sealed Technical and Financial Proposals from eligible bidders of national repute for selection of Project Management Consultants (hereafter PMC) for providing techno-managerial support to Startup Odisha. More details on the proposed assignment are provided at Section-3: Terms of Reference of this RFP document.

A PMC will be selected under Combined Quality and Cost Based Selection (CQCBS) procedure as prescribed in this RFP document in accordance with the financial and procurement guidelines of Startup Odisha.

The proposal complete in all respect as specified in the RFP document must be accompanied with a non-refundable amount of Rs. 10,000/- (Rupees Two Thousand only) +18% GST towards Bid Processing Fees and a Refundable amount of Rs. 5,00,000/- (Rupees five lacs only) towards EMD in the form of Demand Draft / Banker's Cheque from any scheduled commercial bank in favour of Startup Odisha payable at Bhubaneswar failing which the bid will be rejected.

The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed Post/ Registered Post/ Courier only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.

The last date and time for submission of proposal complete in all respects is 20/04/2023 up to 11:00 AM and the date of opening of the technical bid is 20/04/2023 at 4.00 PM in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

1. This RFP includes following sections:
 - a. Letter of Invitation [Section – 1]
 - b. Information to the Bidder [Section – 2]
 - c. Terms of Reference [Section – 3]
 - d. Technical Proposal Submission Forms [Section – 4]
 - e. Financial Proposal Submission Forms [Section –5]

While all information/data given in the RFP document are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this document. The Client reserves the right to accept / reject any/all proposals/ terminate the entire selection process at any stage without assigning any reason thereof.

Chief Administrative Officer
Startup Odisha

Section - 2

Information to the Bidder

- 2.1 Firms are invited to submit a Technical Proposal and Financial Proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm for a period specified in the agreement.
- 2.2 Firms must familiarize themselves with the local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, firms are encouraged to visit the Client before submitting a proposal and send in queries that needs clarification.
- 2.3 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including visit(s) to the Client, are not reimbursable; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.4 Startup Odisha requires that firms to provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 2.5 Without limitation on the generality of this rule, firms shall not be hired under the circumstances set forth below:
 - 2.5.1 A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing services for a similar project. Conversely, firms hired to provide professional services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier professional services) for the same project.
 - 2.5.2 Firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Firms.
- 2.6 As pointed out in para. 2.2 above, firms may be hired for downstream work, when continuity is essential. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Firm will be hired for the purpose.
- 2.7 To observe the highest standard of ethics during the selection and execution of the assignment, the terms set forth below shall not be followed:
 - 2.7.1 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - 2.7.2 "fraudulent practice" means a misrepresentation of facts in order to influence a

selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among firms (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition. Startup Odisha will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question with other consequential action.

2.8 Clarifications and amendments of RFP Documents

2.8.1 Prospective bidders, requiring clarification on the RFP shall notify Startup Odisha by e-mail at Startup Odisha mailing address indicated in the Data Sheet on or before the last date for submission of queries, as indicated in the Data Sheet. Queries received after this date will not be entertained. Any Queries/ Clarifications on the RFP shall be notified one week prior to the submission date.

2.8.2 Startup Odisha shall respond in writing or by e-mail to the queries for clarification, on or before the date mentioned in the Data Sheet.

2.9 Amendment in RFP: At any time, prior to the date of submission of Bids, Startup Odisha may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP. The amended RFP shall be notified by Startup Odisha. on <http://startupodisha.nic.in/>. These amendments will be binding on the bidders. In order to afford prospective bidders reasonable time to take these amendments into account in preparing their bids, Startup Odisha may, at its discretion, extend the deadline for the submission of bids.

2.10 Technical Proposal

2.10.1 In preparing the Technical Proposal, firms are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.10.2 While preparing the Technical Proposal, firms must give particular attention to the following:

2.10.2.1 The firms cannot seek the participation by entering a joint venture with, or subcontracting part of the assignment to other firms. However, firms can demonstrate that they have existing partnership agreements to execute the engagement.

2.10.2.2 Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those expected in the proposed assignment.

2.10.2.3 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. Reports to be issued by the firms as part of this assignment must be in the language(s) specified in the Data Sheet.

2.10.2.4 The Technical Proposal shall provide the following information using the attached Standard Forms

SCHEDULE – A: Technical Bid Submission Form

SCHEDULE – B: Letter of Bid/Declaration

SCHEDULE – C: Power of attorney for signing of Bid.

SCHEDULE – D: Details of Bidder

SCHEDULE – E: Description of Experience of Bidder

SCHEDULE –F: Team Composition and Task Assignments

SCHEDULE – G: Curriculum Vitae (CV) For Proposed Professional Staff

SCHEDULE – H: PAN and GST Registration Documents

SCHEDULE – I: Annual Turn Over from consulting services in last three Financial Years with supporting documentation

SCHEDULE -J – Declaration of not being Blacklisted.

SCHEDULE – K: Self declaration of manpower strength

The Technical Proposal shall not include any financial information.

2.10.2.5 Financial Proposal

2.10.2.5.1 In preparing the Financial Proposal, firms are expected to consider the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Form (Schedule L).

2.10.2.5.2 The Firm will specify and compute all applicable taxes in the financial bid.

2.10.2.5.3 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Firm is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Firms who do not agree have the right not to extend the validity of their proposals.

2.10.2.6 Submission, Receipt, and Opening of Proposals

2.10.2.6.1 The original proposal (Technical Proposal and Financial Proposal); shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.

2.10.2.6.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization shall be confirmed by a written Power of Attorney / Board resolution clearly providing the required authority to the signatory accompanying the proposal.

- 2.10.2.6.3 For each proposal, the Firms shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked “ORIGINAL” “COPY” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original copy shall govern.
- 2.10.2.6.4 Agencies shall submit the sealed bids in two sealed envelopes as detailed below. The name and address of the agency should be mentioned on each envelope. The language of the Bids as well as the supporting documents shall be in English.
- 2.10.2.6.5 Sealed Envelope I: The cover of the envelope should clearly mention as “Envelope-I Technical Bid for “Corporate Innovation and Odisha Startup Fund Development Program”. It will contain the Technical Bid as per specified format (Schedule A, B, C, D, E, F, G, H and I) and any other relevant documents, duly signed by authorized representative of agency with company seal, EMD and Non-refundable Bid Processing Fee towards the cost of RFP document.
- 2.10.2.6.6 Sealed envelope –II: The cover of the envelope should clearly mention as “Envelope-II – Financial Bid for “Corporate Innovation and Odisha Startup Fund Development Program”. It should contain Financial Bid (Schedule J) duly signed by authorized representative of agency with company seal.
- 2.10.2.6.7 Sealed envelope – III: The cover of the envelope should clearly mention as “Corporate Innovation and Odisha Startup Fund Development Program”. This outer envelope will include the Sealed envelope – I and Sealed envelope- II.
- 2.10.2.6.8 Tender complete in all respects may be submitted to Startup Odisha through courier/ speed post/hand-delivery only such that they are delivered to the address mentioned in the Data Sheet on or before the time and date mentioned in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened. Tenders received by fax/mail will not be entertained.
- 2.10.2.6.9 Startup Odisha shall at its discretion, extend this deadline for submission of bids by amending the RFP, in which case all rights and obligations of Startup Odisha and agency such to the deadline will thereafter be continued till the deadline as extended.

3.13 Proposal Evaluation

From the time the bids are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm’s proposal.

3.13.1 The mode of Evaluation shall be QCBS (Quality and Cost Based Selection)

3.13.2 Evaluation of Technical Proposals The evaluation committee, appointed by the Client as a whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the Pre-qualification criteria, evaluation criteria, sub-criteria, and the point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

3.13.3 Evaluation of Technical Proposals: Pre-qualification Criteria

A Bidder is expected to comply with each of the clauses of the pre-qualification criteria to be eligible to be considered for technical evaluation. Failure to meet even one of the pre-qualification criteria as mentioned in Annexure 1 may lead to rejection of the bid.

S. No	Parameter	Pre-qualification criteria Description	Evidence required
1	Legal Entity	Bidder shall be: a. A company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008 or Partnership firm registered under Indian Partnership Act, 1932 and subsequent amendments thereto, and shall have been in operation for at least the last fifteen (15) years. b. Registered with GST Authorities c. Should have a valid PAN	<ul style="list-style-type: none"> - Copy of certificate of incorporation OR Partnership deed in case of partnership firms - Copy of GST registration - Copy of PAN (SCHEDULE H)
2	Yearly Turnover	The Bidder's average annual turnover from Research and Consulting services in India should be Rupees One Hundred Crores (₹ 100,00,00,000) or more in the last three (3) financial years (2021-22, 2020-21 and 2019-20 [Average refers to cumulative turnover of 2019-22, divided by 3 (Three)]	Audited Financial Statement OR Statutory auditor certificate OR Certificate from Company Secretary of bidder specifying the net worth for the specified year. (SCHEDULE I)
3	Blacklisting	The Bidder must not be blacklisted by any Government of India and/or any State Government and/or any Central PSU in India for corrupt, fraudulent or any other unethical business practices as on the date of submission of the proposal	Self-certificate to this effect on Company's letter head signed by company's authorised signatory. (Schedule J)
4	Manpower Strength	The Bidder must have at least Three hundred (300) full time personnel on their roles which should include research and consulting/ advisory	Certificate in the form of Self-Declaration from the HR representative or by

		research and consulting / advisory	the authorized signatory of the Bidder in the prescribed format (Schedule K)
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3.13.4 The technical evaluation will involve:(Qualifying mark = 70)

S. No	Criteria	Max Marks	Supporting Documents
1	Bidder's experience	40	
1.1	<p>Experience in supporting the innovation agenda serving national and international clients across large corporations, startups, and financial institutions.</p> <ul style="list-style-type: none"> • 1 project: 2 marks • 2 projects: 4 marks • 4 or more projects: 7 marks • 6 or more projects: 10 marks 	10	<p>Please provide details of the assignment in prescribed format</p> <p>AND</p> <p>Certification from client/customer regarding the nature and duration of assignment</p> <p>(SCHEDULE E)</p>
1.2	<p>Demonstrate capability and similar experience in building and managing technology platforms in an innovation ecosystem.</p> <ul style="list-style-type: none"> • 1 project: 2 marks • 2 projects: 5 marks • 3 projects: 10 marks • 4 or more projects: 15 marks 	15	
1.3	<p>Demonstrated experience in advising, setting up venture capital arms, providing consultancy and manage the operations.</p> <ul style="list-style-type: none"> - International / National – 1 fund - 7 marks - International / National – 2 or more funds - 15 marks 	15	
2	Team Profile	20	
2.1	<p>Project Director –1 position</p> <p>MBA or Postgraduate in Engineering/ Management/Finance/Economics or any relevant discipline Min. 20 years of relevant experience of working with startups, incubators, VCs, corporate innovation teams and other relevant stakeholders in the startup ecosystem</p>	5	<p>Please provide details of the assignment in prescribed format (SCHEDULE G)</p>
2.2	Project Manager – 1 position (full-time)	5	

	MBA or Postgraduate in Engineering/ Management/Finance/Economics or any relevant discipline Min. 15 years of experience in areas related to startup ecosystem development, incubator formation, business planning, operations management. Consulting experience with Government Institutions is preferred		
2.3	Innovation Technology Expert (Full time) MBA or Postgraduate in Engineering/ Management/Finance/Economics or any relevant discipline Min. 15 years of relevant experience including developing technology platforms for innovation ecosystem.	5	
2.4	Project Management Consultant MBA or Postgraduate in Engineering/ Management/Finance/Economics or any relevant discipline. Min. 15 years of experience in areas related to business planning, operations management. Consulting experience with Government Institutions and startups is preferred	5	
3	Presentation	40	
	Demonstration of understanding of the project objectives	10	Presentation
	Methodology demonstrating approach to delivery of key tasks mentioned in the Terms of Reference	15	Presentation
	Work Plan: The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan	15	Detailed Work plan

Public Opening and Evaluation of Financial Proposals

4. After the evaluation of quality is completed, the Client shall notify the firms that have secure the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

4.1 The Financial Proposals shall be opened publicly in the presence of the firms' representatives who choose to attend. The name of the Firm, the technical scores, and the proposed prices shall be read and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

4.2 The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration. 3.13.7

The weights given to the Technical (T) and Financial (P) Bids shall be:

T = 80, and

P = 20

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows: $S = St \times T\% + Sf \times P\%$

4.3 Bidder with the highest combined score shall be invited for negotiations.

4.4 The minimum technical score (St) required for opening of Financial Bids shall be 70.

Negotiations

5 Negotiations will be held at the address indicated in the Data Sheet with the bidder with the highest score. The aim shall be to reach agreement on all points and sign a contract.

5.1 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate the contract on the basis of the technical soundness of the proposal. Before contract negotiations, the Client will require assurances that the experts will be available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

5.2 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the next highest score to negotiate a Contract.

Award of Contract

6.0 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Firms on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Firms who did not pass the technical evaluation.

6.1 The firm is expected to commence the assignment on the date and at the location as specified by the Client during issue of work order.

3.16 Payment Schedule

The firm will be paid as per the following milestones.

1	Inception report and Master program charter – Within 30 days of the award of contract	T+30 Days
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2	Monthly reports describing in detail the progress made across deliverables on the 7 modules. Submission of Deliverables D2-D8 should be completed in a time bound manner as per the Program charter within the stipulated timeframe of the deliverables	Monthly
3	Final Payment on handover of the completion report and handover of the system hardware and software with required licences. Knowledge transfer should be complete.	T + 72 months

Startup Odisha will make the payment within 15 days of date of invoice, subject to approval of submitted delivery reports/monthly progress reports. The expenses towards any travel made on specific request (beyond defined scope of work) by Startup Odisha shall be payable additionally, provided the costs are pre-approved by Startup Odisha. Office space for the entire project team including facilities such as printer, internet, workstation, air-conditioning, conference room etc. shall be provided by Startup Odisha.

Note: any payment to the firm shall be subjected to approval & acceptance from Startup Odisha and any expense on travel shall be made if the said assignment goes beyond the scope of work assigned to the agency.

3.17 Time Frame

The assignment shall be undertaken for a period of 6 years. * Time period of assignment shall be 72 months (subject to satisfactory annual performance report from Startup Odisha at end of each year). The assignment shall be extended for another period on the sole discretion of Startup Odisha and Executive Chairman of Startup Odisha has the right to extend or terminate based on the progress and achievement of milestones and the evolution of the objective in wake of changing ecosystem.

3.18 Safeguard of Client Information

Bidder agrees and covenants that it shall (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use Client solely and exclusively for the purpose for which Client solely and exclusively shares or provides it to bidder, and shall not use, transfer, sell, rent, distribute or otherwise disclose Client Information for the bidders's benefit or for any other purpose without Client's prior written consent; (iii) shall not directly or indirectly disclose Client Information to anyone other than its Authorized Persons without express written prior consent from Client, unless and to the extent required by law.

3.19 Information and Data Security

Bidder warrants and represents that its access, collection, storage and disposal of Client Information does and shall comply with applicable national and state statutes, rules and regulations. Without limiting bidders's obligations pursuant to this RFP, Bidder shall implement administrative, physical and technical safeguards for protection of Client that are no less rigorous than acceptable industry practices, including but not limited to "**The Information Technology Act, 2000 (IT Act) and Indian Contract Act, 1872**" and shall ensure that all such safeguards comply with applicable data protection and privacy laws, statutes and regulations. During the term of this Contract/RFP, and until Client's instruction, Bidder shall at all times

cause Authorized Persons to abide strictly by Client's obligations pursuant to this Contract/RFP, and its internal policies and procedures.

3.20 Data Breach or Data Incident Procedures

In the event of a Data Breach or Data Incident, Bidder shall (i) notify Client of a Data Breach as soon as practicable, but no later than 12(twelve) hours after Bidder becomes aware of the Data Breach and (ii) notify Client of a Data Incident promptly after Bidder determines that the Data Incident did not rise to the level of a Data Breach. Immediately following the Service Provider's notification to client of a Data Breach, Bidder and Client shall coordinate to investigate the Data Breach. Bidder shall bear all costs and expenses of the investigation and reporting of Data Breach caused by Service Provider, and shall cooperate with Client's personnel, including any insurance carriers to which Client reports the incident, fully, including, without limitation, by providing access to Client and/or its personnel or carriers, to relevant records, logs, files, data reporting or other materials requested.

Bidder expressly agrees that it shall not inform any third party, including law enforcement, consumer reporting agencies, or affected employees or consumers, of any Data Breach without first notifying Client, other than to inform a complainant that the matter has been forwarded to Client's counsel. Client shall have the sole right to determine whether notice of the Data Breach shall be reported to third parties, including law enforcement, consumer reporting agencies or as otherwise required, and Client shall have the sole discretion over the contents of any such notice. Bidder shall undertake any instructed notice at its sole expense.

3.21 Compliance Oversight

Upon written request from Client, Bidder shall confirm compliance with this Agreement/RFP and any applicable industry standards and shall promptly provide to Client a written information security questionnaire regarding Bidder's information technology resources, data security protocols and applicable policies. Failure to provide such information shall be grounds for Client to terminate the Agreement immediately.

3.22 Intellectual Property Rights

3.22.1. Client reserves all the rights to use Deliverables under this RFP/Agreement. However, bidder retains its rights in its pre-existing intellectual property. Except as set out in the applicable contract, any intellectual property developed by bidder, and any working papers compiled in connection with the Services (along with all Information contained in them), shall be the property of the client.

3.22.2. Any information provided by the Client leading to process changes developed by Bidder pursuant to any applicable Statement of Work, Bidder will prepare the Master Production Record for the Process in accordance with the schedule set forth in the Statement of Work. Client will inform Bidder of any specific requirements Client may have relating to the Master Production Record, including, without limitation, any information or procedures Client wishes to have incorporated therein. If Bidder intends to include in the Master Production Record the use of any assay, medium, or other technology that is not commercially available, Bidder will inform Client of such intention and the Parties will meet to discuss and attempt to agree in good faith on the terms of use of such non-commercially available materials or technology in the Process.

3.22.3. all the technology required to be purchased/procured/developed for client's business shall be provided by the bidder on an exclusive basis. Bidder will develop and transfer to the client the technology/platform or any other medium that is required for client's business and within seven days of completion of the contract or receipt of written request from the client,

whichever is earlier.

3.22.4. Upon any termination, expiration, cancellation or abandonment of this RFP/Agreement bidder will provide reasonable technology transfer assistance services to Client in connection with the establishment of Client Product capabilities at Client's facility or any incumbent selected by Client. In addition, bidder will provide Client, or its designated incumbent, with copies of the following documentation, to the extent not already provided during the Term:

(a) all technical reports and materials for process development activities completed at the time of such transfer that are relevant to and would be required to maintain the Client Product using the processes as performed by bidder at such time (including but not limited to any recovery steps established, process validation, product identity assays, in-process-control assays, applicable computer software, relevant standard operating procedures, related product architecture, information regarding hardware etc)

(b) all regulatory filings relating to such process or the Client Product

(c) all necessary documentation relating to the SDLC process for Client Product and

(d) such other information as Client may reasonably request with respect to the transfer of technical capabilities and requirements regarding the Client Product.

3.22.5. In the event of termination of this RFP/Agreement by Client and without limiting the rights granted to Client bidder shall grant the Client a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully-paid, license under all intellectual property and know-how owned or controlled by the bidder that is incorporated into any platform/product hereunder, and which is necessary in order to make, have made, use, sell, offer for sale, have sold and import the Client Product(s), or (ii) expiration or termination of this Agreement, the Parties shall negotiate in good faith regarding bidder granting to Client a perpetual, irrevocable, non-exclusive, worldwide license under all intellectual property and know-how owned or controlled by bidder that is incorporated into any platform/product hereunder and which is necessary in order for the client to continue its mandated activities.

3.23 Limitations

(a) Client (and any others for whom Services are provided) may not recover from Bidder, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

(b) If Bidder is liable to Client (or to any others for whom Services are provided) under this Agreement or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, Bidder's liability to Client shall be several, and not joint, with such others, and shall be limited to Bidder's proportionate share of that total loss or damage, based on Bidder's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of Bidder's proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

(c) Client shall make any claim relating to the Services or otherwise under this Agreement no later than three years after discovery of the cause of action in relation to such claim.

3.24 Penalty

3.24.1 The limitations set out in Sections 3.23(a) to (c) above will not apply to losses or damages caused by client's inability to provide necessary support, resources or approval in accordance with its obligations.

3.24.2 Client (and any others for whom Services are provided under this Agreement) may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against the bidder. Client shall make any claim or bring proceedings only against the bidder.

3.25. Termination

3.25.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the workorder/contract agreement, either Party may, by not less than fifteen (15) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

3.25.2. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least **twenty one (21) calendar days'** written notice in case of the event referred to in (f).

- a. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to General Contract Clause
- b. If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary
- c. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings
- d. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days
- e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract
- f. If the Bidder fails to confirm availability of Key Experts as required

3.26. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation

to compensate the agency in any manner for whatsoever reason.

3.27 Miscellaneous

3.27.1 Final decision-making Startup Odisha reserves the right to accept or reject any bid and to annul the process at any time without assigning any reason thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for such action by Startup Odisha

3.27.2 Confidentiality: The successful applicant shall treat as confidential all the information, records, reports, technical data, contracts, Agreements, maps, drawings and any other documents provided to/ obtained by them during the contract period for performing their responsibilities and obligations. However, the confidentiality obligations under the contract will not apply to the information already in the public domain. An undertaking in this regard would require to be submitted by the applicant at the time of signing of the contract Agreement.

3.27.3 Jurisdiction: All disputes arising shall be subject to the jurisdiction of the appropriate court at Bhubaneswar, Odisha and will be governed by the laws of India.

3.27.4 The provisions of this RFP and any non-contractual matters or obligations arising out of it or the Services, shall be governed by, and construed in accordance with, the laws of republic of India.

3.27.5 Any dispute or difference whatsoever arising between the client and the bidder out of or relating to the construction, meaning, scope, operation or effect of this RFP or the validity or the breach thereof shall be settled by Startup Odisha. Decision in this regard will be finalised by Executive Chairman of Startup Odisha or Board of Directors in his non incumbency

3.27.6 Since, the project involves several futuristic phenomena in ever growing startup ecosystem, therefore during the execution of the project if any undesirable situation may arise and implications including financial, in that event smooth implementation and also salvage the situation the Executive Chairman of Startup Odisha or in his non incumbency the Board of Directors of Startup Odisha may pass a speaking order by putting in place the measures and actions which will be binding on the successful bidder and will be fully complied by them.

3.27.7 It is essential that the implemented system becomes revenue positive by the end of the 3rd year of engagement. This is non-negotiable and failure to achieve this could lead to termination of the contract, or forfeiture of the Performance Bank Guarantee submitted by the bidder at the time of issuance of the Work order, or deduction of 20% on all applicable payables towards the bidder. Any decision of Startup Odisha in this regard shall be final and binding on the bidder.

3.27.8 The performance of the VC Fund, upon commissioning shall not be subject to the penalty. A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- a) a constituent of Bidder is also a constituent of another Bidder; or
- b) such Bidder, its member receives or has received any direct or indirect subsidy or grant from any other Bidder, its member; or
- c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d) such Bidder, its member has a relationship with another Bidder, its member, directly or through common third parties, that puts them in a position to have access to each other's information about the bids, or if they actually share or access each other's information regarding the bids or to influence the bid of either or each of the other Bidder; or
- e) there is a conflict among this and other assignments of the Bidder (including its member,

personnel and subordinates) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to Startup Odisha for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in **directly jeopardizing the outcome of the present assignment**; or

f) a Company/firm/ registered cooperative society which has been engaged by Startup Odisha to provide goods and/or works and/or services for a project, will be disqualified from providing consulting services for the same project and/or associated services, conversely, a firm hired to provide services for the preparation or implementation of a project, will be disqualified from subsequently providing goods or works or services related to the same project and/or associated services; or

g) Bidders should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest; or

h) The Bidder, its member (or any constituent thereof) and any other Bidder, its member (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct shareholding of a Bidder, its member (or any shareholder thereof having a shareholding of not more than 5%(twenty five percent) of the paid up and subscribed capital; of such Bidder, Member) in the other Bidder, its Member is not more than 5% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

i) The normal way to identify conflicts of interest is through self-declaration by the Bidder. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of Startup Odisha. All conflicts must be declared as and when the Bidder becomes aware of them.

(Dispute: If any dispute or difference of any kind whatsoever were to arise between Startup Odisha & the firm, the dispute shall in the first place be referred to Startup Odisha, through the representative for a decision)

Section - 3

Terms of Reference (ToR)

1. Introduction

Startup Odisha, an initiative of the MSME Department, Govt of Odisha to promote Ideas/Innovations of budding entrepreneurs in the state & recognising them as startups. It is also working towards innovation, development and improvement of products, process, and services. Startup Odisha has an ambitious aim of generating over 5000 startups in the next 2 years and ultimate objective is for the Startups to create revenue making enterprises creating employment and developing the economy of the state.

Government of Odisha plans to strengthen the environment for Startups, empower Startups to grow through innovation and incubation, create a world-class scientific ecosystem and enable its youth to pursue their dreams within the State. With this aim in mind, Startup Odisha, has set several objectives to be achieved which includes but not limited to design, developing, and implementing a world class program that will assist in the startup programs, startup platform, VC funding, setting up innovation labs, and development of innovation & entrepreneurship ecosystem in colleges and schools in Odisha. Improving student entrepreneurship and innovation, creation of employment, bringing all the Startup activities under one roof and strengthen the ecosystem for Ease of Innovation across technology & business spectrum is of utmost importance.

2. SCOPE OF SERVICES

The firm shall be responsible for Project's planning, management, procurement, monitoring and successful implementation in coordination with Startup Odisha, Government of Odisha.

Objectives

The objectives of the firm should be to Design, develop & implement a world class innovation ecosystem for Startup Odisha for a period of 6 years and in the short term (1-2 years) create an immediate impact for existing incubators, startups, corporations, government entities and innovation ecosystem stakeholders. The ultimate objective would be to make Startup Odisha revenue positive in 3 years and make it sustainable. The ultimate objective is for the startups to create revenue making enterprises creating employment and developing the economy of the state.

3. Scope of Work

Module I – Program Design, Development and Implementation

Baseline the current state of the Startup System in Odisha, benchmark with global best practices and identify gaps to design, develop and implementation in consultation with Startup Odisha, run a world class program that will support the specific initiatives of Startup Odisha in the corporates, startups, incubators, and government institutions, and connect the startups with the investors to enable them to action investment.

- a. Evaluate the current state of Startups in Odisha in line with the Startup Odisha policy cross Odisha and determine if they are in line with accepted and agreed national & regional Startup norms. The baseline database will be created, analysed and stored for future comparison through midway impact analysis and path correction tasks.
- b. Benchmark 5 key states in India that developed physical infrastructure, digital infrastructure, successful academic interventions, undertaken path breaking skill and capacity development, innovative financing schemes, and has ranked consistently over the past 5 years and determine the key success factors. Startup Odisha must be consulted in identifying the 5 key states for benchmarking.
- c. Conduct a gap analysis including but not limited to understanding the key gaps between corporates, startups, incubation centres and innovation ecosystem of the state of Odisha and determine the outcomes for Startup Odisha
- d. Building a program to develop the capacity of the existing 25 incubators in the state of Odisha and subsequently identify new incubators that can be launched in the state.
- e. Educating existing and new incubators with targeted programs and handhold them to run initiatives on the online platform. Onboarding of the startups from these incubators must be carried out.
- f. Engage the corporates, state and central PSUs in Odisha to deliver demand side innovation in the form of Hackathon's to identify their problem statements and connect them with existing startups as required.
- g. Run curated programs for identified Startups that can accelerate the development of solutions that can be actioned with the corporate and government entities. to support them with accelerating their growth plans.
- h. To embark on an open innovation program that will help in accelerating the startups in collaboration with the corporates and investors which will achieve the following once the challenge is identified but not limited to scouting of Startups, screening, incubation support & demonstration of solution and showcase curated startups to the global community. Through the open innovation program, create a long-term connection with Startups, engagement strategy long term sustainable program for Startup Odisha
- i. Exclusively organise events at O-Hub, research, scout and connect relevant startups in various domains relevant to Odisha, conduct innovation workshops including certification
- j. Provide Marketing & branding the Startup's to local, regional, national, and international community enabling the startup ecosystem to grow consistently.
- k. Support in the creation of business plan for O Hub for the period of 6 years
- l. Provide for a dedicated Officer on Special duty to work exclusively with the Executive Chairman of Startup Odisha

Module II – Design, Build, Operate and Transfer a custom built Platform for Startup Odisha

Critical to the success of the engagement is the design, build, operate and transfer of a custom platform built exclusively for Startup Odisha to become world class

- a. Create and build a world class platform* that must be integrated with the existing Startup Odisha website through API's and any proposed ERP software that will be

rolled out by Startup Odisha. This platform should be hosted in the cloud and should be API integrated with all best practice driven security features – **THIS NEEDS TO BE COMPLETED IN 8 MONTHS FROM INITIATION OF ENGAGEMENT.**

Provision should be made to provide an expert on as and required basis

- b. The platform needs to have common micro services, Application micro services, security infrastructure inbuilt, capable of hosting external databases (akin to OSDC and NDC), persistence and Databases connect, plug in and adaptor eco-systems and cloud infrastructure that is built in. This platform must be thoroughly tested and certified prior to its full out.
- c. The platform must have the capabilities to be built in a modular basis so that newer features can be added over the course of engagement
- d. The platform must have automation solutions powered by technologies such as Artificial Intelligence (AI), Machine Learning (ML), Natural Language Processing (NLP), etc. with functionalities such as automated user management, workflow engine, analytical insights dashboards, monitoring and auditing engine etc.
- e. Connect the various stakeholders in the startup ecosystem such as the local, state, central government entities to understand their challenges and define the problem statement and list them in the central platform that can be visible to corporates.
- f. This platform should connect international projects, mentors, investment communities for the best of local innovators needs and requirements.
- g. Once built, this platform will be jointly operated with Startup Odisha for transfer of learning and knowledge on a continuous basis
- h. The platform should have the capability to host Virtual innovation hubs

The builder is at Liberty to provide a backend support team. The financial bid shall be inclusive of deploying such a team for providing backend support for the platform.

*The procurement of physical assets such as hardware and other equipment required such as Server etc. will be taken up by the agency including the manpower to make it fully functional. Any software license needed will be procured on behalf of Startup Odisha. The digital assets will be created by the firm and transferred to Startup Odisha as part of the engagement. The indicative bill of materials should be clearly specified in your offer. Startup Odisha will provide for all the physical infrastructure at site, bandwidth, cooling systems etc.

Future platform development and evolution: Vendor must agree that the Executive Chairman of Startup Odisha may request the vendor to build additional tech modules or build additional services during the contract even after the implementation has begun. Startup Odisha will not be compelled to make any capital commitment to build such additional services but shall have the right to enter into revenue share or other alternative commercial arrangement(s), agreed between Startup Odisha and the selected vendor.

Vendor may be requested to build certain services to ensure that Startup Odisha shall be revenue positive. Startup Odisha shall have the right to enter into a revenue share commercial arrangements for such additional services and vendor must agree to share either a % of revenue or % of net profit with Startup Odisha. Final decision on revenue share agreement will be at the discretion of Executive Chairman of Startup Odisha.

Co-creation: Startup Odisha desires the vendor to commit to Odisha and must agree to co-create and/or incubate at least one innovation with Startup Odisha in its first 12 months of operations. Startup Odisha shall have the right to a written commercial with the selected vendor. For co-created innovation the selected vendor must agree to allow use and ownership of the IP of the ecosystem operated within the purview of the engagement with Startup Odisha.

- a. Commitment to incubate with Startup Odisha and expand its ecosystem
- b. Agree that Startup Odisha shall be co-owner of the IP created from use by the ecosystem of Startup Odisha of such additional module for its use for the length of this contract

Module III – Support in setting up Startup Odisha Venture Capital fund

Provide strategic support in building a dedicated venture capital fund for Startup Odisha with the following areas but not limited to:

- a. Develop the overall strategy for setting up the Venture capital fund for Startup Odisha and clearly articulate the desired structure for Odisha taking into account the international and national requirements to bring in capital. The selected firm should be able to advise on the best structure of the fund ((i.e., domicile, tax treaty, offices, protection) etc.
- b. Create a technology platform to help establish the venture capital fund. The technology platform would need to be completed on a build, own, operate and transfer basis such as software for managing the investment portfolio, data analytics, and reporting tools. This platform will remain a property of Startup Odisha at the end of the contract tenure. Bidder is at liberty to create an integrated platform which brings together all the scopes and eatures required for fulfilment of Modules II & III.
- c. Provide operational resources for an effective running of the venture capital fund on a day to day basis
- d. Bring global expertise / connect with regards to access to Limited Partners, family houses, & HNI's and making them a part of Odisha venture capital fund
- e. Market and brand the venture capital fund as an integrated value to the investors from around the world
- f. Continously identify and evaluate investment opportunities, negotiate deal terms, and manage the investment portfolio.

Vendor may be requested under the discretion of the Executive Chairman of Startup Odisha to take support from the Vendor for Launching of the VC depending upon the prevailing situation. The Vendor will have to consider providing the same as outlined below, however this may not be an exhaustive requirements list and would be modified at the sole discretion of the Executive Chairman of Startup Odisha:

- a. provide fee for creating a sustainable strategy for setting up the VC
- b. provide a model for running the VC,
- c. share a plan how VC will remain an integral part of the tech-platform
- d. provide a retainer and success fee for fund-raising for the VC, also share budget for expected out of pocket expenses (e.g., to bring VC to global investors for discussions and fund-raising)
- e. share a model with which any revenue and upside can be shared with Startup Odisha.

Module IV – Advisory on setting up of Ideation labs for innovation ecosystems in Schools and Colleges**

Create a culture of innovation across the various education institutions in the state of Odisha

- a. Advisory / guidelines on setting up at least 12 ideation labs across the state of Odisha

for innovation ecosystems.

- b. Connecting the ideation labs and innovation clubs to state/national programs for funding

Note: The vendor shall provide the requirements to setup such ideation labs; setting up additional ideation labs, as might be required for the successful execution of the project, will be at the sole discretion of the Chairman of Startup Odisha, granted at the same man-hour rate (inflation adjusted) as has been considered in the setting up of the originally included labs in the proposal.

Module V - Identify and build capacity for Improving the Entrepreneurship and innovation skills for students.

Drive an effective program to improve the entrepreneurship and innovation skills across the state to help them become Job creators

- a. Identify entrepreneurship and innovation skills that are currently available across the students the Higher education department of Odisha / Technical education
- b. Analyse the holistic requirements of local and global industries with regards to skill requirements. Using various methods, determine the most optimal industries and sectors suitable for Job creators.
- c. Using tools, investment opportunities and mentors from various domains, provide the required support for entrepreneurs to become Job creators
- d. Facilitate at least 4 entrepreneurial skilling / engagement events per year to achieve the aforementioned objectives

Note: The vendor shall provide the requirements to conduct such events; conducting additional events, as might be required for the successful execution of the project, will be at the sole discretion of the Executive Chairman of Startup Odisha, granted at the same time and material rate (inflation adjusted) as has been considered in the conducting of the originally included events in the proposal.

Module VI – Advisory for creation of Odisha innovation hub to build extended innovation capacity within the O Hub Campus.

Startup City, envisioned with the existing O – Hub and the additional 2.9-acre campus will be the place for innovators and startups to grow from ideation to scaled business. Some of the proposed facilities are:

- a. Develop the master vision to create an Innovation city within the O Hub campus that will support the innovators and marque startups from other states/ countries.
- b. Creation of DPR for the proposed COEs (up to a maximum of 8)
- c. Onboard experts for the creation of DPRs for the infrastructure development

Note: The vendor shall propose the indicative requirements of effort required for executing such DPRs; any deviation from the same (time and material) exceeding 10% of original estimate, will need to be discussed with Startup Odisha and the decision of the Executive Chairman of Startup Odisha will be binding and final. Any additional DPRs, to be conducted for successful achievement of the broader objectives of this engagement, will be at the discretion of the Executive Chairman of Startup Odisha and will be undertaken by the vendor at the same time and material rate (inflation adjusted) proposed for the DPRs included in the original proposal.

Module VII – Advisory for Growth stage Startup scaling and grow

- a. Provide access to increased avenues of capital and funding helping startups increase R&D and prototyping for scaling and growth

- b. Devising partnering and cluster strategy by collaborating with diverse talent leading to community building, startup peer learning and fostering entrepreneurship.
- c. Vendor on request from Startup Odisha should be able to support the Growth-Stage Funding activities (as outlined below) through a fixed-fee and variable fee model for enabling Growth-stage investments for Startup Odisha innovators fee for creating a sustainable strategy for setting up the VC.
 - i. Share a plan for creating funding series-B or later funding opportunities for Startup Odisha startups
 - ii. Suggest a plan how Growth-stage investment will remain an integral part of the tech-platform
 - iii. Share a plan for creating global events/ funding opportunities for Startup Odisha startups

The modules have been articulated to the best of the ability taking into account the current situation and ecosystem that Startup Odisha will be functioning. However due to the changing economic dynamics and evolution of ecosystem, Startup Odisha will have the flexibility to enhance the modules and its associated deliverables beyond the current scope and the vendor would be duly bound to address and meet those requirements.

Furthermore, it is to be noted that in the Scope of Work, the deployments shall be as follows:

Project Director	75%
Project Manager	100%
Innovation Technology Expert	100%
Project Management Consultant	100%
Any other Team Resource provided by the bidder	As per requirement of the respective deliverable.

Expected Deliverables, Milestones and Payment

Deliverables

S.No	Module	Deliverables	SLA	Penalty
1	General	D1- Inception report and Master program charter including roadmap	Time-bound delivery (within 30 days of onboarding) In consonance with the 5T and State Startup Ranking Framework	10% penalty applicable on the payable linked to the deliverable of inception report and charter beyond the 30-days time period.
2	Module I – Program Management	D2 -Baseline study, gap analysis, benchmarking and Program design	To be undertaken within 03 months of official kick-off	5% penalty applicable on the payables based on this Module in the subsequent Month.

3	Module I – Program Management	D3 – Capacity Building program report at 25 existing incubators	Roadmap to be submitted within 03 months from the date of official kick-off Programmes to be accomplished within 6 months from the date of official kick-off	5% deduction on failure to submit the Roadmap within 03 month, for each month of delay. 5% deduction on subsequent monthly billings for each month of delay in accomplishing programmes with all 25 incubators.
4	Module II – Platform Development	D4 – Platform architecture and software requirement specification document & implementation plan	Roadmap to be submitted within 02 month from the date of official kick-off. Plan to be submitted within 02 months of approval of roadmap, along with specifications, architecture and requirements.	5% deduction on failure to submit the roadmap within 02 month. 5% deduction on failure to submit the detailed plan and requirements within 02 month for each subsequent month of delay.
5	Module IV – Innovation labs	D5 – Detailed report on setting up on innovation labs & its execution at identified schools and colleges	Parameters of DPR to be set within 04 month of official kick-off DPR to be completed within 06 months of initiation of the DPR	5% deduction for failure to submit the Table of Contents and Introduction. 5% deduction on the subsequent month's billable for failure to submit the DPR within stipulated time, for every month of delay. 6
6	Module II – Platform Development	D6 – Platform development – procurement, design, development, user testing, risk management and user acceptance report	Platform(POC) to be live in within 8 months from official kick-off and subsequently on BOT-mode	10% deduction on monthly billing for each month of delay in launch.
7	Module III – Venture Capital Fund setup	D7 – Detailed report on the platform development of venture capital fund and ecosystem development for Startup Odisha	VC's Front Office Platform to be developed. SLA as per Module – II	Penalty clause as per Module – II.

8	Module V – Entrepreneurship & Innovation	D8 – Detailed report on the rollout of skill and capacity development of Entrepreneurship and Innovation across the higher education institutions of Odisha	Minimum 50 higher educational institutions to be long-term subscribers to the portal by 12 months.	10% deduction for deviations (less than 50) at the end of 12 months.
9	General	D9 – Completion report of the program describing the number of new startups that were created in Odisha as a culmination of the effort.	Minimum 50 Startups to be created on average every 6 months - second year onwards	10% deduction for deviation (less than 50) per 6 months for continuous 2 periods
10	Monthly reports	Monthly reports describing the progress made across deliverables from D2-D8 across the various modules	Monthly Reports to be submitted by 25th of Every Month.	Payments to be withheld for delays in submitting reports beyond 29th of a given month, pending detailed justification for the delay from higher authority of the bidder.

Proposed Payment Schedule

Sl.	Milestone	Timeline (where 'T' is the date of signing of agreement)	Percentage of Fee
1	Inception report and Master program charter – Within 30 days of the award of contract	T+30 Days	5%
2	Monthly reports describing in detail the progress made across deliverables on the V modules Submission of Deliverables D2-D8 should be completed in a time bound manner as per the Program charter within the stipulated timeframe of the deliverables	Monthly	90% (Equally divided across 70 months)

3	Final Payment on handover of the completion report and handover of the system hardware and software with required licences. Knowledge transfer should be complete.	T + 72 months	5%
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This project could be extended to a further period depending on the decisions of Startup Odisha and the KPI's achieved during the period of 6 years. Based on the needs from the previous years and future objectives, the project will be extended accordingly.

Section – 4

Technical Bid

STANDARD FORMS

SCHEDULE – A: Technical Bid Submission Form

SCHEDULE – B: Letter of Bid/Declaration

SCHEDULE – C: Power of attorney for signing of Bid.

SCHEDULE – D: Details of Bidder

SCHEDULE – E: Description of Experience of Bidder

SCHEDULE –F: Team Composition and Task Assignments

SCHEDULE – G: Curriculum Vitae (CV) For Proposed Professional Staff

SCHEDULE – H: PAN and GST Registration documents

SCHEDULE – I: Annual Turn Over from consulting services in last three Financial Years with supporting documentation

SCHEDULE -J – Declaration of not being Blacklisted.

SCHEDULE – K: Self declaration of manpower strength

6. Section V: FINANCIAL BID –

STANDARD FORMS SCHEDULE - L: Financial Bid Submission Form

7. Annexure

7.1 SCHEDULE – A

TECHNICAL BID SUBMISSION FORM

[Location, Date]

To:

Chief Administrative Officer
2nd Floor, Tower-A, Odisha Startup Incubation Centre (O-HUB), SEZ Road,
CHANDAKA, Pincode-751024, BHUBANESWAR

Subject: Proposal for **Corporate Innovation and Odisha Startup Fund Development Program**

Dear Sir,

We, the undersigned, offer to provide services for the captioned assignment in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under separate envelopes.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the Bid Due Date mentioned in the Data Sheet of the RFP, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Bid you receive. Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm: Address:

7.2 SCHEDULE – B

DECLARATION
(On Applicant's letter head)

To,

Chief Administrative Officer
2nd Floor, Tower-A, Odisha Startup Incubation Centre (O-HUB), SEZ Road,
CHANDAKA, Pincode-751024, BHUBANESWAR

[Location, Date]

Subject: **Corporate Innovation and Odisha Startup Fund Development Program**

Sir,

- 1) With reference to the RFP for, dated, I/we, having examined the RFP and understood their contents, hereby submit my/our Bid for the captioned assignment. The Bid is unconditional and unqualified.
- 2) All information provided in the Bid and in the Appendices is true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the captioned assignment.
- 4) I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
- 5) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) I/ We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
- 7) I/ We do not have any conflict of interest in accordance the RFP document.
- 8) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the bidders to Bid for the captioned assignment, without incurring any liability to the bidders, in accordance with the RFP.
- 9) I/ We declare that we are not a member of any other firm submitting a Bid for the captioned assignment.
- 10) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the captioned assignment and the terms and implementation thereof.

11) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We

agree not to seek any changes in the aforesaid draft and agree to abide by the same.

12) I/We have studied the RFP carefully and also understood the scope of the assignment. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the bidding process including the award of assignment.

13) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement. (Annexure-I Attached)

14) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

15) I/We agree and undertake to abide by all the terms and conditions of the RFP. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date:

Place:

Name and seal of Bidder:

7.3 SCHEDULE – C

POWER OF ATTORNEY CLEARLY PROVIDING THE REQUIRED AUTHORITY FOR SIGNING OF BID

Know all men by these presents, we, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is [presently employed with us/ and holding the position of], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for “Corporate Innovation and Odisha Startup Fund Development Program” (the “Authority”) including but not limited to signing and submission of all applications, Bid and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

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

For

(Signature)

(Name, Title, and Address)

* Board resolution authorizing the signatory may be submitted as an alternate to the power of attorney

7.4 SCHEDULE – D

**DETAILS OF BIDDER
(On the Letter Head of the Bidder)**

- (a) Name of Bidder
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business (Please attach certified copy of registration of Firm)

Details of individual(s) who will serve as the point of contact / communication for Startup Odisha with the Bidder

- (a) Name
- (b) Designation
- (c) Company/Firm
- (d) Address along with Pin code
- (e) Telephone number
- (f) E-mail address
- (g) Mobile number

7.5 SCHEDULE – E

**DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS
[IN MULTIPLE FOR SEPARATE ASSIGNMENTS]**

(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

Assignment Name:	Country: Location within Country:
Duration of the Assignment	Name and Address of Client:
Start Date (Month/Year): Completion Date (Month/Year):	Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved:
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Notes:

Supporting documents (Work Orders or agreements) should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation.

TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Expert for the Road Map				
Name of Expert	Firm name	Area of Expertise	Position Assigned	Tasks Assigned

7.7 SCHEDULE – G

CURRICULUM VITAE (CV) FOR PROPOSED Key Professional Staff

SI No	Items	Description												
1	Proposed Position													
2	Name of Firm													
3	Name of Expert	[First] [Middle] [Surname]												
4	Date of Birth	DD/MM/YYYY												
5	Nationality													
6	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest. degree]												
7	Countries of Work Experience	[List countries where staff has worked in the last ten years]												
8	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	<table border="1"> <thead> <tr> <th>Name of Organization</th> <th>Position Held</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Organization	Position Held	Duration									
		Name of Organization	Position Held	Duration										
9	Relevant Projects Undertaken	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions Held: Activities Performed:												
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.														
Authorized Signatory														
Date: [dd/mm/yyyy]														
Name of Expert:														

7.8 SCHEDULE – H

PAN and GST REGISTRATION DOCUMENTS

SCHEDULE - I

ANNUAL TURNOVER IN LAST THREE FINANCIAL YEARS (FY 21, FY20, FY19) FROM CONSULTING SERVICES with supporting documentation including Balance Sheets and Profit and Loss Statements (certified by statutory auditor of the firm)

SCHEDULE J

Self-declaration for Not Banned / Blacklisted / Debarred / Suspended

To

.....
.....

Ref.: Tender No. _____, Dated: _____

Sir,

I hereby declare that our agency has not been banned/ blacklisted/debarred/suspended by the World Bank/ Central Government/ any State Government/ Government Organization/Financial Institution/Court /Public Sector Unit in India as mentioned in **Section- 2: [Information to the Bidder]**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal.

/ Contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

SCHEDULE K

Self-declaration of Employee Strength

To

.....
.....

Ref.: Tender No. _____, Dated: _____

Sir,

I hereby declare that our agency has the following employee strength in India which includes research and consulting advisory personnel **Section- 2: [Information to the Bidder] under Pre-qualification Criteria: 3.13.3**

I, also acknowledge that in case of misrepresentation of any of the information, our proposal.

/ contract shall be rejected / terminated by the Client which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: _____

Section –5

SCHEDULE - L

FINANCIAL BID FINANCIAL BID SUBMISSION FORM

To:

Chief Administrative Officer
2nd Floor, Tower-A, Odisha Startup Incubation Centre (O-HUB), SEZ Road,
CHANDAKA, Pincode-751024, BHUBANESWAR

Sub: Corporate Innovation and Odisha Startup Fund Development Program

Having gone through the RFP and having fully understood the scope of work for the captioned assignment as set out in the RFP; we are pleased to quote the following lump sum fees (exclusive of applicable taxes) for the Assignment:

In Figures	
In Words	

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm: Address:

Performance Bank Guarantee Format

To

.....
.....
WHEREAS..... (Name and address of the Consultant) (hereinafter called —the ConsultantII) has undertaken, in pursuance of Tender No..... dated to undertake the service
(Description of services) (herein after called —the contractII).

AND WHEREAS it has been stipulated by.....(Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of
.....(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of , 2023.

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt..... otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the Authorized Officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank & Branch