



**Startup
Odisha**



ସ୍ଟାର୍ଟଅପ୍ ଓଡ଼ିଶା

A Startup, Innovation & Entrepreneurship Promotion Organization
under MS & ME Department, Government of Odisha

Ref. No. SO/V/2023-24/344/2948

Date: 27/02/2024

PUBLIC NOTICE

**Extension of deadline for bid submission and Revision of RFP for
Selection of a Property Management Agency for O-Hub**

In pursuance of the RFP No. SO/V/2023-24/344/2827 issued on 16/01/2024, Clarification-1 (SO/V/2023-24/344/2876) dated 25/01/2024, Corrigendum-1 (SO/V/2023-24/344/2911) dated 03/02/2024, Notice No. SO/V/2023-24/344/2925 dt. 12/02/2024, Notice No. SO/V/2023-24/344/2935 dt. 21/02/2024, Notice No. SO/V/2023-24/344/2944 dt. 25/02/2024, it is hereby notified that the last date for submission of bids against the aforementioned RFP has been extended till **11th March, 2024** by 11:30 AM.

Interested parties are hereby informed that the revised RFP (**enclosed**) for Selection of Property Management Agency for O-Hub has been made available on the official website of Startup Odisha. All interested bidders are urged to regularly monitor the Startup Odisha website (www.startupodisha.gov.in) for any updates. Bidders are required to submit their proposals as per the revised RFP.

Sd/-

**Chief Administrative Officer
Startup Odisha**

2nd Floor, Tower-A, Odisha Startup Incubation Centre (O-Hub)
Special Economic Zone Road, Chandaka, Bhubaneswar -751024, Odisha

✉: startup.odisha@gov.in 🌐: www.startupodisha.gov.in ☎Toll Free: 1800-345-7100 📞0674-2586176/2586177
CIN : U91990OR2021NPL036045 GST No.: 21ABFCS8152E1ZK

Request for Proposal (RFP) for Selection of Property Management Agency for O - Hub

February – 2024

RFP No.: SO/V/2023–24/344/2949

Date: 27th February 2024

Startup Odisha

2nd Floor, Tower A, O – Hub,
Odisha Startup Incubation Centre,
SEZ Road, Chandaka Industrial Estate,
Patia, Bhubaneswar, Odisha - 751024
Phone: 1800-345-7100
www.startupodisha.gov.in

Index Table

Sl. No.	Particulars	Page Nos.
1	Notice Inviting Tender	3
2	Bidder Data Sheet	4
3	Letter of invitation	7
4	Background and Scope of Work	9
5	Information to the Bidder	20
6	Eligibility And Evaluation	26
7	General terms and conditions	31
8	Submission forms eligibility criteria	38
9	Submission forms technical evaluation	49
10	Submission forms financial proposal	59

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Startup Odisha or any of their employees or advisors, is provided to Bidder(s) 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 Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP (the "Proposal").

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 Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Startup Odisha, its employees or advisors to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP.

The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) 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 law expressed herein.

Startup Odisha, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability 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 Bid Stage.

Startup Odisha also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. Startup Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that Startup Odisha is bound to select a Bidder or to appoint the Selected Bidder as Event Partner for the Assignment and Startup Odisha reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

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

Request for Proposal

For

Selection of Property Management Agency for Startup Odisha

Startup Odisha invites sealed “proposals” from eligible firms/organizations for appointment as “Property Management Agency for Startup Odisha”. The details of submission of bids are available in the RFP document which can be downloaded from www.startupodisha.gov.in.

The major events under the bid process are:

Sl. No.	List of Key Events	Critical Dates
1	Date of Issue of RFP	27/02/2024
2	Date of submission of pre - bid queries	29/02/2024
3	Pre – bid query meeting	01/03/2024
4	Last Date for Submission of Proposal	11/03/2024 till 11:30 AM
5	Date of Opening of Proposal	11/03/2024 at 12:00 PM
6	Date of Technical Presentation	11/03/2024 at 3:00 PM
7	Date of Opening of Financial Proposal	11/03/2024

The bids complete in all respects must reach the undersigned by Speed Post/Registered Post only latest by **11/03/2024** before 11:30 AM in a sealed envelope clearly mentioning on the top of it “Selection of Property Management Agency for Startup Odisha”.

The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/all proposals at any stage without assigning any reason thereof.

Address for Submission of Proposal:

**Chief Administrative Officer,
Startup Odisha
2nd Floor, Tower A, O – Hub,
Odisha Startup Incubation Centre,
SEZ Road, Chandaka Industrial Estate,
Patia, Bhubaneswar, Odisha - 751024
Phone: 1800-345-7100
www.startupodisha.gov.in**

**Chief Administrative Officer,
Startup Odisha**

Section – 1
Bidder Data Sheet

Bidder Data Sheet

Sl. No.	Particulars/	Details
1	Name of the Client	Startup Odisha
2	Method of Selection	Quality and Cost Based Selection (QCBS) Method
3	Availability of RFP Document	www.startupodisha.gov.in
4	Date of Issue of RFP	27/02/2024
5	Pre – Bid Meeting	01/03/2024 at 12:00 PM
6	Last date for Submission of Pre-Bid Query by email	procurement@startupodisha.org.in 29/02/2024 till 5:00 PM
7	Issue of Pre-Bid Clarifications/Corrigendum	02/03/2024
8	Last Date for submission of Proposal	11/03/2024 till 11:30 AM
9	Date of opening of Technical Proposal	11/03/2024 at 12:00 PM
10	Date of Technical Proposal Presentations	11/03/2024 at 3:00 PM
11	Date of opening of Financial Proposal	11/03/2024 at 12:30 PM
12	Issue of Work Order	To be notified to the eligible bidder
13	Expected Date of Commencement of Assignment	To be notified to the eligible bidder
14	Bid Processing Fee (Non-Refundable)	₹ 10,000/- (Rupees Ten Thousand) + GST @ 18% in the form of demand draft drawn in favour of - Startup Odisha 2nd Floor, Tower A, O – Hub, Odisha Startup Incubation Centre, SEZ Road, Chandaka Industrial Estate, Patia, Bhubaneswar, Odisha - 751024 Phone: 1800-345-7100 www.startupodisha.gov.in
15	Earnest Money Deposit (EMD) (Refundable)	EMD of ₹ 5,00,000 (Rupees Five Lakh Only) in the form of demand draft from any scheduled bank drawn in favour of “Startup Odisha” payable at Bhubaneswar.
16	Contact Person	Chief Administrative Officer Startup Odisha 2nd Floor, Tower A, O – Hub, Odisha Startup Incubation Centre, SEZ Road, Chandaka Industrial Estate, Patia, Bhubaneswar, Odisha - 751024
17	Address for Submission of Proposal	Startup Odisha 2nd Floor, Tower A, O – Hub, Odisha Startup Incubation Centre, SEZ Road, Chandaka Industrial Estate, Patia, Bhubaneswar, Odisha - 751024
18	Mode of Submission	Speed Post / Registered Post/Courier to the address as specified above during the office hour only. Submission of bid through any other mode and late bids will be rejected.
19	Venue of Pre – Bid Query Meeting (on designated date) and Opening of Proposal (on designated date):	Board Room Startup Odisha, 2nd Floor, Tower A, O – Hub, Odisha Startup Incubation Centre,

Sl. No.	Particulars/	Details
		SEZ Road, Chandaka Industrial Estate, Patia, Bhubaneswar, Odisha - 751024

Section - 2
Letter of Invitation

Letter Of Invitation

RFP No: SO/V/2023–24/344/2949

Date: 27/02/2024

Name of the Assignment: Selection of Property Management Agency for Startup Odisha

Startup Odisha (The Startup Odisha) invites sealed proposals from eligible bidders under the process for “Selection of Property Management Agency for Startup Odisha”. Details on the proposed assignment are provided at Section: 2 & 3 of this RFP Document.

Final firm will be selected under QCBS Selection procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Startup Odisha.

The proposals complete in all respects as specified in the RFP Document must be accompanied with a Non-refundable Demand Draft for an amount of ₹ 10,000/- (Rupees Ten Thousand) + GST @ 18% towards Bid Processing Fee in favour of “Startup Odisha”, drawn in any scheduled commercial bank and payable at Bhubaneswar, Odisha 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. Startup Odisha shall not be responsible for postal delay or any other 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 11/03/2024 before 11:30 AM and the date of opening of the technical proposal is 11/03/2024 at 12:00 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.

While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Startup Odisha’s knowledge, Startup Odisha 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 RFP. Startup Odisha reserves the right to accept/reject any/all proposals/cancel the entire selection process at any stage without assigning any reason thereof.

**Chief Administrative Officer,
Startup Odisha**

Section - 3
Background and Scope of Work

3.1. Background

Startup Odisha, in its commitment to fostering innovation and entrepreneurship, has established O-Hub, a marquee property designed to be a dynamic hub for startups, incubators and collaborative ventures. O-Hub stands as a symbol of Odisha's dedication to nurturing a thriving ecosystem for emerging businesses.

As O-Hub grows in significance, Startup Odisha recognizes the need for a specialized and professional approach to manage the intricacies of this state-of-the-art facility. To ensure the seamless operation and maintenance of O-Hub, Startup Odisha is embarking on a strategic initiative to engage a reputable Property Management Agency.

3.1.1. Significance of O-Hub:

- O-Hub is not just a physical space; it is a cornerstone of Odisha's vision for innovation and economic growth.
- The facility hosts a diverse range of activities, from incubating startups to facilitating networking events and conferences.

3.1.2. Unique Requirements:

- O-Hub's multifaceted nature requires a comprehensive approach to facility management.
- The property management agency needs to align with Startup Odisha's vision and contribute to the dynamic environment at O-Hub.

3.1.3. Innovation and Technology:

- O-Hub aims to be at the forefront of technological advancements, making it imperative for the property management agency to leverage cutting-edge digital tools.
- The integration of technology is not only for efficiency but also to enhance the overall experience of tenants and guests.

3.1.4. Focus Areas for Property Management:

- Security: Given the diverse activities at O-Hub, ensuring the safety of occupants and assets is of paramount importance.
- Maintenance: Regular maintenance is crucial to preserve the high-quality standards of the facility.
- Guest Management: O-Hub frequently hosts events and welcomes guests, necessitating a sophisticated guest management system.
- Protocols: O-Hub operates under specific protocols to maintain order and comply with regulatory requirements.

3.1.5. Collaborative Ecosystem:

- O-Hub is more than a physical space; it is a community. The property management agency must understand the collaborative spirit and unique demands of an innovation ecosystem.

3.1.6. Importance of Professional Management:

- Professional property management is essential to uphold O-Hub's reputation as a world-class innovation hub.
- The selected agency will play a crucial role in enhancing the overall experience for tenants, visitors, and partners.

3.1.7. Impact on Local Economy:

- The success of O-Hub has a direct impact on the local economy, contributing to job creation, skill development and economic diversification in Odisha.

3.1.8. Commitment to Sustainability:

- O-Hub is committed to sustainable practices, and the property management agency is expected to align with and contribute to these efforts.

In light of these considerations, Startup Odisha is inviting proposals from experienced and reputable property management agencies with a proven track record in managing similar innovative and collaborative spaces. The goal is to form a partnership that will not only maintain O-Hub's current standards but elevate it to new heights, contributing to the growth and success of the entrepreneurial ecosystem in Odisha.

3.2. Scope of Work

The selected proponent is to manage the properties in a professional manner, in accordance with industry rules, standards, and practices. The selected proponent will be the main point of contact for tenants and any designated parties.

Specific property management services will be determined for each property assigned under the agreement, which will include the following services at a minimum:

- Initial assessment and management plan
- Building maintenance, repairs and oversight
- Property monitoring
- Tenant management
- Financial management
- Reporting

Specific property management services will be determined for each tower/any other infrastructure under Startup Odisha's supervision assigned under the agreement, which will include the following services at a minimum:

1. Property Management and Operations:

Upon notification from STARTUP ODISHA, the service provider shall coordinate with the existing service provider and Startup Odisha.

The service provider must notify the existing service provider or group in writing immediately upon the takeover of the property that the keys have been accepted and copy STARTUP ODISHA on the notification.

The service provider must prepare and submit to STARTUP ODISHA a management plan within 30 days of assignment of a new property. The management plan must be based on the management objectives provided by STARTUP ODISHA at the time of contract negotiation, including the need for a superintendent. The management plan will assist STARTUP ODISHA in determining the specific scope of services required for each property as well as assist in budgeting and planning for repairs and maintenance items. Broad scope of the agency will be:

- Manage and operate the properties in a professional manner, in accordance with industry rules, standards, and practices, depending on the use and purpose of each property
- Ensure that exterior maintenance of the property is maintained as specified by STARTUP ODISHA
- Manage and supervise the progress of the work determined by STARTUP ODISHA. The service provider must ensure that construction standards and applicable building codes are respected at all times.
- Oversee day-to-day operations of both towers of O - Hub

- Ensure the proper functioning of all building systems, including HVAC, plumbing, electrical and security
- Submit periodic reports w.r.t. the overall status of both towers
- Assist Startup Odisha transfer ownership of O - Hub from IDCO and manage related processes of the transfer including but not limited to asset transfer, compliance of legal processes etc. for smooth transition
- Take all steps to resolve all matters as may be reasonable, requisite and necessary for the efficient, proper and due operation and management of the property

2. Tenant Management:

- Tenant Screening as per Startup Odisha guidelines
- Tenant Move-In and Inspection
- Orient tenants with a Welcome Pack that includes vital property information, contact numbers, maintenance responsibilities and local area information and acquaint them with their responsibilities w.r.t. the space allocated to them
- Leasing and occupancy management
- Tenant relations and conflict resolution
- Act as the point of contact for tenants
- Address tenant inquiries, concerns and requests promptly and professionally
- Facilitate communication between Startup Odisha and tenants Oversee and coordinate tenant improvement projects
- Ensure that tenant improvements comply with building codes and lease agreements

3. Lease Management:

- Assist Startup Odisha draft, negotiate and execute lease agreements with tenants and ownership transfer etc.
- Ensure compliance with lease terms and conditions
- Manage lease renewals, rent escalations and lease terminations as per Startup Odisha guidelines

4. Property Maintenance and Repairs:

- Coordinate and supervise maintenance and repair activities
- Conduct regular property inspections to identify and address issues
- Develop and implement periodic preventative maintenance programmes
- Must ensure the construction site is kept secure and operates safely at all times

5. Vendor Management:

- Assist Startup Odisha to source, hire, and manage vendors for various services required for maintenance and management of O – Hub towers
- Assist Startup Odisha in supervising and monitoring of existing Comprehensive Facility Management Services provider as per their deliverables

6. Risk Management:

- Identify and mitigate potential risks to the property
- Ensure compliance with safety and environmental regulations
- Manage insurance policies and claims

7. Legal Compliance:

- Stay informed about and ensure compliance with all legal and statutory provisions
- Handle legal matters such as evictions, lease violations and property disputes

8. Reporting:

The service provider will submit operational reporting, performance reporting, financial reporting and quality assurance reporting as indicated in the sections below:

- Provide regular reports to Startup Odisha on property performance, financial status and key metrics
- The service provider will be required to submit operational reporting
- The service provider will submit performance reporting on the 10th day of every month, or the next business day.
- The report will detail the achieved performance for each activity, calculate the average turn-around time for the entire portfolio, highlight any areas where turnaround times are not being achieved and what corrective actions are being taken.
- Present recommendations for property improvements or cost-saving measures

9. Technology Integration:

- Ensure Utilization and implementation of property management software for efficient record-keeping and reporting
- Explore and implement technology solutions to enhance property operations

10. Sustainability Initiatives:

- Implement and promote sustainable practices within the properties
- Explore energy-efficient solutions and eco-friendly practices

11. Emergency Response and Security:

- Develop and implement emergency response plans and protocols
- Ensure proper security measures are in place, including surveillance systems and access control
- Periodic audits and trainings shall be carried out and a record maintained thereof
- Security related logbooks, checklists, and various material and staff monitoring register etc. prescribed to be properly and duly filled by the security staff

3.3. Team Composition:

Following are Key deployments that will lead the property management scope of work at O-Hub:

Sl. No.	Resource Type	Qualification	Experience
1	Property Manager	A Master's Degree in Business Administration (MBA)/Bachelor's in Electrical or Mechanical Engineering with at least 10 years' experience in multi-storied commercial buildings, Hotels, I T Parks.	<ul style="list-style-type: none"> Responsible for overseeing the entire asset portfolio. Develops and implements asset management strategies. Monitors property performance and financial metrics. Identifies and mitigates potential risks associated with property management. Develops risk management strategies to protect the organization. Manages day-to-day operations of individual properties. Handles tenant relations, lease agreements, and dispute resolution. Coordinates maintenance and repairs. Strong verbal and written communication skills Excellent analytical and project management skills Any other duty assigned by Startup Odisha
2	Senior Manager – Technical	A Master's Degree in Business Administration (MBA)/Bachelor's in Electrical or Mechanical with at least 8 years' experience in multi-storied commercial buildings, Hotels, IT Parks.	<ul style="list-style-type: none"> Maintains day-to-day technical operations of the O-Hub and oversee all other departments in absence of Property Manager Oversees all building systems including fire/life safety, plumbing and electrical issues and ensure all the systems are working as per standards Tracks the AMC/Warranty/Defect Liability Period of all plants and utilities like DG, HVAC, BMS, CCTV contracts, maintenance calls, etc. and assigns work orders Manages critical relationships with client, key occupants' representatives and vendors Maintain System & Processes related to E&M services and implement and modify the same on time to time Supervises engineers and maintenance staff including hiring, training, personnel development Manages Engineering operational accounts for buildings as required and assists in development of operating and capital budgets Recommends/implements improvements for preventive maintenance programs on an on-going basis Develops/maintains effective Asset specific maintenance and safety procedure manuals and enforces compliance Administers all equipment and construction warranties with respect to defect liability period

Sl. No.	Resource Type	Qualification	Experience
			<ul style="list-style-type: none"> • Prepares and maintain engineering reports and checklists • Making of Incident report and root cause analysis to prevent any similar incidents • Strong verbal and written communication skills • Excellent analytical and project management skills • Any other duty assigned by Startup Odisha
3	Tenant Relations Specialist	A Master's in Management/MBA or Related Field with at least 10 years' experience in leasing experience in multi-storied commercial buildings, IT Parks.	<ul style="list-style-type: none"> • Focuses on leasing activities, tenant acquisition, and retention • Negotiates lease agreements and terms. • Collaborates with marketing to attract tenants • Expertise in contract management Ensures adherence to industry regulations and standards • Monitors compliance with lease agreements and property laws • Focuses on implementing sustainable practices in property management • Identifies energy-efficient solutions and environmentally friendly initiatives • Any other duty assigned by Startup Odisha
4	Technology and Systems Specialist	Master's/Bachelor's Degree in Information Technology/Computer Science or Related Field with at least 8 years' experience in implementing IT solutions for infrastructure projects	<ul style="list-style-type: none"> • Manages property management software and systems. • Implements technology solutions to streamline processes. • Provides technical support to the team. • Ability to analyze and extract learnings, insights etc. from data • Continually optimize relevant metrics and identify room for growth and innovation • Any other duty assigned by Startup Odisha
5	Specialist Engineer - Civil	Master's/Bachelor's Degree in Civil Engineering with at least 8 years' experience in implementing large scale infrastructure projects	<ul style="list-style-type: none"> • Proven working experience in civil engineering • Excellent knowledge of design and visualizations software such as AutoCAD, Civil 3D or similar tools • Proficiency in site layout, grading, utility design, erosion control, regulatory approvals etc. • Project management and supervision skills • Manage, design, develop, create and maintain any construction projects in O-Hub in a safe, timely and sustainable manner • Conduct on site investigations and analyze data (maps, reports, tests, drawings and other) • Carry out technical and feasibility studies and draw up blueprints that satisfy technical specifications • Assess potential risks, materials and costs • Monitor progress and compile reports in project status • Manage budget and purchase equipment/materials to ensure overall quality

Sl. No.	Resource Type	Qualification	Experience
			<ul style="list-style-type: none"> of finished designs Manage and supervise exterior fit outs as per approved specifications Any other duty assigned by Startup Odisha
6	Specialist Engineer - Electrical	Master's/Bachelor's Degree in Electrical Engineering with at least 8 years' experience in implementing large scale infrastructure projects	<ul style="list-style-type: none"> Designing and testing electrical systems and components Conducting testing to ensure the systems and components meet safety standards Troubleshooting and resolving technical issues while implementing and maintaining electrical systems Documenting testing activities and specifications of electrical components and systems Staying updated about new technologies, industry standards and regulations Training junior engineers and technicians Manage budget and purchase equipment/materials to ensure overall quality of finished products Manage and supervise interior fit outs as per approved specifications Any other duty assigned by Startup Odisha

Note:

1. Bidder may add appropriate staff under any of the above resources to manage property management functions including down-the-line teams
2. Any request by Startup Odisha for additional resource(s) will be billed commensurate to the level of the resource as per the table above
3. Startup Odisha will periodically review the performance of the resources. Any request for change in resource has to be complied within 15 days of receipt of such request.

Section - 4 Information to the Bidder

Standard Definitions

- 4.1.1. “**Client**” means Startup Odisha with which the selected agency signs the Contract for the Services.
- 4.1.2. “**Agency**” means any entity or person that may provide or provides the Services to the Client under the Contract.
- 4.1.3. “**Contract**” means the Contract signed by the Parties and all the attached documents.
- 4.1.4. “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- 4.1.5. “**Day**” means calendar day.
- 4.1.6. “**Government**” means the Government of the Client’s country/state. In this project “**Government**” means Government of Odisha.
- 4.1.7. “**Information to Bidders**” (Section 4 of the RFP) means the document which provides interested Consultant’s information needed to prepare their Proposals.
- 4.1.8. “**LOI**” means the Letter of Invitation being sent by the Client to the agency.
- 4.1.9. “**Personnel**” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof.
- 4.1.10. “**Proposal**” means the Eligibility Criteria, Technical Proposal and the Financial Proposal
- 4.1.11. “**Assignment / job**” means the work to be performed by the agency pursuant to the Contract.
- 4.1.12. “**Terms of Reference**” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant and expected results and deliverables of the assignment.

4.2. General Instructions

- 4.2.1. Startup Odisha will select a Service Providers/Property Management Firms (the agency), in accordance with the method of selection specified in the Data Sheet.
- 4.2.2. The name of the assignment/Job has been mentioned in the Bidder’s Data Sheet. Detailed scope of the assignment/ job has been described in the in Section 2.
- 4.2.3. The date, time and address for submission of the proposals has been given in the Bidder’s Data Sheet
- 4.2.4. Interested Service Providers/Property Management Firms are invited to submit an Eligibility Criteria, Technical Proposal and a Financial Proposal, for services required for the assignment named in the Data Sheet. The Proposal, technical presentation, and any clarifications provided by the Consultant along with the Terms of Reference provided in the RFP will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 4.2.5. Service Providers/Property management Firms should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 4.2.6. The Client will timely provide at no cost to the Service Providers/Property management Firms the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 4.2.7. Only eligible Service Providers/Property management Firms may submit a Technical Proposal and Financial Proposal for the services required. The proposal shall be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant Firm.
- 4.2.8. Service Providers/Property management Firms should familiarize themselves with local conditions and take them into account in preparing the proposal. Service Providers/ Consulting Firms/Property Management Firms are encouraged to visit STARTUP ODISHA before submitting a proposal and to attend a pre-proposal conference if is specified in Item 2.3. of this Instruction.
- 4.2.9. The Service Providers/Property management Firms costs of preparing the proposal and of negotiating the contract, including visit/s to the STARTUP ODISHA, are not reimbursable as a direct cost of the assignment.

- 4.2.10. Service Providers/Property management Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other procuring entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the STARTUP ODISHA.
- 4.2.11. STARTUP ODISHA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Service Providers/ Consulting Firms.
- 4.2.12. STARTUP ODISHA shall provide at no cost to the Service Provider/ Consulting Firm the necessary inputs and facilities and assist the Firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and report (terms of reference).

4.3. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to ₹ 10,000/- (Ten Thousand Rupees Only) + 18% GST in form of DD from any scheduled commercial bank in favour of "Startup Odisha" payable at Bhubaneswar. Proposals received without bid processing fee will be outrightly rejected. The Bid Processing Fee should be submitted in a sealed envelope inside the main envelope.

The Bid Processing Fee can also be submitted via Electronic Transfer to the Bank Account of Startup Odisha. The bank details are as follows:

STARTUP ODISHA

A/c No. 40489947398

IFSC Code- SBIN0010133

STATE BANK OF INDIA, INFOCITY BRANCH, BHUBANESWAR

***Bidders submitting the Bid Processing Fee via electronic transfer required to produce sufficient proof of fund transfer in their proposal.**

4.4. EMD

All bidders will be required to submit an EMD amounting to ₹ 5,00,000 (Rupees Five Lakh only) in form of Demand Draft in favour of "Startup Odisha" payable at Bhubaneswar. Bids submitted without an EMD will be outrightly rejected. The EMD should be submitted in a sealed envelope inside the main envelope. Local MSMEs and local startups will be exempt from submitting the EMD.

The EMD can also be submitted via Electronic Transfer to the Bank Account of Startup Odisha. The bank details are as follows:

STARTUP ODISHA

A/c No. 40489947398

IFSC Code- SBIN0010133

STATE BANK OF INDIA, INFOCITY BRANCH, BHUBANESWAR

***Bidders submitting the EMD via electronic transfer required to produce sufficient proof of fund transfer in their proposal.**

4.5. Performance Bank Guarantee

Within 7 days of notifying the acceptance of a proposal for award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to 3% of the contract value from a scheduled commercial bank situated in Bhubaneswar in favour of "Startup Odisha" for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

4.6. Validity of the Proposal:

Proposals shall remain valid for a period of 180 days (One Hundred Eighty Days) from the date of opening of the technical proposal. Startup Odisha reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

4.7. Pre – Bid Meeting:

A pre – bid meeting will be organised for prospective bidders at O – Hub on **01/03/2024** at **12:00 PM**. Interested agencies are requested to attend the meeting to discuss and submit their suggestions prior to submission of pre – bid queries.

4.8. Pre - Bid Queries:

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to Startup Odisha through e - mail at procurement@startupodisha.org.in on or before **29/02/2024** till **5:00 PM**. Clarifications to the above will be uploaded in the Startup Odisha website/clarified through email to the respective bidders after the Pre – Bid meeting as specified in the Bidder Data Sheet, for the purpose of preparation of the proposal. Request for alteration/change in existing terms and conditions of the RFP will not be considered/entertained.

4.9. Corrupt, Fraudulent, and Coercive Practices

STARTUP ODISHA Policy requires that all STARTUP ODISHA Staff, bidders, agencies or service providers observe the highest standard of ethics during the procurement and execution of all contracts. STARTUP ODISHA shall reject any proposal put forward by bidders, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive or coercive practices. In pursuance of this policy, STARTUP ODISHA defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefit to avoid an obligation
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefit
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

4.10. Conflict of Interest

Client requires that consultants shall provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work.

All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- A Bidder has controlling shareholders in common with another Bidder
- A Bidder receives or has received any direct or indirect subsidy from another Bidder
- A Bidder has the same representative as that of another Bidder for purposes of this bid
- A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the Bid of another or influence the decisions of the Mission/procuring Entity regarding this bidding process
- A Bidder submits more than one bid in this bidding process
- A Bidder who participated as a consultant in the preparation of the design or technical specifications of the related services that are subject of the bid.

4.11. Clarifications and Amendments to RFP Documents

At any time before the submission of the proposals, STARTUP ODISHA may, for any reason, whether at its own initiative or in response to a clarification amend the RFP. Any amendment made will be made available to all eligible Service Providers/ Consulting Firms.

Service Providers/Property management Firms may request for clarification(s) on any part of the RFP. The request must be sent in writing or by standard electronic means and submitted to STARTUP ODISHA at the address indicated in the Bidder Data Sheet before the set deadline for the submission and receipt of Proposals.

STARTUP ODISHA will respond in writing or by standard electronic means to the said request and this will be made available to all without identifying the source of the inquiry.

For this purpose, a pre-proposal conference will be held as mentioned in the Bidder Data Sheet. Attendance to the conference is optional, but it is recommended that service providers/consulting firms attend the same.

4.12. Preparation of the Proposal

Service Providers/Property management Firms' proposal shall have five (5) components:

- Bid Processing Fee
- EMD
- Eligibility Criteria
- Technical Proposal, and
- Financial Proposal

The Proposal, and all related correspondence exchanged by the Service Providers/Property management Firms and STARTUP ODISHA, shall be in English. All reports prepared by the contracted Service Providers/Property management Firms shall be in English.

The Service Providers/Property management Firms are expected to examine in detail the documents constituting this Request for Proposal (RFP). Material deficiencies in providing the information requested may result in rejection of a proposal.

4.13. Submission, Receipt, and Opening of Proposals

Service Providers/Property management Firms may only submit one proposal. If a Service Providers/Property management Firms or participates in more than one proposal such proposal shall be disqualified. The original Proposal (Eligibility Criteria, Technical and Financial Proposals) shall be prepared in indelible ink. It shall contain no overwriting, except as necessary to correct errors made by the Service Providers/Property management Firms themselves. Any such corrections or overwriting must be initiated by the person(s) who signed the proposal and the final proposal should be submitted before the last date of submission.

- **The Bid Processing Fee, EMD, Eligibility Criteria, Technical Proposal and Financial Proposal shall be sealed and packed in individual envelopes which shall then be placed in another sealed envelope clearly marked "Selection of Property Management Agency for Startup Odisha".**
- The Financial Proposal shall be placed in a sealed envelope clearly marked **"FINANCIAL PROPOSAL"** and with a warning **"DO NOT OPEN WITH THE ELIGIBILITY CRITERIA and TECHNICAL PROPOSAL"**
- All the five envelopes shall be placed into an outer envelope and sealed. The outer envelope shall be labelled - **"Selection of Property Management Agency for Startup Odisha"** with the submission address, reference number and title of the project and the name of the Service Provider/Consulting Firm.
- Each part of the proposal – Eligibility Criteria, Technical Proposal and Financial Proposal should be separately bound with no loose sheets. Each page of the three parts should be numbered and in conformation to the criteria/qualifications and clearly indicated using an index page.
- Proposals must be received by STARTUP ODISHA at the place, date and time indicated in the bidder's data sheet. Any Proposal submitted by the Service Provider/ Consulting Firm after the deadline for receipt of Proposals prescribed by STARTUP ODISHA shall be declared "Late," and shall not be accepted by STARTUP ODISHA and returned to the agency unopened.
- Bidders must submit their proposals by Registered Post/Speed Post/Courier only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. Startup Odisha will not be responsible for postal delays/any other consequences in receiving the proposal. Startup Odisha will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected by Startup Odisha.

After the deadline for the submission of Proposals, all the Proposals shall be opened by Startup Odisha in presence of authorised representatives of the bidders. The Financial Proposal shall remain sealed until all submitted Proposals – Eligibility Criteria and Technical Proposals are opened and evaluated respectively.

4.14. Evaluation of Proposals

The Client will constitute a Consultant Evaluation Committee (CEC) to evaluate the proposals submitted by bidders. **All proposals must contain the Bid Processing Fee and EMD submitted in separate sealed envelopes. Bids submitted without Bid Processing Fee and EMD will be summarily rejected and will not be evaluated further.** Thereafter, a three-stage evaluation process will be conducted as explained below for evaluation of the proposals:

- The FIRST ENVELOPE containing ELIGIBILITY CRITERIA will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date specified in the Bidder Data Sheet.
- Preliminary evaluation of the ELIGIBILITY CRITERIA will be done to determine whether the proposals comply to the prescribed eligibility condition and whether the requisite documents/information have been properly furnished by the bidder. Bids not complying to any of the requirement specified in the Eligibility Criteria will be out rightly rejected.
- The SECOND ENVELOPE containing TECHNICAL PROPOSAL only of the bidders who qualify as per the ELIGIBILITY CRITERIA will be opened for evaluation. Bidders who secure above 70 marks from the total (100 marks) in the technical proposal will be called for financial evaluation.
- FINANCIAL EVALUATION (3rd Stage): The financial proposals of only those bidders qualifying the technical evaluation (2nd Stage) shall be opened in the presence of the bidders' representatives who wish to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

Representatives with proper authorization letter only from the participating bidder will be allowed to attend the bid opening meeting and subsequent technical presentation.

Section - 5
Eligibility and Evaluation

5.1. Pre-Qualification Criteria

The Organizations intending to bid for engagement as Property Management Agency shall fulfil the following eligibility conditions. Failure to comply with eligibility criteria shall render the Bidder ineligible. The financial proposals of ineligible bidders shall not be considered and shall be returned unopened.

Sl. No.	Criteria	Details
1	The bidder must be a company registered in India under Indian Companies Act 1956, since last 5 years as on 31st March 2023. The bidder must have as on 31st March 2023, registered with the GST registration having PAN, EPF, ESI Compliance, Labor contract license and up to date Income Tax Return as on 31st March 2023.	Valid copy of certificate incorporation and registration with all copies of all relevant Certificate.
2	Organisation profile	Details of organisation as per Form E2
3	Annual turnover The Bidder should have an average turnover of minimum ₹ 25 (Twenty-Five) Crores during last three financial years: <ul style="list-style-type: none"> FY 2020 – 21 FY 2021 – 22 FY 2022 - 23 	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from statutory auditor for the last three financial years
4	Work Experience The agency should have experience of implementing at least 3 infrastructure assignments/Asset Management projects for Central/State Governments/PSUs/Private Organisations with a minimum value of ₹ 25 (Twenty-Five) Lakhs each.	Work Orders/Copy of agreements/ Completion certificates
5	Bidder Organisational Strength	Bidder should have minimum Fifty (50) full time employees on its payroll. A declaration to this effect has to be submitted on the organisation's letter head and signed by the HR Head/Authorised Representative.
6	PAN	Copy of PAN of the bidder organisation
7	GST	Copy of GSTIN Certificate of the bidder organisation
8	Bid Processing Fee (Non - Refundable)	₹ 10,000 + GST at 18%
9	EMD(Refundable)	₹ 5,00,000 Note: Local MSMEs and local startups will be exempt from submitting the EMD.
10	Power of Attorney	Power of Attorney in favour of the person signing the bid on behalf of the bidder or Board of Directors.
11	Bidder should not have been debarred/ blacklisted by any State Government or Central Government or their instrumentalities. There should not be any criminal case pending before any court of competent jurisdiction.	The Bidder shall have to furnish Self Declaration on organisation's letter head stating to this effect signed by authorised signatory of the agency with seal.

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non - submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respects, indexed and bound. Each page should be numbered and signed by the authorized representative.

5.2. Technical Evaluation

Technical proposals will be opened and evaluated for those bidders who qualify the eligibility criteria.

Detailed evaluation process as per the following parameters will be adopted for evaluation of the proposals:

Sl. No.	Criteria	Maximum Marks	Supporting Documents
1	Existence of the firm <ul style="list-style-type: none"> 5 Years: 5 marks 5 to 7 Years: 10 marks More than 7 Years: 15 marks 	15	Copies Incorporation/Registration Certificate
2	Experience in Facility Management/Property Management/Infrastructure Assignment with Govt. /Private sector, IT parks, IT/ITeS companies, High rise Buildings, Apartments, Business Centres and Malls in last 3 financial years, with minimum value of ₹ 25 (Twenty-Five) Lakhs each. <ul style="list-style-type: none"> 3 projects: 5 marks 6 projects: 10 marks More than 6 projects: 15 marks 	15	Work Orders/Copy of agreements/ Completion certificates
3	Average annual turnover of the agency during last three financial years: <ul style="list-style-type: none"> FY 2020 – 21 FY 2021 – 22 FY 2022 - 23 Turnover up to ₹ 25 (Twenty-Five) Crores: 20 Marks Turnover between ₹ 25 (Twenty-Five) Crores to – ₹ 75 (Seventy-Five) Crores: 25 Marks Turnover > ₹ 100 (Hundred) Crores: 30 Marks	30	Certificate from statutory auditor along with audited financial statements for the last three financial years
4	Technical Presentation Understanding of the Project Requirements Approach & Methodology	40	Presentation on type of solution, methodology to be adopted and the implementation plan for the assignment.
Total Marks			100

5.3. Financial Proposal

The duly filled-in financial proposal submission forms should contain the detail price offer for the proposed assignment and the same has to be furnished as per the prescribed format only.

5.4. Financial Evaluation

The proposals will be evaluated using QCBS (80:20) method during the overall selection process. The financial bids of technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives.

For financial evaluation, agencies who score a minimum 60 Marks will be considered.

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. 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:

$S = St \times T\% + Sf \times P\%$

The bidder, who secures the highest score in the QCBS evaluation shall be called for further process leading to the award of the contract. The bid price will exclude taxes as applicable and shall be in Indian Rupees. Prices quoted in the bid must be firm and final and shall not be subject to any modifications on any account whatsoever. In case of a tie, the bidder having higher technical score will be considered the preferred bidder.

For the purpose of evaluation, the total evaluated cost shall be exclusive of all taxes & duties.

Section - 6
General Terms and Conditions

6.1. Duration of Contract and Payment of Fees:

- 6.1.1. The duration of the assignment will be 24 months. The assignment may be extended for a period of 12 months after completion of the initial period of 24 months at the sole discretion of Startup Odisha subject to satisfactory performance of the agency.
- 6.1.2. The selected firm will submit monthly progress report and invoice after each month.
- 6.1.3. The total fees quoted by the agency will be divided into 24 monthly invoices.

6.2. Validity of the Proposal:

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the technical proposal. Startup Odisha reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

6.3. Disclosure

- a) Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- b) Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c) Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - i. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct
 - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract
 - iii. failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions

6.4. Anti-corruption Measure

- a) Any effort by Bidder(s) to influence the Startup Odisha in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b) A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Startup Odisha shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

6.5. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Hon'ble High Court, Odisha, Cuttack and Civil Court of Bhubaneswar only.

6.6. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of Startup Odisha' antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Startup Odisha, the bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

6.7. 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 bidder'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.

6.8. 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' 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.

6.9. 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.

6.10. 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.

6.11. Intellectual Property Rights

6.11.1. 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.

- 6.11.2. 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.
- 6.11.3. 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.
- 6.11.4. 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:
- 6.11.4.1. 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.)
- 6.11.5. 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.
- 6.12. Limitations**
- 6.12.1. 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.
- 6.12.2. 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.
- 6.12.3. 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.

6.13. Penalty

- 6.13.1. Failure on agency's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ 1% per week subject to maximum of 7% of the total management fees. The amount will be deducted from the subsequent payment.
- 6.13.2. In addition, the Performance Bank Guarantee will be forfeited by the agency in the event of it repeatedly failing in delivering as per the minimum deliverables listed in this document.

6.14. Termination

- 6.14.1. 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.
- 6.14.2. 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 (4.14.2.1) through (4.14.2.4); at least sixty (60) calendar days' written notice in case of the event referred to in (4.14.2.5); and at least five(5) calendar days' written notice in case of the event referred to in (4.14.2.6).
 - 6.14.2.1. 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
 - 6.14.2.2. 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
 - 6.14.2.3. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings
 - 6.14.2.4. 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
 - 6.14.2.5. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract
 - 6.14.2.6. If the Bidder fails to confirm availability of Key Experts as required

6.15. 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.

6.16. Amendment of the RFP Document

At any time before submission of proposals, the Startup Odisha may amend the RFP by issuing an addendum through Startup Odisha website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Startup Odisha may, at its discretion, extend the deadline for the submission of the proposals.

6.17. Startup Odisha’s right to accept any proposal, and to reject any or all proposal/s

Startup Odisha reserves the right to accept or reject any proposal, and to annul or amend the bidding/selection/evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

6.18. Copyright, Patents and Other Proprietary Rights

Startup Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At Startup Odisha’s request, the bidder shall take all necessary steps to submit them to the Startup Odisha in compliance with the requirements of the contract.

6.19. Disqualification of Proposal

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP During validity of the proposal, or its extended period, if any, the bidder increases the quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid Proposal is not accompanied by all the requisite documents / information A commercial bid submitted with assumptions or conditions
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value Proposal is not properly sealed or signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- Any other condition / situation which holds the paramount interest of the Startup Odisha during the overall section process

6.20. Settlement of Disputes

The Startup Odisha and the Bidders shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or arising from or in connection with the Contract within thirty (30) days from the commencement of such informal negotiation. All dispute resolution proceedings shall be held at Bhubaneswar and the language of such proceedings and that of all documents and communications between the parties shall be in English. Executive Chairman – Startup Odisha will be the final authority to resolve the dispute arising between and the Startup Odisha and the Firm

6.21. Contract Negotiations

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

6.22. Award of Contract

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties.

Section – 7
Eligibility Criteria
Submission Forms

Form – E1
COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To
Chief Administrative Officer,
Startup Odisha

Subject: Request for Proposal for Selection of Property Management Agency for Startup Odisha

Dear Sir,

I/we, the undersigned, offer to provide the services on behalf of for the proposed assignment in respect to your Request for Proposal No: XXX, Dated: XX/XX/2024. I hereby submit the proposal which includes this eligibility criteria sealed under a separate envelope. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this eligibility criteria are true and correct and I/we accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I/we have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

In case, any provisions of this RFP/ToR including our eligibility criteria, technical & financial proposals are found to be deviated, then Startup Odisha shall have rights to reject our proposal. I/we confirm that, I/we have the authority to submit the proposal and to clarify any details on its behalf.

I/we understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:
Name and Designation:
Address of Bidder:

Form – E2
Organisation Profile

Sl. No.	Particulars	Details
1	Name of the Firm	
2	Profile of the Firm (Brief Description)	
3	Legal Status of Firm (public limited, private limited, proprietorship etc.)	
4	Registered Office	
5	ROC Reference No.	
6	Year of Establishment	
7	Year of Commencement of Business	
8	Office Address & local presence in Odisha*	
9	Principal Place of Business	
10	PAN	
11	GST Registration No	
12	Telephone No.	
13	E- Mail Address	
14	Particulars of Authorized Signatory of Bidder	Name: Designation: Telephone No.: Email Address: Mobile: Fax No:

*The bidder must have its office located in Odisha with locally present team to provide back-end support to property management services at O-Hub.

Form – E3

Average Annual Turnover

Sl. No.	Turnover	Amount (In INR)
1	FY 2020 - 21	
2	FY 2021 - 22	
3	FY 2022 - 23	
Average Annual Turnover		

Supporting Documents:

- Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)
- Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected.
- No scanned copy will be accepted.

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory of the bidder [In full initials with Date and Seal]:

Communication Address of the Bidder:

Form – E4
Work Experience

(Experience of implementing at least 3 infrastructure assignments/Asset Management projects for Central/State Governments/PSUs/Reputed Private Organisations with a minimum value of ₹ 25 (Twenty-Five Lakhs each)

Name of Assignment			
Name of Client			
Address of the Client			
Location of Assignment			
Contract Value (In INR)			
Assignment Start Date		Assignment Start Date	
Brief description of the Assignment			
Nature of support provided by the agency			

Form – E5
Organisational Strength
(On the Organisation's Letter Head)

This is to confirm that <Organisation Name> has more than 50 full time professionals on its rolls engaged in <describe nature of services> as on 31st March - 23.

This letter is being issued for the purpose of participation in a bid.

Signature and Seal of HR Head with Date in original

Authorized Signatory of the bidder [In full initials with Date and Seal]:

Form – E6
PAN of Organisation

Form – E7
GST Certificate of Organisation

Form – E8
Power of Attorney

I, **<Name of Grantee>**, **<Designation>**, of **<Organisation Name>** in witness where of certify that **<Authorized in favour>** is authorized to execute the attorney on behalf of **<Organisation Name>**, **<Designation>** of the company acting for and on behalf of the company under the authority conferred by **<Board resolution/Notification/ Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<Place>** on this day of **<day><month>, <year>**.

The signatures of **<Authorized in favour>** in whose favour authority is being made under the attorney given below are hereby certified.

For Organisation
Signature with Date and Seal:
Name:
Designation:
Address:

For Organisation
Signature with Date and Seal:
Name:
Designation:
Address of Bidder:

Witness 1

Witness 2

Form – E9
Declaration of Blacklisting

I hereby declare that our organisation has not been blacklisted by any Government (Central/State)/PSU or any of their affiliate organisations. Further our organisation is not involved in any activity which can be termed as the conflicting activities.

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.

Authorised Signatory:
(Signature with Date and Seal)
Name:
Designation:
Address of Bidder:

Section – 8
Technical Evaluation
Submission Forms

Form T1
COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To
Chief Administrative Officer,
Startup Odisha

Subject: Request for Proposal for Selection of Property Management Agency for Startup Odisha

Dear Sir,

I/we, the undersigned, offer to provide the services on behalf of for the proposed assignment in respect to your Request for Proposal No: XXX, Dated: XX/XX/2024. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to 180 Days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical proposal are true and correct and I/we accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

I/we have examined all the information as provided in your Request for Proposal (RFP) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs.

In case, any provisions of this RFP/ToR including our eligibility criteria, technical & financial proposals are found to be deviated, then Startup Odisha shall have rights to reject our proposal. I/we confirm that, I/we have the authority to submit the proposal and to clarify any details on its behalf.

I/we understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation:

Address of Bidder:

Form T2
Work Experience
(Bidder Profile supported by copy of Corporate Incorporation Certificate)

Sl. No.	Particulars	Details
1	Name of the Firm	
2	Profile of the Firm (Brief Description)	
3	Legal Status of Firm	
4	Country of Incorporation	
5	Registered Office	
6	Year of Incorporation	
7	Year of Commencement of Business	
8	Principal Place of Business	
9	PAN	
10	GST Registration No	
11	Telephone No.	
12	Fax No.	
13	E- Mail Address	
14	Particulars of Authorized Signatory of Bidder	Name: Designation: Telephone No.: Email Address: Mobile: Fax No:

Form T3
Work Experience

(Experience in terms of no. of assignments of minimum value of ₹ 25,00,000.00 undertaken in Asset Management/Property Management/ Infrastructure management/ similar projects with Central/ State Government/PSUs)

Name of Assignment			
Name of Client			
Address of the Client			
Location of Assignment			
Contract Value (In INR)			
Assignment Start Date		Assignment End Date	
Brief description of the Assignment			
Nature of support provided by the agency			

Form T4
Work Experience

(Experience in terms of no. of assignments of minimum value of ₹ 25 (Twenty-Five) Lakhs undertaken in Asset Management/Property Management/ Operation, maintenance and mechanised services in similar projects with reputed private organisations)

Name of Assignment			
Name of Client			
Address of the Client			
Location of Assignment			
Contract Value (In INR)			
Assignment Start Date		Assignment End Date	
Brief description of the Assignment			
Nature of support provided by the agency			

Form T5
Work Experience
(Average turnover of the agency during last three financial years)

Sl. No.	Turnover	Amount (In INR)
1	FY 2020 - 21	
2	FY 2021 - 22	
3	FY 2022 - 23	
Average Annual Turnover		

Supporting Documents:

- Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)
- Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished along with the technical proposal failing which the proposal will be out rightly rejected.

Form T6
Technical Presentation

Section – 9
Financial Proposal
Submission Forms

Form F1
COVERING LETTER
(ON BIDDER'S LETTER HEAD)

[Location, Date]

To
Chief Administrative Officer,
Startup Odisha

Subject: Request for Proposal for Selection of Property Management Agency for Startup Odisha

Dear Sir,

I/we, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal No.: XXX, Dated: XX/XX/2024. Our Financial Proposal is for the sum of **[Insert amount(s) in words and figures]**.

The above quoted amount is exclusive of the taxes. I/we do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

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 of 180 days. I/we have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the services accordingly.

I/we understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:
Name and Designation:
Address of Bidder:

Annexures

Annexure I: Performance Bank Guarantee Format

[Location, Date]

To,

**Chief Administrative Officer,
Startup Odisha
2nd Floor, Tower A, O – Hub,
Odisha Startup Incubation Centre,
SEZ Road, Chandaka Industrial Estate,
Patia, Bhubaneswar, Odisha - 751024**

WHEREAS <Agency Name and Address> (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No: **XXX**, dated: **XX/XX/2024** to undertake the service “<Assignment Name>” (herein after called “the contract”).

AND WHEREAS it has been stipulated by Startup Odisha 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 **INR XX,XX,XXX (Amount in Words)**, 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 **XX day** of <Insert **Month** and Year>.

Our branch at <**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 <branch> a written claim or demand and received by us at our <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

Annexure I: Agreement Format

Memorandum of Agreement (MoA) for Property Management Agency for Startup Odisha

Between

Startup Odisha – MSME Department, India

And

AGENCY/FIRM NAME

Dated: **XX/XX/2024**

Place: Bhubaneswar - Odisha

This MoA (hereinafter called the “Contract”) is made on **XX/XX/2024**, between, on the one hand, the **Executive Chairman, Startup Odisha**, (hereinafter called the “Client”) and, on the other hand, [**AGENCY/FIRM NAME**] (hereinafter called the “Agency/Firm”).

WHEREAS

- a. The Client has requested the Agency/Firm to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- b. The Agency/Firm, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The General Conditions of Contract (GC);
 - b. The Special Conditions of Contract (SC);
 - c. The following Appendices:
 - i. Appendix A: Description of Services
 - ii. Appendix B: Reporting Requirements
 - iii. Appendix C: Staffing Schedule
 - iv. Appendix D: Total Cost of Services
 - v. Appendix E: Duties of the Client
2. The mutual rights and obligations of the Client and the Agency/Firm shall be as set forth in the Contract, in particular:
 - a. The Agency/Firms shall carry out the Services in accordance with the provisions of the Contract; and

- b. Agency/Firm will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venture. Neither you nor we have any right, power or authority to bind the other.
- c. The Client shall make payments to the Agency/Firms in accordance with the provisions of the Contract, i.e. monthly payment. The payment should be made by the client to the Agency/Firm within thirty days (30 days) of raising the Invoice.

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

For and on behalf of **[Executive Chairman, Startup Odisha]**

Executive Chairman, Startup Odisha

For and on behalf of **[AGENCY/FIRM NAME]**

Authorized Signatory

Name:

Designation

Name of Agency/Firm

3. PRIORITY OF DOCUMENTS

The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1.1 (of this contract) herein above, the documents shall be interpreted in the following order of precedence:

- I. The provisions of this Contract will override all provisions of other documents comprising the Contract.
- II. The provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
- III. The provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
- IV. The Appendices shall subject to each of the Contract, SC and the GC.
- V. Any decision of the Client in relation to the priority of documents shall be final and binding upon the Agency/Firm.

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

For and on behalf of Startup Odisha:

Witness 1:

Signature:

Name:

Address:

Witness 2:

Signature:

Name:

Address:

For and on behalf of Agency/Firm:

Witness 1:

Signature:

Name:

Address:

Witness 2:

Signature:

Name:

Address:

1. GENERAL CONDITIONS (GC) OF CONTRACT

1.1 GENERAL PROVISIONS

1.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India/Odisha as they may be issued and in force from time to time;
- b. "Affiliate" means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and "Control" with respect to any person, shall mean:
 - c. the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms "Controlling" and "Controlled by" shall be construed accordingly.
- d. "Client" means the Party named in the Contract, who employs the Agency/Firm.
- e. "Agency/Firm" or "Agency/Firms" means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services.
- f. Agency/Firm will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venture. Neither you nor we have any right, power or authority to bind the other.
- g. "Contract" means the Contract signed by the Parties,;
- h. "Contract Price" means the price to be paid for the performance of the Services, in accordance with the financial bid of RFP; (negotiated).
- i. "GC" means the General Conditions of Contract;
- j. "Government" means the Government of Client's country/Client's State, i.e., India/Odisha;
- k. "Local Currency" means the currency of the Indian Government;
- l. "Material Adverse Effect" means material adverse effect on (a) the ability of the Agency/Firm to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- m. Master Services Agreement (MSA) shall mean the same as "contract",

- n. "Party" means the Client or the Agency/Firm, as the case may be and Parties means both of them;
- o. "Performance Guarantee" shall mean as provided in Appendix 1;
- p. "Personnel" means persons hired by the Agency/Firm or by any Sub-Agency/Firm as employees and assigned to the performance of the Services or any part thereof;
- q. "Project" means "the project pertaining to the delivery of this assignment"
- r. "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented
- s. "Services" means the work to be performed by the Agency/Firm pursuant to this Contract as described in RFP; and
- t. "Sub-Agency/Firm" means any entity to which the Agency/Firm subcontract any part of the Services
- u. "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee.

1.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of Odisha High Court only.

- a. Language
This Contract has been executed in English, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- b. Notices
Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail and/or E-mail to such Party at the address specified in the SC.
- c. Location
The Services shall be performed at Odisha for services related to Planning and Convergence Department.
- d. Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Agency/Firm may be taken or executed by the officials indicated in the SC.

e. Taxes and Duties

The Agency/Firm shall be paid by the Client along with all applicable taxes over and above the total fees.

f. Interpretation.

In the Contract, unless the context otherwise requires:

- i. The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- ii. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated or replaced, from time to time.
- iii. A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- iv. A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to.
- v. Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- vi. The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed ejusdem generis with any foregoing words.
- vii. In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- viii. Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.
- ix. The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

References to a person (or to a word importing a person) shall be construed so as to include:

- a. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
- b. That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- c. References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

1.2 Commencement, Completion, Modification and Termination of Contract

1.2.1 Effectiveness of Contract

- a. This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC.
- b. **Commencement of Services**
The Agency/Firm shall commence the services within thirty (30) days from the date of signing of the Contract or any date with written approval from the Client. Agency/Firms shall observe a standard week of Six (6) working days, as per the official calendar of Government of Odisha.
- c. **Duration of Contract**
The period shall be 36 months. Further extension of agreement is subject to the consent of the client only.
- d. **Expiration of Contract**
Unless terminated earlier, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.
- e. **Modification**
Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

1.3 Force Majeure

1.3.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical to be considered impossible under the circumstances and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

- a. No Breach of Contract
- b. The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event
- c. Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- d. Has informed the other party as soon as possible about the occurrence of such an event, the dates of commencement and estimated cessation of such event of Force Majeure; and
- e. The manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.
- f. The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

1.3.2 Extension of Time

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

1.3.3 Payments

The payment should be made by the Client to the Agency/Firm within thirty days (30 days) of raising the invoice every month.

1.4 Termination

1.4.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Agency/Firm, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause and sixty (60) days in the case of the event referred to in (g) & (h):

- a. If the Agency/Firm do not remedy a failure in the performance of their obligations under the Contract, within ten (10) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing
- b. If the Agency/Firm become insolvent or bankrupt
- c. If, as the result of Force Majeure, the Agency/Firm are unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- d. If the Agency/Firm fails to comply with any final decision reached as a result of arbitration proceedings.

- e. If the Agency/Firm submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Agency/Firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- f. If the Agency/Firm, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

- g. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- h. The performance & service rendered will be reviewed quarterly by the client. If performance found to be unsatisfactory, then the contract will be terminated with a 30 days' notice.

1.4.2 By the Agency/Firm

The Agency/Firm may terminate this Contract, by giving a written notice of not less than thirty (30) day's' to the Client and such notice is to be given after the occurrence of the events specified in paragraphs (a) (b) and (c) of this Clause:

- a. If the Client fails to pay any money due to the Agency/Firm pursuant to this Contract and not subject to dispute within thirty (30) days after receiving written notice from the Agency/Firm that such payment is overdue ; or
- b. If, as the result of Force Majeure, the Agency/Firm are unable to perform a material portion of the Services for a period of thirty (30) days.
- c. If the Agency/Firm reasonably determine that Agency/Firm can no longer provide the Services in accordance with applicable law or professional obligations.

1.4.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 1.4.1 hereof, or upon expiration of this Contract pursuant to Clause 1.4.2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 1.4.8 hereof, (iii) the Agency/Firm's obligation to permit inspection, copying and auditing of their accounts and records (iv) the specified rights of indemnity of the Client and any other right which a Party may have under the Applicable Law.

1.4.4 Cessation of Services

Upon termination of this Contract by notice of either Party, the Agency/Firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner

and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency/Firm and equipment and materials furnished by the Client.

1.4.5 Payment upon Termination

- a. Upon termination of this Contract, the Client shall make the following payments to the Agency/Firm:
- b. Remuneration for Services satisfactorily performed prior to the effective date of termination;
- c. If the Contract is terminated pursuant of Clause 1.5.1 (a), (b), (d), the Agency/Firm shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider making payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client.
- d. On termination, the amount to be paid for the terminating month will be decided by the client.

1.4.6 Disputes about Events of Termination:

- a. If either Party disputes whether an event has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- b. On termination, the compensation to be paid for terminating month

1.4.7 Obligations of the Agency/Firm

- a. General
The Agency/Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Agency/Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Agency/Firms or third parties.
- b. Conflict of Interests
 - i. Agency/Firm Not to Benefit from Commissions Discounts, etc.
 - ii. The payment to the Agency/Firm pursuant to Clause 1.7 shall constitute the Agency/Firm's sole remuneration in connection with this Contract or the Services and the Agency/Firm shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services in the discharge of their obligations under the Contract and the Agency/Firm shall use their best efforts to ensure that the Personnel, any Sub-Agency/Firms and agents of either of them, similarly shall not receive any such additional remuneration.
 - iii. Prohibition of Conflicting Activities
 - iv. Neither the Agency/Firm nor their Sub-Agency/Firms nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - A. During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
 - B. After the termination of this Contract, such other activities as may be specified in the SC.

1.4.8 Confidentiality

The Agency/Firm, their Sub-Agency/Firms, and the Personnel of either of them shall not, either during the term or within one(1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

1.4.9 Reporting Obligations

The Agency/Firm shall submit to the Client the reports and documents specified in Appendix-B in the numbers and within the periods set forth in the said section.

1.4.10 Liability of the Agency/Firm

The Client (and any others for whom Services are provided) shall not recover from Agency/Firm, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. Client (and any others for whom Services are provided) shall not recover from Agency/Firm, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages upto 5% of the contract fees value for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

1.5 AGENCY/FIRM'S PERSONNEL

1.5.1 Description of Personnel

- a. The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Agency/Firms' core team are described in Appendix B of this Contract. The core team listed in Appendix B is hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Agency/Firm, provided that any such increase shall not, except as otherwise agreed.
- b. If required to comply with the above provision of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Agency/Firm by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

1.5.2 Removal and/or Replacement of Personnel

- a. If, for any reason beyond the reasonable control of the Agency/Firm, it becomes necessary to replace any of the Key Personnel, the Agency/Firm shall forthwith provide as a replacement a person of equivalent qualifications. In case of a critical vacancy, the Agency/Firm shall provide a temporary resource for no more than 6 months at the rate of the personnel being replaced.
- b. If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency/Firm shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c. For any of the personnel provided as a replacement under clause (a) & (b) above, the Agency/Firm will bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement.

1.6 OBLIGATIONS OF THE CLIENT

- a. Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Agency/Firm, Sub Agency/Firms and Personnel with work permits and such other documents as shall be necessary to enable the Agency/Firm, Sub Agency/Firms or Personnel to perform the Services-

- i. Assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- ii. Facilitate prompt clearance through customs of any property required for the Services;
- iii. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

1.7 PAYMENTS TO THE AGENCY/FIRM

1.7.1 Payment Terms

- a. The Agency/Firm's total remuneration shall include all staff costs, Sub-Agency/Firms' costs excluding taxes. All travel, printing, communications, and other costs incurred by the Agency/Firm for official purpose shall be borne by the Client.
- b. The Client will increase the fees by 20% after a period of 12 months from the date of the commencement of the PMU, subject to satisfactory performance by the Agency/Firm as assessed by and at the discretion of the Client.

1.7.2 Contract Price

The price payable in local currency i.e. Indian Rupees Annually (INR xxxxxxxxxxxx only) payable in 12 equal payments excluding taxes and out of pocket expenses. These may be incurred by the Client and/or will be charged as actuals if incurred by the Agency/Firm.

1.7.3 Payment for Additional Services

For the purpose of determining the price payable due, for any additional services assigned by the client apart from the scope mentioned in Appendix A will be borne by the client based on mutual agreement.

1.8 SETTLEMENTS OF DISPUTES

a. Amicable Settlement

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

b. Disputes Settlement

Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within forty-five (45) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

1.9 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

- c. The Agency/Firm warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The Agency/Firm further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project .
- d. Agency/Firm warrants that it shall perform the Services in professional manner and materially in accordance with the applicable specifications in the RFP.
- e. The Agency/Firm represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- f. The Agency/Firm represents that it has the corporate power and authority to enter into Agreements and perform its obligations there under.
- g. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.
- h. The Agency/Firm represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Agency/Firm is selected:
 - i. Will not violate or contravene any provisions of its documents of incorporation;

- ii. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

1.10 PERFORMANCE GUARANTEE

The Agency/Firm shall furnish a Performance Guarantee equal to 2% of the Annual Contract Price agreed to be paid to the Client for the Project. The performance bank guarantee shall be made on a scheduled/nationalized bank and should be provided before the signing of this Contract. The Performance Guarantee shall be returned to the Agency/Firm on satisfactory provision of all Services.

1.11 MISCELLANEOUS

Assignment & Charges

The contract shall not be assigned by the Agency/Firm save and except with prior consent in writing of the client, which the client shall be entitled to decline without assigning any reason whatsoever.

The Client entitled to assign any rights, interests and obligations under this contract to third parties.

1.12 GOVERNING LAW AND JURISDICTION

The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and the Odisha High Court, shall have jurisdiction over all matters arising out of or relating to the Contract.

a. Change in Scope of this Agreement

The scope of this agreement may be changed based on a mutual agreement between both parties.

b. Waiver

Waiver by either party of any default by other party in the observance and performance of any provision or obligations or under the contract.

- i. Shall not operate or be construed as a waiver of any other subsequent default hereof or of other provisions or obligations under the contract.
- ii. Shall not be effective unless it is writing and executed by a duly authorised representative of such party; and
- iii. Shall not affect the validity or enforceability of the contract in any manner.

Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of the contract or any obligation hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance or any variation of the relinquishment of any such right hereunder.

c. Survival

Termination of the contract (a) shall not relieve the Agency/Firm or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the contract expressly limiting the liability of either party, shall not relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination or arising out of such Termination.

d. Notices

Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognized international courier, mail and/or email and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at the address and (ii) in case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

e. Severability

if for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentally to be invalid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to Dispute resolution under the contract or otherwise.

f. No Partnership

The Contract shall be construed or interpreted as constituting a partnership between the Parties, Neither Party shall have any authority to bind the other in any manner whatsoever.

g. Language

All notices required to be given under the Contract and all Communications, documentation and proceedings which are in any way relevant to the contract shall be in English language only.

h. Exclusion of implied warranties etc.

The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between Parties or any representation by any Party not contained in the Contract.

i. Contract to Override Other Agreements

The Contract supersedes any other agreements or arrangements between Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between Parties in relation thereto.

j. Counterparts

The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

k. Intellectual Property Rights

i. The Selected Agency/Firm warrants that inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The selected Agency/Firm warrants that the Deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

ii. In the event of the deliverables become the subject of a claim of violation of infringement of a third party's intellectual property rights, Selected Agency/Firm shall, at its choice and expenses: (a) procure for the Client the right to continue to use such Deliverables; (b) replace or modify such Deliverables to make them non-infringing provided that the same function is performed by the replacement or modified deliverables as the infringing Deliverables; or (c) if the rights to use cannot be procured or the Deliverables cannot be replaced or modified, accept the return of the Deliverables and reimburse Client of any amounts paid to selected Agency/Firms for such deliverables, along with the replacement costs incurred by Client for procuring an equivalent equipment in addition to the penalties levied by Client. However Client shall not bear any kind of expenses, charges, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the selected Agency/Firm shall be responsible for payment of penalties in case service levels are not met because of inability of Client to use the proposed solution.

- iii. The indemnification obligations stated in this clause apply only in the event that the indemnified Party provides the indemnifying Party prompt written notice of such claims; grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims; and makes available all reasonable assistance in defending the claims (at the expenses of the indemnifying party). Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified Party make any payment or bear any other substantive obligation without the prior written consent of the indemnified Party. The indemnification obligations stated in this clause reflect the entire liability of the Parties for the matter addressed thereby.
- iv. The selected Agency/Firm acknowledges that business logics, work flows, delegation and decision-making processes of the Client are of business sensitive nature and hence shall not be referred to other clients, agents or distributors of the software. The project shall be deemed as incomplete in case the desired objectives of the project as mentioned in the scope of the project are not met and in case the system is unable to facilitate the processes duly supported by various requirements as envisaged in the RFP.

1.13 CHANGE IN SCOPE OF THIS AGREEMENT

The Scope of this agreement may be changed based on a mutual agreement between both Parties.

1.14 SPECIAL CONDITIONS (SC) OF CONTRACT

- a. Number of GC Clause Amendments of, and Supplements to, Clauses in General Conditions of Contract

- b. The Client address is:

Executive Chairman - Startup Odisha,

Government of Odisha

PIN-

Phone:

Email:

The Agency/Firm address is:

Phone:

- c. The Authorized Representatives are:

For the Client:

Executive Chairman - Startup Odisha

Government of Odisha

For the Agency/Firm:

Name and Title of Signatory:

Name of Firm:

Address:

- d. The Agency/Firm shall be paid by Executive Chairman - Startup Odisha, along with all applicable taxes over and above the total fees.
- e. The date on which this Contract will come into effect is: xx/xx/xxxxx
- f. The period shall be 36 months. Further extension after due evaluation of the evaluation Committee.
- g. Agency/Firms shall observe a standard week of six (6) working days, as per the official calendar of Government of Odisha
- h. Limitation of the Agency/Firm's Liability towards the Client:
 - i. The Agency/Firm, with respect to damage caused by the Agency/Firm to the Client's property, shall not be liable to the Client:
 - A. For any indirect or consequential loss or damage; and
 - B. For any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditure made, or (B) the proceeds the Agency/Firm may be entitled to receive from any insurance maintained by the Agency/Firms to cover such a liability, whichever of (A) or (B) is higher.
 - ii. This limitation of liability shall not affect the Agency/Firms' liability, if any, for damage to Third Parties caused by the Agency/Firm or any person or firm acting on behalf of the Agency/Firm in carrying out the Services.
- i. Consultancy fee will be paid in accordance with the following criteria:
 - i. The Client shall pay the Agency/Firm's invoices within thirty (30) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Agency/Firm, the Client may add or subtract the difference from any subsequent payments.
 - ii. Any increment in and over the contract value is subject to satisfactory performance and consent of the Client. The Agency/Firm cannot claim for the same.

- iii. The Final Payment: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Agency/Firm and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client's satisfactory thirty (30) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such thirty (30) calendar day period, gives written notice to the Agency/Firm specifying in detail deficiencies in the Services, the final report or final invoice. The Agency/Firm shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Agency/Firm to the Client within thirty (30) days after receipt by the Agency/Firm's notice thereof.

- j. Dispute Settlement- If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of Thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be within Odisha and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The arbitral tribunal shall render its award within a period of 45 days from the date of commencement of arbitration proceedings and the award rendered by the arbitral tribunal shall be final and binding on the parties.