

**GOVERNMENT OF NAGALAND
NAGALAND BAMBOO DEVELOPMENT AGENCY**



**NOTICE FOR REQUEST FOR PROPOSAL
08th March, 2024**

**SELECTION OF CONSULTANT FOR PREPARATION OF FEASIBILITY STUDY REPORT,
PRELIMINARY PROJECT DESIGN AND DETAILED PROJECT REPORT FOR BAMBOO VALUE
CHAIN PROJECT IN NAGALAND**

The Nagaland Bamboo Development Agency, Government of Nagaland invites bids from intending reputed Firms / Agency/ Company for **Selection of Consultant for Preparation of Feasibility Study Report, Preliminary Project Design, and Detailed Project Report for Bamboo Value Chain Project in Nagaland**

SL No.	Name of RFP
1	Selection of Consultant for Preparation of Feasibility Study Report, Preliminary Project Design, and Detailed Project Report for Bamboo Value Chain Project in Nagaland

The detailed Request for Proposal (RFP) documents containing information on eligibility, dates and timelines required formats etc. shall be available on the hardcopy and email from 08.03.2024 onwards.

All interested firms/ organizations and companies etc. shall apply the bid through hardcopy and email submission. **The tender document can be downloaded from nagalandplanning.in.**

(S.TAINIU)

Mission Director,
Nagaland Bamboo Development Agency

Copy to:

1. To **Development Commissioner**, Planning and Transformation Department, Government of Nagaland.
2. Editor – **Nagaland Page** and **Eastern Mirror** (English)- with a request to kindly publish the above notification for 1 (one) day as Advertisement.
3. Planning Department, Kindly upload the above Notification at the nagalandplanning.in in the downloads section.
4. Relevant File

REQUEST FOR PROPOSAL

for

Selection of Consultant

for

**Preparation of Feasibility Study Report, Preliminary Project Design
and Detailed Project Report for Bamboo Value Chain Project in
Nagaland**

at

NAGALAND BAMBOO DEVELOPMENT AGENCY,

Government of Nagaland

RFP No.: NBM-IT/ADB/2024

Nagaland Bamboo Development Agency

Nagaland Bamboo Resource Centre (NBRC) Complex, 6th Mile,
Sovima, Chúmoukedima, 797103, Nagaland

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1. SECTION -1: PROJECT BRIEF

Government of Nagaland, Nagaland Bamboo Development Agency plans to develop a Bamboo Value Chain in Nagaland. Approximately 20% of the state is characterized by dense forests, serving as the habitat for diverse bamboo species, timber, and various flora and fauna. The indigenous tribes rely heavily on these forests for their daily necessities and livelihoods. Bamboo plays a crucial role in their daily lives, being utilized in utensils, handicrafts, and the construction of houses. The cultivation and utilization of bamboo contribute to about 5% of Nagaland's economy. This cultivation, along with the associated activities in the value chain, presents a distinctive opportunity for economic growth and environmental sustainability in the region. Bamboo, deeply ingrained in the traditional practices of Northeast India, is acknowledged for its rapid growth and versatility, making significant contributions to poverty alleviation, climate mitigation measures, biodiversity support, and notably, the promotion of the National Bamboo Mission.

Nagaland Bamboo Development Agency plans to promote an innovative Bamboo business ecosystem while establishing sustainable bamboo-based industries and innovative mechanisms leading to the growth of the state. The project involves Integrated Bamboo Park (IBP), Primary Processing Centre (PPC) or Common Facility Centre (CFC), etc. An IBP would be developed at Nagaland, with the support from ADB.

The proposed project has the following components:

- A. Integrated Bamboo Park (IBP)
 - Bamboo themed landscaped ornamental gardens
 - Walkways: canopy walkway
 - Adventure activities
 - Eco-tourism retreat with bamboo cottages
 - Wellness centre
 - Food Court
 - Souvenir shops
- B. Bambusetum (Bamboo Research Centre)
- C. Network of aggregation-cum-primary processing centres
- D. High-tech Nursery

2. SECTION -2: INVITATION AND SCHEDULE OF BIDDING PROCESS

2.1 Nagaland Bamboo Development Agency, Government of Nagaland (hereinafter referred to as the Authority") intends to engage a reputed Consultant for 'Preparation of Feasibility Study Report, Preliminary Project Design and Detailed Project Report for Bamboo Value Chain Project in Nagaland. The Consultant plays a pivotal role in spearheading the development of a Bamboo Value Chain project for the state's economic growth.

2.2 Nagaland Bamboo Development Agency, Government of Nagaland (the "Authority") is the nodal agency for the planning and implementation of Bamboo Value Chain project in the State of Nagaland through concerned line Departments specialized for different components.

2.3 The Authority intends to select and appoint a Consultancy having a set of people to work as consultants & multi-sectoral experts with specific skills and experience for this RFP for providing the services described in this RFP.

2.4 The Authority would endeavour to adhere to the following schedule:

Event Description	Scheduled Date
Last date of receiving query	14.03.2024
Pre-proposal conference	15/03/2024 at 11:00am
Proposal Due Date (POD) and time (i.e., last date and time of receiving Proposals)	29.03. 2024 up to 15:00 Hrs.
Submission of proposals (Bids)	This should be submitted through email and hard copy.
Opening of Technical Proposals	On Proposal Due Date at 16:00 Hrs. or Thereafter
Opening of Financial Proposals	Shall be intimated later
Validity of Proposals	180 days of Proposal Due Date

The tender document can be downloaded from nagalandplanning.in.

2.5 Pre-Proposal Conference

The date, time and venue of the Pre-Proposal Conference shall be held as indicated above at the Nagaland Bamboo Development Agency, Dimapur, Nagaland. Bidders can also join online for the pre-bid meeting using the link provided on the website (on 14.03.2024).

2.6 Communications

2.6.1 All communications including the submission of the Proposal should be addressed to:

ATTN. OF: **The Mission Director,**

Nagaland Bamboo Development Agency, Chímoukedima, Nagaland-797103

TEL NO: +91-8730090483 and +91-8837076898

E-MAIL: Nagaland_bda@yahoo.com and Chairmanofficialnbda@gmail.com

Bidders shall use the same email id for submission of proposals through email (online mode).

2.6.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“SELECTION OF CONSULTANT FOR THE PREPARATION OF FEASIBILITY STUDY REPORT, PRELIMINARY PROJECT DESIGN, AND DETAILED PROJECT REPORT FOR BAMBOO VALUE CHAIN PROJECT IN NAGALAND”.

3 SECTION - 3 INSTRUCTIONS TO APPLICANTS

3.1 Each Applicant shall submit a maximum of one (1) Proposal for the Assignment in response to this RFP document. Any Applicant who submits more than one Proposal for the Assignment shall be disqualified.

3.2 Details of payment towards bid document fee (INR 10,000/-).

3.3 Bid process

- i. The Authority intends to adopt a QCBS bidding process for the selection of the firm for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Applicant ("Successful Applicant"). The Successful Applicant is required to enter into a Consultancy Agreement with the Authority and the draft of the same is set out in

Schedule B. The fees shall be paid to the Consultant by the Authority in the manner as set out in the Draft Consultancy Agreement.

- ii. At any time prior to the Proposal Due Date, The Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- iii. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). The Authority reserves the right to reject any Proposal, which does not meet this requirement.

3.4 Minimum Eligibility Criteria

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

To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

- i. The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 5 years as on March 31, 2023. Proof of incorporation should be submitted.
- ii. The Bidder should have an average annual turnover of more than INR 20 crores from consulting/advisory services in last 3 years. (2020-21,2021-22 and 2022-23)
- iii. The audited copy of the financial statements should be submitted.
- iv. The Bidder should have experience in handling at least one project (completed/ongoing) as a Consultant in North-East India with a minimum fee of INR 1 crore.
- v. The bidder should not be blacklisted by any Central Government Department and State Government Department at the time of submission of the application. The applicant shall provide self-certification by the Authorized Signatory as proof of the same.

3.5 Opening of Technical Proposal

In this stage, only the technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated.

3.6 Earnest Money Deposit (EMD)

3.6.1 Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs. 1,00,000/- (Rs. One Lakh only) in the form of a Demand Draft in favour of The Director, any scheduled bank. `

(Exemption from payment of earnest money to registered MSMEs on submission of MSME certificate from competent authority)

3.6.2 EMD shall be returned to the unsuccessful Applicants within a period of two (2) weeks from the date of signing of consultancy Agreement between the authority and the Successful Applicant without any deduction through Demand Draft/Bank Transfer. EMD submitted by the Successful Applicant shall be retained and adjusted against Performance Security Deposit.

3.6.3 Bidders can also deposit EMD and Bid processing fee through NEFT/RTGS in the following bank account and the proof of the same shall be submitted along with the technical proposal. Or Through DD/Banker’s Cheque along with hard copy of the technical proposal.

Name of the Account: Nagaland Bamboo Development Agency
Account Number: 50200053769586
Bank Name: HDFC Bank, Purana Bazar, Dimapur Nagaland
IFSC Code: HDFC0004368

- 3.6.4 EMD shall be forfeited in the following cases:
- i. If any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
 - ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by the authority.

3.7 The roles, responsibilities, and broad scope of work for the Consultant are set out in Schedule A. The scope of services may be extended on mutually agreed fees, terms, and conditions.

3.8 Clarifications

A prospective Applicant requiring any clarification on the RFP document may notify the authority in writing via email to the address as specified in the RFP. The applicants should send in their queries latest by the last date for receiving queries mentioned in the Schedule of Bidding Process. The responses shall be uploaded on the Authority's web portal and will be shared by email with the agencies participating in the tender.

Format and Signing of Proposal:

The Applicant is required to provide all the information as per this RFP document. The authority shall evaluate only those proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:

3.9 Details of submissions:

3.9.1 Part I Submission

- a) Covering letter in the format set out in **Appendix A**
- b) Details of the Applicant in the format set out in **Appendix B**
- c) Power of Attorney as per **Appendix C**, authorizing the signatory of the Proposal to submit the proposal.
- d) Technical Proposal comprising
 - i. Approach and methodology In **Appendix D**
 - ii. Details of key experts in **Appendix E**
 - iii. Financial capacity of the applicant in **Appendix F**
 - iv. Earnest Money Deposit in the manner described herein

3.9.2 Part II Submission

- a) Financial proposal in the format as set out in **Appendix G**
- b) The Financial Proposal shall be quoted as lump sum cost which shall be payable to the Consultant under the agreement. It shall be inclusive of
 - i. The Cost to Company expenses of the experts and personnel to be deployed for this assignment and all expenses to be incurred by the consultant
- c) The Financial Proposal shall be exclusive of Goods and Service Tax
- d) Client viz. Department will provide the following:
 - i. Office space, furniture, hardware, software, internet connection, laptop, printer etc., will be provided to the Consultant by the Authority
 - ii. Ground reports in terms of data, surveys, govt. approvals

iii. On ground support to the consultant in arranging visits etc.

3.10 Financial Proposal shall not include Goods & Service Tax, Cess, Surcharge levied on such services which shall be reimbursed by the authority at the then prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees.

3.11 The Proposal documents shall be printed, and each page shall be initialled by the authorized signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

3.12 Submission of Proposal

3.12.1 The bid documents shall be submitted through email (mentioned above) and hardcopy in the department and through courier/in person on or before the proposal due date. The applicant shall assign file names "Part I" and "Part II" for the zipped files with respect to technical proposal and financial Proposal respectively and send these proposal documents on the through email. ***Please note only technical proposal are required to submitted through hard copy.***

3.12.2 A password protected file of financial proposal (PDF copy) shall be submitted through email by the agencies. ***Note: Bidders are not required to submit the proposal through hard copy. Submission of hard copy of financial proposal shall lead to disqualification.*** The list of documents to be submitted in each part is mentioned in Clause 3.9.

3.12.3 If the filenames of proposals are not as instructed above, the authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such proposal, may, at the sole discretion of the authority, be rejected.

3.12.4 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.

3.12.5 It shall be deemed that prior to the submission of the Proposal, the Applicant has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document.
- b. received all such relevant information as it has requested from the authority and
- c. made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.

3.12.6 The Authority shall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

3.12.7 Bidding in consortium/ JV shall not be allowed.

3.13 Proposal Due Date

3.13.1 Proposals should be submitted within the time as mentioned in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

3.13.2 The Authority may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

3.14 Opening of Proposals and Clarifications

3.14.1 The Authority would open the Technical Proposals on date of opening Technical Proposal as mentioned in the Schedule of Bidding Process for the purpose of evaluation. The Part II Submission of the shortlisted Applicants shall be opened after intimation of the date, time and venue of such opening in presence of Applicants or their representatives, who choose to remain present.

3.14.2 The Authority reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.

3.14.3 To facilitate evaluation of Proposals, the authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

3.14.4 If the rate quoted by a bidder is found to be either abnormally high/low or due to unethical practices adopted at the time of the bidding process, such bids shall be rejected.

4. SECTION-4-EVALUATION

4.1 The criteria for eligibility, qualification, evaluation, and selection of Applicants are set out in the RFP.

4.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

4.3 The Part I Submission would be considered responsive if it meets the following conditions:

- a. it is received by the Proposal Due Date including any extension thereof.
- b. it is signed, stamped on each page and file names assigned as specified in Clause 3.9
- c. it contains all the information and documents including EMD as requested in the RFP.
- d. it contains information in formats specified in this RFP.
- e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the authority without communication with the applicant). The authority reserves the right to determine whether the information has been provided in reasonable detail.
- f. There are no inconsistencies between the Proposal and the supporting documents.

4.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b. which limits in any substantial way, the proposal, the authority's rights or the Applicant's obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.

4.5 The responsive Proposals shall be evaluated as per the criteria set out in the RFP.

4.6 Quality Cost Based Selection (QCBS) method would be adopted for selection of Consultant for the Assignment, which has been more fully described in this RFP document.

4.7 In case there are two or more Applicants obtaining the highest Composite Score, the bidder with the highest technical score will be selected, as stated in the Manual for Procurement of Services.

4.8 The authority reserves the right to reject any proposal, if:

- a. at any time, a material misrepresentation is made or discovered; or
- b. the Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

4.9 Notwithstanding anything contained in this RFP, the authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

4.10 Proposal Evaluation: Part I Submission

4.11 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).

4.12 The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. The authority reserves the right to reject the Proposal of an Applicant without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

4.13 The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, the authority may also request the Applicant to submit clarifications.

4.14 Scoring Methodology: Technical Proposal

4.14.1 The total maximum point for evaluation of Technical Proposal is 100 marks.

4.14.2 The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below:

- i. Opening of Technical proposal and evaluation:
In this stage, only the technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated on the basis of the following score card:

4.14.3 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience and the qualifications and relevant experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for

further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

4.14.4 The Scoring Criteria to be used for Evaluation (Technical Evaluation Criteria) will be as follows:

- a) **Firm's Experience** – 70 Marks
 - b) **Technical Presentation** – 30 Marks
- Total** – 100 Marks

Technical Evaluation Criteria			
Sr. No.	Criteria	Max Marks	Document/ Evidence Required
A. Relevant experience of the bidder		70 Marks	
1	<p>Financial strength: Average annual turnover from consulting/advisory services within the last three Financial Years (FY 2020-21, FY 2021-22, FY 2022-23):</p> <ul style="list-style-type: none"> • More than INR 20 crores – INR 50 crores – 3 marks • More than INR 50 crores to INR 100 crores – 5 marks • More than INR 100 crores – 10 marks 	Total 10 marks	<ul style="list-style-type: none"> i. Turnover certificate from Statutory Auditor ii. Audited copy of the financial statements
2	<p>The bidder should have existing office in any of the North-Eastern States operational from a minimum duration of 12 months – 5 Marks</p> <p>5 Additional Marks if the agency has a valid trade licence for any of the NE states</p>	Total 10 marks	<p>Copy of Lease / Rent Agreement / other relevant document</p> <p>Copy of Trade Licence</p>
3	<p>Experience of Agency PMA/ PMU/ PMC with Central Govt./ State Govt. in Agriculture and allied sectors in last 5 years. Each Project with the completion of minimum duration of 2 years shall be considered. (2.5 marks per assignment)</p> <p>Work Order/ Agreement and status of such assignments to be furnished in this regard.</p>	Total 15 Marks	Copy of work Order/ agreement
4	<p>Experience of undertaking large-scale consultancy externally aided project (completed/ongoing) in agri and allied sectors with State Department of a North-East State, with consultancy fee realised from a single project.</p> <ul style="list-style-type: none"> • INR 5 cr – <10 cr – 5 marks • INR 10 cr – <15 cr – 10 marks • More than 15 crore – 15 Marks 	15 Marks	Copy of work order/CA Certificate/Form 26 AS for proof pf payment (Ministry of Finance)
5	The firm should have experience of designing a project in agri and allied sectors funded or	Total 10 Marks	Copy of relevant certificates

	<p>assisted by multilateral agency 2.5 marks maximum 5 marks.</p> <p>Additional 5 marks if the projects are approved by Govt. of India.</p>		
6	<p>Experience of designing and implementing an IT platform/ Portal for monitoring of physical and financial progress of projects in Horticulture in Central Programme/ Scheme of Govt. of India (1 Project: 5 Marks Additional 5 points shall be given for undertaking relevant APIs and database integrations with -</p> <p>Local Government Directory (LGD) Agri Stack Aadhaar Vault Krishi Mapper e-RUPI</p> <p>Documentary evidence such as a letter or a certificate from the client stating above functionalities/ integrations implemented as a part of the project.</p>	Total 10 marks	Copy of work Order/ agreement
<p>B. Technical Presentation:</p> <p>a) Approach and Methodology- 10 Marks</p> <p>b) Work Plan- 5 Marks</p> <p>c) Key Experts: Team Leader- 6 marks Bamboo expert- 5 marks Architect/Urban Designer - 4 marks (Marks will be given on the basis of 30% on qualification and 70% on experience)</p>		Total 30 marks	Bidder shall submit the documents in SL a, b, c along with the technical proposal
Total		100 Marks	

- (i) The Bidder is required to achieve a minimum score of 60 marks in their technical proposal.
- (ii) Evaluation of Financial Proposal: Only those Bidders whose Technical Proposals score at least 60 marks out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST) ("**Technically Qualified bidders**").
- (iii) Financial bids of only the Technically Qualified bidders shall be opened for evaluation. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The Authority will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total

quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

{F=amount of Financial Proposal)

(a) Combined and final evaluation

- Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times TVV + SF \times FW$$

Where S is the combined score, and TVV and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

- (iv) Selection of Successful Bidder: Final ranking of all proposals shall be done with a weightage of 80:20. Weightage of 80% shall be given to technical competence and 20% to the fee quoted in the financial proposal.

4.15 Evaluation of adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach. This will be evaluated from the 'proposed work plan, approach & methodology and key expert's qualification and experience, submitted by the bidders as part of their Technical Proposal.

4.16 Supporting documents to be submitted by the consultants (to be submitted as part of Part I of proposals)

- i. The Applicant firms shall submit the signed and stamped copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services in support of project experiences submitted against the eligibility conditions
- ii. The Applicant firms shall submit the audited financial statement of each of the applicable financial years in support of its financial capacity.

4.17 Award of Consultancy

- i. In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the authority shall declare the Preferred Applicant as the Successful Applicant. The Authority will notify the Successful Applicant through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- ii. The Successful Applicant shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as the authority may agree to in its discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, the authority reserves the right to
 - a. Either invite the next best Applicant for negotiations; or
 - b. Take any such measure as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.

The selected Consultancy shall sign the agreement and deploy the on-ground team members for this assignment within 15 days from the date of letter of award.

**Covering Letter
(On the Letterhead of the Applicant)**

Date:

To
The Mission Director
Nagaland Bamboo Development Agency
Government of Nagaland

Subject: Selection of a Consultant for Preparation of Feasibility Study Report, Preliminary Project Design, and Detailed Project Report for Bamboo Value Chain Project in Nagaland.

Dear Sir,

Being duly authorized to represent and act on behalf of (Hereinafter referred to as “the Applicant”) and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (Name of Applicant) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the Proposal Due Date.

1. It is hereby agreed confirmed that –

- a. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects, and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
- b. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorized Signatory of the Applicant

(Name, Title and Address of the Authorized Signatory)

Seal of the Applicant

**Details of Applicant
(On the Letter Head of the Applicant)**

1. (a) Name of Applicant
- (b) Address of the registered and corporate office(s)
- (c) Date of incorporation and commencement of business
- (d) Company Registration no.

2. Details of individual(s) who will serve as the point of contact / communication for the authority with the Applicant:
 - i. Name
 - ii. Designation
 - iii. Company/Firm
 - iv. Address
 - v. Telephone number
 - vi. E-mail address
 - vii. Fax number
 - viii. Mobile number

Note:

Notarized copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business or certificate of registration

POWER OF ATTORNEY
(On Stamp Paper of relevant value)

Know all men by these presents. We (name and address of the registered office) do hereby constitute, appoint, and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts' deeds, and things necessary in connection or incidental to our Proposal for **"SELECTION OF A CONSULTANT FOR PREPARATION OF FEASIBILITY STUDY REPORT, PRELIMINARY PROJECT DESIGN, AND DETAILED PROJECT REPORT FOR BAMBOO VALUE CHAIN PROJECT IN NAGALAND"** including signing and submission of all documents and providing information/ responses to the authority in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds, and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of 2024

Accepted

..... Signature)

For

(Name, Title and Address of the Attorney)

Date.....

(Name and designation of the person(s)

signing on behalf of the Applicant

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

Methodology Statement and Approach

Maximum 10 Pages

Particulars of Key Experts

Following are **Key Personnel** (SME's) as and when required for the assignment

Sl. No.	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments	Estimated Man-Month Requirement
1.	Team Leader	Masters in management/Planning or equivalent	15 years	He / She should have experience in Consulting projects, environment project, Infrastructure planning, sustainability project.	4 months
2.	Financial Management Expert	MBA in Finance/ CA/Equivalent	8 years	He / She should have experience in Project Management, Financial Modelling, Procurement & Contract Management	4 months
3.	Bamboo Expert	Master's Degree in Agriculture /horticulture/Social/ Rural Development or equivalent	8 years	He / She should have experience in the relevant field.	4 months
4.	Architect cum Urban Designer	Master of Architecture – M(arch)/Urban Planning or Equivalent	5 years	He / She should have relevant experience in planning and designing	4 months
5.	Procurement Expert	Masters degree in any field or equivalent	5 years	He/ She should have experience in bid process management / procurement works	4 months
6.	Environmental Expert	Graduate in Environment Science/planning or equivalent	5 years	He / She should have experience in environment related projects	4 months

Sl. No.	Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments	Estimated Man-Month Requirement
7.	Social Expert	Masters in social science or equivalent	5 Years	He / She should have experience in social Development works	4 months
8.	Eco Tourism Expert	Masters degree in any field or equivalent	5 years	He/ She should have experience in planning/designing & managing eco-tourism projects	4 months

Following is the On-ground support staff team to be available full time:

1. Project Manager (1) Postgraduate with 5 Years of experience
2. Project Coordinators (2) Postgraduate with 3 years of experience
3. Project Assistant (1) Graduate with 3 years of experience

CVs of only key-personnel are required to be submitted along with the RFP. Each CV should be of Maximum 5 pages.

**Financial Capacity
(Rs. In Crores)**

Name of the Company	Annual turnover of the company			Net Worth for Proceeding FY
	FY 2022-23	FY 2021-22	FY 2020-21	

All bidders shall provide the details in the format given above and shall be duly certified by the statutory auditors of the bidder.

In case the Applicant doesn't have a Statutory Auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Bidder shall upload the Balance sheet for substantiating the same.

Signature of Statutory auditor/Chartered Accountant

Seal & Signature of Authorized Signatory

Format for Financial Proposal

From FIN 01

(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultancy]

.....

To
 The Mission Director
 Nagaland Bamboo Development Agency
 Government of Nagaland

Dear Sir,
 Sub: SELECTION OF CONSULTANT FOR PREPARATION OF FEASIBILITY STUDY REPORT, PRELIMINARY PROJECT DESIGN, AND DETAILED PROJECT REPORT FOR BAMBOO VALUE CHAIN PROJECT IN NAGALAND

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is ...% (Percentage of the project cost).

Particulars	Estimated amount (In figures)	Estimated amount (In words)
A	B	C
Lumpsum Quote in INR		
GST @ _____		
Grand Total		

- Fees is inclusive of all taxes, excluding GST. (Amount shall be quoted in Indian Rupees Only)
- We confirm that the financial proposal includes all cost related with the project.
- We confirm that the Financial Proposal conforms to all the terms and conditions stipulated in the Request for Proposal Document. We would be solely responsible for any errors or omissions in our Financial Proposal.
- We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
- Our Financial Proposal shall be binding upon us, subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.
- We understand that Income Tax shall be deducted at source as per applicable laws
- We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Yours sincerely
 Authorized Signature
 Name and Title of Signatory
 Name of Firm:
 Seal of Firm:
 Address

Schedule A Terms of Reference

Roles, Responsibilities and Scope of Services of Consultant for Preparation of Feasibility Study Report, Preliminary Project Design, and Detailed Project Report for Bamboo Value Chain Project in Nagaland, by undertaking survey and feasibility study, detailed engineering and architectural design and assisting in the bid management process for selecting the firm/s for the construction of the IBP (Integrated Bamboo Park)

1 General

The objective of this Consultancy is to support the Bamboo Initiatives for the State of Nagaland and to assist in making the state a hub for Bamboo Value Chain.

Key Objectives:

- i. Development and rejuvenation of bamboo industry in Nagaland.
- ii. Reduction on dependency on import of bamboo and bamboo products through improved productivity and suitability of domestic raw material for industry.
- iii. Income of primary producers to be increased.
- iv. Access the role and support of women in the project.

2. Scope of work:

The Consultant is required to provide Professional Services for the above project with the following scope of work:

Activity 1: Feasibility Study Report

The feasibility study shall assess the worthiness and sustainability of the proposed components like Integrated Bamboo Park (IBP), Primary Processing Centre (PPC) or Common Facility Centre (CFC), technology etc. of the value chain development project in Nagaland.

The study shall also cover, but not limited to:

- Baseline Survey
- Collect and analyse data
- Supply Chain Mapping (mapping including key extractable bamboo resource locations and key infrastructure for bamboo sector, such as existing relevant markets, existing and proposed IBP and CFC, electricity supply and transportation (road, railway, waterway))
- Market, value chain and demand analysis
- Investment alternative analysis
- Risk assessment
- Procurement capacity assessment
- Social and gender analysis;
- Prepare final feasibility report.

Overall, the study shall assess the existing business / industry / stakeholders from the bamboo sector of Nagaland and the state to identify strengths and gaps in business ecosystem and interventions needed across the state so that the required investments are in place and are adequately resourced, implemented, monitored and continually improved to move towards achieving desired outcomes through mentioned indicators.

Activity 2: Preliminary Project Design

The Consultant shall be responsible for carrying out a preliminary project design for the Bamboo Value Chain Project. The scope of work shall include the following:

- Develop a preliminary project design for the Bamboo Value Chain Project, including the following components:
 - Resource development
 - Processing and manufacturing
 - Marketing and export
 - Capacity building
 - Research and development
- Define the project objectives, targets, and indicators.
- Conceptual design of each of the proposed components and facilities.
- Preparation of Architectural Design
- Estimate the project costs and benefits.
- Consult with various stakeholders, including government agencies, industry associations, NGOs, and local communities, to ensure that the project design is responsive to their needs and priorities.

Activity 3: Detailed Project Report

The DPR shall cover the following key areas:

- Provide a detailed description of the bamboo value chain project, including its objectives, scope, and expected outcomes.
- Conduct a comprehensive assessment of potential project sites in Nagaland.
- Develop detailed technical specifications for all aspects of the project, including bamboo plantation development, bamboo harvesting and transportation method, bamboo processing facilities, Product design and development, etc.
- Conduct a comprehensive financial analysis of the project.
- Formulate a comprehensive implementation plan, outlining project timelines, responsibilities, and resource requirements.
- Clearly define the roles and responsibilities of various stakeholders, including project management, technical experts, financial institutions, and community representatives.
- Project sustainability plan.

Activity 4 Bid Process Management:

- Preparation of bid documents and assist in complete Bid Process Management (pre-bid responses, bid evaluation, etc.).

1. General Terms

- i) Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process individually/JV/Consortium in response to this invitation. The term applicant (the “**Applicant**”) means the firm/JV/Consortium. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- ii) The total duration for the engagement of the Agency shall be for a period of 06 months extendable by another 01-month depending upon mutually agreed terms and conditions.

The Consultant shall perform the services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and method.

- iii) The Consultant shall always act, in respect of any matter relating to the Contract or to be Services, as faithful advice to the Department, and shall at all times support and safeguard the Department’s legitimate interests.
- iv) The Consultant shall hold the Department’s interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interest.

2. Deliverables and Payment Schedules

The following table indicates the key milestones along with major deliverables that needs to be submitted in order to achieve the milestones (D = Issuance of letter of appointment).

Milestone	Description	Time Frame	Payment
1	Mobilisation Advance (Against Bank Guarantee)	0 days	10%
2	Submission of Inception Report	D+21 days	10%
3	Submission of Feasibility Report	D+60 days	30%
6	Submission of Detailed Project Report along with Submission of Architectural drawing including electrical, Structural drawings, etc.	D+120 days	30%
5	Submission of Bid Documents i.e., Request for Proposal (RFP), Project Information Memorandum (PIM) & Draft Agreement.	D+135 days	10%
6	Submission of Bid Evaluation Report	D+180 days	10%

Schedule B Draft Agreement for appointment of consultant

Draft Consultant Agreement

AGREEMENT FOR SELECTION OF CONSULTANT FOR PREPARATION OF FEASIBILITY STUDY REPORT, PRELIMINARY PROJECT DESIGN AND DETAILED PROJECT REPORT FOR BAMBOO VALUE CHAIN PROJECT IN NAGALAND

THIS AGREEMENT ("Consultancy Agreement") is made on the ___ this day of _____ 2024 at Nagaland.

BETWEEN

Nagaland Bamboo Development Agency, Government of Nagaland (herein after referred to as the "**Authority**" or the "**First Party**" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of one part

AND

----- Firm having its registered office at ----- (hereinafter referred to as the "consultant" or the Second Party") which expression shall, unless it be repugnant or meaning thereof, include its administer, successors and permitted assigns) of the Other part

The above-mentioned parties of the FIRST and SECOND part, are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS

- A. The Authority vide its Request for Proposal No _____ dated _____ for appointment of Consultant (herein after called the "**Consultancy**") PREPARATION OF FEASIBILITY STUDY REPORT, PRELIMINARY PROJECT DESIGN AND DETAILED PROJECT REPORT FOR BAMBOO VALUE CHAIN PROJECT IN NAGALAND had invited Bid/Proposal for the Project. (Herein after called the "**Project**").
- B. The Consultant submitted its proposal for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant also agreed to provide the services to the Authority on the terms and Conditions as set forth in the RFP and this Agreement; and
- C. The authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated _____ (the "LOA"); and
- D. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (As in the Schedule A, herein after referred to as "**the Services**") and to perform, fulfil, comply with and observe all and singular provision, conditions and requirements of this Agreement by deploying dedication personnel with specified qualification, experience and skill sets.
- E. In consideration thereof, the Authority will pay to the consultant the fee (hereinafter referred to as "the Fee" as in Appendix G and will perform fulfil, comply with and observe all singular provision.
- F. In pursuance of the LOA, the Parties have agreed to enter into this Agreement.

CONDITIONS OF CONTRACT

1. General

1.1 Definitions and interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them: (a) **"Agreement"** means this Agreement, together with all the Appendix;

(b) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

(c) **"Dispute"** shall have the meaning set forth in Clause 11;

(d) **"Effective Date"** means the date on which LOA comes into force and effect pursuant to Clause 2.1:

(e) **"Government"** means the Government of Nagaland

(f) **"INR, Re. or Rs."** means Indian Rupees:

(g) **"Party"** means the Authority or the Consultant, as the case may be, and Parties means both of them;

(h) **"Personnel"** means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof.

(i) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted:

(j) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;

(k) **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant

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

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

(a) Agreement,

(b) Appendix of Agreement.

(c) RFP; and

(d) Letter of Award

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between the Authority and the Consultant. The Consultant subject to this Agreement, should have complete charge of personnel performing the Services and the

Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

1.3 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts in Nagaland shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.4 Language

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

1.5 Notices

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

(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.7 or to such other person as the Consultant may from time to time designate by notice to the Authority, provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority

(b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.7 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due air mail or by courier, and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery, provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.6 Location

1.6.1 The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP.

1.6.2 The Authority may require the respective key personnel to spend the required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

1.7 Authorised Representatives

1.7.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.7.

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

Tel:

Mobile:

E-mail:

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

Tel:

Mobile:

E-mail:

1.8 Taxes and duties

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

2. Commencement, Completion and Termination of Agreement

2.1 Effectiveness of Agreement

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

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the effective date, unless otherwise agreed by the Parties

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) months' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.8 hereof, this Agreement shall, unless extended by mutual consent, expire upon the expiry of 6 months from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Appendix together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by e Parts and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn;

provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, pandemic or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

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

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

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

2.7.5 Payments

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

2.7.6 Consultation

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

2.8 Termination of the Agreement

2.8.1 By the Authority:

The Authority may by giving 30 (thirty) days written notice of termination to the Consultant: may terminate this Agreement after occurrence of any of events specified below.

- i. The performance of consultant is unsatisfactory according to the Authority:
- ii. The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary
- iii. The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11 hereof.
- iv. As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- v. The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.8.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.2. terminate this Agreement it

- (i) The Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 11 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue
- (ii) The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultants notice specifying such breach,
- (iii) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (iv) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 11 hereof.

2.8.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (1) such rights and obligations as may have accrued on the date of termination of expiration, or which expressly survives such Termination, and any right or remedy which a Party may have under this Agreement or the Applicable Laws

2.8.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 4 hereto for Services satisfactorily performed prior to the date of termination,
- (ii) reimbursable expenditures pursuant to Clause 4 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to Sub-clauses through (i) of Clause 2.8.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.8.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. DURATION OF THE AGREEMENT

The duration of the project support consultancy agreement shall be 06 months initially which may be extended for a further period based on mutual discussions and agreement by the end of tenure. The fee shall be incremented by 10 (Ten) percent of fees after completion of services, on total fees, provided that the services are continued after satisfactory performance.

4. PAYMENT TO CONSULTANT

4.1 An abstract of the fees payable to the consultant is set forth in Appendix G of the Agreement.

4.2 Currency of payment

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

4.3 Mode of Payment

The Authority shall make payment to the Consultant within 15 (Fifteen) days from the date of receipt of the invoice by the Authority, complete in all respect (the "Due Date"). The fees shall be inclusive of all expenses of the personnel deployed and profit. It shall also be inclusive of all taxes, surcharges except the Goods & Service tax, which shall be paid separately by the Authority. The Authority shall pay an interest on the outstanding amount @18% p.a. for number of days delay in payment beyond due date.

- 4.3.1 The expenses on account of travel, as per instruction of the Authority to the Consultant team members, the cost of travel, local conveyance, lodging in the host city and out of pocket expenses shall be paid by the Authority. The eligibility for the travel for the deployed personnel would be economy class airfare or AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation and commuting expenses as admissible to Class / Officer of the State Government. The Authority would provide in advance suitable amounts to the staff to undertake the travel and see the advances on submission of bills by the Consultant personnel.
- 4.3.2 The Authority may request visit of any other official of the Consultant's organization for any expert advice and discussion. For such instances, cost of travel from the location of such official to Nagaland, cost of local conveyance in Nagaland, cost of food, accommodation and out of pocket expenses shall be paid by the Authority, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the CONSULTANT in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.
- 4.3.3 The Goods & Service Tax, Cess, surcharge levied on such services shall be payable extra by the Authority at the then prevailing rate on every payment made to the Consultant against invoice, including those for paying the travel cost of any personnel of the Consultant's organization.
- 4.3.4 All payments shall be subject to deduction of taxes at source as per Applicable Laws.

5. PERFORMANCE SECURITY

An amount of 1% (One percent) shall be deducted from each payment made to the Consultant and retained as performance security (the "Performance Security"). The Performance Security shall be returned without any interest on termination of this Agreement after deducting the dues, penalty, if any. The retained amount shall be refunded only after deducting the dues, penalty, if any

6. CONSULTANT'S PERSONNEL

6.1 General

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

6.2 Resources for Project Coordination

The Consultant shall deploy resources for Project coordination in Nagaland within Effective Date.

6.3 Approval of resources for project coordination

The Consultant will share with Department the details of resources deployed for project coordination for approval

6.4 Substitution of Key Experts

6.4.1 The Authority expects all the Key Experts specified in the Appendix E to be available during implementation of the Agreement as per the man-months specified. The Authority will consider any substitution of Key Expert under circumstances beyond the control of the Consultant and the concerned Key Personnel.

6.4.2 In the event the Authority is not satisfied with performance of any of the resources working on the project, the Authority shall write to the Consultant to substitute such resources within 90 (ninety) days with resources, acceptable to the Authority with equal or better qualification and experience.

6.5 Working hours, Leaves etc.

6.5.1 The holidays, working hours and the timings for working days for Consultant's resources deployed in Nagaland shall be in accordance with those prevailing in the Authority.

6.5.2 In the event the requirement of additional resources in Nagaland for project coordination activity the Consultant shall communicate the same to the Agency in writing for approval.

7 Responsibilities and Obligations of the Consultant.

7.1 General

7.1.1 Standards of Performance

The Consultant shall:

(i) provide the Services as set out in Schedule A.

(ii) exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature.

(iii) be bound to comply with any written direction of the Authority to vary the scope sequence or timing of the Services; and

(iv) use all reasonable efforts to inform itself of Authority's requirements for the Deliverables for which purpose the Consultant shall consult the Authority throughout the performance of the Services.

7.1.2 Applicable Laws

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

7.2 Confidentiality and Publicity

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables/milestones submitted to the Authority or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of the Authority.

7.3 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the actions, which are contrary to the submission of proposal or RFP document.

7.4 Reporting obligations

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

7.5 Materials/ Reports furnished by the Authority

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

8 Obligations of the Authority

8.1 Access to documents/information/reports

The Authority shall provide to the Consultant documents/information/ reports as may be required by the Consultant to enable it to provide the Services. The Authority undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information, by procuring, in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the Authority.

8.2 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to Goods and Service tax (GST) which increases or decreases the cost incurred by the Consultant in performing the Services, then the amount payable to the Consultant under this Agreement shall be increased or decreased accordingly.

8.3 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 4 of this Agreement.

9 Other Conditions

9.1 In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution such expert within 15 (fifteen) days from the date of receipt of such communication with the necessary documents from the Authority.

9.2 The Authority may request review / comments of any expert of the Consultant's organization on any document prepared by the Consultant. The Consultant shall arrange to submit such contribution of such expert within 15 (fifteen) days from the date of receipt of such communication with the necessary documents from the Authority. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.

9.3 In the event the Authority desires that the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties,

- 9.4** All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with the Authority unless otherwise agreed, between the Authority and the Consultant. The Authority as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 9.5** Unless otherwise agreed, the Authority shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.
- 9.6** Limitation of Liability: The liability of the consultant shall be limited to value of the contract.

10 Compliance with Laws

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

11 Dispute Resolution

11.1 Amicable Resolution

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

11.2 Arbitration

(a) Procedure

Any Dispute which is not resolved amicably within 30 days, the same shall be finally decided by reference to arbitration. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected.

(b) Place of Arbitration

The place of arbitration shall ordinarily be Nagaland but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions. any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Enforcement of Award

The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 11.2 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

(e) Performance during Dispute Resolution

All rights and obligations of parties shall remain in force and effect until award in any arbitration proceedings hereunder.

12 SEVERABILITY

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

13 WAIVERS

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement,
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party, and
- (iii) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

14 TRANSFER OF ASSIGNMENT

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

15 VARIATIONS

The Authority may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Authority:

Consultant:

(Signature)

(Signature)

(Name)

(Name)

(Address)

(Address)

(Designation)

(Designation)

In the presence of.

- 1.
- 2.