



**Department of
Industries & Commerce**
Government of Nagaland

REQUEST FOR PROPOSAL (RFP)

**Selection of Project Implementation and Management Unit for “Planning,
Execution, and Implementation of Common Facility Centre**

Tender Ref. No. [NIT NO. BD/CFC-EMC/128/24/1]

Dated: 17th May 2025



**Issued by
NAGALAND INDUSTRIAL DEVELOPMENT
CORPORATION**



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Submission of proposal under RFP mode doesn't guarantee evaluation or allocation of work. Under no circumstances will NIDC be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly by application or non – application to this RFP.

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1 INVITATION FOR BID

1.1 Issuer

Nagaland Industrial Development Corporation hereinafter referred to as NIDC invites response to this Request for Proposal (RFP) document from the interested and eligible bidders to engage as Project Implementation and Management Unit (PIMU) for submission of their technical and commercial proposals for “Planning, Execution, and Implementation of Common Facility Center under the EMC 2.0 scheme of MeitY” in accordance with the conditions and manner prescribed in this RFP document through tender process at <https://www.nagaind.com>

Any proposal received by NIDC after the deadline for submission of proposals as mentioned in section 1.3 ‘Bidding Data Sheet’ of the document shall be summarily rejected and returned unopened to the bidder(s). No further correspondence whatsoever on the subject shall be entertained.

1.2 About the RFP Document

- a. This RFP provides information regarding the Project, Scope of Work, Technical requirements, and other related information to the bidder(s).
- b. As should be clear from the Section 4 ‘Scope of Work’ of this RFP, NIDC expects more than a standard proposal in response to this Request for Proposal. NIDC seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and promotional information used in other transactions.
- c. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

1.3 Bidding Data Sheet

RQUEST FOR PROPOSAL (RFP)

NO. BD/CFC-EMC/128/24/1

Dated: 17/05/2025

Nagaland Industrial Development Corporation (NIDC) Ltd. is a Government of Nagaland undertaking) invites Tender for selection of a consulting Agency to engage as Project Implementation and Management Unit (PIMU) for submission of their technical and commercial proposals for “Planning, Execution, and Implementation of Common Facility Center under the EMC 2.0 scheme of MeitY” in the State of Nagaland. Interested firm/ company may submit their Tender via hard copy at Nagaland Industrial Development Corporation Limited, IDC House, DIMAPUR - 797 112 (NAGALAND) and email at nidcnagaind@gmail.com. Financial bid must be submitted separately through a password protected file through email only in PDF format. Technical proposal should be submitted in both soft and hard copy.

Sl. No.	Particulars	Details			
1.	Tender No.	NO. BD/CFC-EMC/128/24/1 Dated: 17/05/2025			
2.	RFP Name	Selection of Project Implementation and Management Unit for Planning, Execution, and Implementation of Common Facility Cente			
		Start Date		End Date	
3.	Tender Release	17/05/2025	11.00 AM	24/05/2025	05.00 PM
4.	Tender download, preparation & submission date	17/05/2025	11.00 AM	24/05/2025	05.00 PM
5.	Last date for submitting of Queries to NIDC through email.	17/05/2025	11.00 AM	19/05/2025	05.00 PM
6.	Revert to Queries by NIDC	By 20 th May 2025			
7.	Queries may be mailed to.	nidcnagaind@gmail.com			
8.	Opening of Technical Bids and Technical Presentation by bidders	26 th May 2025 at 11.00 AM			
9.	Date of opening of financial proposal	28 th May 2025 at 3.30 PM			
10.	Address of Tendering authority	Nagaland Industrial Development Corporation Limited, IDC House, DIMAPUR - 797 112 (NAGALAND)			
11.	Assignment duration	24 months			
12.	Bid application fee (Non – refundable) payment mode needs to be described.	INR 10,000 (Rupees Ten thousand only) to be paid through DD in Favor of Managing Director, Nagaland Industrial Development Corporation Limited. Hard Copy must be submitted along with the technical proposal.			
13.	Bid security/ earnest money deposit.	INR 1,00,000 (Rupees One Lakh only) to be paid through DD in Favor of Managing Director, Nagaland Industrial Development Corporation Limited. Hard Copy must submit along with the technical proposal. <i>(EMD of successful bidder shall be returned after submission of PBG; For unsuccessful bidders, EMD shall be returned after the selection of successful bidder). (EMD Exemption terms to be added)</i>			
14.	Security deposit as performance Bank Guarantee.	1% (One percent) of the total value of the contract in the form of Bank Guarantee.			
15.	Bid validity	30 days			
16.	Selection process	QCBS with quality to cost ratio 70:30			

1.4 Earnest Money Deposit

- a. Bidders shall submit, along with their bids, EMD for an amount of INR One Lakh (INR 1,00,000 only) to be paid through Demand Draft.
- b. The EMD of all unsuccessful bidders would be refunded by NIDC within 10 days from the award of contract to the successful bidder.
- c. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee (PBG) or can be adjusted with Performance Bank Guarantee, if requested by the successful bidder.
- d. The EMD amount shall attract no interest whatsoever and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- f. The EMD may be forfeited:
 - i. If a bidder withdraws the bid during the period of bid validity.
 - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

1.5 Procurement and Cost RFP Document

Interested Bidders may obtain complete set of RFP documents online at - <https://www.nagaind.com/>

A non-refundable RFP Document Fee or Bid Fee of INR 10,000/- (INR Ten Thousand only) shall be applicable. This fee shall be paid through Demand Draft.

2 INSTRUCTION TO BIDDERS

2.1 Procedure of Submission of Bids

The Proposal has to be submitted in online mode via email (Technical and Financial) and offline mode (Technical Only) containing following cover stage-

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from <https://www.nagaind.com/>. The RFP will be available to download from the above website from 17.05.2025 to 24.05.2025. The last date for submitting of proposal/bid will be 24.05.2025 till 5.00 PM. Technical Bid will be opened on 26.05.2025 at 11.00 AM. Please refer RFP document for complete details.

The undersigned reserves the right to issue addendum/corrigendum/modification or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned or NIDC for the same.

1. A Two (2) envelope system shall be followed for the bid. The bids submitted, shall comprise of the following:
 - **Envelope A:** Technical Bid (to be sent via hard copy and soft copy)
 - **Envelope B:** Financial Bid (to be sent via email only in PDF format, protected by password). Any party submitting hard copy of the financial bid shall be summarily disqualified.

The Bid shall include the following documents:

S. No.	Document Type	Document Format
1.	Bid Fee	DD in favor of Managing Director, NIDC payable at Dimapur from any of the nationalized scheduled commercial bank should be submitted along with the Technical Bid

2.	EMD	Bank Guarantee in favor of Managing Director, NIDC payable at Dimapur from any of the nationalized scheduled commercial bank should be submitted along with the Technical Bid.
3.	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in this document and formats provided in this tender document
4.	Financial Bid	The Financial Bid shall be prepared in accordance with the requirements specified in the format prescribed in this tender document.

2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc. as per the formats given in the RFP document. The bidders shall share the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents via hard copy and soft copy for technical bid and soft copy in password protected pdf for Financial bid. The bidder shall sign on the supporting statements, documents, certificates, shared by them, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
3. NIDC shall not receive any late proposal i.e. proposal reaching after submission date for reason whatsoever and shall return the same to the bidder.
4. The bidder(s) should note that the bids will be evaluated on the basis of documents referenced against evaluation criteria of the pre-qualification, annexures, technical bid, financial bid and compliance to technical specification only.
5. NIDC will not accept the delivery of the bids and any other supporting documents, in any manner, other than that specified in this tender document. Any bid delivered in any other manner shall be treated as defective, invalid and rejected.
6. It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the NIDC reserves the right to reject the bid.
7. The tender opening will be done at the office of NIDC. Any Corrigendum/Addendum or date extension notice will be given on the NIDC website.

2.2 Bidder Qualification

- a. The "Bidder" as used in the RFP shall mean the one who has signed the Bid Forms, which are part of Technical and Financial bids. The bidder may be either the Principal Officer or his duly Authorized Representative, in either case he/she shall submit a Certificate of Authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the authorized representative or the Principal Officer.
- b. It is further clarified that the individual signing the RFP or other documents in connection with the bid must certify whether he/she signs as the Constituted Attorney of the Company.
- c. The authorization shall be indicated by Authority accompanying the Qualification Bid.
- d. The bidder should be a profitable entity for the last three financial years.
- e. The bidder should have successfully completed/executed at-least one similar scope of work as part of the pre-qualification criteria for this RFP.

2.3 Instructions for Technical Bid Preparation

- a. The bidder must address their project execution strategy in detail in line with section 4.3 'Implementation Schedule' mentioned in this RFP.
- b. The Technical Bid should contain a detailed description of how the bidder will conduct required services as outlined in this RFP. It should articulate in detail, as to how the bidder's proposed solution meets the requirements specified in the RFP.
- c. The Technical Bid shall not contain any pricing information.
- d. Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. NIDC will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- e. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are considered undesirable and may be construed as an indication of the bidder's lack of cost consciousness. NIDC's interest is in the quality and responsiveness of the proposal.
- f. **Manpower deployment:** Selected bidder must deploy personnel with requisite qualification and sufficient experience as per the scope mentioned under this RFP.

2.4 Instructions for Financial Bid Preparation

- a. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial bid.
- b. Prices shall be quoted entirely in Indian National Rupees (INR).
- c. No adjustment of the contract price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.
- d. The price should be quoted inclusive of all taxes, duties, and charges and levies as applicable.
- e. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project.
- f. Discount, if any, must be merged with the quoted prices and not indicated separately. Any discount offered separately shall not be taken into account for evaluation purpose.

2.5 Manpower Deployment

Selected bidder must deploy personnel with requisite qualification and sufficient experience. Manpower details shall be as follows –

- Project Director – 1 (off-site)
- Project Manager – 2 (1- Off – site; 1 – On - site)
- Project Associate – 1 (On - site)
- Site In Charge/ Supervisor – 1 (On - site)

Off – Site: Shall be stationed at Delhi/ NCR for project Interactions/ Communications/ Co-ordinations, etc.at MeitY.

On – Site: Shall be stationed at project site for daily day-to-day works.

The resources shall be placed on-site for a period of minimum 24 months. In case the Project implementation gets extended beyond 24 months, the deployment of resources at site for Project Supervision and Monitoring works shall be extended, in consultation between PIMU and NIDC, at the same cost being remitted to PIMU team on monthly basis under this head given in the RFP.

3 OPENING OF BIDS, EVALUATION AND AWARD OF CONTRACT

3.1 Opening of Bids

The bid shall be opened in through online/ offline mode (shall be communicated) in the presence of bidder(s) representatives (max. two) at bid opening sessions on the specified date, time and address as mentioned in 'Bidding Data Sheet'.

3.2 Bid Evaluation Criteria

a. Preliminary Examination

The Evaluation Committee duly appointed by NIDC shall see the following:

- a. The bids are marked as required in the RFP, i.e. Technical and Financial Bids are enclosed in separate enveloped and marked as given in the RFP. (Financial Bid in password protected PDF only)
- b. The demand draft for bid fee as indicated in the RFP has been provided.
- c. The demand draft towards requisite EMD has been provided.
- d. Committee will examine the Technical Bids to determine whether they are complete, whether the Bid format conforms to the Bid Document requirements, whether the documents have been properly signed, and whether the Bids are generally in order.

Committee may waive any informality or nonconformity or irregularity in a bid which does not constitute a material deviation according to Committee, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

b. Evaluation Methodology

- i. The Evaluation Methodology proposed to be adopted by the Committee will be Quality cum Cost Based Selection (QCBS) method.
- ii. Technical and Commercial bid will get weightages as under:

Sl. No.	Proposal	Technical bid score weightage	Commercial bid score weightage
I.	Selection of "PIMU for Planning, Execution, and Implementation of Common Facility Centre"	70%	30%

- iii. The bid that obtains the highest Total Score (TS) value will be rated as the Best Evaluated Bid.

c. Clarification

- i. When deemed necessary, during the Bid Evaluation process, NIDC may seek clarifications or ask the bidders to make presentation on any aspect(s) from any or all the bidders. However, that would not entitle the bidder(s) to change or cause any change in the substance of the bid submitted or price quoted.
- ii. The Financial Bids of disqualified bidders will be returned unopened.
- iii. Conditional bids will be rejected.

d. Evaluation Process

The evaluation process shall comprise of the following stages:

- i. **Stage 1: Technical Evaluation** comprising of Paper Based Evaluation and Presentation Evaluation
- ii. **Stage 2: Financial Evaluation**
- iii. **Stage 3: QCBS Evaluation**

The details of evaluation procedure, under each of the above mentioned 3 stages, are given below:

Stage 1: Technical Evaluation

- Bidders who meet the minimum qualification criteria defined in Qualification Checklist, as per information in this RFP, will be qualified and eligible for further bid evaluation.
- NIDC will evaluate qualified bidders on the basis of the Technical Bid submitted by them. Technical Presentation by the qualified bidders is requested to be proposed in the Technical Bid Evaluation. The objective of this step is to give bidders the opportunity to demonstrate their capabilities of proposed services/products to prove the idea and feasibility as envisioned in the RFP.
- The bidders who achieve the cumulative Technical Score of 50 shall be qualified as Technically Qualified Bidders (TQB) and subsequently only their financial bids shall be opened for final evaluation.

Stage 2: Financial Evaluation of Bids

The financial bids of only the Technically Qualified Bidders of **Stage 1** shall be opened and considered for further evaluation.

Stage 2: QCBS Evaluation

The technical and commercial scores of the shortlisted bidders shall be taken into consideration for the QCBS Evaluation.

3.3 Opening of Financial Bids

The Financial Bids of only Technically Qualified Bidders will be opened by the Committee appointed by NIDC in the presence of bidder's representatives (max. two) who choose to attend the Financial Bid opening on date and time to be communicated to all the Technically Qualified Bidders through online/ offline mode. The bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder, bid prices etc. shall be announced at the meeting.

3.4 Evaluation of Financial Bids

- i. It is mandatory for the bidder to submit total quoted price inclusive of all tax, duties, charges and levies, as applicable, for the services duly filled in the format provided in format as given in this RFP document.
- ii. The Financial Bids shall be evaluated by NIDC for completeness and accuracy. Arithmetical errors will be rectified on the following basis.
 - I. If there is a discrepancy between words and figures the amount in words shall prevail.
- iii. Based on the Evaluation Criteria mentioned in the following clause, a Financial Bid Score (S_F) in percentage shall be assigned to each Bid.
- iv. Financial Bid Score (S_F) in percentage for each bid shall be computed as follows: $S_F = 100\% \times (FL / F)$; Where:
 - F is the Total Bid Price quoted in the bid under consideration
 - FL is the value of lowest Commercial Bid

3.5 QCBS Evaluation

- i. As stated above, the Evaluation Methodology proposed to be adopted by NIDC will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 70% (denoted by T) and Commercial Bid Score a weightage of 30% (denoted by F).
- ii. Description of variables used:
 - S_T is the Technical Score for each Bid as calculated out of 100%
 - S_F is Total Commercial Score (normalized) for each Bid
- iii. Bids will be ranked according to their combined Technical Score S_T and Financial Score S_F using the weights (T = the weight given to the Technical Bid; F = the weight given to the Financial Bid; T + F = 100%):
- iv. **Total Score (T_S)** for each Bid shall be computed as follows:

$$T_S = S_T \times T\% + S_F \times F\%$$

The Bid, that obtains the highest Total Score (T_s) value, will be rated as the Best Evaluated Bid.

3.6 Post Qualification and Award Criteria

- i. The Best Evaluated Bidder according to QCBS evaluation will be considered first for award of contract by NIDC. The firm achieving the highest Total Score (SF) will be invited for award of work.
- ii. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in that event, NIDC will proceed to the next Best Evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

3.7 Notification of Award

a. Notification to Bidder

Prior to the expiry of the Bid validity period, NIDC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by Letter of Intent (LOI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

b. Discharge of Bid Security

Prior to signing of the Agreement, NIDC shall promptly request the Selected Bidder to provide Performance Guarantee pursuant to this RFP. On receipt of the Performance Guarantee, the Bid security of all unsuccessful Bidders will be released. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.

c. Signing of Agreement

The selected Bidder shall enter into agreement with NIDC by signing a contract, incorporating all the terms and conditions, deliverables, responsibilities, payment schedules, project schedule etc.

4 SCOPE OF WORK

The Bidder will support NIDC in planning, development, and operations of the proposed CFC. The role of The Bidder encompasses both advisory and technical consultancy, providing comprehensive support throughout the project lifecycle. The Bidder would act as "Project Implementation and Management Unit (PIMU)" to assist NIDC in development and implementation of the 'Project' and shall, inter alia, provide the following services –

Key Responsibilities and Services –

1. **Project Planning and Detailed Project Report (DPR) Preparation:** Support in project planning, and prepare DPR in accordance with EMC 2.0 guidelines of Ministry of Electronics and Information Technology (MeitY), Govt. of India.
2. **Design Engineering Services:** Prepare Architectural designs and layouts for building construction
3. **Govt. Support Services:** Assist in filing detailed application, preparation of all documents and submission, follow-up meetings, approval of project, filing periodic progress reports and release of grant-in-aid.
4. **Statutory Licenses and Clearances Services:** Provide technical assistance and documentation support to NIDC in for obtaining necessary statutory approvals for project like CTE, Fire Approval etc.
5. **RFP/ Tender/ Bid Management:** Assist the department with preparation of RFP/ tender/ bid for selection of vendors, facilitate in the bidding process, including obtaining bids and scrutinizing the designs submitted by bidders and getting on-board the selected party.
6. **Project Supervision and Monitoring:** Monitor and supervise the project, based on each project component being implemented by selected vendors, till completion.
7. **Marketing and Operation Support:** Assist in awareness/ road shows and promotions of CFC and identifying an operating partner for operations of CFC.

4.1 Project Planning and Detailed Project Report (DPR) Preparation

The Bidder shall guide NIDC on preparing a broad level project plan and roadmap of various activities needed for project execution. The project plan will help NIDC in determining the project capital expenditure plan, fund infusion pattern, technology requirements, location and infrastructural facilities, project implementation schedule and financial projections.

It will study the trends of electronics sector with special emphasis on the investment scenario in the sector and submit a detailed DPR thereof.

1. The components of DPR will broadly cover –
 - a. **Sector Analysis and Baseline setting of the Project**
This includes macroeconomic analysis of the Electronics sector in India along with its application sectors, including aspects related to the prevailing demand, growth drivers, existing challenges, and opportunities for the sector along with mapping the industry attractiveness. It also includes collection of additional information from NIDC required for structuring the Project.
 - b. **Promoters Profile & Company Structure**
It covers the information of business profile of the Company setting up the project and its organization structure.
 - c. **Developing the CFC Ecosystem**
It is envisioned to build the electronics manufacturing ecosystem in a structured manner. The requisite project components and facilities required will be identified in consultation with NIDC
 - d. **Market Study and Demand Assessment**
This includes macroeconomic analysis of the sector along with assessing the prevailing demand, growth drivers, existing challenges, and opportunities for the sector along with mapping the industry attractiveness.
 - e. **Detailed Site Assessment and Masterplan preparation**
An overall assessment of land including its location, connectivity, location advantages etc. will be covered. Broad level masterplan along with relevant BOQs would also be prepared.
 - f. **Technical Assessment**
This covers a broad assessment of civil work, plant and machinery and utilities proposed in the project. It will also cover a brief on manufacturing process and overall material flow (input output norms). The Company is required to provide necessary details for this section.
 - g. **Project Cost Estimation and Commercial Viability Analysis**
A detailed Financial Analysis shall be undertaken to assess the viability of the Project. The same shall cover the following –
 - Estimate of project cost and means of finance
 - Estimation of project revenues
 - Estimation of operating expenses
 - Preparation of Depreciation schedules
 - Calculation of Term loan Interest and repayment schedules if any
 - Financial Statement forecast for 10-year period viz. P&L statement, Cash Flow statement, Balance Sheet (both with & without Grant)
 - Assessing financial viability for a 10-year period using financial ratios viz. IRR, NPV, DSCR, Pay Back period, BEP (both with & without Grant)
 - Sensitivity analysis of major factors affecting project viability (both with & without Grant)
 - h. **Risk Analysis & Mitigation Framework**
Key risks associated with the project during its implementation and operation phase and the mitigation measures there-of will be carried out.
 - i. **Economic Benefits of the Project**
Economic benefits of the project in terms of product capacity addition, investments, employment generation, skill upgradation, revenue generation etc. will be covered in consultation with NIDC.
 - j. **Project Implementation Schedule**

Implementation schedule of the project with detailed list of activities and timelines shall be prepared in consultation with the Company.

4.2 Design Engineering Services

The Bidder shall assist NIDC in preparation of all architectural designs, layout plans, etc. as per norms and as per the machinery specifications.

- i. Preparation of master plan, layout plans for the project.
- ii. Getting the survey and soil exploration reports.
- iii. Prepare approval drawings for relevant components of buildings and structures considering applicable byelaws.
- iv. Exhibit in architectural concept drawings, plan, elevations, section and relevant details of all buildings and structures with exterior elements such as doors, windows, and facades
- v. Prepare concept master plan comprising of roads, water holding/ collection tank, water lines, drains, streetlights, earth pits, utilities, and landscape considering margins and offset as per applicable byelaws.
- vi. Preparation of final detailed drawings for work execution at site.
- vii. Preparation of cost estimates of various infrastructure and other facilities, estimation of BoQs.
- viii. Develop the architectural and concept design drawings and submit to NIDC and competent authorities for review.
- ix. Post approval of NIDC, submit drawings to relevant authorities (including electrical, fire water, sewage, and drainage) for review.
- x. Cooperate with relevant approval authorities and participate in consultation meetings to obtain the approval.
- xi. Assist and seek attestation of drawings by Chartered Engineer/ Town planner wherever needed by approval authorities.
- xii. Provide technical assistance for speedy approvals from respective authorities.

4.3 Government Support Services

The Bidder shall assist in preparing relevant documentation required by MeitY, GoI, provide requisite coordination support during interactions and site visits (if needed) by MeitY, and support in getting approval of project. To achieve these objectives, The Bidder shall –

- i. Assist in completing full documentation and filing of application to MeitY
- ii. Accompany the representatives of the company and assist them in making presentations before MeitY for seeking approval for the project for financial assistance.
- iii. Coordinate with MeitY officials in getting Project Approval under EMC 2.0 scheme of MeitY.
- iv. Assist in completing various formalities involved post issue of Approval of Project by MeitY
- v. Provide regular and timely guidance to NIDC in ensuring compliance towards EMC 2.0 guidelines.
- vi. Prepare and file the periodic progress reports with MeitY
- vii. Ensure timely compliance of terms and conditions of PFMS portal and regular updation of project progress in EAT module of Ministry of Finance, Govt. of India.
- viii. Attend to regular clarifications, discussions, presentations, meetings etc. related to the EMC project with MeitY.
- ix. Preparing & Filing of all documents to MeitY required for periodic receipt of grant-in-aid

- x. Coordinate with MeitY for getting the grant-in-aid released to NIDC.

4.4 Statutory Licenses and Clearances Services

The Bidder shall support NIDC for the clearances of Statutory licenses and approvals. Accordingly, The Bidder shall –

- i. Provide technical assistance and documentation support to NIDC for explaining technical requirements of the project to central and state government/ other agencies regarding the necessary external infrastructure related to power, water, and approach roads.
- ii. Provide technical assistance and documentation support to NIDC in meetings/ interactions with central and state government/ other agencies for obtaining necessary external infrastructure related to power, water, and approach roads.
- iii. Provide technical assistance and documentation support to NIDC for obtaining all necessary statutory approvals/ clearances which are pre- requisite to commencement of the project. (eg. clearances from pollution control board, supply of water/ power etc.)

4.5 RFP Preparation and Bid Management

The Bidder will advise NIDC to evolve procurement strategy suited specifically to the Project for anchoring the Project on a sound footing, and to this effect, provide the following services –

- i. Evolve procedures and programs specific to the Project for the successful procurement of each work package
- ii. Assist in preparation of detailed Scope of Services for various civil, mechanical, and electrical works for the project.
- iii. Support NIDC in inviting quotations/ proposals/ bids/ tenders from different suppliers, both for civil and P & M identified for the project.
- iv. Perform bid evaluations and prepare a bid evaluation report for the appointment of third-party, ensuring a transparent and effective selection process.
- v. Assist NIDC in undertaking final negotiations if needed and select vendor for relevant contract
- vi. Issue Letter of Intent (LOI) and Work Agreement on behalf of NIDC to selected vendor for completing the contract activity.

4.6 Project Supervision

The Bidder shall undertake the responsibility for project supervision aspects including managing the interface between the third parties. For this The Bidder will provide following services –

i. Site Management Services –

- a. Undertake full site supervision including support for night/ holiday/ weekends. Examine contractors' programs.
- b. Ensure adherence to construction plan.
- c. Coordinate systematic handing over of site to contractors for works and management during entire period of project implementation.
- d. Periodic assessment of physical progress vis-à-vis implementation. Schedule and preparation of regular progress reports.
- e. Arrange site meetings between various stakeholders to ensure smooth implementation.

Under this service, The Bidder will depute its resources at the NIDC Office/ Project site for supervising the works and managing the entire Project. The Bidder plans to have the following well qualified and skilled resources for this purpose –

- Project Manager – 1nos.
- Project Associate – 1nos.

- Site In-charge – 1nos.

Also, The Bidder will have the following 2 resources to manage the Project from our corporate office for the purpose of coordination with MeitY and other Central Government Departments as and when required –

- Project Director – 1nos.
- Project Manager – 1nos.

ii. **Risk & Safety Management Services –**

The Bidder would support NIDC in establishing risk and safety measures to ensure that risks are duly mitigated and all safety measures are in place. For this, The Bidder shall –

- Identify risks pertaining to financial uncertainty vis-à-vis fund flow and cost over-runs and suggest mitigation measures.
- Identify risks pertaining to regulatory uncertainty vis-à-vis government bye-laws and suggest mitigation measures.
- Support NIDC in contingency plans in the event of accidents and/ or natural disasters.
- Support NIDC in ensuring safety of workers as per ISO 45001 standards.

iii. **Quality & Cost Management Services –**

The Bidder would support NIDC to establish a comprehensive quality and cost control structure and a robust reporting mechanism to ensure maximum value for money and security of cost using proven in-house systems, thereby assisting NIDC to successfully complete the project within the defined budgetary parameters. For this The Bidder will undertake to –

Prepare cost estimates for all aspects of the project.

Set up cost control procedures and clear reporting structures.

- Undertake timely scrutiny of bills and represent to NIDC accordingly.
- Finalize cost of extra items, which have been necessitated due to NIDC's requirements or technical reasons (it is clearly understood by the parties that the extra items will be kept to the minimum and detailed justification will be given before making recommendations to NIDC to, make payments for the same).
- Clearly identify the cash flow requirements for the project.
- Carry out periodical review of the costs incurred/ yet to be incurred
- Format and standardize all documentation required for the project. Ensure safety provisions are complied with. Ensure that construction standards, methods and materials meet the required quality of installation and documentation of testing.

4.7 Marketing and Operations Support

The Bidder will assist NIDC in undertaking promotions and awareness activities for the development and growth of the CFC. The Bidder will also assist NIDC in finding an operating partner if needed (either a local or global company) to run the CFC project. The following approach shall be undertaken –

- The Bidder will design and develop an investment promotion strategy/ program and action plan.
- The Bidder will create a database of domestic and international potential users. An equal mix of small, medium, and large companies across sectors to be included in the database.
- Undertake regular visits to industry/ entrepreneur associations and agencies in Nagaland to generate awareness and promote CFC
- Assist NIDC in undertaking roadshows and promotion activities specifically for the CFC as per NIDC's regular marketing initiatives
- Identify suitable Operating partners if requested by NIDC
- Conduct prima-facie meetings with interested partners if requested by NIDC
- Signing of Lol between NIDC and the Operating partner if requested by NIDC

- viii. Conduct due-diligence of shortlisted Operating partner to assess capability, experience and financial bandwidth to run the CFC, if requested by NIDC
- ix. Coordinate detailed meetings of shortlisted Operating partner with NIDC, if requested by NIDC
- x. Support in selection and preparation of MOU and/ or Agreement to be signed between NIDC and the selected partner.

5 PAYMENT SCHEDULE

Payment for the services shall be linked to the agreed deliverables. The payment will be released as per the following milestones:

S. No.	Payment Milestone	% of total fee of bidder
1	Project Inception Report	1.00%
2	Project Planning and DPR Preparation	
2a	Modification of DPR (as per MeitY's requirement for EMC 2.0)	1.00%
3	Design Engineering Services	
3a	Initial master plan and BOQ preparation	4.00%
3b	GFC drawings after project approval and during project implementation	22.00%
3b(i)	Submission of Conceptual design layout drawings & then final layout (25% of 3b)	
3b(ii)	Release of structure & architecture drawings for the start of site work (35% of 3b)	
3b(iii)	During execution of project in 4 instalments of 10% each, on 25% completion, 50% completion, 75% completion, 100% completion (40% of 3b)	
4	Govt. Support Services	40.00%
4a	Filing of application to MeitY (5% of 4)	
4b	Approval of project by MeitY (5% of 4)	
4c	Release of 1st tranche of Grant-In-Aid (30% of 4)	
4d	Release of 2nd tranche of Grant-In-Aid (30% of 4)	
4e	Release of 3rd tranche of Grant-In-Aid (30% of 4)	
5	RFP/ Tender/ Bid Management	6.00%
5a	Issue of Lol to Civil Contractor (35% of 5)	
5b	Issue of Lol to Electrical/ Utility Contractor (35% of 5)	
5c	Issue of Lol to Plant & Machinery Contractor (30% of 5)	
6	Project Supervision and Monitoring	
6a	Pro-rata Billing for minimum 24 months (for 3 resources as defined above) in equal proportion per month	26.00%
	Total	100.00 %

In the event that the Consultancy is terminated by the Authority prior to its completion, the Consultant shall be entitled to full payment for the deliverables completed by it. In case the project gets extended beyond

6 Eligibility Criteria and Evaluation of Bids

6.1 Pre-Qualification Criteria

Before opening and evaluation of the technical proposals, each bidder will be assessed based on the following pre-qualification criteria. The bidder is required to produce the copies of the required supportive documents / information as part of their technical proposal failing which the proposals will be rejected.

Any kind of Joint Venture / Consortium is not allowed.

S.N.	Particulars	Criteria	Documents Required
1	Legal Entity	Bidder shall mean a Single Entity registered in India under the Companies Act or a partnership firm registered under the Limited Liability Partnership Act.	Certificate of Incorporation
2	Financial	The bidding entity should have a minimum average annual turnover of at least INR 1.00 crore during the last three (3) Financial years as per audited results.	Statutory Auditor Certificate to be attached Or Management Declaration certificate
3	Team Details	The bidding entity should have sector experts with proven track record for handling similar assignments	Self-Declaration on company letter head duly signed by Auth. Signatory
4	Blacklisting	The bidder should not be blacklisted or declared ineligible by any Central/State Government Departments/Agency or any Multilateral agencies such as World Bank, ADB, IFAD, JICA etc. and/or have not been subject to sanctions or debarments under the laws or official regulations of India or not been subject to a debarment recognized under the agreement for Mutual Enforcement of Debarment Decision (or Cross-Debarment Agreement) at the time of bid submission.	Self-Declaration Certificate on company letter head
5	Project Experience	The bidder should have undertaken at least: <ol style="list-style-type: none"> 1. One assignment in North East in IT/ Electronics with a project cost of more than Rs 500 Cr. 2. Worked as Consultant/ Advisor or Working as consultant for any State or Central Agency. 3. Should have experience of executing atleast one project under EMC 1.0 scheme of MeitY and atleast one project under EMC 2.0 scheme of MeitY 	Work Order/ Agreement to be attached

* Necessary supporting documents on fulfilment of eligibility criteria should be attached for authentication along with a signed copy of the RFP document to indicate acceptance of all terms and conditions set forth in the tender. Organizations failing to provide complete information on any of the requirements are liable to be rejected. All project credentials should be in the name of bidding entity. Cross entity project credentials shall not be considered and summarily rejected.

6.2 Evaluation Criteria

- a) The bidder who has complied with all the Pre-Qualification Criteria shall be qualified for technical evaluation; Noncompliance of any one of the criteria by the bidder will be liable for rejection.
- b) The bidders who are shortlisted based upon Pre-Qualification Criteria shall be invited to make a presentation on their solution on a date, time and location notified by the NIDC, at their own cost. The NIDC in its best interest reserves the right to reject/modify the proposed solution.

The purpose of such presentations would be to allow the bidders to present their Approach, Methodology, and plan for the said service before the evaluation committee.

- c) The Bidder shall be required to make a presentation on the following areas.
 - Bidder Introduction
 - Understanding of the current Scope
 - Approach and Methodology
 - Team Details and Resource Planning
 - Timelines planned for the project
 - Details of similar projects undertaken

6.3 Preliminary Scrutiny

- Assessment of the eligibility criteria will be done to determine whether the proposal submitted conforms to all mandatory criteria specified to merit further evaluation.
- Bids not conforming to such preliminary requirements will be prima facie rejected.

6.4 Evaluation of Bid

The Agency shall be selected through a **Quality and Cost Based Selection (QCBS)** process. A three-stage selection process will be adopted in evaluating the Proposals. In the first stage, pre-qualification shall be assessed based on criteria mentioned above. In the second stage, a technical evaluation will be carried out. In the third stage, financial evaluation will be carried out.

Proposals will finally be ranked according to their combined technical and financial scores. The Institution/agency with highest combined technical and financial score shall be selected and the Institution/agency with second highest combined score may be kept in reserve.

- Evaluation of Technical Proposal: Technical Proposal will be evaluated on the basis of parameters mentioned below. 70% of weightage shall be given to the technical proposal and 30% to financial proposal. Only those bidder who's Technical Proposals score 80 marks or more out of 100 marks shall qualify for further consideration.
- Evaluation of Financial Proposal: Financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost excluding taxes given in the Financial Proposal will be considered. The Evaluation Committee will determine whether the Financial Proposals are complete, unqualified and unconditional.

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:

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

Combined Technical & Financial Evaluation: Proposals will finally be ranked according to their combined technical (STx) and financial (SFx) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively. The selected Firm shall be the first ranked consulting agency (having the highest combined score). The second ranked consulting agency may be kept in reserve in case the first ranked firm withdraws or fails to comply with the requirements as the case may be.

6.5 Error and rectification

- if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to above conditions.

6.6 Technical Bid Score Matrix

S.N.	Particulars	Criteria	Max. Marks
1.	At least five years of experience in handling the similar works (CIN and GST to be submitted)	Relevant supporting documents to be submitted	5
2.	The Bidder (including Group Companies) should have minimum average annual turnover of INR 1.00 crores during the last three financial years. (The bidder needs to provide the financial statements in terms of audited Balance Sheet and Profit & Loss account for the last three years as mentioned or a CA Certificate or Management Declaration)	\geq INR 1.50 crores = 10 Marks \geq INR 1.25 crores < 1.50 crores = 08 Marks \geq INR 1.00 crores < 1.25 crores = 04 Marks < INR 1 crores = 00 Marks	10
3.	Experience of handling a large consulting project in IT/ Electronics in North East India of value > Rs 500 Crores in last 5 years	Relevant Work Order/ Agreement to be submitted	10
4.	Experience of undertaking IT/ Electronics projects at Centre/State/Public Sector in India in last 5 years of value > Rs 50 Crores.	Number of Projects: - 5 marks per project upto a maximum of 20 marks for projects outside the state of Nagaland Or 10 marks per project upto a maximum of 20 marks for projects within the state of Nagaland	20
5.	Experience of working/ implementing projects under EMC 1.0/ EMC 2.0 scheme of MeitY as PMU/ PMC.	Number of Projects: - 5 marks per project upto a maximum of 15 marks	15

S.N.	Particulars	Criteria	Max. Marks
6.	Experience of working/ implementing projects of MSMEs/ Large/ Public/ Pvt. Ltd. companies under various PLI schemes/ SPECS/ M-SIPS or other schemes of central/ state govt.	Number of Projects: - 3 marks per project upto a maximum of 15 marks	15
7.	Project Approach and Methodology	A technical Presentation	20
8.	Profile of key team members	Declaration on company letter head representing name, designation, qualification and experience.	5

** All project credentials should in the name of bidding entity. Cross entity project credentials shall not be considered and summarily rejected.*

GENERAL CONDITIONS OF BID

6.7 Bid Currencies

Prices shall be quoted in Indian National Rupees (INR).

6.8 Authentication of Bids

The original and all copies of the Bid shall be typed or written in indelible ink. All copies of the bid shall be signed by the Bidder, or a person or persons duly authorized to bind the Bidder to the Agreement. All pages of the Bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

6.9 Amendment of RFP Document

At any time before the deadline for submission of bids, NIDC may, for any reason, at its own discretion, modify the Bid Document through an amendment notice. Any amendments made into this document shall be communicated by means of notification and shall be published on <https://www.nagaind.com>.

NIDC shall not be responsible if the bidders fail to make note of such amendments. All such amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. NIDC also reserves the rights to amend the dates mentioned in this RFP for bid process.

6.10 Validation of Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

6.11 Cost of Bidding

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by NIDC to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP does not commit NIDC to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of contract for implementation of project.

6.12 Language of Bids

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of NIDC and will not be returned.

6.13 Bid Prices

- a. The bidder shall indicate the price in accordance with format provided in the RFP and same will be used for the purpose of evaluation of bids by NIDC. Quoting disproportionately low cost may lead to rejection of bids at the discretion of NIDC.
- b. The bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by NIDC.

6.14 Bid Validity Period

- a. The proposals shall be valid for a period of 30 days from the date of submission of bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
- b. In exceptional circumstances, at its discretion, NIDC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing/ email.

6.15 Modifications and Withdrawal of Bids

No proposal may be modified/withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. In case the bidder wishes to withdraw the Bid after the date of opening of the bids he may do so, but the EMD of the Bidder shall be forfeited.

6.16 Contacting NIDC

- a. No Bidder shall contact the NIDC on any matter relating to its Bid, from time of opening of bid to the time the work is awarded. If the Bidder wishes to bring additional information to the notice of the RFP Issuing Authority, the same should be done in writing to NIDC. The RFP Issuing Authority reserves the right to decide whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the RFP Issuing Authority in its decision on Bid evaluation, Bid comparison or contract award may result in disqualification of the Bidder's Bid and also forfeiture of his Bid security.

6.17 Sub-contract

The selected consultant shall not be allowed to sub contract their work to any other agency under any circumstances.

6.18 Right to accept any Bid and to reject any or all Bids

NIDC reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for action so taken. In case of single bid, NIDC reserves the right to award the work to a single bidder.

6.19 Expenses for the Agreement

The incidental expenses of execution of Agreement/Contract shall be borne by the successful Bidder.

6.20 Failure to agree with the Terms & Conditions of the RFP/Contract

- a. Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NIDC may forfeit the EMD.
- b. In the event of annulment of the award, NIDC may award the project to the subsequent bidder highest Total Score or call for new bids.

6.21 Performance Bank Guarantee

- a. The successful bidder shall at his own expense may deposit with NIDC, within 15 (fifteen) days after the receipt of notification of Award of the Contract (Letter of Intent) from NIDC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to NIDC, payable on demand, for the due performance and fulfillment of the Agreement by the bidder.
- b. This PBG shall be for an amount equivalent to 1% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid for six months post completion of the Project. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of project final acceptance sign off, the Performance Bank Guarantee may be discharged/ returned by NIDC upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

6.22 Rejection on grounds of malpractices

- a. Bidders may specifically note that while evaluating the proposals, if it comes to NIDC knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the tenders floated by the NIDC.
- b. NIDC will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents or, Vendors and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

For the purposes of this provision, the terms are set forth as follows:

- i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "Obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to NIDC in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

6.23 Concessions permissible under statutes and Income Tax Liability

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible under the statutes including the benefit under Goods and Services Act, 2017, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc.

NIDC will not take any responsibility towards this. However, NIDC may provide necessary assistance, wherever possible, in this regard.

The Bidder and Personnel shall pay such direct and indirect taxes, duties including import duties, fees and other impositions levied under the Applicable Laws in India.

6.24 Force Majeure

6.25 Definition of Force Majeure

The Bidder or NIDC as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

6.26 Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this clause, which:

- a. is beyond the reasonable control of the affected Party;
- b. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- c. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
- d. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- e. may be classified as all or any of the following events:

6.27 Such events include:

- a. Non-Political Events
 - i. Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
 - ii. Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Bidder's use of radiation or radioactivity or biologically contaminating material;
 - iii. Strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Bidder and which affect the timely implementation and continued operation of the Project; or
 - iv. Any event or circumstances of a nature analogous to any of the foregoing.
- b. Political Events
 - i. Change in Law, other than any Change in Law for which relief is provided under this Agreement;
 - ii. Expropriation or compulsory acquisition by Industries & Commerce Department, Nagaland or any of their nominated agencies of any material assets or rights of the Implementing Partner;
 - iii. Unlawful or unauthorised revocation of, or refusal by Industries & Commerce Department, Nagaland or any of their nominated agencies, GoI or any of its agencies to renew or grant any clearance or Required Consents required by the Bidder to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
 - iv. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Bidder in any proceedings for reasons other than failure of the Bidder to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;
 - v. Expropriation or compulsory acquisition by Industries & Commerce Department, Nagaland or any of their nominated agencies of any material assets or rights of the Bidder;

- vi. Unlawful or unauthorized revocation of, or refusal by any authority other than Industries & Commerce Department, Nagaland or any of their nominated agencies to renew or grant any Required Consents required by the Bidder to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a nondiscriminatory basis;
- vii. Any requisition of the Project by any other authority; or
- viii. Any requisition of the Project by Industries & Commerce Department, Nagaland or any of their nominated agencies.
- ix. For the avoidance of doubt, suspension of the Project in accordance with the provisions of this Agreement shall not be considered a requisition for the purposes of Force Majeure event.

c. Other Events

- i. an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Bidder under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

6.28 Notification procedure for Force Majeure

- 1. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice.
- 2. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.

6.29 Allocation of costs arising out of Force Majeure

- 1. Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- 2. Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
 - a. upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - b. upon occurrence of another event of Force Majeure, all Force Majeure Costs attributable to such other event, and not exceeding the Insurance Cover for such other event, shall be borne by the Bidder and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by Industries & Commerce Department, Nagaland to the Bidder (optional clause – to be used, if relevant.)
 - c. upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by Industries & Commerce Department, Nagaland to the Bidder.

- d. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
- e. Save and except as expressly provided in this clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

6.30 Consultation and duty to mitigate

- a. Except as otherwise provided in this clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

6.31 Limitation of Liability

The Client shall not recover from the bidder, 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. The Client shall not recover from the 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.

6.32 Confidentiality

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 1 year from the date of termination of this Agreement.

6.33 Indemnity

The Selected Bidder shall execute and furnish to the NIDC, a Deed of Indemnity in favour of NIDC in a form and manner acceptable to the Department, indemnifying Department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a) Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b) Any breach of any of the terms the Selected Bidder's Proposal as agreed, the RFP and this Contract by the Selected Bidder, its Team or any Agency/ Third Party

7 ANNEXURES

Section I – Format for Qualification and Technical Bid

7.1 Form 1 – Bid Main Cover Letter

To,
Managing Director
Nagaland Industrial Development Corporation Limited
IDC House
DIMAPUR - 797 112 (NAGALAND)
Government of Nagaland

Sir,

Having examined the RFP document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for "Selection of Project Implementation and Management Unit for "Planning, Execution, and Implementation of Common Facility Centre

1. Each page of the Technical and Commercial Bid has been signed by the Authorized Signatory.
2. We do hereby undertake, that, in the event of acceptance of our bid, the services shall be provided as stipulated in the RFP document and that we shall perform all the incidental services.
3. We agree to abide by our offer for a period of 30 days from date of submission of bid.
4. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the bid and we do hereby undertake to provide services as per terms and conditions mentioned in the RFP.
5. Payment of INR 10,000.00 (INR Ten Thousand Only) for the cost of RFP document/ bid fee in the form of a Demand Draft is enclosed in a separate sealed Cover details of which are given below:
DD Number..... Bank.....
6. EMD for an amount equal to INR 1,00,000 (INR One Lakh only) in the form of a Demand Draft is enclosed in a separate sealed Cover details of which are given below:
DD Number..... Bank.....
7. The information contained in this Bid or any part thereof, including its exhibits, schedules, and other document(s) delivered or to be delivered to NIDC, is true, accurate, and complete.
8. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours sincerely,

(Signature) (In the capacity of)

Date:

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

7.2 Form 2: General Information about the Bidder

Details of the Bidder/Prime Bidder (Company)		
1.	a) Name of the bidder	
2.	Address of the bidder	
3.	a) Legal status of the bidder	
4.	a) Details of incorporation of the bidder	Date: Ref. #
5.	a) Details of Commencement of Business of the bidder	Date: Ref. #
6.	a) Valid Goods & Services Tax (GST) registration no. of the bidder	
7.	a) Permanent Account Number (PAN) of the bidder	
8.	Name & Designation of the contact person to whom all references shall be made regarding this RFP	
9.	Telephone No. (with STD Code)	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	

7.3 Form 3: Affirmative Statement for Conflict of Interest

[On the letterhead of the organization]

Self-Certificate

To,
Managing Director
Nagaland Industrial Development Corporation Limited
IDC House
DIMAPUR - 797 112 (NAGALAND)
Government of Nagaland

Sir,

Bidder shall furnish on its Letterhead an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with NIDC.

Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

Yours sincerely,

Dated _____ this Day _____ of 2019

(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

7.4 Form 4: Profiles of the proposed core team members & experts to be deployed for the project.

Using the format provided below, please provide profile of the proposed core team including the profile of key personnel proposed to be engaged.

Photo	Name				
	Position:				
	Date of Birth				
	Education:				
Employment Record	From	To	Company	Position Held	
Brief Profile					
Countries of Work Experience		India			
Languages	Language	Read	Write	Speak	
Work Undertaken that Best Illustrates Capability to Handle the Task Assigned					
Nature of Work: Year: Location: Company: Position Held: Main features: Activities Performed:					
Certification I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Additionally, I also certify that I shall be available for the entire duration of the contract. <div style="display: flex; justify-content: space-between;"> <div><i>Signature of staff member</i></div> <div><i>Day/Month/Year</i></div> </div>					

7.5 Form 5: Performance Bank Guarantee Format

PERFORMANCE SECURITY:

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email Id.>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> 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 supplier, up to a total of INR<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of INR <Insert Value> (Rupees <Insert Value in Words> only) 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 Bidder 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 Bidder 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 Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed INR <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.