

## **Request for Proposal (RFP)**

## Establishing a Business Management Unit in Bodoland Territorial Region (BTR)

Bodoland Territorial Council (BTC) is soliciting proposals from reputed consulting firms / organizations with relevant expertise and experience for the provision of following as per the Scope of Work included in the Request for Proposal mentioned as below –

RFP	Description	Important
Document		Dates
Doc. No. BTC/RD (PMVDY)- 266/2022/RFP 1, Date 25th	Request for proposal is invited from reputed Consultancy firms/ Organizations in the field of Business Management to establish Business Management Unit (BMU) at Bodoland Territorial Region, Assam.	Pre-bid conference: 5 <sup>th</sup> August 2022
July 2022	The objective of establishing BMU is to provide Business management resources and technical inputs to the BTC, initially for two years, to support its efforts in implementing the various activities and initiatives focused on strengthening of tribal livelihoods, especially pertaining to the minor forest produce (MFP) value chain	Last date of submission of proposal: 5pm 16 <sup>th</sup> August 2022

## Available on weblink for download: <a href="https://bodoland.gov.in/">https://bodoland.gov.in/</a>

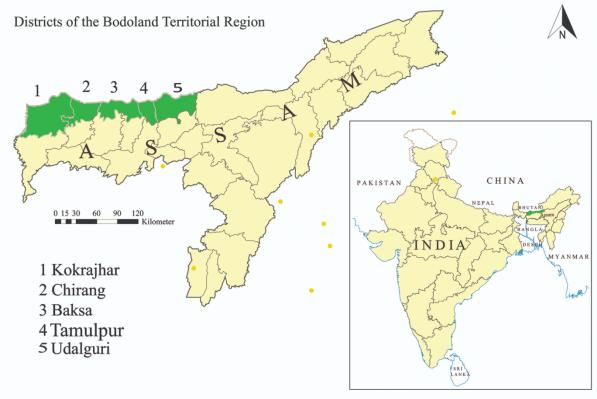
Fully completed proposals with required supplementary documents must be submitted in a sealed envelope by 5pm on or before the closing date to:

Shri. Sujit Baglari, ACS, Joint Secretary, WPT&BC, BTC Secretariat, Kokrajhar. Email: <u>principal.secretary.btc@gmail.com</u>, Phone: 03661 - 286897

Proposals received through email or with incomplete documents will not be entertained. Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published on the website only. For any further information or clarification, kindly contact on email id above.



# **Request For Proposal** Establishing a Business Management Unit at Bodoland Territorial Region (BTR)



Map Boundaries are not accurate

Notice No: BTC/RD (PMVDY)-266/2022/RFP 1, Date 25th July 2022

### **RFP NOTICE FOR**

#### Establishing a Business Management Unit at Bodoland Territorial Region (BTR)

(i)	Pre-bid Conference	: 5 <sup>th</sup> August 2022
(ii)	Last date of submission of proposals	: 5pm on 16 <sup>th</sup> August 2022
(iii)	Opening of Technical Bids	: 17 <sup>th</sup> August 2022
(iv)	Date of Presentation by eligible bidde	er: 17 <sup>th</sup> August 2022
(v)	Intimation of results of Technical Bid	:22 <sup>nd</sup> August 2022
(vi)	Opening of Financial Bid	:22 <sup>nd</sup> August 2022

**Important:** Bodoland Territorial Council (BTC) reserves the right to amend any or all conditions of this RFP Document before the last date of submission of proposals, or to change the above schedule at any time, without assigning any reasons.

**Nodal officer for communication:** Shri. Sujit Baglari, ACS, Joint Secretary, WPT&BC, BTC Secretariat, Kokrajhar. Email id: <u>principal.secretary.btc@gmail.com</u>, Phone: 03661 - 286897

<u>List of Annexures</u> Annexure - I: Scope of Work Annexure - II: Technical Bid Annexure- III: Financial Bid Annexure- IV: Details of Team Annexure- V: Agreement

#### **Disclaimer**

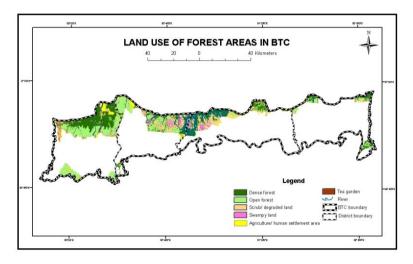
The information contained in this Request for Proposal document ("RFP") or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the Bodoland Territorial Council (BTC) or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement or an offer by the BTC to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful for formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BTC in relation to establish a "Business Management Unit" at BTR, Assam. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the BTC or its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidder may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BTC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The BTC and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account to anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process. The Bidder shall bear all costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BTC, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the BTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

> (Principal Secretary) Bodoland Territorial Council

#### RFP Notice No: BTC/RD (PMVDY)-266/2022/RFP 1, Date 25<sup>th</sup> July 2022 Establishing a Business Management Unit at Bodoland Territorial Region (BTR)

#### **Organization Introduction:**

Bodoland, officially the Bodoland Territorial Region, is an autonomous region in Assam, Northeast India which was established on 9<sup>th</sup> February 2003. It is made up of five districts on the north bank of the Brahmaputra River below the foothills of Bhutan and Arunachal Pradesh with a total area of 8970 square kilometers. It is administered by an elected body known as the Bodoland Territorial Council which came into existence under the terms of a peace agreement signed in February 2003 and its autonomy was further extended by an agreement signed in January 2020. The region covers an area of over nine thousand square kilometers and is predominantly inhabited by the Bodo people and other indigenous communities of Assam.



The Plains Tribes Council of Assam had demanded, since its inception in 1967, for a separate union territory for the Boro and other plain tribes to be called Udayachal. With the failure of PTCA, the All Bodo Students' Union launched the Bodo Movement in 1987 with the demand for a separate state to be called Bodoland, ending with the Bodo Accord of 1993 with the formation of Bodoland Autonomous Council. Bodoland is named after Bodo, an alternative spelling of the Boro people who live primarily in this and surrounding region.

The Bodoland Territorial Council (BTC) aims at bringing about accelerated progress to one of the most backward regions of the state of Assam with special focus on the development of its people in the field of education, preservation of land rights, linguistic aspiration, culture and ethnic identity. Above all, the BTC has placed emphasis on development of the economic infrastructure of the entire area for the upliftment of the downtrodden people irrespective of caste, creed and religion living in this part of the country. There is BTC Planning and Development Board under the Chairmanship of the Chief Executive Member of BTC to guide the development process in the BTC area.

#### General Terms and Conditions and Instruction for Submission of Proposal

a. Request for proposal is invited from reputed Consultancy firms/ Organizations in the field of Business Management to establish Business Management Unit (BMU) at Bodoland Territorial Council. The objective of establishing BMU is to provide Business management resources and technical inputs to the BTC Management to support its efforts in implementing the various activities and initiatives focused on promotion of livelihoods in the MFP value chain

#### b. Scope of Work

The detailed scope of work for the consultancy firms/organizations for establishing Business Management Unit is given in **Annexure-I**.

#### c. Key Dates for this proposal are as follows:

Pre-bid Conference	: 5 <sup>th</sup> August 2022
Last date of submission of proposals	: 5pm on 16 <sup>th</sup> August 2022
Opening of Technical Bids	: 17 <sup>th</sup> August 2022
Date of Presentation by eligible bidde	er: 17 <sup>th</sup> August 2022
Intimation of results of Technical Bid	: 22 <sup>nd</sup> August 2022
Opening of Financial Bid	: 22 <sup>nd</sup> August 2022

#### Note-

1) In case any holiday is declared on any day, the event will be held on next working day at the same time and same venue.

2) Bidder are encouraged to inform themselves fully about the assignment before submitting the Bid.

3) Modifications/Amendments/Corrigendum, if any shall not be advertised in the newspaper but shall be published on the website only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.

#### d. Eligibility

- (i) The bidder must have experience of working in atleast three consultancy assignments each of contract value more than Rs. 30 Lac during the last five years.
- (ii) The annual turnover during 2016-17 to 2020-21 of the bidder in the consultancy assignment field should not be less than Rs.50 crore each year.

- (iii) Person or persons signing/uploading the proposal shall state in what capacity he or she or they are signing/uploading the proposal e.g. as the sole proprietor of the firm concerned or as Chief Executive Officer or Director or Secretary of limited company or the duly constituted attorney of the partnership firm to act on behalf of all the partners in all matters pertaining to the contract as recorded in the power of attorney or in the partnership deed. True copy of the power of attorney shall be furnished along with the proposal failing which the proposal shall be liable to be rejected. It shall be obligatory on the part of every partner of the firm, which enters into agreement to fulfill the terms and conditions of the agreement during the currency of the contract thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a limited company, the proposal shall be signed by a person empowered to do so by the company. Copy of Memorandum and Articles of Association of the company and the letter authorizing the person signing/uploading the proposal documents shall be uploaded with the proposal failing which the proposal shall be liable to be rejected. In the case of hindu undivided family, the name of the family members should be recorded in the proposal and 'Karta', who can bind the family, should sign/upload the proposal and indicate his status below his signature. A declaration has to be submitted in Annexure VI. or the partnership deed giving him such power showing that he has the authority to bind such other person or the firm, as the case may be, in all matters pertaining to the contract. If the person so signing/uploading the proposal form fails to upload the said power of attorney or partnership deed, his proposal shall be liable for summary rejection. The power of attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in case of a proprietary concern and by the person who by his signature can bind company in the case of limited company. In the case of Hindu undivided Family, the power of attorney should be signed by the 'Karta' who. by his signature, can bind the family.
- (iv) Proposal submitted by such persons who are minors, or insolvent or who have been blacklisted or debarred by any Government, Department, Organization or Corporation shall be treated as invalid. A declaration for the same is to be submitted.
- (v) Bidder must have the proof of GST Registration
- (vi) Bidder must have the EMD bank draft at the time of proposal submission

#### e. Pre-bid conference

There will be a pre-bid conference on 5<sup>th</sup> August 2022 in the office of the BTC, Secretariat in which the intending bidders or their representative may participate to clarify their doubts, if any, regarding submission of proposals.

#### f. Downloading of RFP Documents

RFP documents can be downloaded from <u>https://bodoland.gov.in/tenders.php</u> or website <u>www.bodoland.gov.in</u>

#### g. Submission of RFP

The proposal shall be submitted in a sealed envelope in two parts comprising of Technical Bid and Financial Bid. Part-I shall cover technical aspects and 'Technical Bid' shall be submitted in the format annexed as **Annexure-II**. Part-II 'Financial Bid' shall contain the rate offered and shall be uploaded in the format annexed as **Annexure-III**.

The rates quoted should be inclusive of all taxes and surcharges etc., The rates quoted by the selected bidder shall remain firm and valid till the completion of contract period. No increase for any reason whatsoever shall be entertained under any circumstances.

(i) All RFP submission envelopes shall be addressed to Principal Secretary, Bodoland Territorial Region at following address:

Shri. Sujit Baglari, ACS, Joint Secretary, WPT&BC, BTC, B-57, 4<sup>th</sup> Floor, B-block, BTC Secretariat, Bodofa Nwgwr, Kokrajhar, Assam - 783370

- (ii) If the envelope is not sealed and marked as instructed above, BTC 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 BTC, be rejected.
- (iii) The Applicant is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- (iv) 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 BTC; and
  - c. Made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- (v) BTC shall not be liable for any mistake or error or neglect by the Applicant in respect of the above

#### h. Earnest Money Deposit (EMD)

The amount of Earnest Money Deposit (EMD) shall be 2% of the bid amount via bank draft in the name of Principal Secretary, Bodoland Territorial Council submitted at the time of submission of proposal

#### i. **<u>RFP Evaluation Committee and Opening of Proposals</u>**

The Principal Secretary of the BTC will constitute a 'RFP Evaluation Committee' to open Technical and Financial bids. The same committee shall evaluate the technical and financial bids. Bidder who qualifies the eligibility criteria as mentioned in above points d. (i) to d. <del>(viii)</del> (vi) only, will be evaluated in accordance with the procedure laid down in point 'j' mentioned below. The Financial Bid will be opened after the evaluation of the technical bid.

#### j. Technical Proposal

The evaluation committee appointed by the Principal Secretary of BTC will carry out its evaluation applying the evaluation criteria and point system. Proposal received will be evaluated and awarded marks based on the Quality and Cost Based System (QCBS) The technical bid will be evaluated on a scale of 100 marks, and the breakup for each criterion (Submit documentary evidence) would be as follows:

	Evaluation Criteria	Marking Criteria	Maximum Marks
1	Consultancy Assignment of contract value Rs. 30 Lakh and above executed within India during the last five years ending 31.03.2022 (billed amount excluding taxes, levies etc.,)	additional assignment above Rs. 30 lakhs {other than basic requirement as per eligibility criteria d (i) } (subject to maximum 10 marks)	10 Marks
2	Total turnover in the Consultancy Assignment field during last five financial years: 2017-18 Rs 2018-19 Rs 2019-20 Rs 2020-21 Rs 2021-22 Rs Total Turnover	2 Mark for every additional turnover of Rs. 20 crore above Rs. 50 crores (subject to maximum of 20 marks)	20 Marks
3	No. of Consultancy Assignment of Rs. 10 Lakh and above in the field of Minor Forest Produce, Supply Chain, Cluster Development, FPO, Geographical Indication, Marketing, Value Addition, Processing.	assignments, 2 Marks for each assignment (subject to maximum of 20 marks)	20 marks
4	No. of Consultancy Assignment Rs. 10 Lakh and above in the field of tribal welfare development, enhancing investments in tribal livelihood and other social sectors.	Three and above no. of assignments, 2 Marks for each assignment (subject to maximum of 20 marks)	20 marks
5	Presentation The Eligible bidder must make Power Point Presentation in front of evaluation committee of BTC.	available with the agency in terms of activities mentioned in scope of work. (The details regarding registered offices of the firm in the country and human resources available with the firm have to be provided) ii. Understanding of	10 marks 10 marks
		Bodoland Territorial Region, its profile, requirements etc. iii. Execution plan & strategy etc. for the activities as mentioned in scope of work.	10 marks
	Total Marks		100 marks

- i) Technical proposals scoring more than 70 marks will only be considered for financial evaluation. The marks obtained by each proposal will be attributed as technical score.
- ii) Bidder are required to upload the documents in accordance with the serial number on the document.

#### k. Opening of Financial Proposal

- i) The Bidders scoring more than of 70 marks in the Technical bid and above will be notified as the "Technically Qualified".
- ii) The Financial Bids of the "Technically Qualified" Bidders only will be opened.
   iii) The decision of the Principal Secretary in respect of eligibility of technical and
- iii) The decision of the Principal Secretary in respect of eligibility of technical and financial bids shall be final and binding on Bidders.
- iv) The financial proposal shall be opened in the presence of the Bidder /Bidder's representatives who choose to attend.

#### I. Evaluation of Financial Proposal

The evaluation committee will determine if the financial proposals are complete in all respect and without any computational errors. Each financial proposals will be assignment financial score (Sf). The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows:

#### *Sf=100 x Fm/F* (*F= amount of financial proposal*)

#### m. Final Score

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 75% for technical proposal and 25% for financial proposal.

#### S=St x 0.75+Sf x 0.25

#### n. Successful Bidder

Proposal of the bidder securing the highest score will be the successful bidder who shall be invited for executing the agreement.

#### o. Bidders Agreement

The successful bidder shall submit duly filled in agreement in the format annexed as Annexure-V after award of proposal.

#### p. Performance Guarantee

The Selected bidder party shall have to deposit 5% of the contract value as Performance Guarantee to BTC by way of Bank Guarantee within 10 days of issue of letter of acceptance. The Bank Guarantee should be valid upto the end date of contract period. The EMD deposited by the successful bidder shall be retained by BTC and converted into Performance Guarantee on acceptance of this offer. The selected Agency shall deposit the Bank Guarantee of additional amount (if any) to make it to 5% of the total value of contract.

Forfeiture of Performance Guarantee - The Performance Guarantee shall be retained by BTC till all obligation under this contract are fulfilled by the Agency & the same shall be returned within 30 days of full & final payment by BTC. However, the Performance Guarantee shall be forfeited or adjusted fully or partly against the amount due on agency in case of non- performance or non- completion of work as per the terms and condition

#### q. Validity of the Bid

The Bid shall be valid for a period of 120 days from the Bid Due Date (the "BDD").

#### r. Duration of the Contract

The contract period shall **be 24 months from date of signing the agreement extendable by another two years upon** completion of the term, subject to the review of the team performance by the BTC. The extension of the period shall be at an amount 10% above contract value as per the mutual agreement between BTC and the agency.

#### s. Payment Conditions

The payments to the consultancy firm will be made on monthly basis on submission of the reports of work carried out by the firm.

#### t. Deployment of Team

The Agency shall deploy the team in Business Management Unit as per Annexure IV. The team member of Business Management Unit should be deployed for full time. They should not be engaged in any other work. Office space and minimum furniture required for Business Management Unit shall be provided by BTC. Other logistics like Computer, Peripherals and Manpower etc shall be arranged by the Agency. In case of replacement of team member, if necessary, during the course of the project, the Agency needs to obtain prior written approval from BTC team, and the substituted person should have an equivalent or higher qualifications & experiences of handling similar assignments. Approval for such substitution shall be the sole discretion of BTC. No escalation in cost will be considered which may arise due to such substitution of staff. No team member would be allowed to be replaced before one year, unless the person has resigned from the Agency or met with circumstances outside the reasonable control of the Agency including but not limited to death or medical in capacity. In such case, suitable replacement has to be provided within 15 days of his/her resignation or any other reason. Resignation from the deployed team member should be immediately reported to BTC. BTC may seek for change in the deployment of any team member provided due to performance related or any other issue, without assigning any reasons. The above penalty clauses will not be applicable for such change in team members.

#### u. Subletting or Transfer of Contract

Agency shall not sublet, assign or otherwise transfer its rights or obligations under this agreement or any part of the same to any party without the previous written consent of BTC.

#### v. Fair Conduct

The proposal of any person/registered firm/legal company, who indulges in misconduct or disturbs peace during the opening of the proposal at the venue fixed for the purpose, shall be declared as invalid and the Earnest Money Deposited by him shall be forfeited and any loss suffered by the Council on account of declaration of such proposal as invalid shall be recoverable from him.

#### w. Conflict of Interest

The Applicant shall not have a conflict of interest that may affect the Selection Process or the Assignment. The BTC requires that the selected bidder provides professional, objective, and impartial services and at all times hold the BTC's interest's paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work.

#### x. Fraud and Corrupt Practices

The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, the BTC shall reject a Bid without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Selection Process. Without prejudice to the rights of the BTC here in above and the rights and remedies which the BTC may have under the short-listing process, if an Applicant is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, undesirable practice or restrictive practice, if an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the short-listing process, such Applicant shall not be eligible to participate in any tender issued by the BTC during a period of 3 (Three) years from such date.

#### y. Miscellaneous

The BTC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.

b) Consult with any Applicant in order to receive clarification or further information.

c) Retain any information and/or evidence submitted to the BTC by, on behalf of and/or in relation to any Applicant; and/or

d) Independently verify, disqualify, reject, and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

e) It shall be deemed that by submitting the RFP, the Applicant agrees and releases the BTC, and its employees, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

#### z. Communications

All communications regarding this RFP should be addressed to

Shri. Sujit Baglari, ACS, Joint Secretary, WPT&BC, BTC Secretariat, Kokrajhar. Email id: principal.secretary.btc@gmail.com, Phone: 03661 - 286897

#### Annexure – I

#### Scope of Work

#### A. <u>Support to Primary Forest Produce Cooperative Societies</u>

1. Assessment of business ecosystem and potential opportunities pertaining to MFPs in the region

2. Analysis of roles, functions, and responsibilities at various levels in the region and district levels

3. Preparing action plan for activation of Primary Forest Produce Cooperative Societies to efficiently pursue available business opportunities related to MFPs

4. Designing framework for workshops/trainings etc to realize better financial outcomes from the existing activities and to expand beyond their existing area of activities

5. Designing a detailed business strategy for the region for next two years focusing on additional value creation for the primary societies

6. Market linkages, Tie ups, Collaborations, and related support, Feedbacks, Knowledge sharing

7. Support in price discovery of various MFPs supported by council and proposing procurement strategies, and assistance in procurement on MSP

8. Concise framework for improving functioning of primary forest Produce cooperative societies at ground level for optimized revenues

9. Utilization plan for available infrastructure for storage, processing, grading, logistics, and assessment of additional requirements to optimize operational efficiency, quality assurance and ensure long term availability of MFPs

10. Detailed Value Chain Analysis of existing products, Existing local supply chains along with Prevailing govt schemes and other ongoing initiatives

11. Analysis of existing markets, leading private players, products- sales patterns and market size

12. Conducting Market research for potentially feasible products and target segment

13. Identification and proposal of new prospective products that may be processed at societies based on available resources to tap into new business avenues (food items, herbal medicines, supplements etc)

14. Fresh Innovations and ideas for rural businesses and ecosystem, Product innovations, quality inputs, research and suggestions based on target market requirements

15. Marketing and Branding Support for MFPs and derived products

16. Study of best practices adopted by other states and departments for effective adoption and best benefit of Primary Forest Produce Cooperative Societies in Bodoland Territorial Region.

#### B. Enhancing Investments in Tribal Livelihood and Entrepreneurship

1.Tapping new sources of financing for operations and activities of BTC including developing prospects for enquiring funding through Corporate Social Responsibility (CSR) of organizations, collaboration with other Ministries/ Government Departments/Private Sector for convergence and funding. A commercially viable financial plan and roadmap acquired to achieve the goals which will include funding from various sources.

2. Improving the quantum of funding through existing channels of government grants received by BTC.

3. Developing a growth framework for BTR for increasing overall investments in the region for development of tribal livelihoods and entrepreneurships through tribal product designing, capacity building and skill upgradation of tribals, marketing and branding of tribal products, Infrastructure development, digitalization, and technology interventions etc.

#### C. <u>Identifying and Implementing Cluster Development Programmes in the Region</u> (Van Dhan Mission)

1. Creating awareness around cluster development in various districts of the BTR. The focus would be on community mobilization and setting up of new SHGs.

2. Imparting technical trainings to existing SHGs and identification for setting up of Van Dhan Vikas Kendras (VDVKs) in BTR.

3. Convergences with the existing schemes to enhance the development of VDVKs for the benefit of tribal population in the various districts of the region.

4. Handholding the members of the Van Dhan for market linkages in establishing tie-ups and collaborations and proving the clusters with relevant business knowledge and insights along with knowledge partnering.

5. Creating awareness about products through tie ups with relevant agencies/associations/SHGs/VDVKs.

6. Study of best practices adopted by other states and departments for effective adoption and best benefit of VDVKs and other cluster development programmes.

#### D. Setting up of Tribal Food Parks in Region

1. Assisting in setting up of tribal food parks in the region through drafting of proposals and communicating with various stakeholders and institutions from time to time.

2. Develop Standard Operating Procedures (SOPs) and update/improve the same from time to time for scheme and project implementation.

3. Assisting in identifying sources of funding through various schemes and programmes for setting up tribal food parks.

4. Ensuring support to tribal entrepreneurs and VDVKs through operationalization of tribal food parks for food processing facilities and value addition of products.

5. Establishing forward linkages with large institutional buyers, processors, agencies and institutions to set up processing facilities in the tribal food parks and sale of MFP Products for sustainable operations of VKVKs.

#### E. Evaluation & Monitoring

1. Devising mechanism for monitoring and evaluation of various schemes undertaken in the region.

2. Setting up of Key Performance Indicators for the scheme implementations and regular monitoring and evaluation of this indicators.

3. Providing project monitoring and evaluation support in the implementation of the flagship schemes of BTC.

4. Benchmarking of cluster performances and developing scientific tools for identification of VDVKs for next level of funding under the program.

#### Annexure – II

#### **Technical Bid**

S.No	Qualification Documents	Documentary Evidence
	Name of the Bidder	
1	RFP Documents signed and stamped	To be signed and stamped and be sent through soft copy or hard copy
2	Status of the Bidder	<ul> <li>Individual/HUF/Partnership Firm/ Proprietary Firm/Limited Company.</li> <li>In case of Firm/Company upload copy of partnership deed/power of attorney/ Memorandum and Articles of Association.</li> <li>In case of individual upload, the PAN card / Aadhar card.</li> <li>In case of Hindu undivided family upload the PAN card and registered copy of deed.</li> </ul>
3	RFP Fee (Non-refundable)	Acknowledgement of transaction details
4	Earnest Money Deposit	Acknowledgement of transaction details
5	The bidder must submit self-certified letter indicating that they have not been blacklisted, declared insolvent, unsound mind, unsound body by any Government Department, Organization, Corporation and they are not minor.	Self-Certified Letter
6	Proof of Pan Number	Copy of Pan Card
7	Proof of Registration with GST Number	Copy of GST Registration
8	Proof of Registration with Employees Provident Fund	Copy of Provident Fund Registration
9	Organizational Structure of Firm, List of sister concerns, branch office details including office details. Name of Directors/Proprietor/Partners with technical staff & others related details needs to be provided	Self-Certified Letter
10	Audited Balance Sheet from a firm of Chartered Accountants for the last 5 financial years: - For the Year 2016-17 For the Year 2017-18 For the Year 2018-19 For the Year 2019-20 For the Year 2020-21	Copies of Audited Balance Sheets for last five financial years as indicated.
11	Proof of minimum average annual financial turnover in the consultancy assignment field amounting to Rs. 50 crores by the Chartered Accountant during 5 financial year– 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21	Copy of certificate from a firm of Chartered Accountant to be uploaded for the last five years as indicated.
12	Copy of the ITR for the assessment year – 2018- 19, 2019-20 & 2020-21.	The copy of ITR for 2018-19, 2019-20 & 2020-21 to be uploaded.
13	The bidder shall submit power of attorney authorizing the Signatory of the bid to sign and execute the contract in case the bid is signed by a person other than proprietor/partner/director.	Document of Power of Attorney
14	Experience of working in at least 3 assignments as per eligibility criteria d (i).	Supporting documents with the details as per <b>Table 1</b>

15	Annual business turnover during last five years	Provide information and Upload
		supporting documents as per Table 2
16	Consultancy assignment in the field of Minor	
	Forest Produce, Supply Chain, Cluster	Processing. Provide information and
	Development, FPO, Geographical Indication,	Upload supporting documents as per
	Marketing, Value Addition, Processing	Table 3
17	Consultancy assignment in the field of tribal	Provide information and Upload
	welfare development, enhancing investments in	supporting documents as per Table 4
	tribal livelihood and other social sectors	

#### Annexure-III

**Financial Bid** 

(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Applicant]

.....

То

Shri	
Bodoland Territorial Council Secretariat,	
Kokrajhar, Bodoland Territorial Region (BT	R),
Assam-783370	
Phone	
Email	

# Sub: "Selection of firm for Establishment of Business Management Unit (BMU) for Providing Advisory Services to Bodoland Territorial Council "

Dear Sir,

We, the undersigned, having gone through this RFP document and Draft Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the services for the above in accordance with your RFP.

Our Financial Proposal for monthly professional fee for the Key Personnel to be deployed at BTR office is as per below:

S. No.	Key Personnel	Monthly Fee (INR)
1	Team Leader & Project Manager	
2	Marketing Manager	
3	MFP and Value Addition expert	
4	Cluster Development and Convergence Expert	
Total Mo	onthly Fee	

The Monthly Fee quoted above is inclusive of all taxes, surcharges out pocket expenses which may be incurred by us towards local travel, documentation, and communication. The

service tax, as applicable shall be paid extra by the BTR. The taxes shall be deducted at source as per law.

If our Bid is found seriously unbalanced in relation to the market rate or BTR's estimate of the cost to be performed under the Contract, BTR may require us to produce detailed analysis, to demonstrate the internal consistency of those prices with the Good Industry Practice. In case if our bid, is found unrealistically higher than estimate and which could not be substantiated satisfactorily by the us, it may be rejected as non-responsive.

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

#### **Annexure IV**

### **Details of Team**

#### Team to be deployed for Business Management Unit

#### Job Descriptions for recommended BMU Role

SI.	Position	Minimum Qualification	Minimum Experience
1	Team Leader & Project Manager	MBA or PG in Agriculture & Allied	Experience >=10 years
			Should have undertaken
			the following:
			a.) Project
			management in
			government consultancy
			b.) Worked on consulting projects in
			consulting projects in different states with
			respect to agriculture
			related commodities.
			c.) Led assignments
			related to tribal livelihood
			development and
			enterprise development at Centre
2	Marketing Manager	MBA in Marketing	7 years of experience in
2	Manager		marketing and retail
			operations and exposure
			in digital marketing.
3	MFP and Cluster	MBA/M.SC in supply	3 years of consulting
	Development Expert	chain/commodities/agriculture	experience in developing
		or equivalent	MFP, forming clusters and
			working in various such
			cluster schemes of
4	Food Processing and	MBA/MSC/BTECH in Public	government. 3 years of demonstrated
	Convergence Expert	Policy/Agri-Allied or	consulting experience
	- 0	equivalent	with respect to forming
			convergences and setting
			up of processing facilities
			or food parks.

Annexure V

#### AGREEMENT

#### On Rs. 500/- Stamp Paper

# (Conditions of General terms and conditions and instruction for submission of proposal of RFP Notice)

This agreement made this ......day of ......(month) ......(year) between the Bodoland Territorial Council in Assam of the one part through its Principal Secretary with name ......registered at .....and carrying on business in partnership through (i) Shri.....(ii)Shri.....(iii) Shri..... the name in and style of......a company registered under the Indian companies Act, 1913 (Act VII of 1913), the companies Act, 1956 (Act 1 of the 1956) and having its registered office at..... hereinafter referred to as the "Agency" (which expression shall, unless the context does not so admit, include his heirs, executors, and administrators, their survivors or survivors of them, the heirs, executors and administrators of the last survivor, the partners for the time being of the said firm, its successors) of the other part (strike out portions not applicable). Whereas, the Council has invited proposal for Establishing a Business Management Unit at Bodoland Territorial Council and the Principal Secretary has decided to appoint them as Agency to Establish Business Management Unit fully described in the Annexure I and IV of the said RFP Notice No. \_\_\_\_ Dated. 25<sup>th</sup> July 2022 in which the detailed terms and conditions are mentioned. Now it is hereby mutually agreed between the parties hereto as follows:-

#### **1. PERIOD OF AGREEMENT**

This agreement will commence from ...... (date) and shall remain in force till unless terminated earlier or extended further, under the terms and conditions of this agreement.

#### 2. PARTS OF AGREEMENT

This agreement shall always be deemed to be subject to the terms and conditions of RFP Notice No. dated including the General/other terms and conditions along with all annexures of the proposal all of which shall form part of and shall be deemed to have become part of this agreement.

#### <u>3. RATES</u>

For the contract period of 2 years the Agency shall be paid a total sum of Rs.....only) inclusive of all taxes and surcharges for executing all the works as mentioned in the Scope of Works detailed in Annexure-I. The payment shall be done as per the payment schedule mentioned in General Terms & Conditions and Instructions for submission of the proposal.

#### 4.WORKS TO BE EXECUTED

The various works to be executed are as detailed in Annexure – I and IV.

#### 5. PAYMENT OF TAXES

(i) Under this agreement the rates are inclusive of all taxes and surcharges.(ii) The Agency shall pay all taxes as imposed from time to time and other taxes/cess

to the respective departments of the Government.

(iii) The Income Tax and GST with surcharges shall be deducted as per the relevant Act and Rules.

#### **6. COMPLIANCE OF AGREEMENT**

If the terms and conditions of RFP notice and of this agreement are not fully complied with, it shall be considered as a breach of agreement.

#### 7. PERFORMANCE GUARANTEE

(ii) This Performance guarantee deposit can be adjusted either wholly or in part as the case may be, by the Principal Secretary, BTC towards any amount recoverable from the Agency.

#### **8. EXECUTION OF WORKS**

(i) The Agency shall submit the plan and schedule of execution of works to the Principal Secretary, BTC within 30 days from the date of Agreement. The Team to be deployed as per Annexure IV shall also be onboarded within 30 days from the date of Agreement.

(ii) The Agency shall have to discuss and get approved the theme, plan and the tasks to be executed in accordance with the Scope of Work mentioned in Annexure I. The Agency shall execute the work as per the direction of committee of officers appointed by the Principal Secretary, BTC for this purpose.

(iii) The Agency shall maintain the quality of performance of each task assigned to him to the satisfaction of the Principal Secretary, BTC, or the committee appointed by him under provisions of condition mentioned and shall take necessary corrective measures if and when asked to do so by the Principal Secretary, BTC.

(iv) The Agency will plan and execute all the assigned tasks in such a manner that all the works are completed as per schedule.

#### 9. INSURANCE

The Agency shall ensure that the employees engaged are covered under Insurance scheme

#### **10. VIOLATION OF ACTs**

The Agency shall ensure that he himself as well as his authorized/nominated person(s) shall abide by the provisions of various relevant Acts and Rules prevalent in the State of Assam from time to time. In the event of violation of these Acts/Rules by the Agency and/or his authorized/nominated person(s), the Principal Secretary, BTC may terminate the agreement in addition to any other punitive action taken under the provisions of the relevant Acts/Rules.

#### **11. TERMINATION OF AGREEMENT**

If the Agency fails to execute the assigned tasks within the prescribed time limit, the Principal Secretary, BTC may cancel the work order after giving him an opportunity of hearing. In such an eventuality, the agreement will stand terminated and the Performance guarantee Deposit will be forfeited.

#### 12. PENALTIES

Under such circumstances wherein it is not proposed to terminate the agreement, the Principal Secretary, BTC shall have the liberty to impose penalty up to Rs. 5,000/for every lapse in execution after giving due notice to the Agency after duly considering his reply if received within the prescribed time limit. If the Agency fails to execute any of the works to the satisfaction of the Principal Secretary, BTC, the same work/works shall be executed by any other person and the amount incurred in such execution of works shall be deducted from the payments to be made to the Agency or from the Performance Guarantee, as the case may be. The amount of penalties due under the terms and conditions of the RFP Notice and the terms and conditions of this agreement and the relevant Act and the rules, shall form first charge on the Agency.

#### **13. PERFORMANCE OF DUTIES BY THE AGENCY**

The Agency shall perform all acts and duties with quality expected of him for successfully running the Business Management Unit and shall abstain from doing by himself or by his employees and agents any act prohibited by/or under the provisions of the relevant Acts and the Rules in so far as they are not inconsistent in the context of this agreement.

#### **14. PAYMENT OF STAMP DUTY**

The Agency shall at all times comply with the provisions of the Indian Stamp Act 1899 and Court Fee Act of 1870 and rules and regulations made there under, as applicable to Assam.

#### **15. LEGAL JURISDICTION**

Any dispute arising out of this agreement, shall be subjected to the jurisdiction of courts in Assam only.

#### **16. FORCE MAJEURE**

Upon the occurrence of any Force Majeure Event the period set forth for the Project Completion Date shall be extended by a period equal in length to the duration of the Force Majeure Event. A Force Majeure Event shall mean one or more of the following acts or events: Act of God, epidemic, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, and radioactive contamination. An act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign Enemy. Any failure of another service provider to the extent caused by any of the Force Majeure event mentioned above affecting the performance of the Agreement. Any event or circumstances of a nature analogous to any of the foregoing. Upon occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, 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 hereto.

#### **17. DISPUTE RESOLUTION**

In the event of any dispute, such matter or matters giving rise to dispute shall be resolved as outlined in par as below: (a) In the event of any dispute, controversy of claim between the parties arising out of the breach, termination or invalidity thereof, the parties shall use their best endeavours to resolve the matter amicably. If the parties are unable to resolved the dispute amicably within Thirty (30) days of one party notifying in writing of the existence of the dispute, controversy or claim, either party may serve formal written notice on the other that a material dispute has arisen. If the parties are unable to resolve the dispute within seven (7) days of receipt of such notice, the dispute shall be referred to the Chief Executive Member of BTC. (b) If the aforesaid official fail to produce a solution, within thirty (30) days of reference to them, matter shall be referred to the arbitrator for settlement under Arbitration and Conciliation Act 1996. Arbitrator shall be nominated by the Addl. Chief Secretary / Principal Secretary (Forest Department) whose decision shall be final and binding on both the parties. Venue of Arbitrator will as agree mutually. The cost of Arbitration shall be shared by both the parties equally.

Signed, sealed and delivered by Principal Secretary, BTC in the presence of following witnesses: -

For and on behalf of

)

Principal Secretary Bodoland Territorial Council, Assam

(

WITNESSES:

1. Signature	
Name	
Full Postal Address	

2. Signature ..... Name ..... Full Postal Address .....

( )

Representative of the Agency Name of Agency .....

#### WITNESSES:

1. Signature	
Name	

2. Signature
Name
Full Postal Address