

GOVERNMENT OF MEGHALAYA
DIRECTORATE OF COMMERCE & INDUSTRIES

Plot No.L/D 015 Lower Nongrim Hills, Shillong-793003 Email :industries-meg@gov.in

No.M/Dind/MSME.8/2024/91

Dated Shillong, the 14th October, 2024

REQUEST FOR PROPOSAL (RFP)

Request for Proposal (RFP) is invited for hiring of Business Service Provider for MeghaRise Project of Meghalaya under Raising and Accelerating MSME Performance (RAMP), a Central Sector Scheme of Ministry of MSME supported by the World Bank.

Sealed envelope containing the RFP may be submitted to the undersigned and the last date for submission of the same is **15th November, 2024**. RFP documents will be opened on the same date and time and interested Agencies/ Bidders may participate during the process. Bidders meeting the qualification criteria may be invited to give a presentation before the State Ramp Programme Committee (SRPC) of the state of Meghalaya for finalization as the eligible Bidder.

Guidelines of the RAMP Scheme may be downloaded from the Ministry of MSME website and **Format of Cover Letter of Proposal** for this RFP may be downloaded from the Departmental website www.megindustry.gov.in and may also be obtained from the Office of the Undersigned during any working days.

Sd/-

Director of Commerce and Industries

Request for Proposal for Hiring of Business Service Provider for MeghaRise Project
Under Raising and Accelerating MSME Performance (RAMP)



Government of Meghalaya
Department of Commerce and Industries

Request for Proposal for Hiring of Business Service Provider
for MeghaRise Project
Under Raising and Accelerating MSME Performance (RAMP)
RFP No.- M/Dind/MSME.8/2024/90

Issued by:

Directorate of Commerce and Industries

**LD/015, Lower Nongrim Hills,
Shillong, East Khasi Hills, Meghalaya – 793003**

DISCLAIMER

Request for Proposal for Hiring of Business Service Provider for MeghaRise Project
Under Raising and Accelerating MSME Performance (RAMP)

1. The information contained in this Request for Proposal (the “RFP”) document or subsequently provided to the Consultants, whether in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to consultants/agencies to be hired as Business Service Providers (BSPs), on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP has been provided with an intention to invite prospective Consultants/Bidders and to assist them in making their decision of whether to submit a proposal. It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to clarify them in the formulation of their proposals. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority to consider the investment objectives, financial capabilities, and particular needs of each Bidder.
3. The Authority has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. This RFP is not an agreement by and between the Authority and the prospective Bidders or any other person. The information contained in this RFP is provided on the basis that it is non-binding on the Authority, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The Authority makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder is advised to consider the RFP document as per his understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and the Authority of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the RFP document in detail and bring to notice of the Authority any kind of error, misprint, inaccuracies, or omission in the document. The Authority reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. The Authority also reserves the right to decline to discuss the Project further with any party submitting a proposal.
5. No reimbursement of cost of any type shall be paid to persons/entities, submitting the Proposal. The Bidder shall bear all costs arising from, 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 Authority, or any other costs incurred in connection with or relating to its Bid, except for the performance bank guarantee, which will be returned if not selected.
6. Issuance of this RFP does not imply that the Authority is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Bidder for the project and the

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Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The Authority, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Consultant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
9. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.
10. The Authority may, in its absolute discretion and without being under any obligation to do so, may cancel the RFP without any prior notice and without giving any reason/justification thereof.

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RFP Schedule

| Sl. No. | Particulars | Details |
|----------------|--|---|
| 1 | RFP No. | M/Dind/MSME.8/2024/90 |
| 2 | RFP Name | RFP inviting agencies for Hiring of Business Service Provider (BSP) for MeghaRise under Raising and Accelerating MSME Performance (RAMP) |
| 3 | RFP release and download | https://megindustry.gov.in/ |
| 4 | RFP floating date | 14 th Oct 2024 |
| 5 | RFP closing date | 15 th Nov 2024 by 3 PM |
| 6 | Website from where RFP document can be downloaded | https://megindustry.gov.in/ |
| 7 | Last date and time for submitting through hard copy and mail response to RFP to the Department | 15 th Nov 2024 by 3 PM Mail to: industries-meg@gov.in |
| 8 | Queries may be mailed to | meghalaya.ramp.scheme@gmail.com |
| 9 | Office address for submission of hard copy of the response to RFP | Directorate of Commerce & Industries LD/015, Lower Nongrim Hills, Shillong- 793003 East Khasi Hills, Meghalaya |
| 10 | Date of Technical presentation | Shall be informed in advance to the shortlisted bidders |
| 11 | Address of RFP authority | Commerce and Industries Department, Directorate of Commerce & Industries Plot no. LD/015, Lower Nongrim Hills, Shillong- 793003 East Khasi Hills, Meghalaya |
| 12 | Assignment duration | As mentioned in RFP |
| 13 | Bid validity | 60 Days |
| 14 | Selection process | Quality based Selection |

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1. Introduction

1.1. Understanding RAMP

Raising and Accelerating MSME Performance (**RAMP**) supports the overall Covid Resilience and Recovery Program of MoMSME and aims to address multiple challenges like improving access to credit, strengthening institutions and governance at the Centre and State, improving Centre State linkages and partnerships, addressing issues of delayed payments, and greening and gender delivery of MSMEs. It encompasses various aspects ranging from financial support to institutional strengthening, market access, and sustainability.

Meghalaya state's MSME landscape is diverse, spanning manufacturing to services. Recognizing MSMEs' critical role, Meghalaya has adopted measures including a development policy, cluster development, and ease of doing business reforms. Such initiatives are supported by financial incentives like credit facilitation, subsidies, and the Meghalaya Procurement Preference Policy, which aligns with national efforts like the Ministry of MSME's Competitiveness Programme and the World Bank backed RAMP.

Meghalaya's Strategic Investment Plan (SIP), prepared under The Ramp initiative, lays out a blueprint for transformation entirely based on stakeholder engagement, diagnostic studies, and benchmarking exercises, aiming to build a resilient, efficient MSME ecosystem, entailing digitizing processes, enhancing market access, improving finance generation, and capacity building for over 50,000 individuals and 3,500 MSMEs.

The process involved meticulous budget finalization to ensure the financial feasibility and impact of the proposed interventions. This methodological journey was shown in a presentation to the State RAMP committee for inputs, ensuring the plan's robustness and completeness.

The entire approach was grounded in observed evidence, inclusivity, and collaboration, ultimately receiving approval from the State RAMP Committee. This marked the conclusion of an exhaustive process. The Strategic Investment Plan (SIP) was prepared in alignment with suggestions and observations from the Strategic Investment Plan Evaluation Committee (SIPEC) and subsequently submitted to the Ministry of Micro, Small and Medium Enterprises (MoMSME).

Accordingly, the MoMSME approved the following projects/ interventions for the State of Meghalaya:

1. Capacity Building Project
2. Innovation & Research Centre
3. MeghaRise
4. State Level MSME Portal
5. Project to improve Access to Market
6. Digital Marketing Project
7. TReDS Project
8. Project for DCIC Strengthening
9. Greening of MSMEs

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1.2. Understanding MeghaRise

The MeghaRise one such initiative, introduced by the Commerce and Industries, Govt. of Meghalaya in Meghalaya as part of the RAMP program, is dedicated to the advancement of the state's wood artisans and Self-help Groups (SHGs) and certifying products under a common brand name of state's- "MeghaRise". Its primary focus is on the production and promotion of organic products sourced from bamboo, wood and handicraft clusters and food clusters producing within the state. These products include items such as locally made organic soaps, toiletries, self-care items and eco-friendly travel cases made of wood or bamboo, bamboo cutleries set (Wood Scooped Wooden cutleries), Areca nut Leaf Plate, bamboo and cane bins, Bamboo bottles, broom grass products and other portable food products such as organic or infused honey pouches, locally produced chocolates etc. The project's core purpose is to assist artisans and SHGs in creating sustainable, environmentally friendly products and to facilitate the integration of these products into the B2B or B2C markets under state's brand name. It aims to establish connections and provide access to markets, particularly within the state's hotels, guest houses, Circuit Houses and homestays.

The initiative implemented in Meghalaya is geared towards empowering artisans and Self-Help Groups (SHGs), and traditional artisans using locally available raw materials through an all-encompassing support system. This system includes expert mentoring, business services, technical assistance through integrated services, and facilitating product sales by connecting buyers with sellers. Additionally, the program streamlines access to suitable funding sources with the goal of promoting economic growth in the region in a sustainable manner. By fostering entrepreneurship, this initiative anticipates the creation of employment opportunities and an overall improvement in the livelihoods of entrepreneurs and stakeholders in Meghalaya, ultimately benefiting the local economy.

A diagnostic assessment in the state showed that only 4% of respondents are part of Self-Help Groups (SHGs) or cluster organizations, while 91% are not involved in any such groups. The goal is to integrate and organize artisans into SHGs to achieve economic development. Strengthening business capabilities and entering new markets are key factors that empower these newly formed SHGs and local artisans, helping them to grow and thrive.

By focusing on innovation, skill development, financial management, and strategic planning, local artisans can become more resilient. At the same time, thorough market research, effective networking, and the use of government support and trade agreements can help them access new markets. In the global economy's growing demand for organic products, these strategies are crucial for sustainable growth and success, benefiting SHGs, artisans, and all stakeholders involved.

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1.3. MeghaRise-Proposed Project Design Concept

- To set up 2 Self Help Groups (SHGs) every district, one SHG for Handicrafts, black pottery & others and for making toiletries and other products out of bamboo, wood or cane and one SHG for food products or any MSME products of the state of Meghalaya.
- Encourage the production and consumption of sustainable and eco-friendly personal care items, aligning with growing consumer demand for natural alternatives.
- The products to be branded under the name of 'MeghaRise.'
- To liaison between the SHGs and Hotels of the state and other North-eastern State to capitalizing on the tourism industry's increasing preference for eco-friendly amenities and provide the toiletries, Self-care items, handicrafts made and sourced from Bamboo or other available organic objects and organic food items.
- Pilot cost will be incurred for distribution of products under the Trademark of MeghaRise to Hotels, Guest Houses, Circuit houses & homestays.
- Implement a Direct-to-Consumer (D2C) model for local and regional sales, while also leveraging popular e-commerce platforms to access a wider customer base.

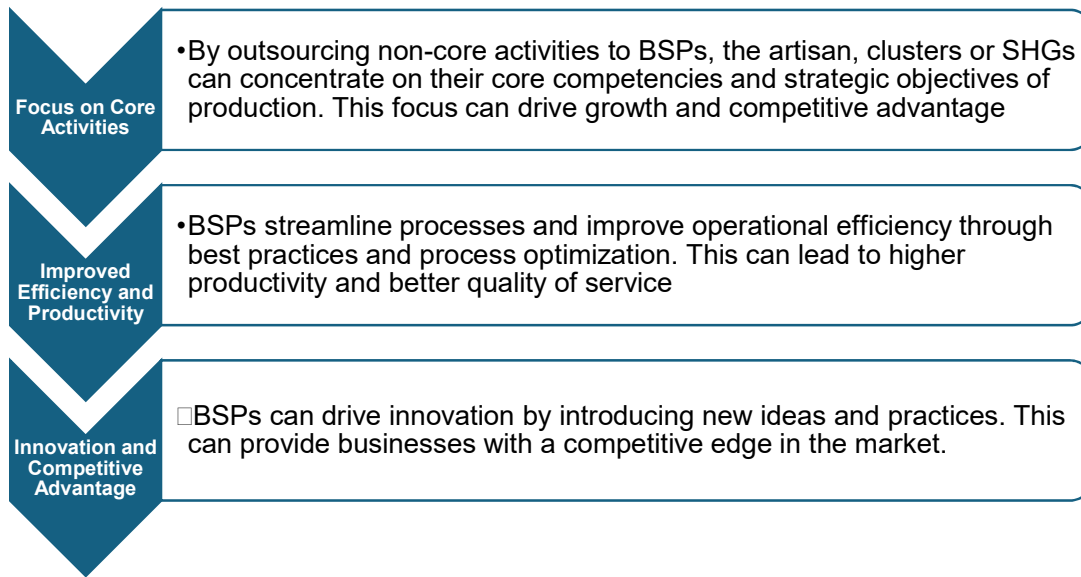
This Request for Proposal is to set up a Business Service provider hired by the Government of Meghalaya to carry out the tasks required under implementation of MeghaRise Project under RAMP.

1.4. Requirement of BSP for MeghaRise

As the project's core purpose is to assist artisans, clusters and SHGs in creating sustainable, environmentally friendly products and to facilitate the integration of these products into the B2B or B2C markets under state's brand name, the BSPs will play the crucial role in supporting businesses by providing essential services, driving efficiency, and enabling growth.

Here are some key reasons why the BSP will be essential:

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Under MeghaRise Project, the Business Service Providers will support in 4 core aspects- Trademark facilitation, labelling and packaging, logistics and Digital marketing (explained further in 2.1 scope of work). The BSPs will offer their specialized knowledge and expertise in the above-mentioned areas to help businesses operate more efficiently and effectively.



2. Objectives of the Assignment

The Department of Commerce & Industries, Government of Meghalaya intends to select a consultant/agency to be hired as Business Service Providers (BSPs) to support the State in implementation of MeghaRise project under the Raising and Accelerating MSME Performance (RAMP) program.

The core objective of the Business Provider under MeghaRise shall encompass roles empowering local artisan and Self-Help Groups (SHGs) in respective wood, handicraft clusters and food clusters.

- Enhance Capacity and Capabilities- The products developed will require involvement of BSPs in polishing with innovative approaches to enhance service delivery.
- Improve Operational Efficiency- The local artisan and Self-Help Groups (SHGs) in respective wood, handicraft clusters and food clusters shall be supported in the core areas of logistics, packaging and marketing; branded under the name of 'MeghaRise.

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- Promote Sustainability- Encourage sustainable business practices specially in providing services towards packaging and packaging materials.
- Monitor and Evaluate- Establish metrics and evaluation methods to assess the impact of the services provided to MSMEs.

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2.1. Scope of Work

| SI No | Task | BSPs | Sub-Task | Responsibility | Targets | Timeline |
|-------|------------------------|------------------------|--|---|--|--|
| 1 | Trademark Facilitation | Trademark Facilitation | Trademark Facilitation for MeghaRise Brand | Under the MeghaRise Project, the BSP will assist with trademark registration. | NA | To be completed within first year of the project implementation. |
| 2 | Label & Packaging | Branding | Target Specific | The BSP will ensure that MeghaRise products are appropriately branded for effective promotion across both online and offline media platforms. | Minimum 24 products during the Project. (Each product may/may not have multiple variation). 12 products for First Year. (Each product may/may not have multiple variation). | To be completed within 3 years, may be extended for another one year by MoMSME |
| | | Packaging | Target Specific | The BSP will design and use attractive packaging and ensure it is durable, sustainable, and meets international standards. The | Minimum 24 products during the Project. (Each product may/may not have multiple variation). | |

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| SI No | Task | BSPs | Sub-Task | Responsibility | Targets | Timeline |
|-------|-----------|-----------|-----------------|--|---|--|
| | | | | BSP will provide related environmentally friendly packaging materials that are biodegradable and have no negative impact. The packaging will be done by the BSP for the mentioned target. | Minimum 24 products during the project. At least 48000 pieces to be packaged during the project. 12 products for First Year. (Each product may/may not have multiple variation). | |
| 3 | Logistics | Logistics | Target Specific | The BSP will be responsible for providing logistics facility of MeghaRise products from production centres to end users (this will include transportation, warehousing, handling overhead expenses and any other related activities. | Minimum 24 products during the project. At least 48000 pieces to be transported during the project. | To be completed within 3 years, may be extended for another one year by MoMSME |

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| SI No | Task | BSPs | Sub-Task | Responsibility | Targets | Timeline |
|-------|-------------------|-------------------------|--|---|---|--|
| 4 | Digital Marketing | Product Promotion | Target Specific | The BSP will actively showcase and promote Meghalaya's distinctive products under the MeghaRise brand through online platforms including social media. | Minimum 24 products during the Project. (Each product may/may not have multiple variation). | To be completed within 3 years, may be extended for another one year by MoMSME |
| | | E-Commerce Facilitation | BSP will ensure than MeghaRise products will be onboarded on E-Commerce platforms. | The BSP will list all MeghaRise products on e-commerce platforms. The BSP will further track and monitor the performance of the products across the platforms and work towards increase of sales. | Minimum 24 products during the Project. (Each product may/may not have multiple variation). At least 48000 pieces to be sold during the project. | To be completed within 3 years, may be extended for another one year by MoMSME |

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2.2. Duration of the Assignment

Duration of the assignment would be up to March 2027. It may be extended for another one year subject to approval from MoMSME.

2.3. Project Size

The budget for the project should not exceed ₹1.2 Cr including all taxes and any other charges as applicable. The assignment would be up to March 2027, may be extended for another one year subject to approval from MoMSME, but within the same budget provisions.

3. Evaluation Criteria

The selection will be done in two phases-

1. Phase 1- Pre-qualification: The firms who fulfil the terms mentioned in pre-qualification criteria will be further eligible for technical qualifications.
 2. Phase 2- Technical Qualifications: The firms who fulfil the terms and conditions and will score the maximum qualifying marks mentioned in the technical qualification criteria will be **awarded the project**.
- The response to RFP will be submitted to the Department of Commerce & Industries in a large single envelope containing 2 separate envelopes, each for pre-qualification & technical qualification.
 - **Envelope A: Pre-Qualification Bid.**
 - **Envelope B: Technical Bid.**
 - The Proposal must be submitted also in online mode containing **2 separate cover pages for Phase 1 and Phase 2**.
 - Envelops of bidders qualifying in Pre-qualification round (Phase 1) shall only be opened in Phase 2 technical evaluation.

The Bid shall include the following documents:

| S. No. | Document type | Document format |
|--------|-----------------------|--|
| 1 | Pre-Qualification Bid | The Pre-Qualification Bid shall be prepared in accordance with the requirement/criteria fulfilling mentioned in section- 3.1 Evaluation Criteria. |
| 2 | Technical Bid | The Technical Bid shall be prepared in accordance with the requirements specified in this document and formats provided in Annexure 1 & Annexure 2 of this RFP document. |

- 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://megindustry.gov.in> . The RFP will be available to download from the above website from 14th of Oct 2024. The last date for uploading of proposal/bid is 15th Nov 2024, 3 p.m. **Technical Bid opening shall be informed in advance to the pre-qualified firms.** Please refer RFP document for complete details.

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- 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 Department of Commerce & Industries for the same.
- The bidders shall submit their eligibility and qualification details, Technical bid, etc. as per the formats given in the RFP document at <https://megindustry.gov.in> in at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the <https://megindustry.gov.in> . All pages of the bid should be self-attested, owning responsibility for their correctness/authenticity.
- Department of Commerce & Industries, Govt. of Meghalaya shall not receive any late proposal, online or offline i.e., proposal reaching after submission date for reason whatsoever.
- The bidder(s) should note that the bids will be evaluated based on documents referenced against evaluation criteria of the pre-qualification and technical qualification only.
- Department of Commerce & Industries, Govt. of Meghalaya 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.
- It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the Department of Commerce & Industries, Govt. of Meghalaya reserves the right to reject the bid.
- The tender opening will be done offline. Any Corrigendum/Addendum or date extension notice will be given on the e-Procurement portal <https://megindustry.gov.in> only.

3.1. Pre-qualification criteria

| # | Criteria | Documents |
|---|---|---|
| 1 | The Bidder shall be a firm/ company/ partnership/ LLP/ proprietorship firm/institution registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India All subsidiary/holding/associate/ affiliates in India shall be treated as one entity | Certificate of Incorporation from Registrar of Companies (RoC) and Partnership deed (if applicable) |
| 2 | The bidder should submit the valid authorization details of the person(s) signing the bid document | Power of Attorney/Certified copy of Board Resolution/authorization letter. For proprietary firm, it should be signed by proprietor. |
| 3 | The bidder should not have been blacklisted or barred or any such cases pending for blacklisting / debarment in any court of law by any State Government, Central Government or any other Public | Self-declaration by the Bidder on company letter. |

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| | | |
|---|--|---|
| | Sector Undertaking or a Corporation or any other Autonomous organization of Central or State Government as on Bid submission date. | |
| 4 | The bidder should provide a list of similar projects managed in the last three years. | Copy of Work Order/ Agreement/ Client letter/ certificate for completed projects. |
| 5 | The bidder should have a minimum turnover of ₹15 lacs on each of the last 3 financial years for qualifying in the technical bid. | Copy of the audited balance sheet for the last 3 Financial Years. |

3.2. Technical Qualification

Interested agencies must meet the following eligibility criteria to be selected:

3.2.1. Resources CV: Evaluation

- ◆ At least 3 resources are to be proposed as mentioned below-

Desired CV-

| SL No | Designation | Qualification/ Experience | Marks |
|--------------|-------------------------------|--|--|
| 1. | Logistics Manager | Minimum Graduate (Any discipline). Having at least 1 years of experience in handling logistics. | Experience- Above 3 years - 10 marks. Experience-Above 2 years and up to 3 years - 6 marks. Experience-Above 1 year and up to 2 years - 4 marks |
| 2. | Labelling & Packaging Manager | Minimum Graduate (Any discipline). Having at least 1 years of experience in handling Labelling & Packaging. | Experience- Above 3 years - 10 marks. Experience-Above 2 years and up to 3 years - 6 marks. Experience-Above 1 year and up to 2 years - 4 marks |
| 3. | Digital Marketing Manager | Minimum Graduate (Any discipline). Having at least 1 years of experience in handling Digital Marketing. | Experience- Above 3 years - 10 marks. Experience-Above 2 years and up to 3 years - 6 marks. Experience-Above 1 year and up to 2 years - 4 marks |
| Total | | | 30 marks |

*Any of the above personnel can be nominated as a Team lead.

3.2.2. Work experience: Evaluation.

- Provide a list of similar projects managed in the last one years and other development assistance projects they have managed (include proof/documents), preference will be given to agencies who have performed and managed similar projects with Governments/PSUs and within the State of Meghalaya/Northeast Region.

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- Having an annual turnover of at least ₹15 lacs. (include proof/documents).

| SI No | Work Experience | Marking Criteria | Supporting documents to be enclosed | Total Marks |
|--------------|--|---|--|-------------|
| 1 | <p>The agency should have at least 1 years of experience in providing services for Digital Marketing, Logistics and Packaging/Branding</p> <p>Preference will be given to agencies who have performed and managed similar projects with Governments/PSUs.</p> <p>Preference will be given to agencies who have performed and managed similar projects within the State of Northeast Region.</p> | <p>Number of years of experience:</p> <p>i. Less than 1 year: 0 marks</p> <p>ii. Above 1 year up to 3 years: 6 marks</p> <p>iii. Above 3 years: 12 marks</p> <p>Preferential marking for experience with Government: 4 marks over and above.</p> <p>Preferential marking for experience in NER- 4 Marks over and above.</p> | Copy of Work Order/ Agreement | 20 |
| 2 | Annual Turnover | <p>Annual turnover:</p> <p>₹15 lacs – ₹30 lacs = 6 marks</p> <p>Above ₹ 30 lacs = 10 marks</p> | Copy of the audited Balance Sheet for the last 3 FYs | 10 |
| Total | | | | 30 |

3.2.3. Technical Presentation:

The bidders who are shortlisted based upon Pre-Qualification criteria bid shall be invited to make a presentation on their solution at Department of Commerce & Industries, Government of Meghalaya, office on a date, time and location notified by the Department of Commerce & Industries, at their own cost. The Department of Commerce & Industries, Government of Meghalaya 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.

The Bidder shall be required to make a presentation on the following areas-

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- Understanding of the RFP
- Presenting the current MSME challenges for the State
- Proposed Approach and Methodology to achieve within the desired target.
- Project Management /Timelines

| # | Criteria | Marking criteria | Documents | Marks |
|--------------|---|--|--|-----------|
| 1 | Physical Presentation | As per the point no 3.2.3. | NA | 20 |
| 2 | Execution plan (Robust feasible Proposal) | i. Project Management /Timelines-10 marks ii. Proposed Approach and Methodology- 10 marks | Template of the execution plan as provided in Annexure 1 | 20 |
| Total | | | | 40 |

Technical evaluation methodology at glance:

| # | Criteria | Marks |
|--------------|------------------------|------------|
| 1 | Resource CV (3) | 30 |
| 2 | Work experience | 30 |
| 3 | Technical Presentation | 40 |
| Total | | 100 |

3.3. Final Selection

Final Selection of Firm/BSP will be selected as follows-

Average score= Total Score/nos. of evaluation team member.

The bidder scoring the highest score will be awarded the project.

For any queries on the RFP, pls contact the department email = meghalaya.ramp.scheme@gmail.com.

4. Terms & Conditions:

- Participating agencies are required to submit the RFP documents with format of letter vide Annexure 4 and to give a presentation whenever they are invited by the SRPC for RAMP program under the Department of Commerce and Industries of the state of Meghalaya for finalization of the bidder.
- The response to RFP will be submitted to the Commerce and Industries Department in a large single envelope containing 2 separate envelopes, each for pre-qualification and technical qualification and the soft copies of the above to be submitted through email id as mentioned in the RFP Schedule.
- The firm who qualifies in the pre-qualification process will be called in advance for the technical presentation.

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- The RFP of the participating agency who does not satisfy the eligibility criteria in the proposal submission process are liable to be rejected without assigning any reason and no claim whatsoever on this account will be considered.
- Selected agency should coordinate with Commerce & Industries Department, Govt. of Meghalaya and State Program Implementing Unit at all times while implementing the project.
- Preparation of the strategic plan for MeghaRise project should clearly provide a road map for strengthening the project design and concept (provided in point 1.3).
- Unforeseen expenses beyond the project assignment should be borne by the agency executing the project- MeghaRise in the state of Meghalaya.
- The Agency has not been debarred/blacklisted for any reason/period by the State/Central Government Department/University/PSU/Other Government Agency etc. within India and abroad. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the approval for granting of RFP.
- In case the Agency leave the project halfway or at any time without completing the Scheme, they have to refund back in full whatever amount they have claimed from the Department of Commerce & Industries, Govt. of Meghalaya.
- The winning bidder must deploy its resources within 30 days from date of allotment of Work order/ Letter of allotment.
- The bidder must submit their bid (hard and soft copy) within the date mentioned in the RFP Schedule.

5. General Conditions of Bid

5.1 Bid Currencies

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

5.2 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 initialled and stamped by the person or persons signing the Bid.

5.3 Amendment of RFP Document

At any time before the deadline for submission of bids, Department of Commerce and Industries, Government of Meghalaya may, for any reason, at its own discretion, modify the Bid Document through an amendment notice. Any amendments made into this document will be published on the e-Procurement portal <https://megindustry.gov.in> only.

Department of Commerce and Industries shall not be responsible if the bidders fail to make note of such amendments. All such amendments shall be binding on all the bidders. Department of Commerce and Industries also reserves the rights to amend the dates mentioned in this RFP for bid process.

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5.4 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 initialled by the person or persons signing the bid.

5.5 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 Department of Commerce and Industries to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process. This RFP document does not commit Department of Commerce & Industries 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.

5.6 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 document. All proposals and accompanying documentation will become the property of Department of Commerce and Industries and will not be returned.

5.7 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/she may do so.

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

Department of Commerce & Industries reserves the right to accept or reject any proposal, and to terminate 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, Department of Commerce & Industries reserves the right to award the work to a single bidder.

5.9 Expenses for the Agreement

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

5.10 Performance Bank Guarantee

The successful bidder shall at his own expense may deposit with DCI, within 15 (fifteen) days after the receipt of notification of Award of the Contract (Letter of Intent) from DCI, an

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unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to DCI, payable on demand, for the due performance and fulfilment of the Agreement by the bidder.

This PBG shall be for an amount equivalent to 5% 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 DCI 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.

5.11 Rejection on grounds of malpractices

Bidders may specifically note that while evaluating the proposals, if it comes to DCI 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 one (1) year from participation in any of the tenders floated by the DCI.

DCI 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:

- “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- “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.
- “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.
- “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.
- “Obstructive practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to DCI 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.

5.12 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,

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incidental, indirect, disciplinary, 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.

5.13 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 6 months from the date of termination of this Agreement.

5.14 Indemnity

The Selected Bidder shall execute and furnish to the Department of Commerce & Industries, Govt. of Meghalaya, a Deed of Indemnity in favour of DCI 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 howsoever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- i. Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third Party in connection with or incidental to this Contract; or
- ii. 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.

5.15 Penalty and Liquidated Damages

The selected bidder in case of failing to complete the assignment satisfactorily shall be liable to pay a penalty limited to the contract value and liquidated damages upto 10% of the contracted value.

5.16 Force Majeure

The Bidder or DCI 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').

Force Majeure events:

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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: Such events include:

Non-Political Events

- a. 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.
- b. 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.
- c. 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
- d. Any event or circumstances of a nature analogous to any of the foregoing.

Political Events

- a. Change in Law, other than any Change in Law for which relief is provided under this Agreement.
- b. Expropriation or compulsory acquisition by Department of Commerce & Industries, Meghalaya or any of their nominated agencies of any material assets or rights of the Implementing Partner.
- c. Unlawful or unauthorised revocation of, or refusal by Department of Commerce & Industries, Meghalaya 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.
- d. 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.

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- e. Expropriation or compulsory acquisition by Department of Commerce & Industries, Meghalaya or any of their nominated agencies of any material assets or rights of the Bidder.
- f. Unlawful or unauthorized revocation of, or refusal by any authority other than Department of Commerce & Industries, Meghalaya 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 non-discriminatory basis;
- g. Any requisition of the Project by any other authority; or Any requisition of the Project by Department of Commerce & Industries, Government of Meghalaya or any of their nominated agencies.
- h. 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.

Other Events

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.

Notification procedure for Force Majeure:

- i. 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.
- ii. 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.

Allocation of costs arising out of Force Majeure:

- i. 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.
- ii. 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

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Insurance Cover, one half of such excess amount shall be reimbursed by DCI 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 DCI 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.

Sd/-

Director of Commerce & Industries

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Annexure 1: Proposal Template

Details of the agency: Name, address, contact details.

- I. Project Title:
- II. Project Summary:
- III. Existing Competencies for the specific theme: human resources, physical infrastructure, content
- IV. Methodology (max 2 pages)

Describe in detail: the methods of implementation and rationale for such methodology; the role and participation of the various stakeholders and the reasons why these roles have been assigned to them; the organizational structure and the team proposed for the implementation of the project by function; the main means proposed for the implementation of the project (equipment, materials, and supplies to be acquired or rented)

- V. Key Staff of the project along with CV (template provided below-Annexure 2)
- VI. Duration and indicative project plan for preparing

| Activity | Week 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------------------------|---------|---|---|---|---|---|---|---|---|----|
| Example | Example | | | | | | | | | |
| Preparation Activity 1 | | | | | | | | | | |
| Execution Activity 1 | | | | | | | | | | |
| Preparation Activity 2 | | | | | | | | | | |
| Execution Activity 2 | | | | | | | | | | |
| Etc | | | | | | | | | | |

- VII. Budget for the project (to be provided in a spreadsheet)

Budget for the project Year wise

| Costs | Year Wise | | |
|-----------------------------------|-----------|------------|------------|
| | Unit | Unit Value | Total Cost |
| Human Resources | | | |
| Travel | | | |
| Equipment & Supplies | | | |
| Cost related to activities/others | | | |
| Sub-Total | | | |
| Taxes | | | |
| Total Cost | | | |

- VIII. Organisational capacity

Please describe the organisational capacity to deliver the project. For example, provide clear examples/work experience of managing/delivering similar projects and impact that was

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delivered. Existing specific staff capacity and their experience and how they will be engaged in this project.

Annexure 2: CV of relevant personnel of the Firm to be involved in Project

CV containing all particulars about the personnel, qualification, work experience, projects executed etc.

CV Template

| | | | | |
|--|----------------------|-------------|----------------|----------------------|
| Photo | Name | | | |
| | Position: | | | |
| | Date of birth | | | |
| | Education: | | | |
| Employment Record | From | To | Company | Position Held |
| | | | | |
| Brief Profile | | | | |
| Countries of work experience | | | | |
| 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 | | | | |

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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 wilful 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.

Signature of staff member

Day/Month/Year

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Annexure 3: Format of Cover Letter of Proposal

(ON LETTER HEAD OF THE COMPANY)

To

Director,
Directorate of Industries & Commerce,
Lower Nongrim Hills,
Shillong, East Khasi Hills,
Meghalaya – 793003.

Sub: Proposal for Empanelment of Business Service Provider (BSP) for implementation of MeghaRise intervention under RAMP-Meghalaya.

Dear Sir/Madam,

1. This is with reference to your RFP notice dated..... I/We have examined the RFP document and understood its contents. I/We hereby submit my/our Bid for setting up a BSP for implementation of MeghaRise project under RAMP program in Shillong, Meghalaya.
2. The Bid is unconditional for the said RFP.
3. It is acknowledged that the Authority will be relying on the information provided in the RFP and the documents accompanying such RFP for qualification of the bidders for the above subject items and we certify that all the information provided in the RFP are true and correct; nothing has been misrepresented and omitted which renders such information misleading; and all documents accompanying the bid are true copies of their respective originals.
4. This statement is made for the express purpose of the above-mentioned subject.
5. I/We shall make available to the authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
6. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby relinquish, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. It is declared that:
 - A. I/We have examined RFP document and have no reservations to the RFP document.
 - B. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any Bid or request for proposal issued by or any agreement entered into with the authority or any other public sector enterprise or any Government, Central, State or local.
8. It is understood that the Department of Commerce and Industries, Government of Meghalaya may cancel the bidding Process of RFP at any time without incurring any liability to the department.
9. It is certified that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the services or which related to a grave offence that outrages the moral sense of the community.

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10. It is here certified that the firm has not been debarred/blacklisted for any reason/period by any Central/State Govt. Department/University/PSU etc. If so particulars of the same may be furnished. Concealments of facts shall not only lead to cancellation of the order but may also warrant legal action. The government may reject bids of firms which has been blacklisted at any time.
11. It is hereby affirmed that we are in compliance of/shall comply with the statutory requirement of the Government of Meghalaya.
12. I/We hereby irrevocably relinquish any right or remedy which we may have at any stage at law or whosoever otherwise arising to challenge or question any decision taken by the authority in connection with the selection of bidders, selection of the bidder, or in connection with the selection/bidding process itself, in respect of the above-mentioned items and the terms implementation thereof.
13. I/We agree to undertake to abide by all the terms and conditions of the RFP document.
14. I/We agree to undertake to be liable for all the obligations of the bidder under the agreement. In witness thereof, we submit this application under and in accordance with the terms of the RFP Document.

Yours faithfully,

Signature of Authorized (Full Name and designation of the agency)

Date of submission:

Official Seal

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Annexure 4: Proposal Assessment Criteria

The proposal will receive an overall score out of 100 using the breakdown in the assessment grid below. The assessment will also check on compliance with the instruction. The assessment criteria are divided into headings and subheadings. Each subheading will be given a maximum score as specified below. The maximum scores are assigned because of their importance.

Proposal Assessment Criteria

| Sl no. | Qualification stage/ Assessment criteria | Total Score | Assessment Score |
|---------------|---|--------------------|-------------------------|
| 1 | Technical qualification | 100(A+B+C) | |
| | A) Resource CV | 30 | |
| | B) Work Experience | 30 | |
| | C) Technical Presentation | 40 | |

Final Selection of Firm/BSP will be selected as follows-

Average score= Total Score/nos. of evaluation team member.

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Annexure 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 any recognized Nationalized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract; **SBI (preferred)**

And whereas we, <bank name> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its offices 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

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payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.