

Meghalayan Age Limited, Shillong

Request for Proposal for Consultancy
Services for Operationalisation of
Meghalaya Emporium at New Delhi

MAL.1/2020 dated 08.02.2021

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Meghalayan Age Limited, herein after referred to as "MAL", or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by MAL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by MAL in relation to the Services. 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 MAL, its employees or advisers to consider the objectives, technical expertise and needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct their 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 Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

MAL, its employees and advisers 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 of 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.

MAL also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

MAL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that MAL is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and MAL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MAL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and MAL shall not be liable in any manner what so ever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

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1. Schedule of RFP Process

MAL would endeavor to adhere to the following schedule from the date of issue of notification during the Process:

EVENT DESCRIPTION	DATE
Notification Number of RFP	Tender Notice No. MAL.1/2020 dated 08.02.2021
Last date for receiving queries	22-02-2021
Pre-Proposal Conference Date, Time & Venue	Physical conference shall not be conducted in view of the prevailing pandemic situation. In case substantial queries arise, MAL at its discretion shall notify the date and time of the pre-bid conference in the tenders section of www.mbda.gov.in and www.mbma.org.in
Last date for and address for submission of the Proposal (Hard Copy) Technical & Financial proposal	25-02-2021, 03.00 PM Room No. 348, Yojana Bhavan, Meghalaya State Secretariat, Shillong, Meghalaya - 793001
Opening of Technical Bids & Venue of Bid Opening	25-02-2021, 04.00 PM Committee Room 4, Meghalaya State Secretariat – Main Building, Shillong, Meghalaya - 793001
Opening of financial proposals	To be intimated later.
Issue of Letter of Intent (LoI)	Upon approval of MAL.
Address for sending queries / communication	The Chairman and Managing Director, Meghalayan Age Limited, Room No. 215, Meghalaya State Secretariat – Main Building, Shillong, Meghalaya - 793001 Email Id: map.meghalaya@gmail.com

If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.

The Schedule indicated above is tentative and MAL may change any or the entire schedule under intimation to all bidders.

2. Fact Sheet

#	EVENT DESCRIPTION	DATE
1	Method of Selection	Tender will be awarded to the Bidder with the highest score based on the Quality and Cost Based Selection (QCBS) Evaluation Method.
2	Availability of RFP Documents	From 08-02-2021 to 25-02-2021
3	Tender document fee (Non-refundable and Not exempted)	NIL
4	Bid Security /Earnest Money Deposit (EMD)	NIL
5	Pre-bid meeting Date, Time & Venue	Physical conference shall not be conducted in view of the prevailing pandemic situation. In case substantial queries arise, MAL at its discretion shall notify the date and time of the pre-bid conference in the tenders section of www.mbda.gov.in and www.mbma.org.in
6	Bid validity	Bid must remain valid up to 120 (One Hundred & twenty) days from the actual date of submission of the Bid.
7	Currency	Currency in which the Bidders may quote the price is Indian Rupees (INR) only.
8	Name and Address for Correspondence	The Chairman and Managing Director, Meghalayan Age Limited, Room No. 215, Meghalaya State Secretariat – Main Building, Shillong, Meghalaya - 793001 Email Id: map.meghalaya@gmail.com

3. Instructions for Bid Submission

1. Supplier/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
2. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
3. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should consider the corrigendum if any published before submitting the bids.
4. Bidder may select the tender in which he/she is interested in by using the search option.
5. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer.
6. Bidder should submit the technical bid in hard copy as per condition of this RFP. The Financial bid should be submitted in hard copy only. The hard copy should be sent by post/couriered/given in person to MAL, within bid submission due date and time as indicated in the tender.
7. The bidder shall submit the price bid in the given format and submit after filling the relevant columns.
8. The bidders are advised to submit the bids technical & financial as per the instruction.
9. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document. Parallely, for any further queries, the bidders are advised to send a mail to – map.meghalaya@gmail.com

4. Background Information

Meghalayan Age Limited, a Govt of Meghalaya Undertaking, has a commercial space with a total area of 1576.25 sq. ft. Meghalaya Emporium at Gallery No.9, Rajiv Gandhi Handicraft Bhavan, Baba Kharak Marg, Connaught Place, New Delhi. It intends to use this space to showcase the different handloom and handicraft products of the state, create brand awareness, and develop sustainable market access for its local artisans. The emporium shall be an aesthetically pleasant space that will showcase the art, crafts, agri-produces, food, etc. and also act as a venue for small cultural events including pop-up music and dance events. The emporium is poised to be an iconic space for the marketing and branding of the State of Meghalaya.

5. Description of the Assignment

MAL is seeking proposals from agencies based in Meghalaya to operate and manage the emporium with the objective of showcasing Meghalaya through Arts, Crafts, Food and Culture.

6. Instruction to Bidders

6.1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the consultancy support required. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this or the subject matter thereof.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by MAL on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MAL. Any notification of preferred bidder status by MAL shall not give rise to any enforceable rights by the Bidder. MAL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of MAL.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

6.2. Compliant Proposals / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid shall be

deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - a. Comply with all requirements as set out within this RFP.
 - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - c. Include all supporting documentations specified in this RFP

6.3. Pre-Bid Meeting & Clarifications

- a) In view of the prevailing pandemic situation, MAL shall hold a pre-bid meeting with the prospective bidders only in case substantial queries arise that are difficult to be addressed by issuance of written clarification. In case a pre-bid meeting is deemed required by MAL, the meeting shall be convened virtually via video conference. The link for the same shall be notified in tenders section of www.mbda.gov.in and www.mbma.org.in
- b) The queries should necessarily be submitted in the following format:

Sr. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			

- c) MAL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by MAL.

6.4. Responses to Pre-Bid Queries and Issue of Corrigendum

- a) MAL will endeavour to provide timely response to all queries. However, makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the and emailed to all participants of the pre-bid conference.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, MAL may, at its discretion, extend the last date for the receipt of Proposals.

7. Key Requirements of the Bid

7.1. Right to Terminate the Process

- a) MAL may terminate the RFP process at any time and without assigning any reason. MAL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by MAL. The bidder's participation in this process may result MAL selecting the bidder to engage towards execution of the contract.

7.2. RFP Document Fees

Interested bidders may download the RFP documents free of cost from the tenders section of www.mbd.gov.in and www.mbma.org.in

7.3. Earnest Money Deposit (EMD)

In view of the economic slowdown due to the pandemic and the resulting financial crunch faced commercial entities, MAL shall not collect any EMD from bidders.

7.4. Submission of Proposal

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
 - Response to Pre-Qualification Criterion: 1 Original + 1 Copy in first envelope
 - Technical Proposal: 1 Original + 1 Copy in second envelope
 - Commercial Proposal: 1 Original in third envelope
- b) The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes superscribing "Pre-Qualification Proposal", "Technical Proposal" and

“Commercial Proposal” respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

- c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d) The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked “Response to RFP for Consultancy Services for Operationalisation of Meghalaya Emporium at New Delhi issued vide MAL.1/2020 dated 08.02.2021 and the wordings “DO NOT OPEN BEFORE 04.00 PM ON 25-02-2021”.
- e) The outer envelope thus prepared should also indicate clearly the name, address, telephone number and e-mail ID of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g) The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h) All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- i) In case of any discrepancy observed by in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.

7.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

8. Preparation and submission of Proposal

8.1. Proposal Preparation Costs

- a) The bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 MAL to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

- b) MAL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8.2. Language

The tender should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the tender, the English translation shall govern.

8.3. Venue & Deadline for Submission of proposals

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to MAL at the address specified below:

Addressed To:	The Chairman & Managing Director, Meghalayan Age Limited
Address:	Room No. 348, Yojana Bhavan, Meghalaya State Secretariat, Shillong, Meghalaya - 793001
Telephone:	0364-2210358
Email Id:	map.meghalaya@gmail.com
Due Date and Time of Submission:	25.02.2021 before 3.00pm

8.4. Late Bids

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to MAL at the address specified below:

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) MAL shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

- d) MAL reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

8.5. Evaluation Process

- a) MAL will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

8.6. Tender Opening

The tenders submitted up to 3.00pm on 25.02.2021 will be opened at 4.00pm on 25.02.2021 by the Chairman and Managing Director or any other officer authorized by MAL, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

8.7. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 120 days from the date of submission of Tender.

8.8. Tender Evaluation

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If Proposals;
- Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the checklist
 - Have non-compliance of any of the clauses stipulated in the Tender
 - With lesser validity period
- II. All responsive Bids will be considered for further processing as below.
MAL will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

9. Criteria for Evaluation

9.1. Pre-qualification Criteria

#	Requirements	Supporting Documents
1.	Registered proprietorship, partnership firm, society, trust, cooperative society, NGO or company based in Meghalaya.	Copy of registration certificate
2.	Experience of working with artisans, farmers or food processing units in Meghalaya to exhibit their works/products nationally and/or internationally.	Self-declaration*
3.	Experience of organising at least 1 arts/cultural event.	Client certificate where available OR self-declaration*

*MAL may ask for photos of events conducted and/or copies of news articles on the events published in case of self-declaration, if need be.

9.2. Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

TECHNICAL EVALUATION CRITERIA				
#	Criteria	Marking Schema	Max Marks	Document Required
1.	Project experience of working with government agencies to augment capacities of local artisans / farmers / food production units in Meghalaya	More than 3 projects: 10 marks 1 to 3 projects: 06 marks 0 projects: 0 marks	10	Client Certification
2.	Experience of working with artisans / farmers / food production units in Meghalaya to exhibit their works nationally and/or internationally.	More than 4 exhibitions: 20 marks 2 to 4 exhibitions: 12 marks 1 exhibition: 0 marks	20	Self-declaration*
3.	Experience of organising arts/cultural events in India	More than 4 events: 20 marks 2 to 4 events: 12 marks 1 event: 0 marks	20	Client certificate where available OR self-declaration*
4.	Experience of organising arts/cultural events internationally	More than 4 events: 10 marks 2 to 4 events: 6 marks 1 event: 0 marks	10	Client certificate where available OR self-declaration*

5.	Emporium operationalisation plan covering all aspects stated in the Scope of Work (Section 13). The layout / floor plan of the Emporium has been provided at Appendix 3 for reference.	Subjective evaluation based on the operationalisation plan submitted.	40	Preliminary operationalisation plan for the Emporium. No format has been provided for this, the bidder shall submit a document using its technical expertise and creativity to best demonstrate how they can execute the works mention in the Scope of Work.
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*MAL may ask for photos of events conducted and/or copies of news articles on the events published in case of self-declaration, if need be.

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 60 marks from the technical evaluation criteria would be considered technically qualified.

9.3. Commercial Bid Evaluation

- a) The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of the Bidder) X 100}% (Adjusted to two decimal places)

- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) The bid price will be exclusive of taxes and shall be in Indian Rupees.
- e) Any conditional bid would be rejected.
- f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by

multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

9.4. Commercial Bid Evaluation

- a) The technical and financial scores secured by each bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
- b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where,

B_n = overall score of bidder

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder

- c) In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

10. Commercial Bid Evaluation

10.1. Award Criteria

MAL will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

10.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

MAL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for MAL action.

10.3. Notification of Award

Prior to the expiration of the validity period, MAL will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process /

public procurement process has not been completed within the stipulated period, MAL, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract.

10.4. Contract Finalization and Award

MAL shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project.

10.5. Signing of Contract

Post finalisation of the successful bidder, MAL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between MAL and the successful bidder.

10.6. Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event MAL may award the contract to the next best value bidder or call for new proposals from the interested bidders.

11. Fraud and Corrupt Practices

- a) The Applicants/Bidders 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 RFP, MAL shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.
- b) Without prejudice to the rights of MAL under Clause above and the rights and remedies which MAL may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by MAL 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 during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by MAL during a period of 3 years from the date such Applicant or Consultant, as the case may be, is found by MAL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice,

coercive practice, undesirable practice or restrictive practice, as the case may be.

- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of MAL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of MAL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of MAL in relation to any matter concerning the Project;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by MAL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

12. Conflict of Interest

- a) An Applicant shall not have a conflict of interest that may affect the Selection

Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified.

- b) MAL requires that the Consultant provides professional, objective, and impartial advice and at all times hold MAL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of MAL.
- c) Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to MAL for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d) An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest;

provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for MAL in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for MAL where the conflict of interest situation does not arise.

- e) In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to MAL as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. MAL shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

13. Scope of Work

Successful bidder will be required to provide a curated solution to run the Emporium at New Delhi. The services required to be rendered include: -

- a) Pre-Launch event activities
- b) Operation and Management of the emporium including and not limited to:
 - i. Product Development
 - ii. Logistics planning and support
 - iii. Support for Bulk Packaging
- c) Deploy dedicated manpower to cover all aspects of running of the emporium. Agency will finalise the list of manpower required and the final cost of such manpower will be finalized in consultation with MAL.
- d) Any other activity related to the effective running of the emporium that may be assigned my MAL from time to time.

Duration of the Assignment: 15 months from date of signing of contract. The contract may be extended with mutual consent of MAL and the Selected Bidder.

14. Terms of Payment

- a) The payment will be made on monthly basis, at the end of every month upon production of an invoice by the Successful Bidder, as per the quoted lumpsum amounts in the financial proposal equated to monthly amount.
- b) The taxes would be paid as extra at the prevalent rates.

15. Support to be provided by MAL

- a) MAL will provide the following support, post the award of the contract to the successful bidder:
- b) MAL will bear the cost of all expense (power, water, utilities etc) of running the emporium.
- c) MAL will bear the cost of logistics and transportation of all materials from Meghalaya to New Delhi.
- d) MAL will bear the manpower cost required for running the emporium after it is finalised in mutual consultation.
- e) MAL will provide the strategic guidance and directions to the Agency in organization big events, sourcing merchandise.

Appendix 1: Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Forms to be used in Technical Proposal

Form 3: Compliance Sheet for Technical Proposal

Form 4: Letter of Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

#	Basic Requirement	Required	Provided	Reference & Page Number
1.	Power of Attorney (not required in case of sole-proprietorships)	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
2.	Particulars of the Bidders	As per Form 2	Yes / No	
3.	Proof of experience of working with artisans, farmers or food processing units in Meghalaya to exhibit their works/products nationally and/or internationally.	Self-certification	Yes / No	
4.	Proof of experience of organising at least 1 arts/cultural event.	Client certificate where available OR self-declaration	Yes / No	

Form 2: Particulars of the Bidders

#	Information Sought	Details to be Furnished
A.	Name and address of the bidding entity	
B.	Nature of the entity (Sole proprietorship, partnership, society, company, etc.)	
C.	Date of registration	
D.	Registered address of the entity	
E.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Compliance Sheet for Technical Proposal

(The technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal)

#	Specific Requirements	Documents Required	Provided	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5	Yes / No	
2.	Proof of project experience of working with government agencies to augment capacities of local artisans / farmers / food production units in Meghalaya	Client Certification	Yes / No	
3.	Proof of experience of working with artisans / farmers / food production units in Meghalaya to exhibit their works nationally and/or internationally.	Self-declaration	Yes / No	
4.	Proof of experience of organising arts/cultural events in India	Client certificate where available OR self-declaration	Yes / No	
5.	Experience of organising arts/cultural events internationally	Client certificate where available OR self-declaration	Yes / No	
6.	Emporium operationalisation plan covering all aspects stated in the Scope of Work	Preliminary operationalisation plan document	Yes / No	

Form 3: Letter of Proposal

To: <Location, Date>
<Name>
<Designation>
<Address>
<Phone Nos.>
<email id>

Subject: Submission of the Technical bid for Consultancy Services for Operationalisation of Meghalaya Emporium at New Delhi

Dear Sir/Madam,

We, the undersigned, offer to provide Consultancy Services to the Meghalayan Age Limited on Consultancy Services for Operationalisation of Meghalaya Emporium at New Delhi with your Request for Proposal dated _____ and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 120 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Appendix 2: Commercial Proposal Templates

The bidders are expected to respond to the RFP using the forms given in this section for Commercial Proposal.

Form 1: Covering Letter

To: <Location, Date>
<Name>
<Designation>
<Address>
<Phone Nos.>
<email id>

Subject: Submission of the Financial bid for Consultancy Services for Operationalisation of Meghalaya Emporium at New Delhi

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for Operationalisation of Meghalaya Emporium at New Delhi in accordance with your Request for Proposal dated 08.02.2021 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>>. This amount is exclusive of taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature (In full and initials):

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Form 2: Financial Proposal

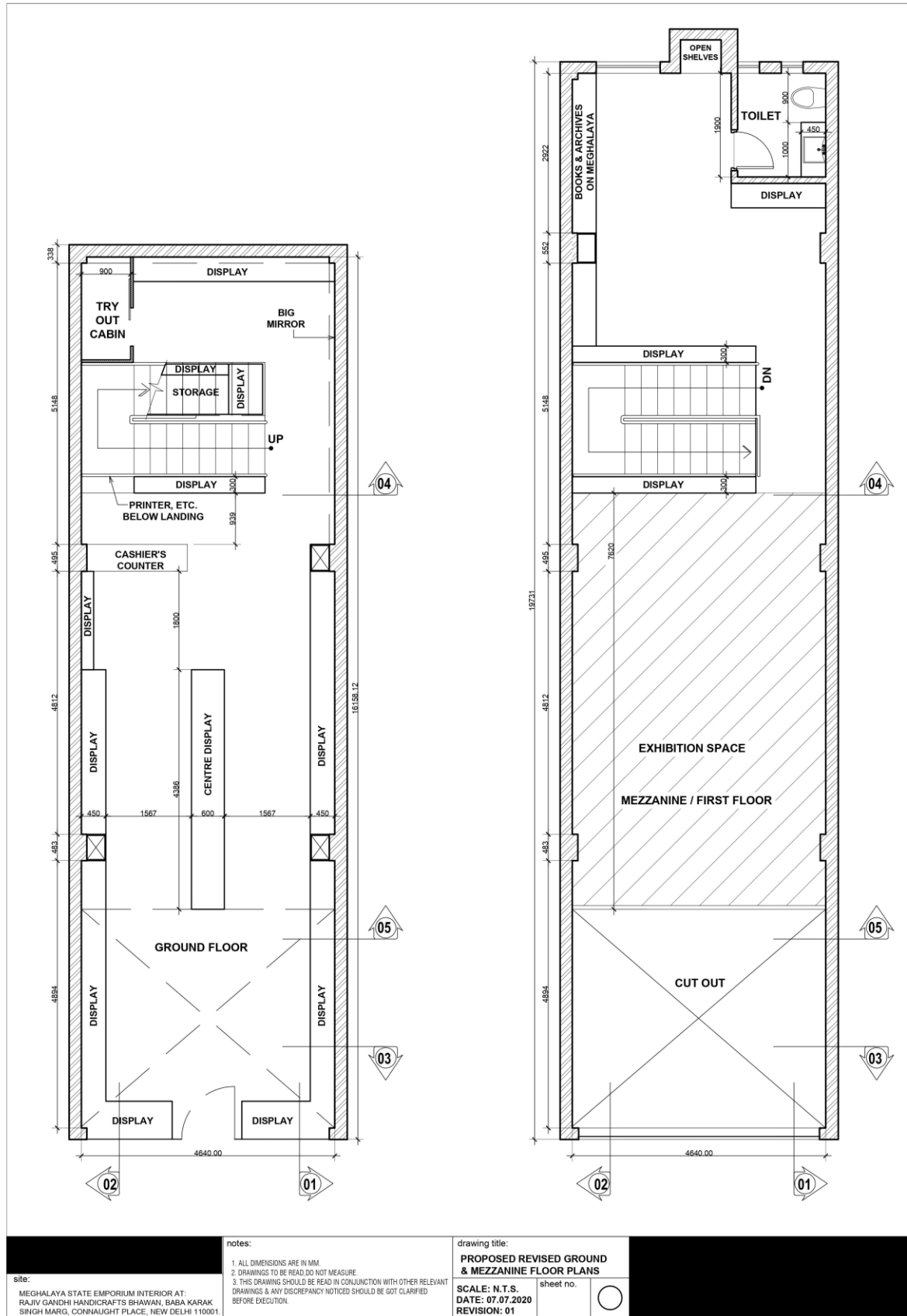
Summary of Costs

Costs	Amount in Digits (INR)	Amount in Words (INR)
Total Amount of Financial Proposal		

Break-up of Costs

#	Item	Amount (INR)
1.	Consultancy for the pre-launch phase, comprising the following activities: a) Product Development b) Logistics planning and support c) Bulk Packaging support (For 3 months from the date of signing of contract)	In Digits: Rs. _____ In Words: _____
2.	Retainership / consultancy charges for managing the regular operations of the emporium (For the remaining 12 months)	In Digits: Rs. _____ In Words: _____
Grand Total		In Digits: Rs. _____ In Words: _____

Appendix 3: Floor Plan of the Meghalaya Emporium



<p>site:</p> <p>MEGHALAYA STATE EMPORIUM INTERIOR AT: RAJIV GANDHI HANDICRAFTS BHAWAN, BABA KARAK SINGH MARG, CONNAUGHT PLACE, NEW DELHI 110001</p>	<p>notes:</p> <ol style="list-style-type: none"> 1. ALL DIMENSIONS ARE IN MM 2. DRAWINGS TO BE READ DO NOT MEASURE 3. THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH OTHER RELEVANT DRAWINGS & ANY DISCREPANCY NOTICED SHOULD BE GOT CLARIFIED BEFORE EXECUTION. 	<p>drawing title:</p> <p>PROPOSED REVISED GROUND & MEZZANINE FLOOR PLANS</p>	<p>sheet no.</p> <p>○</p>
	<p>SCALE: N. T. S.</p> <p>DATE: 07.07.2020</p> <p>REVISION: 01</p>		