# Request for Proposal for

Selection of a Consulting Agency for Capacity
Building of MSME units and Officials of
Department of Industries & Commerce on Focus
Sectors, Subject Areas under Programs of various
Line Ministries and the Department under
Raising & Accelerating MSME Performance
(RAMP) Programme of Government of India

Tender/RFP No. DIC/PIU/RAMP/PB4&5/2024-25/01



Department of Industries and Commerce, Government of Punjab

# **REQUEST FOR PROPOSAL**

Bids are invited from eligible bidders for selection of a consulting agency to assist the Department of Industries & Commerce, Govt. of Punjab in implementation of capacity building activities approved under the Raising & Accelerating MSME Performance (RAMP) programme of Government of India.

# **Fact Sheet:**

Date of publishing of notice inviting	Friday, 24 <sup>th</sup> January 2025, 10 AM
bids on e-procurement portal	Website link-: https://eproc.punjab.gov.in
Date from which bidding document can be	Friday, 24 <sup>th</sup> January 2025, 10 AM
downloaded from e-procurementportal	Website link-: https://eproc.punjab.gov.in
Pre-bid meeting /conference	Monday, 03 <sup>rd</sup> February,2025, 3:00 PM
Queries may be mailed to	ramppunjab.2024@gmail.com
Last date and time for submitting (through	Friday, 31st January,2025 by 5:00 PM
mail) queries to the department	
Reply of queries to be uploaded by the	Friday, 07 <sup>th</sup> February,2025
department	
Bid security/ Earnest Money Deposit	INR 5,00,000
(Refundable)	
Mode of Bid security/EMD	Online payment gateway of eproc portal. The
	proof of the same i.e. EMD deposit receipt must
	be submitted with the technical bid.
Last date and time for online submission of	Monday, 17 <sup>th</sup> February,2025
response to RFP i.e. both technical and	Time: 11:00 AM IST
financial bids	
Date, time and venue of opening of the	Monday,17 <sup>th</sup> February,2025
technical bids	Time: 01:00 PM IST
	Venue: Controller of Stores Punjab, 10C, Sector 10,
	Chandigarh - 160011
Date, time and venue for the Technical	To be informed to eligible bidders through email
Presentation	
	To be informed to technically qualified bidders
bids	through email.
Address of tendering authority	Department of Industries and Commerce, Udyog
	Bhawan, Sector 17, Chandigarh-160017.
Language	Proposals should be submitted in English only.
Duration of the assignment	25 Months
Bid application fee (Non-refundable)	INR 5,000
Bid processing Fee (Non-refundable)	As per e-tender portal
payment mode needs to be described	
Bid validity	90 Days from Proposal due date
Selection Process	QCBS (80:20)

#### Note:

- 1. Department reserves the right to change the above schedule of bidding process. Please visit the E-Tender Portal <a href="https://eproc.puniab.gov.in">https://eproc.puniab.gov.in</a> regularly for the same.
- 2. Proposals must be uploaded on the Procurement Portal on or before the date and time stipulated in the Fact Sheet above. Proposal that are submitted after the stipulated timelines will not be considered in this RFP.
- 3. If required, the department may request the bidders who meet the pre-qualification criteria to submit the hard copy of the proposal with all necessary documents duly signed by authorized signatory as detailed in this RFP.

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#### **SECTION 1: DISCLAIMER**

- The information contained in the RFP document or subsequently provided to the Bidders, whether verbally or in documentary or any other form by or on behalf of the Department of Industries and Commerce (DIC), Government of Punjab or any of their employees or advisers, provided to Bidders shall be governed by the terms and conditions set out in this RFP.
- 2. The RFP is not an agreement and is neither an offer nor invitation by DIC to the prospective Bidders or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. The RFP may include statements, which reflect various assumptions and assessments arrived by DIC in relation to the requirement. Such assumptions, assessments and statements do not purport to contain all the information that each proposal may require.
- 3. Information provided in the 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. The department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 4. The department, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidders under any law, statute, rules or regulations, 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 the 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 the RFP or arising in any way in this selection process.
- 5. The department also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any Bidder upon the statements contained in the RFP.
- 6. The department 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 the RFP which shall be posted only on the website of Department of Industries and Commerce, Government of Punjab. It shall be the responsibility of the interested Bidders to keep themselves informed about the same.
- 7. The issue of this RFP does not imply that department is bound to select a successful applicant for the project and department reserves the right to reject all or any of the applications without assigning any reasons whatsoever.
- 8. The department may cancel the application process at any time without incurring any liability to the Bidders, in accordance with the RFP document.

- 9. 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 the department or any other costs incurred in connection with or relating to its application. All such costs and expenses shall remain with the applicant and the department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the application, regardless of the conduct or outcome of the selection process.
- 10. Bidders shall submit their offers (both technical and financial proposal) online in prescribed format.
- 11. In case, any of the bidders fail to submit the tender fee, tender security, bid processing fee etc. up to date and time mentioned in RFP, its bid shall not be considered. These fee(s) should be paid online.
- 12. The department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid documents well in advance, so as to avoid the last-minute issues/technical glitches or any other unforeseen challenges.

#### BACKGROUND

The Government of India has launched the "Raising and Accelerating MSME Performance (RAMP)" Programme, to augment the support to MSMEs for long term recovery, build resilience and instill competitiveness, the Government of India has conceptualized MSME Competitiveness Programme towards Covid Resilience and Recovery (MCRRP). The programme aims to improve market access, access to credit, strengthening institutions and governance at the Centre and State, improving Centre-State linkages and partnerships, addressing issues of delayed payments, increasing women entrepreneurship and greening of MSMEs.

RAMP is a strategic tool to unlock the true potential of MSMEs in the state of Punjab. The state is continuously focusing on promoting the clusters in the State and also aims to follow the cluster approach for development of MSME Sector. The State aims to focus on optimal utilization of Central Government schemes for developing and upgrading various MSME clusters. Department of Industries and Commerce, Punjab is focusing on enhancing capacities of the MSMEs and overcome the challenges being faced on ground. The Department intends to leverage the offerings of the RAMP programme to build a conducive ecosystem for the MSMEs. As part of the programme, the State Government submitted a Strategic Investment Plan (SIP) for the growth of MSMEs and is endeavoring to implement the key actions identified in the plan for MSME development. The Ministry of MSME, GoI approved 13 proposals for implementation. The State government intends to engage a consulting agency to implement following two proposals:

- (i) Capacity Building of Select MSME units in Focus Sectors with an objective to enable scaling up of their Businesses and
- (ii) Capacity Building of Officials of Department of Industries and Commerce on Focus Sectors, Subject Areas, Programs of various Line Ministries of Govt. of India

The consulting agency will deliver the scope of work as outlined in the section 4 of this RFP. The following approved components for implementation of RAMP program as per details given below:

RAMP Approve Component	Activity Title	Components (being offered under this mandate)
PB-4	Capacity Building of Select MSME units in Focus Sectors with an objective to enable scaling up of their Businesses	Onboarding of team consisting of 5 Professionals as per Team details mentioned in Section 3B of this RFP.  Development of course content (bilingual – English and Punjabi)
PB-5	Capacity Building of Officials of Department of Industries & Commerce on Focus Sectors, Subject Areas, Programs of various Line Ministries of Govt. of India	Content/curriculum development

#### **SECTION 1: INVITATION FOR BIDS**

Bidders are advised to study the RFP document carefully. Submission of response to RFP shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications. The Bidders are expected to examine all instructions, forms, terms, and other information mentioned in this RFP document. Failure to furnish all information required as mentioned in this RFP document may result in rejection of the proposal.

Bidders are required to submit online bids through e-tender portal i.e., <a href="https://eproc.puniab.gov.in">https://eproc.puniab.gov.in</a>, not later than the date and time laid down for the bid submission in the Fact Sheet.

#### Note:

- 1. Department of Industries & Commerce, Punjab shall not be responsible for any delay about non-receipt of the EMD & document fees.
- 2. Complete bid will only be accepted online i.e., through e-tender portal i.e., <a href="https://eproc.puniab.gov.in">https://eproc.puniab.gov.in</a>
- **3.** Any document submitted in hardcopy shall not be considered for the Pre-qualification evaluation.
- **4.** The terms & conditions are tentative and subject to change.
- **5.** Any modification of the RFP document which may become necessary shall be made by the Department of Industries & Commerce, Punjab exclusively through the issue of an addendum/ corrigendum.
- **6.** If the opening of bid or any other scheduled date falls on any gazette holiday, then next working day will be treated as per schedule.

# 7. Bidders Queries & Clarifications:

- i. Interested bidders may seek clarification on any aspect pertaining to this bid document. The query related to the response to this RFP could be sent to the Deputy Director, Department of Industries & Commerce, Punjab on the email id(ramppunjab.2024@gmail.com) prior to date & time mentioned in the Fact Sheet.
- ii. No pre-bid queries shall be entertained after the due date of submission of the pre-bid queries mentioned in Fact Sheet.
- **iii.** The queries should necessarily be submitted in the following format through e-mail by authorized representative of the bidder.

Section/Page	ontent of RFP requiring Clarifications	Change/Clarification Requested	Remarks
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- iv. The Department of Industries & Commerce, Punjab 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 the Department.
- v. The purpose of query clarification is to provide the bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project.
- **vi.** All the interested bidders are advised to seek clarification /query/s and, if any and also attend the pre-bid meeting for the same.
- **vii.** However, the Department of Industries & Commerce, Punjab reserves the right to hold or re-schedule the Pre-Bid meeting.

# 8. Responses to Bidders Queries and Issue of Corrigendum:

- i. The Department of Industries & Commerce, Punjab will endeavor to provide timely response to the queries. However, the Department makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Department undertake to answer all the queries that have been posed by the bidders.
- ii. At any time prior to the last date for receipt of bids, the Department 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.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the e-tender portal i.e., <a href="https://eproc.puniab.gov.in">https://eproc.puniab.gov.in</a>,.
- iv. Any such corrigendum shall be deemed to be incorporated into this RFP.
- v. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Department may, at its discretion, extend the last date for the receipt of Proposals.

#### **SECTION 2: INSTRUCTION TO BIDDERS**

# 2.1 Guidelines for preparation of proposal

- 2.1.1 This RFP is a process to identify the interested bidder for this project. Successful bidder will be selected as the consulting agency to deliver the envisaged scope of work according to TOR.
- 2.1.2 The duration of the contract shall be initially for twenty-five (25) months, which may be extended on mutual agreement depending upon the requirement of the RAMP programme/department.
- 2.1.3 Bidders are requested to submit their bids online as per the following sections outlined below:

#### 2.1.3.1 Technical bid

The required documents such as Request Letter, General information about the bidder as per information mentioned below should be submitted online, supported with certificates/ registrations/ work orders/audited balance sheet etc. in the technical bid. Technical bid should clearly show that the bidder fulfils the eligibility criteria laid down in this RFP. Kindly put page numbers and authorized signatory on each page of the technical bid document.

# **Technical application:**

- (A) Letter of Submission of Application
- (B) Particulars of the Applicant/Bidder on letter head of bidder
- (C) Self-Declaration Form by the Bidder
- (D) Project Credentials (Details of Eligible Projects)
- (E) Certificate from Statutory Auditor
- (F) Declaration Letter for No Pending Litigations and Non-Blacklisted Company/Firm
- (G) Format of Curriculum Vitae (CV) For Proposed Key professional staff/Profile of Resources
- (H) Format of Bank Guarantee for Performance Security
- (I) Power of Attorney for Authorized Signatory

#### 2.1.3.2 Financial Bid

(J) Format of Financial Proposal (To be filled in the format provided in this RFP).

Note: Bidder shall submit the Technical Bid and Financial Bid separately in two envelopes. The two separate envelops shall be submitted in a Single sealed outer Envelope to the Department.

# 2.2 Bid Security/EMD

- i. Bid security/EMD is Rs. 5,00,000 for this bid. The bid security shall be paid by the bidders through online payment gateway of eproc portal.
- ii. The EMD of all unsuccessful bidders would be refunded by the Department within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee issued by any Nationalized Bank in favour of the Department of Industries & Commerce Punjab.
- iii. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- iv. EMD must be deposited online. The proof of the same i.e. EMD deposit receipt must be submitted with the technical bid.
- v. The Bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.

The bid security/EMD shall be fortified in the following cases, namely.

- a. if the bidder withdraws or modifies the bid during the period of Proposal/Bid validity
- b. If the bidder fails to execute the agreement after placement of work order within the specified period.
- c. if the bidder breaches any provision of code of integrity prescribed for bidding specified in the financial rules.

#### 2.3 Submission of the proposal

- 2.3.1 The proposals shall be prepared in indelible ink without overwriting or corrections.
- 2.3.2 An authorized representative of the bidder should authenticate all pages of the Prequalification, Technical and Financial proposal.
- 2.3.3 All pages in the bid should be signed, stamped and numbered and put in sequence as required in the bid document.
- 2.3.4 The technical proposal, financial proposal should be submitted online as per the schedule mentioned in the Fact Sheet.
- 2.3.5 No proposal will be accepted after the stipulated timelines for submission of the bid as per the Fact Sheet.

# 2.4 Language of Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Department of Industries & commerce, Punjab shall be written in English language and printed literature that are the part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the bidder in English, in which case, for purpose of interpretation of the bid, such translation shall govern.

# 2.5 Opening of proposals and selection process

- 2.5.1 The documents received in the technical bid will be examined by an authorized committee to ascertain fulfilment of eligibility criteria. The bidders fulfilling the eligibility criteria will be invited to make technical presentation to the authorize committee, constituted for this purpose only.
- 2.5.2 Based on the strength of their technical proposals and presentations, the agencies will qualify for opening their financial bids.
- 2.5.3 The cost quoted for selection of consulting agency for the assignment shall be treated as financial quote.

# SECTION 3: ELIGIBILITY CRITERIA, KEY PERSONNEL REQUIREMENT & EVALUATION CRITERIA

# The eligibility requirements for bidders are mentioned below:

- (A) Eligibility Criteria (Prequalification Criteria)
- (B) Evaluation Criteria/Bidder's Experience

# (A) Eligibility Criteria (Prequalification Criteria):

S. No	Sections	Suppor Specific Requirements Docume requirements		
A.1	Legal Entity	The bidder (a Business Entity) shall mean a company	Letter of	
		registered in India under the Companies Act, 1956 or	Incorporation/	
		2013 or a Partnership firm registered under the	Registration	
		Limited Liability Partnership Act of 2008, a society		
		registered under the Societies Act or a Trust in India.		
A.2	Structure	The bidder eligible for participating in the bidding	Self-Declaration	
		process shall either be a Joint Venture (JV) /		
		Consortium or a Single Business Entity.		
A.3	Prior	Experience of working with Central/State	Work Orders with	
	experience	Government/ or their agencies/Institutions in domains	completion/ In-	
		such as Capacity Building, Industrial Development,	Progress	
		MSME development, Training & Monitoring, Content	Certificate/Letter of	
		Creation, Implementation of schemes/ programmes,	intent/contract	
		with three (03) projects having value of more than	agreement/Letter of	
		INR 50 Lakhs each in the last 5 years.	Award and job	
			completion certificate	
			related to the activity.	
A.4	Financial	Bidder should have an average annual turnover of at	Certificate from a	
	Capacity	least INR 20 Crores in the last three years (FY 2021-	statutory auditor	
		22, 2022-23 and 2023-24).		
A.5	Financial	The Entity should be a Net Profit-making	Certificate from a	
	Capacity	company at the time of Bid-submission	statutory auditor	
A.6	Blacklisting	Must not have been debarred or blacklisted by any	Self- declaration on	
		Central/state Govt. or Governmental agency	Companies letter	
			head duly	
			authenticated by the	
			authorized signatory.	

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A.7	Authorized	The bidder must submit letter of authorization by the	Board	resolution/
	Signatory	Board/ Partnership firm/LLP, authorizing the signatory, for signing the bid	Power of	Attorney
			authorizing	the the
			signatory	to sign on
			behalf of th	ne agency

#### Note:

- a) The evaluation of Technical Proposal of only those Bidders who have qualified in the prequalification/ minimum eligibility criteria will be carried out.
- b) If the technical proposals are found to be inadequate and do not correspond to the scope of service and terms of reference, they shall be summarily rejected at the discretion of the department.

**(B) Evaluation Criteria/Bidder's Experience:** Evaluation of the consulting agency shall be done based on the following pattern:

1	Technical Evaluation Criteria: Firm		
S.N.	Head	Marks	
A.	<ul> <li>Experience of successfully completed or ongoing projects with State/Centre Government or their agencies/ institutions in the areas of investment promotion/ trade promotion/ export promotion activities for developing the industrial ecosystem/MSME ecosystem with a minimum project value of Rs.1.00 crore each.</li> <li>a) 5 or more projects of INR 1.00 Crores each - 10 Marks</li> <li>b) 1-5 projects of INR 1.00 crores each - 05 Marks</li> </ul>	10	
B.	Experience of undertaking consultancy projects for Government of Punjab in the domain of MSME development / Infrastructure Development etc. in the last five year. (5 mark per project)	10	
C.	<ul> <li>The bidder should have conducted comprehensive training / workshops for MSME sector on any of the focus sector as mentioned in scope of work in this RFP in the last financial year:</li> <li>a) Conducted up to 20 trainings for MSME sector – 5 marks</li> <li>b) Conducted more than 20 trainings for MSME sector – 10 marks</li> <li>The bidder should furnish satisfaction letter from all the clients in support of the above-mentioned criteria.</li> </ul>	10	
D.	Proof of course content/curriculum(bilingual) developed for the MSME sector.	5	
2	Team	40	
A.	Team Leader (1):	12	
A.1	<ul> <li>Evaluation Criteria:</li> <li>Education Qualification-(3 marks): <ul> <li>MBA/ Postgraduate in Economics/Public Policy/Enterprise Development/Social Welfare/Business Management or related subject</li> </ul> </li> <li>Experience (9 marks): <ul> <li>At least 7 years of working experience (2 marks)</li> <li>Minimum 3 years of working experience with Central/State Governments or their agencies/PSUs/DFIs/Multilateral/Bilateral agencies/NBFCs – (3 marks)</li> <li>Experience of working in key areas such as industrial promotion/MSME Development/Enterprise development/Cluster development/Financial inclusion/ similar or related areas pertaining industrial sector – (4 marks)</li> </ul> </li></ul>		

B.	Other Team Members		28
B.1	Senior Consultant (1)		10
	<ul> <li>Development/Enterprise Development/Enterprise Development/Enterprise Development/Experience (8 marks):         <ul> <li>At least 5 years of working experience for report prepare programme management/ transmillar activities (3 marks)</li> <li>Experience of working in development/community</li> </ul> </li> </ul>	erience (2 marks)  kperience with central/state govt. or ation/ project content development/ ining curriculum development or key areas such as enterprise	
B.2	1. Consultants (2): Evaluation Criteria: (7 marks per CV)  Education Qualification- (3 marks):  • MBA or Postgraduate or Equivalent  Experience (4 marks):  • At least 5 years of working experience preferably in Govt. setup (2 marks)  • Minimum 1 year experience of report writing, analysis, field work. (2 marks)	<ul> <li>At least 5 years of working experience in customer</li> </ul>	18
3.	Technical Presentation		25
	<ul> <li>Approach and Methodology – 5 Marks</li> <li>Implementation Plan – 10 Marks</li> <li>Presentation – 10 Marks</li> </ul>		

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# Note:

- The bidder is required to submit a copy of Work Orders with completion/ In- Progress Certificate/Letter of intent/contract agreement/Letter of Award and job completion certificate related to the activity.
- 2. The team will not be stationed in the DIC office, however, shall be available as and when the review/ update meetings are scheduled by the department.
- 3. The bidders who are eligible for technical evaluation shall be required to give technical presentation as per Fact Sheet.

#### **Method of Selection**

- The Consulting Agency shall be selected through bidding process on Quality Cum Cost Based System (QCBS) whereby technical proposal will be allotted weightage of 80% and financial proposal will be allotted weightage of 20%.
- There shall be a two-stage selection process in evaluating the proposals received.
- In the First stage, technical evaluation will be carried out of those proposals that fulfill the prequalification/ eligibility criteria.
- Technical proposals will be assessed based on a defined evaluation criterion and ranked asper
  the marks received in the technical evaluation (Technical Score). Only those bidders whose
  technical proposals score is 70 marks or more out of 100 marks shall be invited for financial
  evaluation.
- In the Second stage, financial evaluation will be carried out. Only the technically qualifying bidders would be invited for opening of the financial bid. Proposals will then finally be ranked according to their combined technical and financial scores.
- In case of matching final score, weightage will be given to highest score in technical proposal. 80% weightage shall be given to technical proposal and 20% shall be given to financial proposal. The first ranked Consulting Agency shall be selected while the second ranked will be kept in reserve. If the selected bidder refuses to take up the project, the bidder scoring the second highest score (H2) shall be Declared as the Selected Consulting Agency, subject to matching the price with that of H1 bidder, if lower.

Example: If in response to this RFP, three proposals, A, B & C, were received and the Committee awarded them 75, 80 and 90 marks respectively, all the three proposals would be technically suitable. Further, if the quoted price of proposals A, B & C were Rs.120, 100& 110 respectively, then the following points for financial proposals may be given:

A:  $100/120 \times 100 = 83.3$  points B:  $100/100 \times 100 = 100$  points C:  $100/110 \times 100 = 90.90$  points In the combined evaluation, the process would be as follows:

Proposal A:  $75 \times 0.8 + 83 \times 0.2 = 76.6$ Proposal B:  $80 \times 0.8 + 100 \times 0.2 = 84$ Proposal C:  $90 \times 0.8 + 91 \times 0.2 = 90.2$ 

Proposal C would be considered H1 and would be recommended for negotiations, if considered necessary for approval.

# **SECTION 4: TERMS OF REFERENCE (TOR)**

As per the findings from the primary survey and consultations done with Punjab's MSME's for SIP preparation, it was inferred that there is a massive requirement for capacity building of the MSME units focusing on entrepreneurship development, increase access to market, developing business opportunities for the local products, business plans to promote growth, communication skills, and collaborate with the industry experts. A robust capacity building programme targeted at building and developing the MSMEs in the state with a multi-faceted approach is imperative. The project shall target on developing comprehensive curriculum for capacity building of MSMEs and department officials across the focus sectors.

The proposed project's objectives include fostering the development of entrepreneurial skills, developing a sustainable entrepreneurial environment, and boosting the productivity and global competitiveness of MSMEs in Punjab, India. The suggested initiatives shall attempt to use components of capacity building to empower MSMEs and propel economic growth in Punjab with active engagement from industry champions consisting of large and MSME units, government officials, academic institutions, bankers etc. Building the capacities of MSMEs shall bolster the growth of the sector in the state and make the units self-sustainable in terms of decision making and promoting their businesses. The main objectives of the proposed project are:

- Promote entrepreneurship and enhance the business acumen of the entrepreneurs.
- Promote collaborative linkages between large and small enterprises.
- Developing a sustainable entrepreneurship ecosystem in the state of Punjab.
- Increase market access of the MSME units.
- Foster partnerships of the MSME units with domestic and international organizations

The Department of Industries & Commerce, Government of Punjab intends to select an consulting agency who will be responsible for implementing the proposed intervention.

#### **SCOPE OF WORK**

The proposed intervention shall focus on 12 key sectors of Punjab i.e., Machine/Power Tool, Hand Tools, Sports Goods, Food processing, Bicycle, Textile, Agriculture Implements, Pharmaceuticals, Engineering Goods, Auto & Auto Components and ESDM (emerging sector) and one potential / sunrise sector for the State of Punjab. The scope of services of the Consulting Agency will be to implement the intervention which, inter-alia includes, activities listed below:

- i. Onboard a team of 5 professionals for executing the project. These professionals shall be engaged on full time basis on this project for a period of 25 months.
- ii. Identification, Selection and Mobilization of 5000 MSME units in 12 focus sectors to be covered under this initiative.
- iii. Facilitate with the stakeholders and the Department of Industries and Commerce to conduct workshops across all the 12 identified sectors in all the districts in the Punjab.

- iv. Undertaking a comprehensive Training Need Assessment for both MSME sector and at department level to understand key gaps and develop the course content for capacity building activities of selected MSMEs and the officials of department of industries and commerce as defined in this RFP.
- v. Preparation of Training Need Assessment Report and State Level Capacity Building Action Plan for MSMEs and the department officials.
- vi. Preparation of Bilingual Course content for Focus sector MSMEs. Develop and design the curriculum and content under the guidance of Industry Associations for MSMEs to be abreast with latest development in their sector. The content needs to be bilingual i.e., in Punjabi and English and needs to be published and publicly available for all MSMEs in the State.
- vii. Preparation of Course content for the Department Officials for capacity building on focus sectors, subject areas and programmes of various line ministries of government of India.
- viii. The curriculum should primarily focus on subjects such as increase access to market, developing business opportunities for local products, focus on export promotion, collaboration with industry associations/networking, industrialists etc., development of business plans, financial modelling, business development reports, leverage social media, Environmental, Social and Corporate governance, industrial security and safety, communication and marketing etc. The course content for the sector specific classroom training will cover sector knowledge, best practices, international case studies, export potential, technology and R&D, marketing and branding, packaging.
- ix. Define the parameters/criteria of assessment of MSMEs in consultation with the industry associations and GM DICs.
- x. Conduct initial screening/assessment to identify MSMEs who will be undergoing training. The assessment would assess the existing entrepreneurial acumen as this would help in identifying the level the MSME and the amount of capacity building would be required.
- xi. Develop an assessment questionnaire and conduct assessment of the MSME units.
- xii. Prepare and submit a project implementation plan (month-wise and year-wise) as per the template shared by the Department.
- xiii. Assist in structured interface/ workshop with stakeholders and related departments, financial Institutions, research and development institutions etc.
- xiv. Assist in communication and dissemination of information, exchange of knowledge and experience.
- xv. Any other activity related to implementation, management, monitoring of the Intervention, not specified within the above scope of services.
- xvi. Submission of Quarterly and Yearly progress reports to the satisfaction of the Department of Industries and Commerce.

# **SECTION 5 – DELIVERABLES & TERMS OF PAYMENT**

The overall duration of the project shall be twenty-five (25) months. The Consulting Agency will follow the below mentioned deliverables. Payment will be released based on the achievement of payment milestones against the deliverables mentioned in the table below.

Component	Deliverable	Timelines	Payment Milestone
A	Engagement of 5 Professionals for full time i.e. 25 months	T+25 Months	100% of the total man-month cost quoted for 5 professionals (Form11)
A.1	Onboarding of team and submission of Inception Report	T + 1 month	10%
A.2	Quarterly Progress Report for 8 Quarters (8 QPRs) QPRs shall include activities to be performed – organizing workshops, data collection, programme monitoring, industry interactions, obtaining feedback etc.	Quarterly	72% (9% for each quarter)
A.3	Yearly Progress Reports (2 YPRs)	Annual	8% (4% for each year)
A.4	Project Completion Report	T+25 months	10%
В	Development of Bilingual (English & Punjabi) course content for Capacity Building of Select MSME Units in Focus Sectors with an objective to enable scaling up of their business	T+12 Months	100% of the total cost quoted for Assignment 1 (Form11)
B.1	Submission of Training Need Assessment Report and the Capacity Building Action Plan	T+1.5 Months	30%
B.2	Submission of Bilingual Course content for Focus sector MSMEs	T+3 Months	40%
B.3	Successful execution of 5 trainings in each focus sectors based on the content developed by the bidders	T+ 12 Months	30%
С	Content/Curriculum Development for capacity Building of Industries & Commerce on Focus Sectors, Subject areas, Programs of various line ministries	T+12 Months	100% of the total cost quoted for Assignment 2 (Form11)
C.1	Submission of Training Need Assessment Report and the Capacity Building Action Plan	T + 3 Months	30%
C.2	Submission of Course content for the Department Officials	T+5 Months	40%
C.3	Successful execution of 2 trainings on the content developed by the bidders	T+12 Months	30%

T: Date of issue of Letter of Awards

# Note:

1. Payment(s) shall be released post satisfactory completion of the respective milestone(s) and with due approval(s) from the competent authority in the Department.

#### **SECTION 6 - GENERAL INFORMATION AND TERMS AND CONDITIONS:**

The Department reserves the right to withdraw/ cancel/ modify any action to this invitation without any prior notice. Notwithstanding anything contained in this document, the department reserves the right to accept or reject any request/proposal, or to annul the Tender process or reject all requests/proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof. This bid will be governed by the terms and conditions laid out in this RFP.

# 6.1 Cost of proposal:

- i. The tender document fee amounting to Rs 5,000/- shall be deposited online through eprocurement portal.
- ii. The scanned copy of the same (receipt etc.) must be uploaded online. Proof of receipt to be submitted with the bid.
- iii. The tender document fee is not transferable to any other bidder.
- iv. The Bidder will bear all the cost associated with the preparation and submission of proposal.

#### **6.2** Performance Bank Guarantee:

- i. The Bidder shall submit an irrevocable PERFORMANCE BANK GUARANTEE of 3% (three percent) of the total bid value (excluding GST) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within 14 days of issue of letter of award.
- ii. A letter of award shall be issued in the first instance informing the successful bidder of the decision of the competent authority to accept his bid and the contract shall be signed only after the performance bank guarantee is received by the department. In case of failure by the consulting agency to furnish performance bank guarantee within the specified period, the department shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Earnest Money Deposit (EMD).
- iii. The performance bank guarantee shall be initially valid up to the stipulated date of completion of project plus 60 days beyond that. In case the time for completion of work gets enlarged the bidder shall get the validity of performance bank guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the bidder, without any interest.

# 6.3 Obligations of the Consulting agency:

i. The Consulting Agency shall perform the services and carry out the services with all due diligence, efficiency and economy, in accordance with generally accepted professional

- standards and practices, and shall observe sound management practices.
- ii. The Consulting Agency shall always act, in respect of any matter relating to the Services, as a faithful adviser to the Department, and shall always support and safeguard the Departments legitimate interests in any dealings with the third parties.
- iii. The Consulting Agency shall employ and provide qualified and experienced manpower as are required to carry out the Services.
- iv. The Consulting Agency may subcontract part of the Services to an extent as may be approved in advance by the Department. Notwithstanding such approval, the Consulting agency shall retain full responsibility for the Services.
- v. All records, data, etc. related to this engagement shall be maintained and kept updated by the consulting agency in hard and soft mode for issuance to the Department as and when asked. The consulting agency may also manage to compile day-to-day physical and Financial Transactions related to this engagement for issuance to Department for scrutiny and audit at its end.

# 6.4 Signing of Contract:

The Bidder shall be required to enter into a contract incorporating all agreements between the bidder & the department, including any agreements reached during the negotiation process, if any with the Authorized Representative/Committee, within twenty-one (21) days of the award of the contract or within such extended period, as may be specified by the department. This contract shall be on the basis of this document, the bid of the bidder, the letter of award and such other terms and conditions as may be determined by the department to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

# 6.5 Confidentiality:

- i. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- ii. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under these tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- iii. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment thereof, and any Attachment or Annexure hereof.
- iv. Consulting Agency may disclose confidential information: (a) to its employees, directors,

officers and subcontractors, on a need-to-know basis, as required for performance of services, provided such employees, directors, officers and subcontractors are bound by confidentiality obligations; (b) where required by applicable law or regulation or for regulatory and compliance (both internal and external) purposes.

v. Confidentiality obligations will survive for a period of 1 years from the date of expiry or termination.

#### 6.6 Penalty:

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, department reserves the right to impose penalty @ 2% per month for each default on the fees amount. The department reserves the right to recover any dues payable by the selected Bidder / penalties from any amount outstanding to the credit of the selected bidder, including the pending bills and/or forfeiting the bank guarantee under this contract.

### 6.7 Substitution of Key Personnel

The Selected Bidder may substitute Key Personnel during the project if the Key Personnel is not available for reasons of any incapacity, resignation or due to health, subject to equally or better qualified and experienced personnel being provided with the written approval of department. Replacement which is not approved by department will attract penalty of 5% of the fee in which key personnel is not available.

#### 6.8 Limitation of Liability:

The entire and collective liability of Consulting Agency a shall be maximum of the total contract value (excluding GST). Consulting Agency shall not be liable for any indirect or consequential losses of any nature for any amount over and above the total contract fee.

#### 6.9 Termination:

- i. Either Party may terminate the contract by giving written notice to the other Party if (i) the other Party materially breaches the Agreement and does not remedy the breach within 30 (thirty) days of receipt of such written notice, or (ii) the other Party is or appears likely to be unable to pay its debts or become insolvent, or (iii) continuation cause breach of applicable law or regulation.
- ii. The Department may terminate this Agreement, upon a15 days written notice to the successful bidder/ consulting agency if the Department reasonably determines that the successful bidder/ consulting agency is unable to perform satisfactorily as per the scope of work assigned to the successful bidder/ consulting Agency.
- iii. Upon early termination of the contract, the Department is liable to make payments to the successful bidder/ consulting agency only till the date of issuance of notice but not for notice period. The Department may however additionally forfeit the Performance Bank Guarantee if the successful bidder/ consulting agency is found professionally incompetent to accomplish

the assigned task.

# 6.10 Indemnity:

The indemnities set out in this agreement shall be subject to the following conditions:

- i. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- ii. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense.
- iii. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnified Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses;
- iv. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- v. all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- vi. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- vii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- ix. If a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).

# 6.11 Failure to agree with terms & conditions of the RFP/Contract:

Failure of the successful bidder to agree with the terms & conditions of the RFP/ contract shall constitute enough grounds for the annulment of the award, in which event the department may make

the award to the next best value bidder or call for new bids.

#### 6.12 Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, Punjab Transparency in Public Procurement Act, 2019 & Punjab Transparency in Public Procurement Rules, 2022, the laws of India and the Courts in Chandigarh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the
- b) Bidding Process or modify the dates or other terms and conditions relating thereto;
- c) consult with any Bidder in order to receive clarification or further information;
- d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases department, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

# 6.13 Resolution of disputes:

- i. The Department and the selected Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- ii. If, after thirty (30) days from the commencement of such informal negotiations, the department and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution by a mechanism, including the appointment of an independent person, by the Director, Department of Industries & Commerce, Punjab
- **iii.** In the event when no settlement can be reached through such negotiation, consultation or independent person and a court dispute arises, jurisdiction of Courts in Chandigarh shall be binding on both parties. Each party shall bear its own expenses on account of attorney fee and other costs incurred in such case.

#### 6.14 Force Majeure:

#### Dowmloaded from SkillCouncils.com

The successful Bidder shall not be liable for forfeiture of its implementation guarantee, performance security, liquidated damages, or termination of contract, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For the purpose of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the successful bidder fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the department in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force majeure situation arises, the bidder shall promptly notify the department within a period of 14 days in writing of such condition and the cause there of unless otherwise directed by department in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If a force majeure situation arises, and the successful bidder is not able to execute the work, no claim for the payment shall be considered for that period.

#### **SECTION 7: FORMS**

# Form 1: Letter of Submission of Application

To,

The Director

Department of Industries and Commerce,
Government of Punjab,
Tel:

Email:

Subject: Selection of an expert agency for Capacity Building of select MSME units and the department under the Raising & Accelerating MSME Performance (RAMP) programme of Government of India.

Sir,

- 1. With reference to your RFP document dated....., we, having examined the RFP documents and understood their contents, hereby submit our application for the aforesaid assignment. This application is unconditional.
- 2. All information provided in the proposal and in the appendices is true and correct.
- 3. This statement is made for the express purpose of showing interest as an applicant for undertaking the assignment.
- 4. We acknowledge that RFP is a process to identify the interested bidder to undertake the scope of work.
- 5. We understand that you may cancel the application process at any time and that you are neither bound to accept any application that you may receive nor to invite the applicants to apply for the assignment, without incurring any liability to the applicants, in accordance with the RFP document.
- 6. We declare that we are not a member of any other firm applying for this assignment.
- 7. We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, we submit this application under and in accordance with the terms of the RFP document.

Yours sincerely,

Authorized Signature:

Name and Title of

Signatory:

Name of the Applicant Address, Telephone:

Form 2: Particulars of Bidders				
Name of the Bidder:				
2. Office address:	_			
Constitution of the Bidder:				
4. PAN number:				
5. Company registration (of the lead bidder	in c	ase c	f a	consortium):
6. GSTIN:				
7. Any other details:				
Details of contact Persons				
Name of authorized person/ head:				
9. Father Name:				
10. Designation:				
11. Contact Tel no.:	_			
12. Mobile no.:				
13. Fax no.:				
14 EmpiliDe				

(The information shared on the registered email, will be considered to have been received by the developer)

15. Postal address:

(Signature of Authorized signatory)

Name and Title of Signatory:

orm 3: Self Declaration
I,declare that:
I have not been barred by any court of law from participating in any such activity.
I have not been blacklisted by and state\centre government or their agencies.
All information provided by me in this proposal is true to best of my knowledge.
I have submitted below documents
Application form (Duly filled)
2. Application Fee of Rs. <> (non-refundable) 3
<ul> <li>I have received the Acknowledgement receipt from &lt;&gt;</li> </ul>
Signature of Authorized Representative
Name:
Seal:

# Form 4: Project Credentials (Details of Eligible Projects)

Project Name:	Country:		
Location within Country:	Key professional staff Provided by Your Firm/entity (profiles):		
Name of Client:	No. of Staff:		
Address: No. of Staff-Months; duration of assignment:			
Name of Associated Applicants, if any:  No. of Months of Key professional staff, provide by Associated Applicants:			
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Staff:			

#### Note:

- 1. Only the eligible projects that satisfy Technical Capacity criteria shall be included.
- 2. All the Financial numbers are to be given in INR
- 3. The following documentary evidence must be submitted along with the Proposal, to support Technical Capacity claim:
  - A Work Order/ Letter of intent/contract agreement/Letter of Award and job completion certificate related to the activity from appropriate authorities / clients, clearly showing project cost, size, scope of the Bidder and completion date;
  - Relevant pages of the work order / letter of award / contract / agreement etc. Relevant pages shall mean the Preamble of such contract / agreement detailing the parties, section containing information on project details like size / cost, and the last pages detailing the signatories.

(Signature of Authorized Signatory)

Company seal & stamp)

# Form 5: Certificate from Statutory Auditor

(To be filled, signed, scanned and uploaded in prequalification section of e-tendering portal)

(On the letterhead of statutory auditor)

The Director
Department of Industries & Commerce, Government of Punjab,
Udyog Bhawan, Sector 17,
Chandigarh-160017, Chandigarh, INDIA

#### **CERTIFICATE**

We hereby certify the following information on the basis of the audited Profit and Loss Accounts for the Financial Years ended on FY 2021-22, FY 2022-23 & FY 2023-24 of [Name and Address of the Bidder]

Financial Year ended on	Turnover from Consulting Agency (exclusive of taxes) (Amount in INR)
31 March 2022	
31 March 2023	
31 March 2024	

We further certify that [Name of the bidder] has average annual turnover of Rs...... crores (exclusive of taxes) in India in last three consecutive financial years (FY 2021-22, FY 2022-23 & FY 2023-24).

We also certify that [Name of the bidder] does not have negative net worth in last three consecutive financial years (FY 2021-22, FY 2022-23 & FY 2023-24).

Signature, Address, Seal & Membership No. of Statutory Auditors

# Form 6: Declaration Letter for No Pending Litigations and Non-Blacklisted Company/Firm

[Bidders are required to submit signed and stamped Declaration letter as given here on their letterhead]

То

The Director
Department of Industries & Commerce, Government of Punjab,
Udyog Bhawan, Sector 17,
Chandigarh-160017, Chandigarh, INDIA

Subject: Declaration for no pending litigations in Courts/Tribunals and not being ineligible due to corrupt or fraudulent practices or blacklisted by any Government or Public Sector Units in India

Dear Sir,

We, the undersigned, hereby declare that:

We have no pending litigation on account of similar services in various Courts/Tribunals as on last date of submission of the Bid and have not been blacklisted by any State or Central Government for any reason as on last date of submission of the Bid nor have been convicted of economic offence in India for any reason as on last date of submission of the Bid.

Thanking you,
Yours faithfully,

(Signature of the Bidder)

**Printed Name** 

Designation

Seal

Date:

Place:

**Business Address:** 

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# Form 7: Profile of Resources

< <picture of="" proposed="" resource="" the="">&gt;</picture>	1. Name						
	2. Proposed Position						
	3. Date of Birth						
	4. Education						
Employment Record	From To			Company		Position Held	
2. Brief Profile							
3. Languages			Spea	aking Reading			Writing
	English						
	Punjabi						
	Hindi						
4. Work Undertaken that Best	Illustrates Ca	apabilit	y to F	landle the	Task Assigr	ed	
Name of work:							
Year:							
Location:							
Company:							
Position Held:							
Main features:							
Activities performed:							

# Form 8: Format of Bank Guarantee for Performance Security

To,

The Director

Department of Industries & Commerce, Government of Punjab,

Udyog Bhawan, Sector 17,

Chandigarh-160017, Chandigarh, INDIA

- 1) This deed of Bank Guarantee made this <<day>> day of <<month>><<year>> by <<Name of Bank>> having its office at <<office address of the Bank>>, hereinafter referred to as "The Bank" which expression shall include their successors, in favor of [Authority Name] situated at [Address] (hereinafter referred to as the "Authority" which expression shall include their successors).
- 2) Whereas DIC has issued notification no. <<Notification no.>> dated <<date of notification>> to M/s <<Name of the Company>> a company incorporated in India under the Companies Act, 1956/2013 and having its registered office at <<registered office address>> (India) and place of business at <<br/>business address of company>> hereinafter referred to as "The Company" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office and assigns) for Selection as Consulting Agency for <<pre><<pre>cproject name>>.
- 3) In consideration DIC selecting the Company as to <<pre>conditions of the Agreement entered into between DIC and the Company, we the Bank, hereby irrevocably and unconditionally guarantee to pay DIC on first demand without demur any sum up to Rs<<a href="amount">amount</a> (Rupees <<in words>>) merely on claim or demand by telex and/ or writing by the Department by reason of breach by the Company of any of the terms or conditions contained in the said Agreement or by reason of the Company's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
- 4) We, the Bank, undertake to pay to DIC any money so demanded notwithstanding any dispute(s) raised by the Company in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Company shall have no claim against us for making such payment.
- 5) The Bank's liability herein contained in this guarantee shall not be impaired or discharged by any extension of time or any forbearance of neglect on the part of DIC or any variations or alterations made, considered or agreed to with or without knowledge or consent of the Bank by or between DIC and the Company.
- 6) The guarantee shall remain in all force and effect during the period that would be taken for the

performance of the said Agreement and that it shall continue to be enforceable till all the dues of DIC under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or up to 27 months from the date of its execution i.e. up to <<day>> day of <<month>><<year>> , or DIC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company and accordingly discharges this guarantee

- 7) We, the Bank, further agree with DIC that DIC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Company from time to time or to postpone for any time or from time to time any of the powers exercisable by DIC against the Company and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the Company or for any forbearance, act or omission on the part of DIC or any indulgence by DIC to the said Company or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- 8) The Bank Guarantee shall not be discharged due to any change in the constitution of the Bank or the Company.
- 9) NOTWITHSTANDING anything contained herein,
  - Our liability under this Bank Guarantee is restricted to Rs<<amount>> (Rupees <<in words>>), b. This Bank Guarantee shall be valid up to dd.mm.yyyy inclusive of the claim period, and
  - II. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if DIC serve upon us a written claim or demand on or before dd.mm.yyyy.
- 10) We, the Bank, undertake not to revoke this Bank Guarantee during it currency expect with the previous written consent of DIC in writing and the guarantee shall be continuous and irrevocable upto the sum stated hereinabove.

Place:
Date:
(Signature of Authorized signatory & Stamp of Bank)

# Form 9: Format for Power of Attorney for Authorized Signatory

I/We, [Name of Bidder], a Company registered under the Companies Act, 1956/2013/LLP Act and having its registered office at [Address] ("Company") do hereby authorize [name of authorized person] to do any / all of the following things:

- 1) To sign, execute, forms, undertakings, affidavits, declarations, applications, documents, papers and other related documents in connection with the project [name of project].
- 2) To represent the Company/Firm in all respects in connection with above matter;
- 3) To do all/any other incidental things for carrying out the action required under point No. 1 & 2 above.

I/We hereby agree to ratify the lawful actions in relation to the aforesaid bid/tender, which the person authorized herein above shall do, perform on our behalf.

This Specific Power of Attorney has been issued under the authority of [name] on this [date] at [Place] and shall be valid for a period of [period of validity] from the date of its execution unless revoked earlier.

For [Name of Bidder]	Accepted
Witness:	
(Name and office address of the witness)	

rom: Name of Bidder	
0	
he Director	
•	s & Commerce, Government of Punjab
dyog Bhawan, Sector-1	17
handigarh-160017	
	consulting agency for Capacity Building of select MSME units and the Raising & Accelerating MSME Performance (RAMP) programme of
	ffer to provide the services as consulting agency for Capacity Building of the department in the state of Punjab under the Raising & Accelerating
ISME Performance (RA	MP) programme of Government of India.
accordance with your	r RFP, our Financial Proposal for assignment is for the sum total of Rs.
(in lacs)	(Amount in words and figures). This amount is inclusive of taxes. The
reakup of the amount re	esource wise is as under:

Sr.	Manpower	Man	Man Month	Total	Applicable	Total	
No.		Months	Rate Per Month	Amount	Taxes on	Amount in	
			In INR	In INR	Value at C	INR	
			Exclusive	Exclusive		Inclusive	
			Taxes	Of Taxes		of	
						Taxes	
Α	Designation	Α	В	C=(A*B)	D	E=(C+D)	
1	Team Leader	25					
2	Senior	25					
	Consultant						
3	Consultant 1	25					
4	Consultant 2	25					
5	Consultant 3	25					
					Sub-total (A)		
В	1	Assignme	nt 1				
6	Development of	f Bilingual (	English & Punjabi)				
	course conten	t for Cap	acity Building of				
	Select MSME U	Jnits in Foc	us Sectors with an				
	objective to enable scaling up of their						
	business						
					Sub-total (B)		
С		Assignme	nt 2				
7	Content/Curricu	ılum De	evelopment for				
	capacity Buildir	ng of Indus	tries & Commerce				
	on Focus Secto	ors, Subjec	t areas, Programs				
	of various line n	ninistries					
					Sub-total (C)		
Tota	I Bid Amount in	figures (Ir	nclusive of Taxes):				
Total Bid Amount if words (Inclusive of Taxes):							

# Note:

- Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the proposal as per RFP No. **DIC/PIU/RAMP/PB4&5/2024-25/01**.
- The offer price quoted by us is inclusive of all i.e. A, B, C mentioned above, not specifically
  mentioned in the RFP document, but essential for successful completion of assignment.
- We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption in force in India.
- These rates would be valid for the period of assignment and any additional manpower required would be provided on the above-mentioned rates. These rates will also use in

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case of subsequent reduction in manpower.	
Yours Sincerely,	
Authorized Signature: Name and Title of Signatory	
Name of Bidder:	
Address:	