

**TEXTILES COMMITTEE
MINISTRY OF TEXTILES
GOVERNMENT OF INDIA
P BALU ROAD, PRABHADEVI, MUMBAI
Tel: 022-66527506/507/563 Fax: 022-66527509
Email: secy.tc@nic.in; web: www.textilescommittee.nic.in**

REQUEST FOR PROPOSALS (RFP)

for

Selection of Consultancy organization/firm to organise Concurrent Evaluation of Samarth Scheme

Issuing Authority

Secretary
Textiles Committee

16th January, 2023

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REQUEST FOR PROPOSALS

The Ministry of Textiles (MoT) has introduced a scheme titled “Scheme for Capacity Building in Textile Sector (SCBTS)” known as “(Samarth)” with a view to transform the unskilled manpower to skilled workforce in various sectors like Garment, Knitting, Processing, Manmade & Synthetic fibres and other unorganised textile sector/sub-sector and trade including traditional sectors like Jute, Silk, Handloom, Handicraft & Carpet by running the certified skill development programme in these sectors across the country. The proposed scheme was launched originally with a physical target to train 10 lakh personnel (9 lakh personnel in organised & 1 lakh personnel in traditional sectors) over the period of 3 years (2017-2020). The scheme date time has since been extended to 2024 with a revised training target of 3 Lakh.

Textiles Committee under the Ministry of Textiles, Government of India, which is functioning as Resource Support Agency (RSA) under the Samarth Scheme, proposes to engage a reputed consulting firm with relevant expertise and experience to organize concurrent evaluation of Samarth Scheme. The Textiles Committee therefore invites online proposals from management consulting firms in accordance with the Terms of Reference specified in the RFP document. The RFP document can be downloaded from the Textiles Committee’s web-site www.textilescommittee.nic.in, <https://gem.gov.in/> and <https://eprocure.gov.in/eprocure/app> after the date as mentioned in critical date sheet.

Interested applicants are requested to submit their responses online to the “RFP” through Central Public Procurement Portal or Government e Marketplace (GeM) portal on or before due dates and time mentioned in critical date sheet with link (<https://eprocure.gov.in/eprocure/app>). Manual bids shall not be accepted.

Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal or GEM portal for e Procurement at <https://eprocure.gov.in/eprocure/app> and <https://gem.gov.in/>.

CRITICAL DATE SHEET

Published Date	January 17, 2023
Bid Document Download / Sale Start Date	January 17, 2023
Clarification Start Date	January 17, 2023
Clarification End Date	January 23, 2023
Pre bid meeting	January 27, 2023
Bid Submission End Date	February 6, 2023
Bid Opening Date	February 7, 2023

Disclaimer

1. This RFP document is neither an agreement nor an offer by Textiles Committee, Ministry of Textiles, Government of India to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. Textiles Committee does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for Textiles Committee to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by Textiles Committee in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. Textiles Committee will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract and tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Textiles Committee or their employees, any Consulting Firm or otherwise arising in any way from the selection process for the Assignment. Textiles Committee will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. Textiles Committee will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that Textiles Committee is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and Textiles Committee reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. Textiles Committee also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Textiles Committee accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Textiles Committee reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available Textiles Committee's web-site www.textilescommittee.nic.in, <https://gem.gov.in/> and <https://eprocure.gov.in/eprocure/app>

A Consulting Firm will be selected as per Quality cum Cost Based Selection (QCBS) process

The RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Terms of Reference

SECTION 4: Submission of Tender

SECTION 5: Financial Proposal - Standard form

SECTION 6: Instructions for Online Bid Submission

The official website for accessing the information related to RFP is:
<http://textilescommittee.gov.in/>, <https://gem.gov.in/> along with CPPP
(<https://eprocure.gov.in/eprocure/app>)

Yours sincerely,

Secretary
Textiles Committee,
Ministry of Textiles

SECTION 1: Letter of Invitation

Selection of Consultants for organizing concurrent Evaluation of Samarth Scheme

1 Introduction

- 1.1 The Ministry of Textiles launched Samarth - Scheme for Capacity Building in Textile Sector (SCBTS) as a scheme in 2017 for a period of 3 years with an objective to skill the youth for gainful and sustainable employment in the textile sector. In order to meet the skill gap in the industry and also to supplement its efforts initiated through the Special Package for Garments and Madeups, the Government approved the scheme titled as “Scheme for Capacity Building in Textile Sector (SCBTS)” for the entire value chain of textiles except Spinning and Weaving in the organized sector. Period of scheme was initially was for three years from 2017-18 to 2019-20 with an outlay of Rs. 1300 crore. But now the implementation timeline has been increased for another 3 years (upto 2023-24). The extended scheme has a target to train 3 lakh persons.
- 1.2. The Scheme focuses to provide demand driven, placement oriented National Skills Qualifications Framework (NSQF) compliant skilling programmes to incentivize and supplement the efforts of the industry in creating jobs in the organized textile and related sectors, covering the entire value chain of textiles, excluding Spinning and Weaving.
- 1.3. To promote skilling and skill up-gradation in the traditional sectors of handlooms, handicrafts, sericulture and jute and enable provision of sustainable livelihood either by wage or self employment to all sections of the society across the country.
- 1.2 The guidelines of the Scheme may be referred to from Ministry’s website <https://samarth-textiles.nic.in/> or <http://texmin.nic.in/schemes/samarth>
- 1.3 Under the Samarth Scheme there are about 126 active Implementing Partners for entry level training and 37 for Up/Re-skilling have been approved for undertaking skill development. Besides this, there are 59 assessment agencies for carrying out the assessment activities under the scheme. As on 13.09.2022, there are total 194 Implementing Partner (both entry level and up/res under the scheme, 58 assessment agencies, 6 Training of Trainer (ToT) providers (2 for Entry level & 4 for up-skilling/Re-skilling). A total of 1,07,262 trainees have undergone training under the Scheme out of which the assessment of 1,02,887 trainees has been completed and 61,550 trainees have been employed or placed. The reach of the scheme as of now has been spread in 36 States & UTs, 7 sectors and 1327 training centers. (As per https://samarth-textiles.gov.in/public_dashboard/dashboard)
- 1.4 Textiles Committee under the Ministry of Textiles, Government of India, which is functioning as Resource Support Agency (RSA) under the Samarth Scheme invites bidders to submit their technical and financial bids to participate as a consultancy firm for concurrent evaluation of Samarth Scheme.

2. Detailed Terms of Reference (ToRs), Objectives and Scope of work:

Textiles Committee, Ministry of Textiles proposes to engage a reputed Consulting Firm/organisation with relevant expertise and experience to organize the study to evaluate the Samarth scheme and meet Terms of References (ToRs) formulated for organising the study to evaluate the Samarth scheme.

Concurrent Evaluation of Samarth scheme would be done in terms of implementation to identify critical success factors along with bottlenecks in its implementation, modifications/rationalizations of the components, improvements to be made in implementation framework, etc. besides assessing the social impact of the scheme over the period.

The study will look into the following aspects:

- a. To examine the supply of skilled manpower for meeting the demand of Industries/Associations through this scheme and suggest corrective measures to address the gap, if any.
- b. To assess the sectors and courses offered under the scheme are as per the current Industry requirement and specify sector and course wise demand for future requirement.
- c. To determine whether the beneficiaries trained under the scheme are placed in entire value chain of Textile sector excluding spinning and weaving in organized sector and provided with sustainable livelihood post placement of the beneficiaries.
- d. Examine the extent to which scheme has helped in skill upgradation of beneficiaries of traditional sector and suggest measures for further improvement.
- e. To assess the increment in remuneration to the beneficiaries after their successful completion of training programme under Upskilling/Reskilling.
- f. To assess the effectiveness of MIS for better monitoring, quality of training programme, record keeping and for maintaining transparency and suggest measures for improvement/upgradation.
- g. To examine the methodology followed by RSA for selection of Assessment Agencies, accreditation of assessors and provide suggestions for improvement.
- h. To obtain the feedback of the trained beneficiaries with respect to quality of training programme and submit constructive suggestion for improvisation.
- i. Analyze the internet connectivity issues in AEBAS attendance system and suggest measures to address the same.
- j. To examine the outreach of the programme in terms of inclusion of marginalized social groups like women, SC/ST, differently-abled persons and aspirational districts.
- k. To assess the skilling requirement of industry in spinning and weaving, whether these are adequately met in other schemes and identify gaps if any.

1. Any other relevant information

3. Basic Qualifications of the Bidders

Technically qualified and financially sound Consultancy firms/organisations having experience and expertise of providing management consultancy service to textile sector may apply. The firm should have minimum 5 years of experience and average annual turnover of minimum Rs. 5 crore for last 3 years. The firm should have All India presence with operations in a minimum of 5 states. The bidder will have to submit credentials and documents in support of their experience of working with textile sector. Consortium and tie-ups are not allowed. Bidder should have experience of providing consultancy service to at least 5 agencies (Government/ PSU/ autonomous body).

3.1 The agencies which are associated with the implementation of Samarth scheme of the Ministry of Textiles are not eligible to bid.

SECTION 2: Instructions to Applicants

2.1 Introduction

2.1.1 The Client named in the Data Sheet (Section 2.12) will select an organization in accordance with the method of selection specified in the Data Sheet. Applicants are advised that the selection of Consulting Firm shall be on the basis of an evaluation by Client i.e., Textiles Committee, through the selection process specified in this RFP (the “Selection Process”). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client’s decisions are final without any right of appeal whatsoever.

2.1.2 The Applicants are invited to submit Technical and Financial Proposals (collectively called as “the Proposal”), as specified in the Data Sheet, for the services required for the Assignment.

The Proposal will form the basis for grant of work order to the selected Consulting Firm/Organisation. The Consulting Firm/Organisation shall carry out the assignment in accordance with the Terms of Reference of RFP (the “TOR”).

2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted as per the forms given in relevant sections herewith.

2.1.4 Applicant shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.

- 2.1.5 Client requires that the Applicant hold Client's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.
- 2.1.6 It is the Client's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the Client:
- a. will reject the Proposal for award if it finds that the Applicant is engaged in corrupt or fraudulent activities in competing for the work order in question;
 - b. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
- 2.1.7 Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Secretary, Textiles Committee, whose decision shall be final.
- 2.1.8 Termination of Assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.
- 2.1.9 The Applicant shall submit his proposal online in four covers containing details of Fee, Pre-Qualification, technical bid and price bid online only at <https://gem.gov.in/> or <https://eprocure.gov.in/eprocure/app>
- 2.1.10 Number of Proposals: No bidder shall submit more than one bid.
- 2.1.11 Right to reject any or all Proposals:
- (i) Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- (ii) Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) The Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.12 Acknowledgement by Applicant: It shall be deemed that by submitting the Proposal, the Applicant has:

- 2.1.12.1 made a complete and careful examination of the RFP;
- 2.1.12.2 received all relevant information requested from the Client;
- 2.1.12.3 accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
- 2.1.12.4 satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- 2.1.12.5 acknowledged that it does not have a Conflict of Interest; and
- 2.1.12.6 agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.1.12.7 The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/or its consultant.

2.2 Clarification and amendment of RFP documents

Applicants may seek clarification on this RFP document as per CRITICAL DATE SHEET of this RFP document. Any request for clarification must be uploaded on <https://gem.gov.in/> or <https://eprocure.gov.in/eprocure/app>.

The Client will endeavor to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website viz <https://gem.gov.in/> or <https://eprocure.gov.in/eprocure/app>

- 2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the gem and e-procurement website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.
- 2.2.2 Date of Pre-Bid Meeting and venue is mentioned in CRITICAL DATE SHEET. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Earnest Money Deposit and RFP Processing Fee

- 2.3.1 A Earnest Money Deposit (refundable) in the form of a Demand Draft/ Bankers' Cheque, from any commercial/scheduled bank in India to be drawn in favour of "Textiles Committee", Mumbai, payable at Mumbai, for the sum of Rs 1,00,000/- (Rupees One Lakh Only) shall be required to be submitted by each Applicant. The physical copy of EMD should be submitted on or before bid submission end date and time. The scanned copy of EMD must be uploaded on <https://gem.gov.in/> or <https://eprocure.gov.in/eprocure/app>). The address for submission of original EMD is,

Dr. Tapan Kumar Rout,
Director (M.R),
Textiles Committee, Ministry of Textiles,
Government of India,
P Balu Road, Prabhadevi, Mumbai – 400 025.

- 2.3.2 The Demand Draft/ Bankers' Cheque in original shall be placed in a separate envelope and marked as "EMD-[name of assignment]" and "Not to be opened except in the presence of Evaluation Committee". Original EMD should reach physically at Textiles Committee, Ministry of Textiles, Government of India, P Balu Road, Prabhadevi, Mumbai – 400 025 on or before bid Submission date/time as mentioned in critical date sheet. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 2.3.3 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Earnest Money shall be returned,

without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFP and work order.

- 2.3.4 Client will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client's any other right or remedy under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP;
 - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
 - (iii) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.
- 2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 2.3.6 An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.3.7 An RFP Processing Fee (Non refundable) in the form of a Demand Draft/ Bankers' Cheque, from any commercial/scheduled bank in India to be drawn in favour of "Textiles Committee", Mumbai, payable at Mumbai, for the sum of Rs 10,000/- (Rupees Ten thousand Only) shall be required to be submitted by each Applicant. The physical copy of RFP processing fee should be submitted on or before bid submission end date and time. The scanned copy of RFP processing fee must be uploaded on <https://gem.gov.in/> or <https://eprocure.gov.in/eprocure/app>. The address for submission of original RFP processing fee is,

Dr. Tapan Kumar Rout,
Director (M.R),
Textiles Committee, Ministry of Textiles,
Government of India,
P Balu Road, Prabhadevi, Mumbai – 400 025.

2.4 Preparation of proposal

- 2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The TC will evaluate only those Proposals that are received in the specified forms and complete in all respects.

- 2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document.
- 2.4.3 The technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the technical proposal.
- 2.4.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, TC will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 2.4.5 The Proposals must be digitally signed by the Authorized Representative (the “Authorized Representative”) as detailed below:
- (i) by the proprietor in case of a proprietary firm;
 - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (iii) by a duly authorized person, in case of a Limited Company or a corporation;
- 2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. However, for the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 2.4.7 **Financial proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over

and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

2.5 Submission, receipt and opening of proposals

2.5.1 The Proposal must be uploaded on <https://eprocure.gov.in/eprocure/app> or <https://gem.gov.in/>

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-qualification, Technical and Financial proposal using signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

2.5.3 The Applicant shall submit his proposal online in two covers containing details of Fee/s, Pre-Qualification, technical bid and price bid. Original EMD, RFP Processing fee should be physically deposited at Textiles Committee on or before the bid submission end date and time on the following address: **Dr. Tapan Kumar Rout, Director (M.R), Textiles Committee, Ministry of Textiles, Government of India, P Balu Road, Prabhadevi, Mumbai – 400 025.**

2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.

2.5.5 After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP details, Technical and Financial Proposals, shall remain sealed.

2.5.6 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

2.6 Proposal Evaluation

2.6.1 As part of the evaluation, the Pre-Qualification Proposal submitted (Form 4A - 4E) shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria ("Shortlisted Applicant"), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

2.6.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below.

The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

Pre-qualification

- (i) The client will satisfy itself that the applicants meet the minimum qualifications prescribed before evaluating technical and financial proposals.

Technical Proposal

- (i) the Technical Proposal is received in the form specified in this RFP;
- (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) it does not contain any condition or qualification; and
- (iv) it is not non-responsive in terms hereof.

Financial Proposal

- (i) The Financial Proposal is received in the form specified in this RFP;
- (ii) It is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iii) It does not contain any condition or qualification; and
- (iv) It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.6.3 As part of the evaluation, the Pre-Qualification Proposals submitted should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

2.6.4 Minimum Qualification Criteria

S No	Minimum Qualification Criteria	Document
1	Consulting Firm/ Bidder should be a registered firm/company/partnership/consortium and should be in operations in India for a minimum of 5 years	Form 4B (To be submitted in company letter head)
2	Consulting Firm/ Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India.	Form 4B
3	Consulting Firm/ Bidder should have an average annual turnover of Rs. 5 crore in the best three years of last five years from consultancy	Form 4C

	services.	
4	Bidder should have experience of providing consultancy service to at least 5 government agencies (Government/ PSU/ autonomous body)	Form 4D

2.6.5 A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference.

2.6.6 **Final selection:** The final selection of the consultant would be based on QCBS (Quality-Cum Cost Based Methodology). The technical score would be calculated for each applicant by the client and all the applicants who get at least 60 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 60 out of hundred would not be considered for the financial evaluation.

The financial proposals bids of only those consultants who qualify in the technical bid will be opened. The lowest bidder will be selected for carrying out the study.

2.7 Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

2.8 Fraud and corrupt practices

2.8.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

2.8.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the WORK ORDER or the Agreement, if an Applicant or Consulting Firm, as the case may be, is found by the Client 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 WORK ORDER or the execution of the Agreement, such Applicant or Consulting Firm shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such

Applicant or Consulting Firm, as the case may be, is found by the Client 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.

2.8.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.8.3.1 “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 the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER 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 the Client, 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 WORK ORDER 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 WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical consultant/ advisor of the Client in relation to any matter concerning the Project;

- a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) “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;
- c) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client 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
- d) “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.

2.9 Pre-Bid Meeting

2.9.1 Pre-Bid Meeting of the Applicants will be convened offline at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.

2.9.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process. The clarification shall be posted on the official website of Textiles Committee.

2.10 Miscellaneous

2.10.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Mumbai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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

2.10.2.1 Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

2.10.2.2 Consult with any Applicant in order to receive clarification or further information;

2.10.2.3 Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or

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

2.10.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, 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 herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.10.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consulting Firm, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to Client in relation to the assignment shall be the property of Client.

2.10.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.11 Critical date sheet

The Client will endeavor to follow the following schedule:

CRITICAL DATE SHEET

Published Date	January 17, 2023
Bid Document Download / Sale Start Date	January 17, 2023
Clarification Start Date	January 17, 2023
Clarification End Date	January 23, 2023
Pre bid meeting	January 27, 2023
Bid Submission End Date	February 6, 2023
Bid Opening Date	February 7, 2023

2.12 Data Sheet

Reference	Description
Section 1, Point 2	The objective of the appointment of Consultancy firm shall be to provide knowledge based inputs pertaining to skilling and other aspects of Textile Value Chain as per ToR and provide reliable data base for policy formulation, policy corrections & identify new measures in addition to the study report as per the ToR.
2.1.1	The name of Client is: “ Textiles Committee, Ministry of Textiles Government of India”
2.3.4	The proposal of the applicant shall be valid for 90 (Ninety) days from the Proposal Due Date.
2.2	Clarification must be requested on or before January 23, 2023. Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The requesting for clarification must be uploaded on https://eprocure.gov.in/eprocure/app or https://gem.gov.in/ .
2.2.2	Date & Time of pre bid meeting –January, 27, 2023 at 11:00 AM. The address for same is, Board Room, 5 th Floor, Textiles Committee Ministry of Textiles P Balu Road, Prabhadevi, Mumbai – 400 025
2.4.6	The last date of submission of Proposal is February, 6, 2023 before 05:00 PM. The proposal must be uploaded on https://eprocure.gov.in/eprocure/app or https://gem.gov.in/ . The address for submission of original EMD and RFP Processing fee is, Dr. Tapan Kumar Rout, Director (M.R), Textiles Committee, Ministry of Textiles,

	Government of India, P Balu Road, Prabhadevi, Mumbai – 400 025.
Form 4A and 4B	The applicant to state cost in Indian Rupees only.

2.13 Evaluation Criteria

- The Bids would be evaluated on a Technical cum Financial Evaluation methodology
- **Technical bids of only those consultants will be evaluated who meet the basic qualification criteria as stipulated in para 3 of Section 1.**
 - Technically qualified bidders will be intimated in advance and would be required to make a presentation.
 - The technical score will be evaluated as per the following parameters

S. No	Evaluation Criteria	Marks	Max. Marks
1	Past Experience of the Firm (No. of years of existence of the firm)	05-10 years = 03 marks More than 10 years= 5 marks	5
2	<u>Experience of the firm in similar assignments:</u> Evaluation and monitoring / assessment studies done in past for Government/ multilateral bodies schemes/ programmes	05-10 Studies = 6 marks More than 10 studies = 10 marks	10
3	Past Experience in Skill sector related studies	05-10 Studies = 06 marks More than 10 studies = 10 marks	10
4	Financial Strength Average annual turnover of any best three years out of last five years in (Consulting Business)	From Rs.5 Crore to Rs 10 Crore =6 Above Rs 10 Crore to 25 Crore =7 Above Rs 25 Crore =10	10
5	Presence in states as on date by having own office(proof of office or operations must be attached)	5 to 8 states=3 marks more than 8 states=5 marks	5
Methodology and Understanding ToR			
6	Educational and professional background of key personnel including experience of working in textile sector specifically with Government bodies	Comparative assessment to be done by the Evaluation Committee	10

7	Technical Approach and methodology including sampling technique, questionnaires, etc	Assessment to be done by evaluation committee based on submitted technical bid and presentation.	40
8	Work Plan and manpower deployment	Criteria are adequacy and appropriateness of the proposed methodology and work plan with respect to Terms of Reference.	10
Total			100

- Financial bids of only those agencies scoring 60 marks and above in technical evaluation shall be considered for financial evaluation. In case, none of the agencies score more than 60 marks, the evaluation committee may choose to reduce the minimum score criteria as per its own discretion.
- The lowest bidder will be selected for carrying out the study.

2.14 Payment terms:

Following is the payment terms for each assignment under this assignment will be as under:

i.	Amount to be released after submission of Inception Report & Bank Guarantee (for equivalent amount plus interest charged @ 18% per annum valid for three months)	30%
ii.	Submission and acceptance of Draft Report (Should be submitted within 75 days from the date of award of the contract)	30%
iii.	Acceptance of the Final Report (Should be submitted within two week from the date of communication of the suggestions, if any, by the Textiles Committee/ MoT).	40%

SECTION 3: Terms of Reference (ToRs)

3.0. Terms of Reference for the Consulting firm

- 3.1. The selected agency will be required to sign an agreement with the Textiles Committee.
- 3.2. The consulting firm will be engaged for a period of three months
- 3.3. Payment will be released to engaged consulting firm as per the payment terms based on achieving the milestones/deliverables which shall form part of the contract being signed with the agency.

- 3.4. The engaged consulting firm will be required to depute adequate on-site resources for organizing the concurrent evaluation study. The team members should have suitable educational and professional background to conduct the activities under the study.
- 3.5. The Terms of References (TOR)/Scope of Study of the Mid-term evaluation is as follows:
 - a. To examine the supply of skilled manpower for meeting the demand of Industries/Associations through this scheme and suggest corrective measures to address the gap, if any.
 - b. To assess the sectors and courses offered under the scheme are as per the current Industry requirement and specify sector and course wise demand for future requirement.
 - c. To determine whether the beneficiaries trained under the scheme are placed in entire value chain of Textile sector excluding spinning and weaving in organized sector and provided with sustainable livelihood post placement of the beneficiaries.
 - d. Examine the extent to which scheme has helped in skill upgradation of beneficiaries of traditional sector and suggest measures for further improvement.
 - e. To assess the increment in remuneration to the beneficiaries after their successful completion of training programme under Upskilling/Reskilling.
 - f. To assess the effectiveness of MIS for better monitoring, quality of training programme, record keeping and for maintaining transparency and suggest measures for improvement/upgradation.
 - g. To examine the methodology followed by RSA for selection of Assessment Agencies, accreditation of assessors and provide suggestions for improvement.
 - h. To obtain the feedback of the trained beneficiaries with respect to quality of training programme and submit constructive suggestion for improvisation.
 - i. Analyze the internet connectivity issues in AEBAS attendance system and suggest measures to address the same.
 - j. To examine the outreach of the programme in terms of inclusion of marginalized social groups like women, SC/ST, differently-abled persons and aspirational districts.
 - k. To assess the skilling requirement of industry in spinning and weaving, whether these are adequately met in other schemes and identify gaps if any.
 - l. Any other relevant information

- 3.6. The agency may adopt following Methodology and Sampling Plan for conducting the study.
- 3.6.1 Detailed questionnaires, sampling methodology and output formats will be prepared by the selected agency in consultation with the RSA & Textiles Committee. The agency shall interact with officials of MoT, RSA, PMU, IPs, trainees, trainers, assessors, assessing agencies, industry and other stakeholders and make visits to key stakeholders including training institutions to assess various aspects of training under Samarth as per the Terms of Reference (TOR).
- 3.6.2 The sampling technique to be applied for the purpose will be based on the stratification of the training institutes belonging to the following sectors:
- a. Garment sector
 - b. Knitting sector
 - c. Processing sector
 - d. Weaving
 - e. Traditional Sectors like Handloom, Handicrafts, Silk, Jute
 - f. MMF sector
 - g. Others, if any

All the implementing and assessment partners need to be covered for the study. It is required to identify the state-wise impact across different demographic indicators covering all the major textile clusters. The selection process to be adopted for evaluation should be as mentioned below

- Rural areas (25%)
- Semi-urban areas (25%)
- Urban areas (50%)

- 3.6.3 The sample size of the study has to be drawn as a percentage of the total available trainees. The sample to be drawn for organizing the study will be on segment basis. The sample size for each selected segments shall be as follows:

S. No	Category	% to be covered
1	Implementing Partners (Entry & upskilling)	100
2	Assessment Agency (Entry& Upskilling)	100
3	Other Stakeholders (Ministry, PMU, RSA, etc)	100
4	Training Centres (Entry & Upskilling)	10
5	Employers/Industry (Entry& Upskilling)	10
6	Trainees(Entry &Upskilling)	5

- 3.6.3.1 The sample drawn should also be representative of all sectors across country. It should also be representative geographically. 30th September, 2022 may be reckoned as last date for arriving at the total size in each of the above-mentioned categories.

3.6.3.2 The agencies should propose process of selection of trainees/employers/industry as defined in the methodology in the technical proposal

3.7. Time frame and deliverables

3.7.1 The selected agency will undertake the study as per the defined ToRs only

3.7.2 The time frame for completion of the report is 3 months from the date of placement of the work-order.

3.7.3 The selected agency shall be required to submit 10 copies of the Inception report within 30 days from the date of awarding of the contract with a presentation on ground covered along with detailed methodology adopted and schedules (with data) used for the survey for approval of the Textiles Committee & RSA.

3.7.4 The selected agency shall also provide at their own cost, soft and hardcopies of the inception report. The Final Report should be submitted at the end of the 3rd month.

3.7.5 The selected agency shall also provide Twenty five copies of the Final Report – hard copies in bound form & 10 soft copies in CD form after approval of the report.

3.7.6 The software developed for purpose of input format and output generation should be provided to the Textiles Committee alongwith the data contained in a CD and Pen Drive.

3.7.7 The Textiles Committee will carry out quality checking of minimum 10% of samples, enumerated by the Agency on random basis. The Agency shall cooperate with TC in the process of quality checking by sharing all information collected for the study as and when desired for the purpose.

3.8 Other RFP Conditions

3.8.1 **Performance Guarantee:** The successful bidder would be required to submit (and keep active for the life of the project) a Performance Guarantee (by way of Bank Guarantee) for 5% of contract value for successful performance of the activities in the contract. The Textiles Committee, Ministry of Textiles will provide the format of Performance Guarantee to the successful Bidder.

3.8.2 **Right to Termination:** The Textiles Committee, reserves the right to terminate the award of the Contract, if is of the opinion that the performance of the Agency is not satisfactory at any point of time during the period of the Contract.

3.8.3 **Right to accept/reject any Request for Proposal (RFP):** The Textiles Committee, reserves the right to accept or reject any or all Applications and to annul the selection process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

- 3.8.4 **Amendment of RFP Document:** At any time, prior to the deadline for submission of Request for Proposal (RFP), the Textiles Committee either on its own or on request of the Applicant may amend the RFP documents by issuing addendum or addenda including those issued after the pre-bid conference. These addenda shall be posted at the website of the Textiles Committee and also at e-procurement website and shall be treated as a part of the RFP Documents. The Textiles Committee may, at its discretion, extend the deadline for the submission of Applications.
- 3.8.5 **Conflict of Interest:** The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in activities that conflict with the interest of the client.
- 3.8.6 **Intellectual Property Rights (IPR):** The IPR, namely any patent, copyright, trademark, trade secret or other intellectual proprietary right, of all the database, programs, source-code, reports, Formats etc. would solely vest with the Textiles Committee.
- 3.8.7 **Confidentiality and Non-Disclosure:** The data provided by the Textiles Committee should be kept confidential. Any portion or part of the data should be produced/published or sold to others. The right to prevent unauthorized disclosures shall solely vest with the Government.
- 3.8.8 **Arbitration Clause:** Should any dispute of difference arise concerning the subject matter of these presents or any covenant or thing herein contained or otherwise arising out of this lease, the same shall be referred to Arbitrator to be appointed by the Government of India and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of the Arbitration Act 1996 or any statutory modifications thereof for the time being in force shall apply to such arbitration.
- 3.8.9 **Limitation of Liability:**
- 3.8.9.1 There shall be no such limitation in case of the Consulting Firm (CF) gross negligence or willful misconduct.
- 3.8.9.2 The liability to the employer shall in no case be limited to less than the total payments expected to be made under the agency's contract, or the proceeds the agency is entitled to receive under its insurance, whichever is higher;
- 3.8.9.3 Any such limitation shall deal only with the agency's liability towards the employer and not with the Agency's liability toward third parties.
- 3.8.9.4 The Agency shall indemnify the Government and hold it harmless from any loss, claim or damage to persons or property, arising out of this Agreement, the System or the Services provided, including Attorney's fees, to the extent that such loss, claim or damage is caused by the intentional Acts of Agency or from Agency breach of any term of this Agreement.

3.8.9.5 In the event of Consulting Firm (CF) fails to execute the project as stipulated in the delivery schedule, or breaches Service Level Agreements (SLAs) which leads to termination, the Textiles Committee reserves the right to procure the similar services from the next eligible bidder or from other alternate sources at the risk, cost and responsibility of the Consulting Firm. Before taking such a decision, the Textiles Committee, Mumbai serve 30 days advance notice in writing to the agency. 20% penalty of the contract value or the cost of the risk purchase whichever is higher will be imposed on the CF

3.8.9.6 In case of any deviation in execution of the study as per the defined terms and conditions.

3.8.9.7 In the event of any discrepancy is observed in the data collected and presented in the report during the quality checking of data, the Textiles Committee reserves the right to deduct an amount equivalent to percentage of major discrepancy from the data collection component of the project cost as derived by the Textiles Committee or the decision of Secretary, Textiles Committee will be final.

3.8.10 Interpretation and Severability

3.8.10.1 Wherever possible, each clause shall be interpreted in such a manner as to be effective and valid under every applicable law, but if any clause pertaining to this agreement shall be prohibited by or invalidated under such law, such clause shall be ineffective to the extent of such prohibition or invalidity without invalidating or nullifying the remainder of such clause or other clauses.

3.8.10.2 It is agreed that the terms and covenants contained herein shall prevail over any other order or correspondence that might have been issued earlier. This shall constitute the entire agreement with the Agency and shall over-rule all previous correspondence, if any, which is inconsistent herewith.

3.8.10.3 All disputes/interpretation and other matters, if any, concerning this agreement in any manner whatsoever shall be subject to final decision of the Textiles Committee.

3.8.10.4 **Governing Law and Jurisdiction:** This agreement shall be governed by the Laws in India. Disputes, if any, should be addressed under the jurisdiction of Mumbai only.

3.8.11 Agreement Signing: The selected Agency has to sign an Agreement with the Textiles Committee for rendering satisfactory services and completion of the project in a time bound manner. The Agreement shall include provisions for taking performance guarantee, damages for delay or award for early completion besides other clauses as are finalized by the Ministry.

3.8.12 Agreement Cancellation: In the event of Agency willfully not commencing the work within 30 working days after the stipulated period, TC at its sole discretion shall cancel the agreement in writing and the Agency shall refund the advance payments within 10 days to the Textiles Committee along with interest@ 18% p.a.

3.8.13 OTHER TERMS AND CONDITIONS:

- 3.8.13.1 The Pre-Bid meeting will be held on January 27, 2023 at the Office of Textiles Committee, Mumbai at 11.00 AM. Bidders are required to notify by email the names and titles of the 2 persons attending on their behalf latest by 25/01/2023.
- 3.8.13.2 The prospective Bidders may also make suggestions for modification(s) in eligibility or evaluation parameters/methodology for making the bid/competition more fair and qualitatively better. Any such suggestion should be made through e-mail latest by January 23, 2023 (05:00 PM). Textiles Committee however reserves the right to accept or reject any or all the suggestions made in this regard.
- 3.8.13.3 The Textiles Committee, may, either at its own initiative, or in response to a clarification requested by the shortlisted Agencies, modify the conditions of this bid by way of an addendum that would be informed to all the shortlisted agencies. The Textiles Committee may, at its discretion, extend the deadline for submission of proposals or cancel the requirement in part or in whole.
- 3.8.13.4 RFP must remain valid for a minimum period of 90 days of the submission.
- 3.8.13.5 The eligible bidders will be required to make an oral presentation before the Consultancy Evaluation Committee (CEC). Information from the oral presentation will also be used as part of the technical evaluation process. Based on the oral presentation, the final marks on the “Project Methodology & Approach” and Presentation of the Criteria would be awarded by the Textiles Committee. The proposal of Proposal applicant bidders who will not come for oral presentation on their bid before CEC shall summarily be rejected.
- 3.8.13.6 The purpose of the oral presentation and question and answer session is to test the Bidder’s understanding of the work by addressing some case scenarios. Each Bidder will be allowed 35 minutes to make their oral presentation. The time should be divided into: 25 minutes of Bidder’s presentation and 10 minutes for Questions and Answers.
- 3.8.13.7 Earnest Money Deposits of the Bidders, other than the successful bidder will be returned within one month from the completion of the bid process.
- 3.8.13.8 The successful bidder would be required to submit (and keep active for the life of the project) a performance guarantee (by way of Bank Guarantee) for 5% of contract value for successful performance of the activities in the contract. The validity of the performance guarantee will be for a period of seven years from the date of acceptance of the contract/agreement.
- 3.8.13.9 The Textiles Committee will provide the format of Performance Guarantee to the successful Bidder.

3.8.13.10 The selected Agency has to sign an Agreement with the Textiles Committee for rendering satisfactory services and completion of the projects in a time bound manner. The Agreement shall include provisions for taking performance guarantee, damages for delay or award for early completion besides other clauses as are finalized by the Textiles Committee.

SECTION 4: Submission of Tender

The tender shall be submitted online covering **Fee/s, Pre Qualification, technical bid and price bid only at CPPP portal with link** (<https://eprocure.gov.in/eprocure/app>) or <https://gem.gov.in/>.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Fee:

1. Scanned Copy of EMD
2. Scanned Copy of RFP processing fee

Pre Qualification:

- | | |
|----------|---|
| Form 4A: | Scanned copy of Pre – Qualification Proposal Submission Form |
| Form 4B | Scanned copy of Self-certification of Operation for minimum 3 years and not being blacklisted |
| Form 4C | Scanned copy of Average Annual Turnover of Applicant |
| Form 4D: | Scanned copy of Format for highlighting relevant experience |

Technical bid:

- | | |
|----------|--|
| Form 4E: | Scanned copy of Format for Power of Attorney for Authorized representative |
| Form 4F: | Scanned copy of Demand Draft/Bankers' Cheque for Earnest Money Deposit |
| Form 4G: | Scanned copy of Technical Proposal Submission |
| Form 4H: | Scanned copy of Format for CV of the professional staff proposed |

Price bid:

- | | |
|----------|------------------------------------|
| Form 5A: | Scanned Copy of Financial Proposal |
|----------|------------------------------------|

Form 4A: Pre-Qualification Proposal Submission Form

(Company Letter Head)

[Location, Date]

To
Secretary
Textiles Committee
Ministry of Textiles
Government of India
P Balu Road, Prabhadevi
Mumbai – 400 025

RFP dated [date] for selection of Consulting Firm for [name of assignment]

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting Firm, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Firm for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or

judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consulting Firm, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Consulting Firm.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Partners/Directors/ Managers/ employees.

12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consulting Firm or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
14. We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre-Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm: Address: Telephone: Fax:

(Name and seal of the Applicant/Member in Charge)

Form 4B: Self-certification of Operating for minimum 5 years and not being blacklisted

(Company Letter Head)

[Location, Date]

Here give a certificate that the Consulting Firm have been in operation for a minimum of 5 years as on March 31, 2022 in the field of Consultancy Services and that the Consulting Firm has not been blacklisted by any Central/ State/ Public Sector undertaking in India.

Form 4C: Annual Turnover of Applicant

(Company Letter Head)

S No	Financial years	Revenue (INR)
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	
5	2021-22	
	Average Annual Turnover	

Kindly provide supporting balance sheets/ P&L statements / statutory auditor certificate.

Form 4D: Format for highlighting relevant experience

(Company Letter Head)

Assignment Name:	Approx. value of the contract
Country: Location within Country:	Duration of assignment (months):
Name of Client:	Total number of staff-months:
Address of Client:	Approx. value of the services provided by your Firm
Start Date (Month/Year):	Completion Date (Month/Year):
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Form 4E: Format for Power of Attorney for Authorized Representative

(Company Letter Head)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the“Authorized Representative”), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Consulting Firm for [name of assignment], to be developed by Textiles Committee (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

For [name and registered address of organization] [Signature] [Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness] Accepted

Signature] [Name] [Designation] [Address] Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s)

and when it is so required the same should be under seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 4F: Format of Demand Draft/Bankers' Cheque for Earnest Money Deposit and RFP processing Fees

Scanned copies of the **Demand Draft/Bankers' Cheque**

Form 4G: Technical Proposal Submission Form

(Company Letter Head)

[Location, Date]

To
Secretary
Textiles Committee
Ministry of Textiles
Government of India
P Balu Road, Prabhadevi
Mumbai – 400 025

RFP dated [date] for selection for [name of assignment]

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

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

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consulting Firm, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consulting Firm for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consulting Firm, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Partners/Directors/Managers/ employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consulting Firm or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.

14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm: Address: Telephone: Fax:

(Name and seal of the Applicant/Member in Charge)

Form 4H: Format for CV of the professional staff proposed

(Company Letter Head)

1. Name				
2. Position:				
3. Date of Birth				
4. Education:				
5. Employment Record	From	To	Company	Position Held
6. Brief Profile	Year of experience etc			
7. Countries of Work Experience				
8. Languages				
9. Work Undertaken that Best Illustrates Capability to Handle the Task Assigned				
Year: Location: Client: Position Held: Main features: Activities Performed:				

10. Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of staff member/ Authorized signatory

Date: _____
Day/Month/Year

SECTION 5: Financial Proposal - Standard form

Form 5A: Financial Proposal Submission Form

(Company Letter Head)

[Location]

[Date]

To
Secretary
Textiles Committee
Ministry of Textiles
Government of India
P Balu Road, Prabhadevi
Mumbai – 400 025

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures] (excluding GST).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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:

SECTION 6: Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal and Gem portal may be obtained at: <https://eprocure.gov.in/eprocure/app> and <https://gem.gov.in/> respectively.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) and Gem portal by clicking on the link “Online bidder Enrollment” on the CPP Portal and on signup link respectively which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal and Gem portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal and Gem portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD and RFP processing fee as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.
- 3) Any queries relating to the process of online bid submission or queries relating to GEM Portal in general may be directed to help desk number 1800-419-3436. International Bidders are requested to prefix +91 as country code. There is E-Mail Support: [helpdesk-gem\[at\]gov\[dot\]in](mailto:helpdesk-gem[at]gov[dot]in)
