

**MINISTRY OF TEXTILES
GOVERNMENT OF INDIA
UDYOG BHAVAN, RAFI MARG, NEW DELHI**

REQUEST FOR PROPOSALS

Selection of Consultant for Textile Export Intelligence & Promotion Scheme



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November, 2016

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The Ministry of Textiles has launched Textile Export Intelligence & Promotion Scheme to undertake several initiatives on an on-going basis for improving the exports of textile and apparel from India.

The Ministry proposes to engage a reputed consulting firm with relevant expertise and experience to assist it to implement the Scheme and meet its objectives.

The Ministry 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 Ministry's web-site www.texmin.nic.in/ and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.

Interested applicants are requested to submit their responses online to the "RfP" at the address mentioned below on Central Public Procurement Portal (CPPP, <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 for e Procurement at <https://eprocure.gov.in/eprocure/app>'.

CRITICAL DATE SHEET

Published Date	November 22, 2016 (11:30 AM)
Bid Document Download / Sale Start Date	November 22, 2016 (11:30 AM)
Clarification Start Date	November 22, 2016 (11:30 AM)
Clarification End Date	November 30, 2016 (05:00 PM)
Pre bid meeting	December 5, 2016 (11:00 AM)
Bid Submission Start Date	December 6, 2016 (09:00 AM)
Bid Submission End Date	December 12, 2016 (05:00 PM)
Bid Opening Date	December 14, 2016 (03:00 PM)

Disclaimer

1. This RfP document is neither an agreement nor an offer by Ministry of Textiles, Government of India (hereinafter referred to as MoT) 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. MoT 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 MoT 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 MoT 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. MoT 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 MoT or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. MoT 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. MoT will not be responsible for any delay in receiving the proposals. The issue of this RfP does not imply that MoT is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and MoT 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. MoT 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. MoT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. MoT 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 Ministry's web-site www.texmin.nic.in/ and <https://eprocure.gov.in/eprocure/app>.

A Consulting Agency 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://texmin.nic.in/along> **with Central Public Procurement Portal** (<https://eprocure.gov.in/eprocure/app>)

Yours sincerely,

Director (Exports)
Ministry of Textiles

SECTION 1: Letter of Invitation

Selection of Consultants for Textile Export Intelligence & Promotion Scheme

1 Introduction

- 1.1 India is the second largest exporter of textiles and apparel in the world. Textile and apparel exports account for approx. 13% of India's total exports. India's export competitiveness in textile and apparel sector arises from abundant raw material availability, availability of large pool of skilled manpower, presence of complete manufacturing value chain and lower cost of production compared to several competing countries. The Textiles sector provides unique employment opportunities due to its low training requirement and high investment to employment ratio.
- 1.2 There are 11 Export Promotion Councils working under Ministry of Textiles, each dealing with specific sector or segment. All these Councils have specific information and views on issues related to their own segment. In order to attain holistic growth of the sector, it is required that the fragmented information and database be integrated into one and a proper mechanism be formulated to transfer that market intelligence to Indian manufacturers and exporters to help them achieve targeted growth levels.
- 1.3 There are 12 Divisions of Ministry of Textiles namely Economic Division, ISDS, Jute, Silk, Wool, Cotton, Exports, NIFT, Technical Textiles, Powerloom, SITP and TUFS. These Divisions require frequent feedback on market intelligence, emerging global trends and their implications for domestic textile industry, issues etc.
- 1.4 Thus, to provide an extensive export intelligence and strategic support to export through timely addressal of policy/ scheme/ trade related issues of all the segments, Ministry of Textiles has launched a **Textile Export Intelligence & Promotion Scheme** (hereafter referred to as 'Scheme').

2. Objectives & Scope of the Proposal:

Ministry of Textiles proposes to engage a reputed Consulting Firm with relevant expertise and experience to implement the Scheme and meet following objectives:

- To provide knowledge base for textile and apparel sector related issues that impinge on Indian textile exports;
- To assist Ministry of Textiles in sensitizing Indian industry of the global market scenario and emerging trends to help them identifying new opportunities for market expansion;
- To support Ministry of Textiles in marketing and promotion of Indian textile and apparel sector globally.
- To maintain a secure and reliable data base for the purpose of providing inputs for policy formulation. The database will be on international tariff, trade data, trends of growth, impact of international agreement, emerging trends of global markets among other data.

3. Basic Qualifications of the Bidders

Technically qualified and financially sound Consultancy Firms, having experience of providing management consultancy service to textile sector may apply. The firm should have minimum 5 years of experience and 3-year average turnover of minimum Rs. 5 crore. 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.

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 Agency shall be on the basis of an evaluation by Client 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 Agency. The Consulting Agency 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 determines that the Applicant has 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, MoT, 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 CPPP website: <https://eprocure.gov.in/eprocure/app>.**
- 2.1.10 **Number of Proposals:** No Applicant shall submit more than one Application.
- 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**
- 2.1.13 It shall be deemed that by submitting the Proposal, the Applicant has:
- 2.1.13.1 made a complete and careful examination of the RfP;
 - 2.1.13.2 received all relevant information requested from the Client;
 - 2.1.13.3 accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of the Client;
 - 2.1.13.4 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;
- 2.1.135 acknowledged that it does not have a Conflict of Interest; and
- 2.1.136 agreed to be bound by the undertaking provided by it under and in terms hereof.
- 2.1.137 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://eprocure.gov.in/eprocure/app>

The Client will endeavour 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://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 Client's Official 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

- 2.3.1 A Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of Pay and Account Officer, Ministry of Textiles, New Delhi', payable at New Delhi, 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 <http://eprocure.gov.in>. The address for submission of original EMD/Bank Guarantee is,

Neerav Mallick
Director (Exports)
Ministry of Textiles
Room No. 266, Udyog Bhawan, New Delhi- 110001

- 2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an 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 MoT, Room No. 266, Udyog Bhawan, New Delhi- 110001 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.

2.4 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 Client 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, Client 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. 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 service tax**, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only service tax 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 shall be must be uploaded on <https://eprocure.gov.in/eprocure/app>.

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 four covers containing details of Fee, Pre Qualification, technical bid and price bid**. Original EMD should be physically deposited at MoT on or before the bid submission end date and time in Room No. 266, Udyog Bhawan, New Delhi- 110001.

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 3A - 3E) 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 meets 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 Agency Bidder should be a registered firm/company/partnership/consortium and should be in operations in India for a minimum of 3 years	Form 4B
2	Consulting Agency Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India.	Form 4B
3	Consulting Agency Bidder should have a minimum turnover of Rs. 5 crore in the last three years from consultancy services.	Form 4C
4	Bidder should have experience of providing consultancy service to any 5 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 score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this.

Final selection would be on the basis of weighted score where the weights for technical and financial scores would be in the ratio of 70:30. The applicant with the highest weighted score would be awarded the contract.

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 Agency, 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 Agency 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 Agency, 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 off-line 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 endeavour 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 MoT.

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 New Delhi 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 Agency, 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 endeavour to follow the following schedule:

CRITICAL DATE SHEET

Published Date	November 22, 2016 (11:30 AM)
Bid Document Download / Sale Start Date	November 22, 2016 (11:30 AM)
Clarification Start Date	November 22, 2016 (11:30 AM)
Clarification End Date	November 30, 2016 (05:00 PM)
Pre bid meeting	December 5, 2016 (11:00 AM)
Bid Submission Start Date	December 6, 2016 (09:00 AM)
Bid Submission End Date	December 12, 2016 (05:00 PM)
Bid Opening Date	December 14, 2016 (03:00 PM)

2.12 Data Sheet

Reference	Description
Section 1, Point 2	The objective of the appointment of Consultancy firm shall be to provide knowledge base for the entire textile sector, marketing and promotion, provide reliable data base for policy formulation, identify new opportunities for market expansion etc.
2.1.1	The name of Client is: “ Ministry of Textiles Government of India”
2.3.4	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before November 21, 2016. 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 http://eprocure.gov.in .
2.2.2	Date & Time of pre bid meeting –December, 5, 2016 at 11:00 AM. The address for same is, Room No. 162, Textiles Room, Ministry of Textiles Room No. 266, Udyog Bhawan, New Delhi- 110001
2.4.6	The last date of submission of Proposal is December 12, 2016 , before 05:00 PM . The proposal will be must be uploaded on http://eprocure.gov.in . The address for submission of original EMD/Bank Guarantee is, Neerav Mallick Director (Exports) Ministry of Textiles Room No. 266, Udyog Bhawan, New Delhi- 110001 Email: neeravkr@nic.in
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 wherein the technical score will have 70% weightage and financial score will have 30% weightage out of total 100 points.
- **Technical bids of only those consultants will be evaluated who meet the basic qualification criteria as stipulated in para 3 above.**
 - 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

#	Heading	Description	Criteria for point allotment	Max. Points
1	Firm's Experience	Textile sector consulting assignments done in last 2 years	No. of assignment <10 = 0 10 to 24 assignments = 5 25 assignments or more = 10	10
		Assignments done with Ministry of Textiles and its other bodies in last 2 years	No. of assignment <5 = 0 More than 5 assignments = 5	5
		Trade events or conferences organized in last 2 year on own or with industry bodies	No. of events <5 = 0 More than 5 events = 5	5
		International presence	No presence = 0 Own office or partner firms in key geographies for textile sector assignments = 5	5
		Industry connect	Comparative assessment of consulting firm's contact with industry stakeholders	5
2	Key Personnel	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	20
3	Project Methodology & Approach	a. Technical Approach & Methodology	Assessment to be done by evaluation committee based on submitted technical bid and presentation.	30
		b. Work Plan & manpower deployment	Criteria is adequacy and appropriateness of the proposed methodology and work plan w.r.t. Terms of Reference	20
Grand Total				100

- **Financial bids of only top 3 agencies scoring highest marks will be opened, provided they score minimum 60 marks in technical evaluation. In case 3 agencies do not score 60 marks, the evaluation committee may choose to reduce the minimum score criteria at its own discretion.**

- Calculation of financial score: The proposal with the lowest cost will be given a score of 100 and the other proposals will be given scores that are inversely proportionate to their cost as per following formula:
- Financial Score = (Lowest financial bid value/ Agency's financial bid value) x 100
- The final score would be worked out as under -
Final Score = [S(t)] + [S(f)] , where:
S(t) = Technical Score X 70%
S(f) = Financial Score X 30%

2.14 Payment terms:

- **Emoluments:**

The consultant would be required to present detailed work plan based on the broad terms of reference of the project for every quarter of the project period and the payment milestones would be mutually agreed post selection stage which would be based on deliverables to the extent possible to be quantifiable. Based on the actual performance /achievements made over the agreed milestones, quarterly payment will be made to the consultant, after every quarter over the period of the project.

- **Incidental expenditure:**

Payments to third parties like printers, designers, publication subscription charges, etc. will be directly paid by Ministry of Textiles. Since the consulting team will work from the office of Ministry of Textiles utilizing the infrastructure and set-up, all expenses will be included in the professional fee itself except any expenses related to travel outside the city (Delhi NCR Area).

Reimbursement of economy airfare/ taxi/ rail fare for travel of personnel for field work, inspection, meetings, attending trade events, lodging/boarding on actual basis (on production of tickets/ bills) will be made by the Ministry of Textiles. The eligible amount will be decided as per tour allowance norms for Group A Officers with a Grade Pay of Rs. 5,400/- of the Government of India. These reimbursements will only be for the visits undertaken based on the action plans approved by the Ministry. The tour programmes have to be pre-approved by Ministry of Textiles.

SECTION 3: Terms of Reference

3. Terms of Reference for the Consulting firm

- 3.1 The Selected agency will be required to sign an agreement with the Ministry of Textiles.
- 3.2 The consulting firm will be engaged for a period of two years. Extension (if any) may be given only after expiry of the 1st year
- 3.3 Payment will be released to engaged consultant at the end of every quarter, 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 at Office of JS (Export Division), Udyog Bhawan, New Delhi along with on-site Project Manager. The team members should have suitable educational and professional background to conduct the activities mentioned ahead.
- 3.5 The agency team will be required to work closely with aforesaid Division to conduct following activities:

3.5.1 Trade Intelligence

- a. Trade data collection and analysis at regular intervals in India as well as at global level
- b. Analysis of current trade scenario and emerging trade trends with particular reference to competing nations and emerging markets.
- c. Analysis to identify product and market opportunities
- d. Competition analysis and periodic assessment of India's position
- e. Preparation of periodic, segment wise trade reports
- f. To monitor and analyze international events in global trade of T&A and to provide specific and quantified policy inputs

3.5.2 Maintaining textile sector related database covering, inter alia, the following:

- a. Global and Indian textile and apparel sector installed capacity, production, employment etc.
- b. Global and Indian exports and imports
- c. Tariffs and Non-Tariff barriers
- d. Standards and quality in Indian Textile Products
- e. Trade incentives available to Indian textile industry vis-à-vis global industry
- f. Textile FTAs across the globe
- g. Supporting integration of data and information available with all associate offices of Ministry of Textile like EPCs, CSB, NJB, Wool Board, NTC, ITTA etc.

3.5.3 Providing technical and strategic inputs on regular basis related to:

- a. Policy inputs for promotion of exports by coordinating with different Divisions of Ministry
- b. Analyze best practices followed by competing nations vis-à-vis domestic textile and apparel sector
- c. Productivity, technology, infrastructure improvement
- d. FDI promotion in the sector with special focus on textile parks
- e. IPR issues including GIs in textiles and handicrafts
- f. Country and/or product specific strategy
- g. Inputs for Analysis of Ease of Doing Business
- h. Any other issue

3.5.4 Preparation of Reports/Papers

- a. The engaged consulting firm may be required to prepare papers/studies duly substantiated with data on the Textiles sector such as on export incentives permitted under WTO, impact of the Apparel Package and other on-going reforms on employment generation and investment, Foreign Direct Investment (FDI) etc.
- b. Strategy on Technical Textiles

3.5.5 Knowledge Base Support: Supporting Ministry of Textiles, primarily through secondary research work, in various matters related to sector export promotion e.g.:

- a. Review of existing Indian FTAs, need for new FTAs, data & information to support FTA negotiations and multilateral arrangements.
- b. Review of current Indian export-import procedures to identify scope of simplification
- c. Issues pertaining to Non Tariff Barriers (NTBs)
- d. Identifying global best practices in trade and their adaptability to Indian industry
- e. Support in replying to industry's representations and Inter Ministerial queries.
- f. Provide data input to other Divisions pertaining to sectoral exports, as and when required.

3.5.6 Marketing and Promotional Support

- a. Trade event organization support and participation:
 - Developing the concept for trade event – Buyer Seller Meet, Symposium, Workshops, etc.
 - Development of conference program, speaker identification, content base support, as may be required

- Identifying key speakers and participants and coordinating with them to ensure their participation
- Development of whitepaper/report to be released in the event
- Assistance in event promotion through development of marketing material and support in circulating them to target stakeholders
- Identification and coordination with key third parties such as PR agency, to organize the event.
- Support for arranging one-to-one meetings and interactions with relevant international trade bodies, buyers or Government counterparts from other countries
- Finalizing follow-up points and sharing the same with relevant stakeholders (MoT divisions or EPCs) for action

b. Branding and Promotion

- Development of brochures and pamphlets: Sector and country profile, Segment wise or for specific product, Targeted at specific countries or regions, etc.
- Development of reports, whitepapers, brochures/pamphlets to be released at key trade promotion events
- Other branding initiatives

3.5.7 Monthly Reports

The selected agency will prepare monthly reports on activities undertaken and suggestions on policy interventions and prepare reports as and when necessary.

SECTION 4: Submission of Tender

The tenders shall be submitted online in four covers viz., **Fee, Pre Qualification, technical bid and price bid only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**

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.

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 Format of Bank Guarantee 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

[Location, Date]

To

Director (Exports),
Ministry of Textiles
Udyog Bhawan,
New Delhi-110001

RfP dated [date] for selection of Consulting Agency 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 Agency, 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 Agency 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 Agency, 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 Agency.
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 Agency 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 60 (sixty) 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 3 years and not being blacklisted

[Location, Date]

Here give a certificate that the Consulting Agency have been in operation for a minimum of 3 years as on April 25, 2016 in the field of Consultancy Services and that the Consulting Agency has not been blacklisted by any Central/ State/ Public Sector undertaking in India.

Form 4C : Average Annual Turnover of Applicant

SN	Financial years	Revenue (INR)
1.	2013-14	
2.	2014-15	
3.	2015-16	
	Average Annual Turnover	

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

Form 4D: Format for highlighting relevant experience

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

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 Agency for [name of assignment], to be developed by MoT (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 Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, Ministry of Textiles, Government of India, Udyog Bhawan, New Delhi — 110 011

(hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consulting Agency for [name of assignment] pursuant to the RfP Document dated [date] issued in respect of the Assignment and other related documents for services (hereinafter collectively referred to as “RfP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RfP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RfP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RfP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RfP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RfP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RfP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RfP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RfP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RfP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part

thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form 4G : Technical Proposal Submission Form

[Location, Date]

Director (Exports)
Ministry of Textiles
Room No. 266, Udyog Bhawan, New Delhi- 110001
Email: neeravkr@nic.in

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 Agency, 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 Agency 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 Agency, 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 Agency 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

1. Name				
2. Position:				
3. Date of Birth				
4. Education:				
5. Employment Record	From	To	Company	Position Held
6. Brief Profile	<input type="checkbox"/> 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

[Location]

[Date]

To

Director (Exports),
Ministry of Textiles,
Udyog Bhawan,
New Delhi-110001

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 service tax)

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 may be obtained at: <https://eprocure.gov.in/eprocure/app>.

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>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal 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.
- 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 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 tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD 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.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) 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. Foreign bidder can get help at +91-7878007972, +91-7878007973.
