

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

Request for Proposal

for

**Selection of a Consulting Firm for undertaking a study
on “GST rates relating to Textiles and Apparel –
inverted duty structure”**



सत्यमेव जयते

August, 2020

Key Dates

1	Date of issue of RFP/Tender	04.08.2020
2	Document download/ sale start	04.08.2020
3	Seek clarification start date	05.08.2020
4	Seek clarification end date	10.08.2020
5	Bid submission Start	14.08.2020
6	Bid submission closing date	31.08.2020
7	Bid opening date	07.09.2020

Remarks Due to outbreak of COVID 19, physical pre-bid meeting will not be held. Bidders are requested to send their queries on email teconomic@nic.in latest by 10th August, 2020, if any. Queries received after 10th August, 2020 will not be entertained. Replies of the queries will be uploaded on the portal by 13th August, 2020.

A	TECHNICAL PROPOSAL FORMS
Form Tech 1	Technical Proposal Submission Form
Form Tech 2	Consultant's organization and experience
Form Tech 3	Approach, Methodology and Work Plan
Form Tech 4	Team Composition and Task assignment
Form Tech 5	Curriculum Vitae (CV) of Professional
Form Tech 6	Work Schedule
Form Tech 7	Information regarding any conflicting activities and declaration thereof
B	FINANCIAL PROPOSAL FORMS
Form Fin 1:	Financial Proposal Submission Form
Form Fin 2:	Summary of Costs
Form Fin 3:	Breakdown of Remuneration
Form 4E	Format for Power of Attorney for Authorized Representative
Form 4F	Format of Bank Guarantee for Earnest Money Deposit

Government of India
Ministry of Textiles

TABLE OF CONTENTS

Sl. No.	Description	Page No.
1	Disclaimer	4
2	Section 1 Letter of Invitation	5-6
3	Section 2 Instructions to the consultant	7-21
4	Section 3 Terms of Reference	22-24
5	Section 4 Technical Proposal Forms	25-36
6	Section 5 Financial Proposal Forms	37-46
7	Section 6 Other Terms and Conditions	47-50
8	Appendix	51-53

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Ministry of Textiles

DISCLAIMER

The information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Government of India, Ministry of Textiles, is provided to Applicants on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the Ministry of Textiles (herein after, MoT) to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.

MoT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. MoT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of the RFP does not imply that MoT is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and MoT reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which maybe required by MoT or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and MoT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection Process.

Section - 1

Letter of Invitation

To,

All interested and eligible Firms

Subject: Selection of a Consulting Firm for undertaking a study on “GST rates relating to Textiles and Apparel – inverted duty structure” in MoT-reg.

Dear Sir/Madam,

For and on behalf of the President of India, bids are invited in two bid system for Selection of a Consulting Firm for undertaking a study on “GST rates relating to Textiles and Apparel – inverted duty structure” in the Ministry of Textiles, Udyog Bhawan, New Delhi.

2. The Ministry shall select a Firm as per the procedure described in the Request for Proposal (RFP) which may be downloaded from <http://eprocure.gov.in/> and on this Ministry’s websites www.texmin.nic.in. You are invited to submit e-proposals (Technical Bid and Financial Bid) on CPP portal (online at <http://eprocure.gov.in/>) as per key dates in two bid system: Part-I Technical Bid and Part-II Financial Bid.
3. The detailed instructions for bidders may be read before uploading the proposal online.
4. Applicants should furnish/upload scanned copies of all documents preferably in “pdf” Format. The financial bids are to be uploaded only in the prescribed formats and bid of any firm which discloses any pricing information in technical bid stage will be summarily rejected without assigning any reasons whatsoever. The instructions regarding online bid submission are at Appendix of RFP.
5. It is intimated that the Consultant will be selected as per procedures described in the RFP document.
6. Bidders are advised to upload bids well in time in order to avoid any last minute rush.
7. Please note that the Ministry of Textiles reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Yours faithfully,

(S.K. Panigrahi)
Assistant Director
[Email: sk.panigrahi@nic.in](mailto:sk.panigrahi@nic.in)

Section - 2

Instructions to Consultant

Instructions to Consultants

1. Definitions

- a. Client or Employer or MoT means the Ministry of Textiles who has invited bids for consultancy services with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the Terms and Conditions and Terms of Reference of the contract.
- b. “Consultant” means any entity or person or associations of persons who have been shortlisted to submit their proposals that may provide the Services to the Employer under the Contract.
- c. “Contract” means the Contract signed by the Parties for this assignment.
- d. “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- e. “Day” means calendar day.
- f. “Government” means the Government of India.
- g. “Instructions to Consultants” means the document which provides short listed Consultants with all information needed to prepare their proposals.
- h. LOI means the Letter of Invitation being sent by Employer to the short listed consultants.
- i. “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof.
- j. “Proposal” means the Technical Proposal and the Financial Proposal.
- k. “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- l. “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- m. “Terms of Reference” (TOR) means the document included in the RFP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. **Introduction**

Government of India invites online offers from reputed consultancy organizations having proven multi-disciplinary competence for conducting a study on **“GST rates relating to Textiles and Apparel – inverted duty structure”**

The agency is expected to carry out the following work:

- a. Assess GST on all the value chain of Textile sector including peripheral activities. This includes mapping various GST rates on products covering entire value chain, understanding existing incentives/schemes under GST/ Customs, gathering industry representations/demands being made till date etc.
- b. Interactions with respective representatives of the value chain/ Industry associations / with select stakeholders and industry representatives across the region of the country to seek feedback/views on the subject to understand the practical nuances and challenges in greater detail.
- c. Study such taxes of other countries where in some cases some products are clubbed together while some others are exempted for making finished product competitive.
- d. Preparation of excel simulation to showcase the extent of loss to exchequer and benefit to the sector.
- e. Undertaking analysis for preparing a broad framework on the incentives/benefits which could be proposed. This would consist of
 - i. Suggestions with respect to changes in existing rates
 - ii. Suggestion for new rates
- f. Find out if the taxes have affected the prices and thereby effected affordability for the buyer — an ensuing increase in demand of the concerned products made in the country.
- g. Recommendations regarding any change to the present tax and duty structure (including fiber neutrality), with proper justifications, that can be extended within the ambit of international norms and laws such as WTO.

The study shall follow apt methods, tools and techniques befitting the accomplishment of study goals i.e. reasonable exploration of facts and figures concerning the Terms of Reference(s)

In addition to the above, the Consultant may wish to incorporate additional aspects/sub-segments to further elaborate on each of the four broad issues and include any other overarching issue.

The Consultants are required to submit their proposals online at <http://eprocure.gov.in> as per key dates.

The Proposal will be the basis for negotiations of the Contract and ultimately for the signing of Contract with the selected Consultant.

Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals.

Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.

The client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Contract without thereby incurring any liability to the Consultants.

3. Minimum Eligibility Criteria for Technical Bid

The Agency should be a reputed agency/organization/institution which fulfills the following conditions:-

- i. The firm should have a **minimum turnover of Rs. 10 crore in each of the last 3 years**, i.e. 2016-17, 2017-18 and 2018-19. Audited Balance sheet and Income statements should be submitted for these three years.
- i. Experience of successfully completing at least 3 studies with Central/State Governments in last 5 years ending 31.03.2019.
- ii. The firm should have an experience of at least 5 years in executing consultancy assignments in India.
- iv. The firm should have prior experience of policy advisory, institutional strengthening and capacity building related to government institutions. The firm should also have experience on serving the government in similar projects – a minimum of 3 projects in the last 5 years.
- v. The minimum employee strength (consulting staff only, and excluding audit / tax or other, non-consulting divisions) of the applying firm in India should be 50.

4. Clarification and Amendment of RFP Document

Consultants may request, if any clarification is required on any clause/condition of the RFP, the same may be uploaded online at eprocure.gov.in/e-procure/app by **10.08.2020**.

At any time before the submission of proposals, the Client may amend the RFP by issuing an addendum in writing or by announcing it through its website. The addendum shall be binding on all Consultants. Consultants shall acknowledge receipt of all such amendments. To give the Consultant reasonable time in which to take an amendment into account in their proposals, the Client may, if the amendment is substantial, extend the deadline for the submission of proposal.

5. **Conflict of Interest**

The Employer requires that Consultants provide professional, objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

Without limitation on the generality of the foregoing, Consultants and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

Conflicting Activities: A consultant or any its affiliates selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project, if the consultancy or any its affiliates is found indulged in any such activities which may be termed as the conflicting activities by the employer.

Conflicting Assignment/job: A Consultant (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Consultant to be executed for the same or for another Employer.

Conflicting Relationships: A Consultant that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its contract during execution of the assignment.

6. **Unfair Advantage**

If a shortlisted Consultant could derive a competitive advantage from having provided consultancy assignment/job related to the assignment /job in question and which is not defined as conflict of interest as per para '5' above, the Employer shall make available to all short-listed Consultants together with the RFP all information that would give such Consultant any competitive advantage over competing Consultants.

7. **Proposal**

Short-listed Consultants shall submit only one proposal for this project. If a Consultant submits or participates in more than one proposal, such proposals shall be

disqualified.

8. Proposal Validity

Consultants' proposals must remain valid for 120 days after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. The Client will make best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal during the extended period. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance, the Employer shall not consider such Proposal for evaluation.

9. Preparation of Proposal

The proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Depending on the nature of the assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section 4.

Submission of the wrong type of Technical proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicative in the following para from (a) to (g) using the attached Forms in Section 4.

- a) Form TECH-1 in Section – 4 is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- b) A brief description of the consultant's organization and its experience will be provided in Form TECH-2. In the same form, the Consultant will provide details of experience of assignments which are similar to the proposed assignment/job as per the TOR. For assignment/job, the outline should indicate the names of Professional staff who participated, nature and duration of the assignment/job, contract amount, and consultant's involvement. Information should be provided only for those assignment/jobs for which the Consultant was legally contracted by an Employer as a corporation or as one of the major firm/entity within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting consultancy cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should

substantiate the claimed experience along with the proposal and must submit letter of award/ copy of contract/ completion certificates by the employer for all the assignments mentioned in the proposal.

- c) A description of the approach, methodology and work plan for performing the assignment/job covering the following: technical approach and methodology, work plan, project organization and availability of experts, and transfer of knowledge/training. Guidance on the content of this section of the Technical Proposals is provided under Form TECH -3 of Section 4.
- d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in Form TECH-4 of Section4.
- e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-5 of Section4).
- f) Estimates of work schedule should be given in Form TECH-6 of Section4.
- g) Information relating to “conflict of interest” should be furnished in Form TECH-7 of Section4.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared as non-responsive.

Financial Proposals: The Financial Proposal shall be prepared using the prescribed Forms in Section 5. It shall list all costs associated with the assignment/job, including (a) remuneration for staff and (b) reimbursable expenses such as travel cost, applicable taxes etc. The financial proposal shall be rejected summarily, if found not in the prescribed forms.

10. Taxes – The Consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the Contract. All such duties and taxes must be included by the consultant in the financial proposal.

11. Currency
Consultant shall express the price of their assignment/job in Indian Rupees (INR) only.

12. Earnest Money Deposit (EMD) and Performance Guarantee

Earnest Money Deposit

- i) An earnest money of Rs.50,000 (Rupees Fifty Thousand only) in the form of bank draft /demand draft in favour of Pay and Account Officer, Ministry of Textiles, payable at New Delhi.
- ii) Proposals not accompanied by EMD shall be declared as non-responsive.
- iii) No interest shall be payable by the Employer for the sum deposited as EMD.
- iv) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

Forfeiture of EMD

The EMD shall be forfeited by the Employer in the following events:

- i) If the proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.
- ii) If the proposal is varied or modified in a manner not applicable to the Employer after opening of Proposal during the validity period or any extension thereof.
- iii) If the consultant tries to influence the evaluation process.

13. Performance Guarantee

The selected consultant shall be required to furnish a Performance bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of Pay and Account Officer, Ministry of Textiles, payable at New Delhi for the period of contract with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted after

award of contract but before signing of the consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned.

14. Submission, Receipt and opening of Proposal

- a. The original proposal, both Technical and Financial shall contain no interlineations or overwriting except as necessary to correct errors made by the bidders themselves. The person who signs the bids must affix his/her initials at such corrections. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 4, and FIN- 1 of Section 5 respectively.

The Technical and Financial bids, in prescribed formats and other required documents as per the RFP should be submitted on CPP portal website i.e. <https://eprocure.gov.in>. Applicants should furnish/upload scanned copies of all documents in “pdf” Format. The financial bids are to be uploaded only in the prescribed formats and bid of any firm which discloses any pricing information in technical bid stage will be summarily rejected.

- b. The instructions regarding online bid submission and bid opening are at **Appendix**.
- c. An authorized representative of the bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

15. Bid Evaluation criteria and selection procedure

The evaluation of the submitted proposals shall be carried out in two stages, i.e. Technical and Financial.

Evaluation of Technical Proposal

- a. The technical evaluation of the proposals shall be undertaken by the Evaluation Committee (EC). The EC shall evaluate the Technical Proposals by awarding marks for the following parameters:-

Evaluation parameters and criteria for Technical Score

Sl. No.	Heading	Description	Criteria for point allotment	Max Points
1	Firm's Experience	i) Years of Experience as Consultant	i. More than 10 years-20 ii. 5 to 10 years -15 iii. 3 to 5 years-10	20
		ii) Proven and demonstrable experience and resources in carrying out textile sector studies	i. 3-4 studies-15 ii. 5-7 studies-25 iii. More than 7 studies-30	30
2.	Key Personnel	Educational qualifications and experience of working in textile sector	Would be assessed by the Committee.	20
3.	Project Methodology approach and work plan	i) Technical Approach & Methodology for completion of the project within stipulated time	(Criteria, adequacy and appropriateness of the proposed methodology and work plan w.r.t scope of work)	15
		ii) Work plan & manpower deployment for completion of the project within stipulated time		15
Grand Total				100

The minimum qualifying score for Technical Evaluation will be **60 marks**.

- b. The short-listed Consultants will be invited to present their proposals before the Technical Evaluation Committee (TEC).
- c. Ministry of Textiles reserves the right to seek more details regarding the proof of age, qualifications and experience of the key personnel.
- d. The minimum technical score required to qualify technically is 60 points out of 100 with at least 50% marks in each of the criteria for subsequent opening of financial proposal.
- e. A proposal will be considered unsuitable and shall be rejected at this stage if it does not respond to the RFP or it fails to achieve minimum technical score of 60 points out of 100. Ministry of Textiles shall not notify Consultants who fail to score the qualifying technical score. The list of firms achieving the 60 points shall be considered for the opening of financial proposal.
- f. After completing the technical evaluation, the Member Secretary of TEC shall notify those consultants whose proposals meet the minimum technical standards.

Evaluation of the Financial Proposal

(i) Financial proposals of only those consultants which are declared technically qualified shall be opened publicly, on the date and time specified in the Datasheet, in the presence of the consultants 'representatives who choose to attend. The name of the consultants, their technical score (if required), and their Financial Proposal shall be read aloud.

(ii) The TEC will correct any computation errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the technical Proposals but not priced, shall be assumed to be included in the prices of other activities of items. In case an activity of line items is quantified in the Financial Proposal differently from technical proposal, no corrections will be allowed to the Financial Proposal.

Method of Selection:

In deciding the final selection of the consultant, the technical quality of the proposal will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those consultants who qualify technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial scores that are inversely proportional to their prices. The financial proposal shall be allocated a weightage of 30%. For working out the combined score, the employer will use the following formula:

Total points: $(0.7 \times T(s)) + (0.3 \times 100 \times \text{LEC}/\text{TEC})$, where T(s) stands for technical score, TEC stands for Evaluation Cost of the Financial Proposal, LEC stands for Lowest Evaluated Cost of the Financial Proposal. The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, If required.

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

A: $100 \times 100 / 120 = 83$ points B:
 $100 \times 100 / 100 = 100$ points C:
 $100 \times 100 / 110 = 91$ points

In the combined evaluation, the process would be as follows:

Proposal A: $75 \times 0.7 + 83 \times 0.3 = 77.4$
Proposal B: $80 \times 0.7 + 100 \times 0.3 = 86$
Proposal C: $90 \times 0.7 + 91 \times 0.3 = 90.3$

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

The selected Agency will not be allowed to substitute core staff without the consent of the TEC. If it is established that the core staff were offered in the proposal without confirming their availability, the consultant will be disqualified and the process will be continued with the remaining proposals. If the process, for whatever reasons, failed to result in an acceptance contract with the selected Agency, the TEC shall terminate discussion with that Agency and may make the selection from amongst the remaining proposals.

From the time the proposals are opened to the time the contract is awarded, the consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the consultants' proposal.

The TEC may cancel the bid and reject all proposals without assigning any reasons at any stage of the tender process.

16 Negotiations

Negotiations, if considered necessary, shall be held only with the consultant who shall be placed as H- 1 bidder after combined evaluation of the Technical and Financial Proposal. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the consultant. Date and Time for negotiation shall be communicated to the H-1 consultant. Representatives conducting negotiations on behalf of the consultant must have the written authority to negotiate and conclude the contract.

17 Award of Contract

After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other consultants who have submitted proposals about the decision taken.

The consultant will sign the contract after fulfilling all the formalities/pre- conditions (contract to be signed after the selection of consultant), within 15 days of issuance of the letter of intent.

The Consultant is expected to commence the assignment/ job on the date of signing the contract.

18 Confidentiality

Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of

Contract. The undue use by any Consultant of any information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer’s antifraud and corruption policy.

19 Fraud and corrupt practices

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 Authority shall 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.

Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority 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.

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

- a) “**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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner

whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

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

20 Payment Terms The terms of payment would be linked to the deliverables of the project, and are specified in the other terms and conditions (Section 6).

21 Period of Submission of Report- Time line for the submission of study report to be four (4) months from the date of signing of MoU.

If, the Agency does not fulfill the terms and conditions of tender, or, there is delay in submission of reports, or, there is lack of quality in work, no extension will be given to the Agency to conduct evaluation.

22 Miscellaneous

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

- a) 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 there to;
- b) consult with any Applicant in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- d) 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.

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, 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.

All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

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

Section -3

Terms of Reference

Terms of Reference

1. Background

GST has been one of the most pivotal steps in the history of Indian economics undertaking the biggest tax reform of the country. The aim of this monumental reform was to convert India into a unified market by doing away with the internal tariff barriers and subsuming central, state and local taxes into one tax i.e. GST. GST has had a very significant impact on the industrial sector of the country, including textile and apparel sector, which is characterized by the dominant presence of an unorganized sector. Before the implementation of GST, the scattered tax structure and the unorganized state of the industry led to a lot of pilferage and ambiguity, which has been limited to a great extent after the introduction of GST.

During the implementation period, certain steps have been taken to address the challenges faced by textile and apparel manufacturers. The most significant step, which was welcomed by the industry as well, has been the reduction of GST on man-made filaments from 18% to 12%, increase in duty drawback rate, introduction of additional ad-hoc Incentive for export of garments and made ups etc. **However, there are many other concerns such as issue of fibre neutrality, inverted duty structure, blockage of capital goods credit for exporters etc across the spectrum.**

The agency is expected to carry out the following work(Terms of Reference):

- h. Assess GST on all the value chain of Textile sector including peripheral activities. This includes mapping various GST rates on products covering entire value chain, understanding existing incentives/schemes under GST/ Customs, gathering industry representations/demands being made till date etc.
- i. Interactions with respective representatives of the value chain/ Industry associations / with select stakeholders and industry representatives across the region of the country to seek feedback/views on the subject to understand the practical nuances and challenges in greater detail.
- j. Study such taxes of other countries where in some cases some products are clubbed together while some others are exempted for making finished product competitive.
- k. Preparation of excel simulation to showcase the extent of loss to exchequer and benefit to the sector.
- l. Undertaking analysis for preparing a broad framework on the incentives/benefits which could be proposed. This would consist of
 - i. Suggestions with respect to changes in existing rates
 - ii. Suggestion for new rates
- m. Find out if the taxes have affected the prices and thereby effected affordability for the buyer — an ensuing increase in demand of the concerned products made in the country.

- n. Recommendations regarding any change to the present tax and duty structure (including fiber neutrality), with proper justifications, that can be extended within the ambit of international norms and laws such as WTO.

The study shall follow apt methods, tools and techniques befitting the accomplishment of study goals i.e. reasonable exploration of facts and figures concerning the Terms of Reference(s)

In addition to the above, the Consultant may wish to incorporate additional aspects/sub-segments to further elaborate on each of the four broad issues and include any other overarching issue.

2. Objectives of the Study

Objective of this study would be to list out the entire GST rates across the value chain of the textiles industry including all peripheral activities such as inputs for machinery manufacturing, dyes, services etc. Through industry stakeholder's feedback and analysis, this study will identify the key interventions needed by the industry and the estimated monetary impact of the same on the industry and exchequer. This study will identify the pain-points and suggest interventions required for further simplification of the taxation structure for the 2nd largest employing sector of the nation.

Study will enable the MoT to understand and take up the matter as a whole instead of in piecemeal manner that ails the GST rates.

Section 4

Technical Proposal Forms

LETTER OF PROPOSAL SUBMISSION

To,

S.K. Panigrahi,
Assistant Director
Ministry of Textiles, Udyog Bhavan, Room
No. 339, Maulana Azad Road, New Delhi
Tel: 011-23061330

Location:

Date:

Dear Sir / Madam,

We the undersigned, offer to undertake the study on ‘GST rates relating to Textiles and Apparel – inverted duty structure’ in accordance with your Request for Proposal dated (Insert Date). We have uploaded our proposal online which includes a technical Proposal and a Financial Proposal and are hereby submitting requisite EMD.

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

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

Yours sincerely,

Authorized signature (in full and details):

Name and Title of Signatory:

Name of Firm/entity:

Address:

A: Bidder’s Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate (if any) for this Assignment/job in tabulated form. This should include the following:

1. Name of Agency/Organization
2. Address with Telephone, Fax & E-mail etc.
 - (a) Registered Office
 - (b) Head Office
3. Details of Registration (Please indicate all details including incorporation)
4. PAN/T IN Number
5. Year of Experience of Agency/Organization
6. Type of Organization
7. History
8. Profile of Organization
 - (a) Organizational Structure
 - (b) Organization Chart
 - (c) Division for various activities, if exists
 - (d) Professional Capabilities
 - (i) The Team, Field operations & Strengths
 - (ii) Infrastructure available
 - (iii) Geographical Reach
9. Details of client in various sectors (Particularly Govt. Deptts./Ministries/PSUs)
10.
 - (a) Details of Data Management Capability
 - (b) Software Resources
 - (c) Connectivity
11. List of Professional (separate for Key Professionals, other staff, Field Personnel's etc.)

Sl. No	Name	Position	Educational Qualification	Year of work experience	Area of specialization

12. List of offices in various cities/states

Sl. No	Location/City	States to be covered for assignment	Contact Person & Address with	Details of all the Infrastructure facilities available for the assignment

13. Audited Balance sheet and Income statements along with annual Turnover for last three years (with relevant documents)
14. Any other relevant details about organization

BIDDER’S EXPERIENCE

B: Bidder’s Experience of last ten (10) years in conducting Study in Textile and Apparel Sector to boost Exports and enhance Collaboration in the Textile Sector.

[Using the format below, provide information on each Assignment/job (separately for each assignment) for which your firm and each associate for this assignment was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting services similar to the ones requested for this Assignment. The information must show your overall experience of last ten (10) years in undertaking and executing similar Assignment. Same format is to be used for showing all important Assignments. [While the heading of format will remain unchanged, the formatting may be modified & spread from two to three pages as per requirement].

ASSIGNMENT NO.....

1	Assignment name:	
1.1	Description of Assignment:	
1.2	Value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months):	
1.6	Name of Authority:	
1.7	Address of Authority:	
1.8	Total number of staff-months of the Assignment:	
1.9	Approx. value of the Services provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	

1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	Number of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e. copy of Work Order/ Contract for each of the assignment shown by the Agency. The experience shall not be considered for evaluation if such requisite support documents are not provided with the bid.

**DESCRIPTION OF TECHNICAL APPROACH AND METHODOLOGY FOR
PERFORMING THE ASSIGNMENT**

Technical Approach and Methodology and Financial Review are key components of the Technical Proposal. The Agency will present its Technical Proposal divided into the following two chapters:

- (a) Technical Approach and Methodology,
- (b) Appraisal/Review Audit Design

(a) Technical Approach and Methodology (Max. 1000words)

In this chapter the Bidder should explain their understanding of the objectives of the Assignment, approach to the Assignment, methodology proposed for carrying out the activities and obtaining the expected output and the degree of detail of such output. The Bidder should also explain the methodology proposed to be adopted and highlight the compatibility of the same with the proposed approach.

(b) Appraisal / Review Audit Design

Outline here the Appraisal/Review Audit Design showing details as to how the Assignment will be completed in the given time-frame, method of Analysis of information collected, number of Key Professional and other staffs proposed to be deployed by the Bidder keeping in view the requirement, as given in the “Terms of Reference”.

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

In this chapter, the Bidder/s should propose and justify the structure and composition of its team for completion of Assignment. The Bidder/s should list the main disciplines of the Assignment/job, the key expert responsible for them i.e. Key Personnel/Team Leaders and proposed Technical, support and other staff.

Duration: (Ref. TOR)

PROFESSIONAL STAFF (KEY PERSONNEL/TEAM LEADER ETC.)					
S. No.	Name of Staff	Name of Firm	Area of Expertise	Position assigned for this job	Task assigned for this job

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position:** _____
[For each position of key professional separate form TECH-5 is to be prepared]:

2. **Name of Firm:** _____
[Insert name of firm proposing the staff]:

3. **Name of Staff:** _____
[Insert full name]:

4. **Date of Birth:** _____

5. **Nationality:** _____

6. **Education:** _____
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of acquiring]:

7. **Membership of Professional Associations:** _____

8. **Other Training:** _____

9. **Work Experience in States** _____
[List States where staff has worked in the last ten years]:

10. **Languages:** _____
[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. **Employment Record:** _____
[Starting with present position, list in reverse order every employment held by staff member since graduation giving details for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From[Year]: _____ To[Year]: _____

Authority: _____

Position held: _____

12. **Detailed Tasks Assigned:**

[List all tasks to be performed by above staff under this Assignment for which Proposal is being submitted]

- 13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[Amongst the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff's capability to handle the tasks listed under point 12.]

Name of Assignment/job or project: _____

Year: _____

Location: _____

Authority: _____

Main features of Assignment: _____

Positions held: _____

Activities performed: _____

14. Certification:

I, the undersigned, 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.

Date: _____

[Signature of authorized representative of the bidder] Day/Month/Year

Full name of authorized representative: _____

Signature of authorized representative: _____

WORK SCHEDULE & TIME SCHEDULE

Outline here the Work Schedule/Plan and Time Schedule, as per following proforma:

S.No.	Activity*	Duration/Month**

Notes:

- * Indicate all main activities of the Assignment/job, including delivery of reports i.e. deliverables as per TOR and other benchmarks such as Authority's approvals.
- ** Duration of activities shall be indicated in the form of a bar chart.

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

1. Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in Para-5 of Section-2 of RFP. If yes, please furnish details of any such activities.

2. If no, please certify, asunder:

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under Para-5 of the Section-2. We also acknowledge that in case of mis-representation of the information, our proposals/contract shall be rejected/ terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Section- 5

Financial Proposal Forms

Financial Proposal Submission Form

To,

S.K. Panigrahi,
Assistant Director
Ministry of Textiles, Udyog Bhavan,
Room No. 339, Maulana Azad Road, New Delhi
Tel: 011-23061330

Location (Date)

Dear Sir,

We, the undersigned, offer to provide the consultancy assignment/job for undertaking a study on GST rates relating to Textiles and Apparel – inverted duty structure in Textile Sector in accordance with your Request for Proposal dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes and duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal as given in para 8 of Section 2 i.e. Instruction to the Consultant.

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

Yours sincerely,

Signature [In full and initials] of Authorized signatory:

Name and Title of Signatory:

Name of Consultancy:

Address:

Note: Financial proposal FORM FIN-1 is to be uploaded in BoQ format only

FORM FIN-2
Summary of Cost

S.No.	Particulars/ Items	Amount in Figure (Rupees)	Amount in words (Rupees)
1.	Remuneration (Key professional & Support Staff)		
2.	Expenses on Transportation, Accommodation, TA/DA, Local Transport, etc.		
3.	Miscellaneous Expenses related to Assignment such as office expenses, training, data entry, data analysis, report writing etc.		
4.	Service Tax/Any other tax		
	Total Cost of Financial Bid (including applicable Taxes)		

Authorized Signature: _____

Name: _____

Designation: _____

Name of firm: _____

Address: _____

Note: Financial proposal FORM FIN-2 is to be uploaded in BoQ format only

FORM FIN-3

BREAKDOWN OF REMUNERATION
(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Days Rates	Propose d Man Days	Total Amount in Rupees
			(A)	(B)	(A)*(B)
1	(Key professionals)				
2	(Support Staff)				

1. Key Professionals are to be indicated by name.
2. Support Staff is to be indicated as per category

Total Remuneration= _____ Amount in Rupees

(Amount in Words):(Rupees _____ Only)

Notes:

- 1 Professional Staff and support staff should be indicated individually.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-4 & 5.

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.

Section 6

Other Terms and Conditions

Other Terms and Conditions

1. The other general terms and conditions applicable to each assignment under this scheme will be:
 - a) The assignment should be completed within the time stipulated in the agreement. Delay in submission of the report beyond the stipulated time will attract penalty to be decided by MoT or non-extension of agreement. For factors beyond the control of the institution given the assignment, suitable extension in time may, however, be granted at the request of the institution.
 - b) The Government shall not pay any extra amount for any escalation in the cost of the assignment beyond the time period stipulated in the agreement.
 - c) The total fee for the study as agreed with the organization will include service tax and other tax, if any, and the liability of payment of the tax will be the Institution conducting the study.
 - d) 50 hard copies of the final report, along with 50 hard copies of the executive summary and soft copy containing the final report shall be submitted before releasing the final installment of payment.
 - e) During the assignment period Government may modify the TOR and other terms and conditions of the assignment, if necessary, in order to strengthen / deepen its scope /coverage.
 - f) The draft/final reports and the contents thereof would be the intellectual property of the Government and would not be published by the institution concerned without prior approval of the Government.
 - g) In case of the change of consultant/team leader during the currency of study, the new consultant/team leader may be appointed by the Institution with the prior approval of the Ministry.
 - h) The raw data/processed data finding should not be disclosed by the Institution to any third party without prior approval of the Government.
 - i) Copyright of the Study outcome shall vest with the Ministry of Textiles, Government of India.
 - j) Confidentiality of any data and information provided by Ministry of Textiles and other government agencies to the Consultant should be maintained.
 - k) The report would be treated as final only after its approval by Ministry of

Textiles.

- l) All disputes/interpretation and other matters if any, concerning this agreement in any manner whatsoever shall be subject to final decision of the Ministry of Textiles.
- m) Governing Law and jurisdiction: This agreement shall be governed by the law in India and court at New Delhi.

2. **Budget/Payment Schedule:**

Schedule for release of payments will be as under:-

Payment terms:		
	Milestone	% of total fee
	On submission of detailed Plan after selection of the Consultant (The firm/agency is required to submit BG equivalent to the amount of advance.)	20%
	On submission of Preliminary Study Report including executive summary and presentation of draft report to be made before MoT and report to be found to be generally acceptable	20%
	On Submission of Final Study Report within stipulated time, presentation before MoT and acceptance of report	60%

Penalty:

If the agency/organization/institutions is not able to complete the evaluation in time and/or is unable to furnish the reports in time the agency would be liable to be penalized for delay as follows: '1% of the fee (excluding taxes) per week or part of it subject to maximum of 10% of contract value'.

3. **Eligibility of consortium:**

The invited agencies are allowed to include other organizations or individual not belonging to their firm in their core team for implementing the assignment.

a) That the Consultancy Organization will utilize the above amount only for the purpose for which it is sanctioned.

b) That the Consultancy Organization shall maintain a separate account of the money received for this purpose from the Department and have the final accounts audited by the Government Auditors (in case its accounts are subjected to audit by Comptroller & Auditor General of India) or by a

Chartered Accountant. The accounting audit arrangement for the study will be the same as prevailing in respect of other Government consultancy projects undertaken by it.

- a) The Consultancy Organization shall neither accept nor apply for financial assistance from any other source towards this study.
- b) That the Consultancy Organization will not purchase or acquire any durable assets like photocopiers, computers, etc. out of the sanctioned amount.
- c) That the Consultancy Organization also agrees to carry out the assignment with high professional standards of competence and integrity having due regards to the nature and purpose of the assignment and to ensure the staff assigned to perform the services under this Agreement will conduct themselves in a manner consistent therein.

4. RIGHT OF MINISTRY OF TEXTILES:

- (i) Ministry of Textiles reserves the right to accept/reject the offers received or call for any additional information /clarification, or modify /cancel the bidding process, if so required, without assigning any reasons whatsoever.
- (ii) Ministry of Textile reserves the right to cancel/terminate the agreement any time without assigning any reason or failing to submit the report within stipulated time or unsatisfactory report or any reason as deemed fit. No consequential damage shall be payable to the Consultant in the event of such termination.
- (iii) 5% per month penalty to be imposed for an delay in submission of the final report.

5. FORCE MAJEURE:

The failure to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default insofar as such inability arises from an event of Force Majeure. For the purpose of this RFP “Force Majeure” means an event which is beyond the reasonable control of the Ministry and is not foreseeable.

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/Mtnl Trustline/Safe Scrypt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e- Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).