REQUEST FOR PROPOSAL (RFP)

RFP for engagement of Consultancy Organisation to Undertake Study on "Impact Evaluation of Next-Generation GST Reforms in the Textile Sector"

TEXTILESCOMMITTEE
MARKET RESEARCH DIVISION
Govt. of India, Ministry of Textiles
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Contents

1. Background

The implementation of GST since July 2017 was a milestone for the Indian economy causing overall growth in the long run. In order to mitigate the adverse impact of the geo-political tensions around the globe as well as additional tariffs imposed by one of the major consumers of merchandise goods including textiles and apparel, the Government of India has revisited the GST rates and rationalized to meet the expectations of the broader spectrum of manufacturing sector including textiles and apparel segment.

In order to ascertain the possible impact of the Next Generation GST Reforms on the Indian Textile Value Chain including the consumers of end products, the Ministry of Textiles is organizing impact evaluation of Next- Generation GST Reforms in the textile sector by engaging third party consultants with the following terms of reference.

The Ministry of Textiles has tasked the TC to conduct the study on “Impact Evaluation of Next-Generation GST Reforms in the Textile Sector”.

2. About Textiles Committee

The Textiles Committee is a statutory body under the administrative control of the Ministry of Textiles, Govt. of India constituted by the Textiles Committee Act 1963 with an aim to ensure quality of textiles and textile machinery for domestic and international market. As a part of the mandate, the organization has been undertaking host of activities for the development of the Textile & Apparel (T&A) industry of the country. Some of the activities mandated to the organization as per the act are (1) Undertake, assist and encourage scientific, technological and economic research in textile industry including machinery (2) Promote export of textiles and textile machinery and carry on propaganda for that purpose (3) establish, adopt or recognize standards for textile and its packaging materials. For the purpose of export and internal consumption affix suitable marks on such standardized textiles (4) Establish laboratories and test houses for the testing of textiles and (5) Collect statistics across the Textile Value Chain (TVC).

In the post liberalisation era, the Textiles Committee has reoriented its role from being a regulatory body to become a facilitator of growth through various interventions. As a facilitator for growth of the sector, the committee renders valuable services to the textile trade and industry through a network of regional offices situated in the major textile manufacturing /export centres of the country with its Head Office at Mumbai.

As a part of re-orienting its activities, the Textiles Committee has also been undertaking extensive research on issues relating to globalization, international trade, issues relating to WTO, Intellectual Property Rights (IPR) Protections of unique textiles & handicrafts through GI, in addition to dedicated activities of Market Intelligence in Textiles (MIT) for trade & competitiveness analyses. Keeping the changes in global trade in textiles and importance of the sector to the Indian economy in mind, the TC has also been working on emerging areas like Textile Economic Research (TER), Trade Related Capacity Building (TRCB) of stakeholders, training, Non Tariff Barriers (NTBs), etc. The TC has also been working with various state governments for the development of textile industry in the respective states on various issues like IPR protection on unique textiles & handicrafts through Geographical Indications (GI) Act, 1999, formulation of state specific policies, etc.

3. Objectives & Scope of the study:

Textiles Committee proposes to engage a reputed Consulting Firm/organization with relevant expertise and experience to conduct the study "Impact Evaluation of Next-Generation GST Reforms in the Textile Sector" and meet Terms of References (ToRs) formulated for organizing the study to evaluate the GST reforms.

The entire TVC viz., Spinning, Weaving, Knitting, Apparels, Processing, Made-ups & Technical Textiles segments of the textile sector has to be covered under the study. Besides the manufacturing segments of the sector, the consumers of garments and made-ups are to be covered to evaluate the possible impact of the GST reforms on their purchasing decisions.

4. Terms of Reference for "Impact Evaluation of Next-Generation GST Reforms in the Textile Sector"

The Terms of Reference for organizing the study are as given below:

i. To evaluate the impact of GST in pre GST reform period across the Textile Value Chain (TVC) during last five years
ii. To assess the possible impact of Post Next Generation GST Reforms on TVC viz., Ginning & Pressing, Spinning, Weaving, Knitting, Garmenting, Processing, Made-ups & Technical Textiles, Handlooms and textile related handicraft segments.

iii. Analyse the Indian GST system with tax system of peer countries viz., China, Bangladesh, Viet Nam, Germany, etc
iv. To assess the impact of GST on addressing the tariffs imposed by US on Indian T&A exports
v. To study whether the Next Generation GST Reforms will help in increase in demand of T&A in domestic market.
vi. To provide suggestive measures for further strengthening such initiatives/schemes for the benefit & strengthening the textile sector.

5. Sample Size

The sample size is divided into 2 parts viz. (i) TVC & (ii) Consumers.

(i) Sample Size of TVC

The sample size, as defined in the below table, is to be covered from all the segments of the TVC for organizing the study. The segments to be covered under the study are Ginning & Pressing, Spinning, Weaving, Knitting, Apparels, Processing (Dyeing & Printing), Made-ups & Technical Textiles. In addition, handlooms and handicrafts (only textile related like textile printing, embroidery, hand knitting & carpets) will be covered for the purpose of the study. The proposed sample size is as given below:

Table: 1
Indicative Sample size of TVC

S. No.	Segment	Sample to be covered	Remarks
1.	Ginning & Pressing	50	The sample size units will also cover both MSMEs and Non-MSMEs
2.	Spinning (All types of spinning)	50	
3.	Weaving (All types of weaving)	150	
4.	Knitting (All types of knitting)	150	
5.	Processing (All types of processing)	100	
6.	Apparels	200	
7.	Made-ups	100	
8.	Technical Textiles	100	
9.	Handlooms	100	
10.	Handicrafts	100	
	Total	**1100**	

(ii) Sample Size of Consumers

A sample of around 100 consumers each from major cities (having population of 20 lakhs and above) are to be covered to ascertain the possible impact of GST reforms on consumers on their purchasing decisions. List of the cities to be covered is as under. A total of 1800 consumers (equal weightage to consumers of textile goods carrying GST rate of 5% & 18%) are to be covered under the study.

Table : 2
List of the cities to be covered

Metropolitan area	State/UT	Population
National Capital Region	Delhi, Haryana, Rajasthan, Uttar Pradesh	58,150,000
Mumbai	Maharashtra	23,598,000
Kolkata	West Bengal	15,870,000
Chennai	Tamil Nadu	12,288,000
Bangalore	Karnataka	11,490,000
Hyderabad	Telangana	9,600,000
Pune	Maharashtra	7,276,000
Andhra Pradesh Capital Region	Andhra Pradesh	5,873,588
Ahmedabad	Gujarat	6,357,693
Surat	Gujarat	4,591,246
Visakhapatnam	Andhra Pradesh	4,070,000
Jaipur	Rajasthan	3,073,350
Lucknow	Uttar Pradesh	2,902,920
Kanpur	Uttar Pradesh	2,920,067
Coimbatore	Tamil Nadu	2,467,000
Salem	Tamil Nadu	2,290,024
Madurai	Tamil Nadu	2,263,115
Kochi	Kerala	2,119,724

Note: Population as per 2011 census

6. Approach & Methodology for conducting the Study

The evaluation may employ a mixed-methods approach, including sectoral analysis, document reviews, Quantitative and Qualitative Data Analysis etc. The methodology for research can be a mix method approach with a pragmatic blend of quantitative and qualitative data collection techniques. The research design may include primary data collection across various clusters for addressing the terms of references. Qualitative methods may include key informant interviews, focus group discussions and other relevant methods as per the scope of the study. As part of the technical proposal, the agency may provide the details of the proposed research methodology, including but not limited to the following:

- Plan for primary data collection through survey specifying units of analysis across various clusters
- Plan for usage of qualitative research methods
- Plan for data analysis
- Profile and experience of data collection team should also be included as part of the Team Structure section of the Technical Proposal
- The Agency will be expected to start the work/ survey in major clusters across India simultaneously.

7. Deliverables and Timelines

a. Inception report with final scope, methodology and approach: This should also include findings from the meta-analysis and therefore the areas which will be further explored during field visits.

b. Component-wise comprehensive research reports: Comprehensive research report for reforms in each of the TVC, addressing the evaluation questions related to their impact, effectiveness, and efficiency.

c. Final evaluation report: Providing an overall assessment of the Reforms, highlighting key findings, cross-cutting issues, and to provide suggestive measures for further strengthening such initiatives/schemes for the benefit & strengthening the textile sector.

d. All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with the Textiles Committee. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from primary survey in MS Excel/CSV format.

e. Following the award of contract, the timelines expected are as follows:
The final report shall be submitted in a period of 90 days from the date of award of contract. Following the award of contract, the timelines expected are as follows:

Table 1: Timelines

Sr.No	**Activity**	**Deadline**
1	Award of contract	T
2	Submission of Inception Report of the study/research proposal	T + 30 days
3	Submission of Mid-term Report (Presentation)	T + 45 days
4	Submission of Draft Research Report	T + 60 days
5	Consultation on Draft Research Report with MoT/Textiles Committee	T + 70 days
6	Finalization of draft research report based on comments by MoT/Textiles Committee	T + 80 days
7	Submission of Final Report	T + 90 days

*The bidder is required to submit a detailed timeline with an implementation schedule as a part of the project plan.

For any delay in submission of the report without approval of Ministry of Textiles will attract penalty of 5% per month from stipulated date of submission i.e., 3 months from the date of awarding the contract.

8. Reporting

a. The agency will work in close consultation with Textiles Committee, the Ministry of Textiles , Govt. of India.

b. The agency shall submit the progress on fortnight basis to the Textiles Committee along with presentation on the progress.

c. The agency will make a presentation on the Inception Report for discussion with the MoT/Textiles Committee at a meeting. This will be a working document. The agency is required to prepare and submit periodic updates that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; any other information. The agency's work on the TOR tasks shall continue while the report is under consideration and is being discussed.

d. The agency shall inform well in advance about the submission & presentation of draft & final report as per requirement/ToR to the MoT/TC.

9. Terms of Payment Release:

After the award of the contract and subject to its acceptance by the bidder, following methodology will be apply to release the payment part wise:

i.	Amount to be released after submission of Inception Report (The agency shall submit Performance Security @ 25% and Performance Guarantee @ 5% of the Contract value, excluding GST, after award of the Contract)	25%
ii.	Amount to be released after Submission and acceptance of Draft Research Report (Should be submitted within 60 days from the date of award of the contract)	25%
iii.	Amount to be released after Acceptance of the Final Report (Should be submitted within five days from the date of communication of the suggestions, if any, by the MoT/ Textiles Committee).	50%

10. Evaluation Methodology

The evaluation for the submitted proposals will be carried out in two parts, i.e. Technical Evaluation and Financial Evaluation. Technical and Financial weight ages are as under for final evaluation:

Sl. No.	**Proposal**	**Technical bid Score weightage**	**Financial bid Score weightage**
1.	Engagement of Consultancy Organisation to Undertake Study on “Impact Evaluation of Next-Generation GST Reforms in the Textile Sector”	70	30

11. Technical Evaluation Process:

The technical evaluation process shall comprise of the following two stages:

a) Document based evaluation and
b) Presentation.

Textiles Committee will evaluate the bidders on the basis of the Technical Bids submitted by them. The Bidders who qualify under the minimum eligibility criteria in the document based evaluation viz. parameters of Sl. No.s 1 to 6 of the Technical Evaluation Criteria, which is defined below, only will be short listed to make a detailed presentation either offline, at Textiles Committee Office in Mumbai, or online, in respect of their bids. These short listed bidders shall submit their presentation on Technical Approach and methodology including sampling technique, analytical tools usage, questionnaires, Methodology, approach, uses of tools, Work Plan and manpower deployment etc., as defined under parameters of Sl. No.s 7 to 8 of the Technical Evaluation Criteria, along with the presentation on other parameters. The Bidders must score a minimum of 60 marks out of total 100 marks to be qualified for financial bid opening.

Technical Evaluation (Technical Score-TS)

The bidders should satisfy the following eligibility criteria to qualify for the Technical Evaluation. Proposals not meeting the eligibility criteria and failed to upload the supporting documents (legible) will be summarily rejected.

Technical Evaluation Criteria

S. No.	Parameter	Criteria	Min Marks	Max Marks
1	Average annual Turnover (in Rs) in the last five FY (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).(From Consulting Business)	From Rs.2.5 Crore to Rs 5 Crore =6 Marks	06 Marks	10 Marks
		Above Rs 5 Crore to 7.5 Crore =8 Marks		
		Above Rs 10 Crore =10 Marks		
2	Past Experience of the Firm (No. of years of existence of the firm)	05-10 years=3 Marks	03 Marks	05 Marks
		More than 10 years= 5 marks		
3	Experience – Policy analysis studies done in past for Government/ PSU's/Autonomous bodies/Statutory bodies of Government of India	05-10 Studies = 6 marks	06 Marks	10 Marks
		More than 10 studies = 10 marks		
4	Presence in State/UT	5 to 8 = 3 Marks	03 Marks	5 Marks
		Above 8 = 5 Marks		
5	Resources – Education of the 5 Key persons who will monitor/part of & conduct this project (To be certified by the company HR as per format attached) Team should be multi-disciplinary (textile engineering/ economics/ law/ data analysis etc.)	Post Graduate =1.2 Marks for each staff	06 Marks	10 Marks
		PhD = 2 Marks for each staff		
6	Resources – Experience of the 5	5 years = 1.2 Marks for Each staff	06 Marks	10 Marks

S. No.	Parameter	Criteria	Min Marks	Max Marks
	Key persons in relevant field who will monitor/part of & conduct this project (To be certified by the company as per format attached)	Above 5 years = 2 Marks for each staff		
7	Technical Approach and methodology including sampling technique, analytical tools usage, questionnaires, etc. Methodology, approach, uses of tools, workplan etc.	On the basis of presentation	18 Marks	30 Marks
8	Work Plan and manpower deployment		12 Marks	20 Marks
		Total	**60 Marks**	**100 Marks**

Note: Bidder must qualify in each of the above parameters to qualify for the further evaluation. Bidders must score a minimum of 60 marks out of total 100 marks subject to qualify in each of the above parameters (obtain minimum marks in each parameters) for further financial bid opening stage. In case, none of the agencies score more than 60 marks, the evaluation committee may choose to reduce the minimum score criteria as per its own discretion.

Presentation: The presentation will cover all the important key parameters as mentioned below so that scoring may be done:

a. Methodology
b. Approach including development of specifications of the product
c. Uses of tools
d. Work plan
e. Proposed value addition
f. Data Management Capacity
g. Clarity and relevance of documentation
h. Any other related documents

The Bidders during the presentation must also provide an organizational chart specific to the personnel assigned to accomplish the work called for in this tender; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the tender. Bidders must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract.

12. Financial Evaluation

Only those bids with a technical score of 60 and qualified on all parameters shall be considered for financial evaluation.

13. Combined Evaluation Criteria

Quality and Cost Based Selection (QCBS) method shall be adopted as provided in the GeM for selection. The weightage given to the Technical proposal score shall be '70' and the weightage given to the financial proposal shall be '30'. The composite score given by GeM would be used to determine final bidder selection.

For any queries/clarifications please contact the undersigned:

Director (MR),
Textiles Committee,
Ministry of Textiles, Govt. of India,
P. Balu Road, Prabhadevi Chowk, Prabhadevi, Mumbai– 400025
Tel.;022 -66527-563 /564/568.
Email:dmr.tc@nic.in,
Website: www.textilescommittee.nic.in

14. Appendix1: Additional Conditions in addition to standard SLA

1. Consortium and tie-ups are not allowed.
2. Proposal is to be submitted as per the formats provided in the bid/RFP. The forms are available at the respective criteria. The proposal to be submitted along with the covering letter (Form 1).
3. The software for data collection will be designed by service provider in a manner enabling for capturing the data real time along with relevant analytics.
4. Data collected shall be subject to back-checks from survey team supervisors. It should be ensured that missing values or inappropriate entries are less than 1%.
5. The buyer will carry out quality checks, at their cost, for not less than 10% of the samples enumerated by the Agency on random basis. The Agency shall share all the information collected for the study for this purpose, in both soft and hard copies.
6. The buyer will be carrying out random monitoring activities in selected geographies. Any difference of more than 5% will lead to repetition of the survey in those geographies. No payments shall be done for any reworks or re-surveys for such reasons.
7. Service provider should organize adequate training for field investigators, including field supervisors, to understand and familiarize with the survey objectives and survey questionnaires. Representative from buyer organization may be present at the time of training.
8. Data collectors for the concerned study will have linguistic and cultural compatibility with selected geographies and equipped with appropriate devices for data collection.
9. Responses will be geo tagged for physical interviews/interactions. Virtual meets to be recorded with consent.
10. All reports must be coherent, polished, professionally edited, well-laid-out and clearly organized narratives with appropriate and relevant supporting graphics (where necessary) and comprehensive end notes and annexures.
11. Cutting, pasting, and touching up bullets, charts, and other information from a Power Point presentation into a Word document does not equal a report and will be rejected.
12. The final cleaned data set will be provided in CSV files and final report in PDF
13. The selected bidder will provide fortnightly reports to Textiles Committee indicating the completed work, work in progress and the work to be taken

up in coming fortnight.

14. The selected agency shall submit 25 hard copies & soft copy of the final report to Textiles Committee.
15. The Purchaser reserves the right to verify the veracity of the certificates, if required, by even visiting sites of the clients to satisfy themselves. The vendor will be responsible for organizing the site visit. Purchaser shall bear the expenses for site visit for the evaluation team excluding the expense for the vendor team.
16. **Agreement Signing:** The selected Agency has to sign an Agreement with the buyer (Textiles Committee) for rendering satisfactory services and completion of the project in a time bound manner. The Agreement shall include provisions for taking performance guarantee, damages for delay or award for early completion besides other clauses as are finalized by the Textiles Committee.
17. **Agreement Cancellation:** In the event of Agency willfully not commencing the work within 30 working days after the stipulated period, buyer (Textiles Committee) at its sole discretion shall cancel the agreement in writing and the Agency shall refund the advance payments within 10 days to the buyer (Textiles Committee) along with interest @18% p.a.
18. Pre-bid meeting will conducted in Hybrid mode on the date as declared in the Gem bid. The link for attending this meeting will be sent separately to each bidder.
19. **Performance Security**: The successful bidder would be required to submit (and keep active for the life of the project) a Performance Security (by way of Bank Guarantee) for 25% of contract value for successful performance of the activities in the contract. The Textiles Committee, Ministry of Textiles will provide the format of Performance Security (by way of Bank Guarantee) to the successful Bidder.
20. **Performance Guarantee:** The successful bidder would be required to submit (and keep active for the life of the project) a Performance Guarantee (by way of Bank Guarantee) for 5% of contract value for successful performance of the activities in the contract. The Textiles Committee, Ministry of Textiles will provide the format of Performance Guarantee to the successful Bidder.
21. **Right to Termination:** The Textiles Committee, reserves the right to terminate the award of the Contract, if is of the opinion that the performance of the Agency is not satisfactory at any point of time during the period of the Contract.
22. **Right to accept/reject any Request for Proposal (RFP):** The Textiles Committee, reserves the right to accept or reject any or all Applications

and to annul the selection process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

23. **Amendment of RFP Document:** At any time, prior to the deadline for submission of Request for Proposal (RFP), the Textiles Committee either on its own or on request of the Applicant may amend the RFP documents by issuing addendum or addenda including those issued after the pre-bid conference. These addenda shall be posted at the website of the Textiles Committee and also at gem website and shall be treated as a part of the RFP Documents. The Textiles Committee may, at its discretion, extend the deadline for the submission of Applications.
24. **Conflict of Interest:** The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in activities that conflict with the interest of the client. Any applicant who is found to have a Conflict of Interest shall be disqualified.
25. **Intellectual Property Rights (IPR):** The IPR, namely any patent, copyright, trademark, trade secret or other intellectual proprietary right, of all the database, programs, source-code, reports, formats, information collected for the purpose (soft & hard), software developed for the purpose, etc., would solely vest with the Textiles Committee.
26. **Confidentiality and Non-Disclosure:** The data provided by the Textiles Committee and other agencies should be kept confidential. Any portion or part of the data should not be produced/ published or sold to others. The right to prevent unauthorized disclosures shall solely vest with the Government.
27. **Arbitration Clause:** Should any dispute of difference arise concerning the subject matter of these presents or any covenant or thing herein contained or otherwise arising out of this lease, the same shall be referred to Arbitrator to be appointed by the Government of India and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of the Arbitration Act 1996 or any statutory modifications thereof for the time being in force shall apply to such arbitration.

28. **Limitation of Liability:**

28.1 There shall be no such limitation in case of the Consulting Firm (CF) gross negligence or willful misconduct.

28.2 The liability to the employer shall in no case be limited to less than the total payments expected to be made under the agency's contract, or the proceeds the agency is entitled to receive under its insurance, whichever is higher;

28.3 Any such limitation shall deal only with the agency's liability towards the employer and not with the Agency's liability toward third parties.

28.4 The Agency shall indemnify the Government and hold it harmless from any loss, claim or damage to persons or property, arising out of this Agreement, the System or the Services provided, including Attorney's fees, to the extent that such loss, claim or damage is caused by the intentional Acts of Agency or from Agency breach of any term of this Agreement.

28.5 In the event of Consulting Firm (CF) fails to execute the project as stipulated in the delivery schedule, or breaches Service Level Agreements (SLAs) which leads to termination, the Textiles Committee reserves the right to procure the similar services from the next eligible bidder or from other alternate sources at the risk, cost and responsibility of the Consulting Firm. Before taking such a decision, the Textiles Committee, Mumbai serve 30 days advance notice in writing to the agency. 10% penalty of the contract value or the cost of the risk purchase whichever is higher will be imposed on the CF.

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

28.7 In the event of any discrepancy observed in the data collected and other information and the report during the quality checking of data, the Textiles Committee reserves the right to reject the report or deduct an amount to be decided by the Competent Authority in Textiles Committee from the total project cost. The decision of Competent Authority in Textiles Committee will be final in this regard.

29. **Interpretation and Severability**

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

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

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

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

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

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

32 Confidentiality obligations set forth above shall not be applicable when disclosure is required under any law or pursuant to a direction from any legal or regulatory authority or mandated by a judicial order

33 In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.

34 **Liability of the Consultant** -"Under no circumstances shall the liability of the Consultant if any, exceed the amount of fee received for services under this Agreement"

35 **Intellectual Property Rights:** The agency shall at all times indemnify and keep indemnified TEXTILES COMMITTEE MARKET RESEARCH DIVISION Govt. of India, Ministry of Textiles against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. In addition, the firm should be permitted to use the IPRs in its deliverables for its purposes post the completion of the project.

36 Limitation of th**e Consultant's Liability towards the Client -** In no event

shall the aggregate liability of the Consultant, its partners, directors, consultants, employees, agents, affiliates and other personnel for damage exceed the amount of the fees that the Consultant has received in connection with this Agreement.

37 Under no circumstances shall the liability of the Consultant if any, exceed the amount of fee received for services under this Agreement.

Form1: Covering Letter

(The Covering Letter is to be submitted on Official Letter Heads by the Applicant Agency requesting for Selection of Agency to Undertake Study on “Impact Evaluation of Next-Generation GST Reforms in the Textile Sector” ***)***

Date:
Place:

To
The Secretary,
Textiles Committee,
Govt. of India, Ministry of Textiles,
P. Balu Road, Prabhadevi
Chowk, Prabhadevi, Mumbai –
400025

Dear Sir,

Sub: Proposal for Selection of Agency to Undertake Study on “Impact Evaluation of Next-Generation GST Reforms in the Textile Sector”

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

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

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

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

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

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

14. We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
15. The Technical and Financial Proposal is being submitted in a separate cover. This Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
16. We agree and undertake to abide by all the terms and conditions of the RFP Document.

For and on behalf of: (Company Seal)

Signature:

Name:

Designation:

(Authorized Representative and Signatory and Stamp)

(To be printed on official letter head)

Form2: Details of the Applicant Agency

Name of Agency	
Legal Entity of Agency	
Name of Registering Authority	
Registration Number	
Date & Place of Registration	
GST No	
PAN Number	
MSME Status	
Udyog Aadhaar Number (if applicable)	
Registered/Head Office Address	
Phone Numbers (with STD Code)	
Mobile Number	
Email Address	
Name of the Bank with A/C No. and IFSC Code	
Website(if available)	
Name of Authorized Representative	
Designation	
Mobile	
Email	

Details of the Applicant Agency
(Note: All information to be filled in Capital letters only)
For and on behalf of:

(Company Seal)

Signature:
Name:
Designation:
(Authorized Representative and Signatory with Stamp)

(To be printed on official letter head)

Form 3: Financial Standing – Annual Turnover

Certificate from the **Chartered Accountant**/Audit Firm regarding Annual Turnover of the Applicant Agency in the previous 5 consecutive financial years

Based on its books of accounts and other published information authenticated by it, this is to certify that……(Name of the Applicant) had, over the last five financial years, below is the annual year wise turnover given:

Financial Year ending 31st March	Turnover (Rs.Lakh)
2023-24	
2022-23	
2021-22	
2020-21	
2019-20	
Average	

(Note: All information to be filled in Capital letters only)

Name of the audit firm/ Chartered Accountant:

Seal of the audit firm:

(Signature, name and designation and registration Number of the Chartered accountant/ audit firm)

Date:

Place:

(To be printed on official letter head)

Form 4 : Agency Experience

Name of the bidder/Agency:

Details of Projects in the last 5 Years									
Sr. No.	Project Start date	Project End Date	Title of Project	Brief Scope	Client	Sector	Project Value (Rs.In Lakhs)	Completion Status	Reference At Page No.

Total number of the projects:

For and on behalf of:

Signature:

Name:

Designation:

(Authorized Representative and Signatory)
(Company Seal/Stamp)

<u>(To be printed on official letter head)</u>

Form 5: Brief Info of Key Persons

(To be filled in capital letters only)	
Name of Person	
Designation	
Educational Qualifications	
Total Relevant Experience (Yrs.)	
Experience In This Company (Yrs.)	
Proposed Role in this Study	

Similar Projects Handled

Sr. No.	Year	Title of Project	Brief Scope of Project	Role of Persons	Status of Project (Completed /In-Progress)
(i).					
(ii).					
(iii).					
(iv).					
(v).					

Name & Signature of HR With Stamp	

(To be printed on official letter head)

Form 6: Presence in States/UT

This form shall contain the information of your presence in states/UT.

S.No	State/UT Name	Full Address	GST Number	Reference at Page No.
1				
2				
3				
4				
5				

(Note: All information to be filled in Capital letters only)

For and on behalf of: (Company Seal)

Signature:

Name:

Designation:

(Authorized Representative and Signatory)

(To be printed on official letter head)

Form 7: Price Breakup

Project: Request for Proposal for Selection of Agency to Undertake Study on "Impact Evaluation of Next-Generation GST Reforms in the Textile Sector"

Description	**Price in Indian Rs.**
Total project cost including all expenses including but not limited to Travel, Boarding & Lodging, Communication, application/software development, tools, out of pocket expenses etc.,	
SGST@____%	
CGST @____%	
IGST@____%	
Total *	
Amount in Words:	

* No other fees/cost/expenses will be paid over and above the above quoted cost.

(Signature, name and designation of authorized person)

Date:

Place:

*****END OF DOCUMENT*****