

REQUEST FOR PROPOSAL

For

“Selection of Technical Consultant Agency to Impart Industrial Training, Engage in Livelihood Activities and provide Market Linkages at Garment Factory in Municipal Corporation Bhilai, Chhattisgarh”

Municipal Corporation, Bhilai
Government of Chhattisgarh

RFP Notice No.-/727/ 2023-24

Date 19 /04 /2023

“Selection of Technical Consultant Agency to Impart Industrial Training, Engage in Livelihood Activities and provide Market Linkages at Garment Factory in Municipal Corporation Bhilai, Chhattisgarh,”

Name of Work	EMD	Document Fee
Appointment of Technical Consultant Agency for Imparting Industrial Training, Engaging in Livelihood Activities and providing Market Linkages at Garment Factory in Municipal Corporation Bhilai, Chhattisgarh	INR Rs 100,000.00	INR Rs 1000.00

1. RFP documents can be seen on the website
<http://et.bhilainagarnigam.com/Tender.php> and can be downloaded from the said portal.
2. Date of Publishing of tender : - 19-04-2023
3. Last date of Submission of tender : - 10-05-2023
4. Date of opening of tender : - 11-05-2023

Municipal Commissioner
Municipal Corporation, Bhilai, C.G

DISCLAIMER

This Request for Proposal (**RFP**) is issued by the Municipal Commissioner, Municipal Corporation, Bhilai, C.G. The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by on behalf of the Authority or any of their employees or advisors, is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the objectives, technical expertise and particular needs of each part who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assumptions, assessments, statements or information contained therein or deemed to form part of this RFP or arising in any way in the Selection process. The Authority 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.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for service and the Authority reserves the right to reject all or any of the Proposals without assigning any reason whatsoever. Municipal Commissioner, Municipal Corporation, Bhilai, C.G. shall be the sole and final authority with respect to selection of a Consultant through this RFP.

SECTION: 1
LETTER OF INVITATION

Name of the Assignment: Selection of Technical Consultant Agency to Impart Industrial Training, Engage in Livelihood Activities and provide Market Linkages at Garment Factory in Municipal Corporation Bhilai, C.G.

Municipal Commissioner, Municipal Corporation Bhilai, C.G.(The Client) invites sealed proposal from eligible bidders for “Selection of Technical Consultant Agency to Impart Industrial Training, Engage in Livelihood Activities and provide Market Linkages at Garment Factory in Municipal Corporation Bhilai”. More details on the proposed assignment are provided at Section-3: Terms of Reference of this RFP Document.

BIDDER DATA SHEET

Sl. No.	Particular	Details
1.	Name of the Client	Municipal Commissioner, Municipal Corporation Bhilai, C.G.
2.	Funding Agency	Municipal Corporation Bhilai, C.G.
3.	Method of Selection	Combined Quality and Cost Based Selection (CQCBS)
4.	Availability of RFP Document	http://et.bhilainagarnigam.com/Tender.php
5.	Date of Issue of RFP	19-04-2023
6.	Last Date and Time for submission of Bid	10-05-2023, 5.30 pm
7.	Date of opening of Technical Proposal	11-05-2023
8.	Date of Technical Presentation	12-05-2023
9.	Date of opening of Financial Proposal	16-05-2023
10.	Bid Processing Fee (Non-Refundable)	1,000/- INR
11.	Earnest Money Deposit (EMD) (Refundable)	1,00,000/ - INR
12.	Project Duration	12 MonthsPhase 1 (Extendable)
13.	Address for Submission of Proposal	Address: Office of the Municipal Commissioner, Municipal Corporation Bhilai, Akash Ganga SupelaBhilai Distt Durg C.G. PIN: 490023
14.	Mode of Submission of Proposal	Mode of Submission: Speed Post / Registered Post only to the address as specified above during office hour only. Submission of bid through other mode and late bid will be rejected.

16.	Place of Opening of Technical Proposal:	Project Cell, Municipal Corporation Bhilai, C.G.
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*** For details on the selection process, please visit: <http://et.bhilainagarnigam.com/Tender.php>

1. The Bidder will be selected under Combined Quality and Cost Based Selection (CQCBS) procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Guideline of Finance Department, Government of Chhattisgarh.
2. The proposal completes in all respect as specified in the RFP Document must be accompanied with a non-refundable amount of Rs. 1,000/- (Rupees One Thousand only) towards Bid Processing Fee and a Refundable amount of Rs. 1,00,000/- (Rupees One Lakh only) towards EMD in form of Demand Draft / Banker's Cheque in favour of "Municipal Commissioner, Municipal Corporation Bhilai, C.G." drawn in any Scheduled Nationalised Bank and payable at Bhilai failing which the bid will be rejected.
3. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed post / Registered Post only. The "Municipal Commissioner, Municipal Corporation Bhilai, C.G." shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
4. The last date and time for submission of proposal complete in all respects is up to **10.05.2023, 05:30 PM** and the date of opening of the bid is on **11.05.2023** at "Municipal Corporation Bhilai, C.G. conference Hall, Bhilai" in the presence of the bidder's representative at the specified address as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
5. This RFP includes following sections:
 - a. Letter of Invitation [Section – 1]
 - b. Information to the Bidder [Section – 2]
 - c. Terms of Reference [Section – 3]
 - d. Technical Proposal Submission Forms [Section – 4 (Part – A & B)]
 - e. Financial Proposal Submission Forms (Section –5)
 - f. Annexure (Section – 6)
6. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The Client reserves the right to accept / reject any/all proposals / terminate the entire selection process at any stage without assigning any reason thereof.

Municipal Commissioner,
Municipal Corporation Bhilai, C.G.

SECTION: 2
INFORMATION TO THE BIDDER

1. Pre-Qualification /Eligibility Criteria:

Bidders must conform to the eligibility criteria given below and to this effect must produce the required supportive documents/information as indicated against each as part of their technical proposal:

Sl. No.	Eligibility Criteria	Supporting Documents Required
1	<p>Single entity legally registered under appropriate authority in India. <i>Consortium or Joint Venture is not allowed.</i></p> <p><i>The Bidder must be a Company as registered under Indian Companies Act, or a Society registered under The Societies Registration Act, or a Trust registered under the Indian Trusts Act, or a Partnership Firm registered under the Indian Partnership Act, or a Limited Liability Partnership registered under The Limited Liability,Partnership Act.</i></p>	<p>Copy of certificate of Incorporation / Registration of the bidder</p>
2	<p>The bidder should have been in the business of running Garment manufacturing /management consultancy service /FMCG consultancy service providersfor at least 5years by the date of opening of the bid.</p>	<p>Copies of work orders/ work completion certificates / workrelated documents etc.</p>
3	<p>The bidder should have an average annual turnover of Rs. 20.00 Lakhsonly during the last four financial years.(2018-19, 2019-20 & 2020-21)</p>	<p>Copies of audited balance sheet / Income Expenditure Statement for the last three financial years certifying that the firm had an average annual turnover more than Rs. 20.00 Lakhsduring the four financial years (TECH A –3)</p>
4	<p>The bidder should have working experience in similar field / sector with any District administration/ State Govt. in Garment manufacturing/ Garment Factory Management services.</p>	<p>Copies of work orders/ work completion certificates / work related documents etc.</p>
5	<p>The bidder should not have been blacklisted by the Central Government / any State Government or their agencies in India.</p>	<p>Self-Declaration by the authorized representative on the Rs.100/- stamp paper.</p>

Documents to be submitted along with TECHNICAL PROPOSAL (PART-A):

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- a. Filled in Bid Submission Check List in original (Annexure-I)
- b. Covering letter (TECH A – 1) on bidder’s letterhead requesting to participate in the bid process.
- c. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. Copy of Certificate of Incorporation/Registration
- e. Copy of PAN
- f. Copy of Goods and Services Tax Identification Number (GSTIN)
- g. Copies of IT Return for the last four assessment years
- h. General Details of the Bidder (TECH A – 2)
- i. Financial Details of the bidder (TECH A – 3) along with all supportive documents such as Balance Sheet and Income/Expenditure Statement duly certified and signed as per the instruction.
- j. Power of Attorney (TECH A – 4) in favour of the person signing the bid on behalf of the bidder.
- k. List of completed/ongoing assignments of similar nature (Past Experience Details, TECH A – 5) along with copies of contracts / work orders / completion certificate/ work related documents from previous Clients.
- l. Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Body / International & National Organization in the recent past.

***Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to summary rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and certified by the authorized representative. Failure to comply with the RFP requirements will result in outright rejection of the proposal.

2. Bid Processing Fee

The bidder must furnish, as part of technical proposal, the required bid processing fee amounting to **Rs. 1,000/-** (Rupees One Thousand Only) in shape of **DD/BC** from any Scheduled Nationalised Bank in favor of “The Municipal Commissioner, Municipal Corporation Bhilai, C.G.” payable at Bhilai, C.G. Proposals received without bid processing fee will be rejected.

3. Earnest Money Deposit (EMD):

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/-** (Rupees one Lakh Only) in shape of DD/BC from any Scheduled Nationalised Bank in favor of “The Municipal Commissioner, Municipal Corporation Bhilai, C.G.” payable at Bhilai, C.G. The EMD of unsuccessful bidders shall be refunded within 1 week from the date of award of Contract.

The EMD of the successful bidder will be released after 06 months from start of agreement period.

The EMD will be forfeited on account of the following reasons:

- a. Bidder withdraws its proposal during the bid validity period as specified in the RFP. Bidder does not respond to requests for clarification of its proposal.
- b. Bidder fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- c. If the bidder fails to provide clarifications agree to decisions of the contract negotiation meeting & sign the contract in time.
- d. Any other circumstance which holds the interest of the Client during the overall selection process.

4. **Authentication of Proposal:**

The proposal should be accompanied by a power-of-attorney in the name of the signatory of the proposal as per the format **TECH A-4** as provided in the RFP.

5. **Submission of Proposal:**

Bidder must submit their proposals by **Registered Post / Speed Post** only to the specified address on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for postal delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each part should be separately bound with no loose sheets. Each page of the two parts should be signed by the representative of the bidder, page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be out rightly rejected.

The procedure for submission of the proposal is described below:

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with bidder's name and address in the left-hand corner of the envelope and super scribed in the following manner.

Part-A: Technicalproposal

“Selection of Technical Consultant Agency to Impart Industrial Training, Engage in Livelihood Activities and provide Market Linkages at Garment Factory in Municipal Corporation Bhilai, Chhattisgarh”

Part-B: FinancialProposal

“Selection of Technical Consultant Agency to Impart Industrial Training, Engage in Livelihood Activities and provide Market Linkages at Garment Factory in Municipal Corporation Bhilai, Chhattisgarh”

Boththeenvelopesi.e.envelopefor**Part-A**andEnvelopefor**Part-B**mustbepacked inaseparate sealed outercoverand clearly superscripted withthefollowing:

Proposal for

“Selection of Technical Consultant Agency to Impart Industrial Training, Engage in Livelihood Activities and provide Market Linkages at Garment Factory in Municipal Corporation Bhilai, Chhattisgarh”

The**Bidder's**Name & address shall be mentioned in the left-hand corner of the outer envelope. The inner and outer envelopes shall be addressed to The Municipal Commissioner, Municipal Corporation Bhilai, C.Gat the following address:

Office of the Municipal Commissioner,
Municipal Corporation Bhilai,
Akash Ganga SupelaBhilai C.G
Pin- 490023

Note:

- If the outer envelope and the financial proposal envelope is not sealed andmarked as mentioned above, then Municipal Commissioner, Municipal Corporation Bhilai, C.Gwill assume no responsibility for thetender's misplacement or premature opening.
- Theopeningofthe FinancialProposalshallbe madeafterevaluationoftechnical proposal and as per the scheduled dates which shall be intimated byMunicipal Commissioner, Municipal Corporation Bhilai, C.G to the eligible bidders.
- Bidders are advised to prepare their documents with proper sequence andindexingwithout whichthebid shallbeconsidered non-responsive.

6. Opening & Evaluation of the proposal:

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Bidder Data Sheet. The Client will constitute an Evaluation Committee (EC) to evaluate the proposals submitted by bidders. Maximum of two representatives with proper authorization letter from the participating bidder will be allowed to attend the bid opening meeting. The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

Evaluation of Proposal:

A three stage process will be adopted as explained below for evaluation of the proposals. **Preliminary Evaluation (1st Stage):**

Preliminary evaluation of the proposals will be done to determine whether the proposals are in order & complete and the requisite documents have been properly furnished by the bidder or not as mentioned in RFP.

All the pages of the proposal and enclosures are should be signed by the authorized representative.

Any deviation from the prescribed procedures/formats/conditions/requirements shall result in outright rejection of the proposal. Bids with conditional offer shall be out rightly rejected. All the pages of the proposal must have to be sealed and signed by the authorized representative of the bidder.

Technical Evaluation (2nd Stage):

Technical proposal will be opened and evaluated for those bidders who qualify the preliminary evaluation stage. Detailed evaluation process will be adopted for evaluation of the proposals. The proposals will be evaluated as per the following parameters:

Bid Evaluation Parameters	Evaluation criteria	Maximum Marks
Technical Evaluation		
Past Experience of the Bidder in same type of projects (Garment manufacturing/ Management services)	>= 2year: 5 marks	10
	>= 5 years: 10 marks	
Collaboration with National/ International Level garment brands for sales demand	>=1 Brands:15 Marks >=2 Brands:30 Marks	30
Total		40
Technical Presentation		
Self-sustenance plan of Garment Factory		40
Implementation process and Capacity development plan		20
Total for Technical Presentation		60
Grand Total		100

All eligible bidders will make a presentation before the Evaluation Committee (EC) during the technical evaluation stage. The objective of the presentation is to enable the EC to evaluate the bidders about their understanding and preparedness for the proposed assignment. Clarifications, if any, as required by the EC will also be discussed during the meeting. The financial proposals of the technically qualified bidders will be opened on same day / subsequent working day. Hence, the bidder should make themselves available for the same. The bidder whose technical proposal secures a score above the minimum qualifying mark of 60 in the technical evaluation stage will be technically qualified for opening of the financial proposal.

FINANCIAL EVALUATION (3rd Stage):

The financial proposals of the technically qualified bidders only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

7. Evaluation Process:

Combined Quality and Cost Based Selection (CQCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (S_T) in accordance to the marks obtained during the technical evaluation stage. There shall be **70 %** weightage to technical score and **30 %** weightage to financial score. The individual bidder's financial score (S_F) will be evaluated as per the formula given below: $S_F = [F_{min} / F_b] * 100$ (rounded off to 2 decimal places)

Where, S_F = Normalized financial score of the bidder under consideration
 F_{min} = Minimum financial quote among the technically qualified bidders
 F_b = Financial quote of the bidder under consideration

$$\text{Combined Score (S)} = S_T * 0.7 + S_F * 0.3$$

Where S_T = Technical score secured by the bidder

The bidder securing the highest evaluated **Combined Score (S)** will be awarded the Contract observing due procedure. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties.

The bidder securing the highest evaluated financial score will be awarded the Contract observing due procedure. For the purpose of evaluation, the total evaluated cost shall be exclusive of all taxes & duties.

8. Award of Contract:

After completion of bidder evaluation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the Contract. The successful bidder will be asked to sign the Contract after fulfilling all formalities within 7 days of issuance of the offer letter. After signing of the Contract, no variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties. The Contract would be valid for 1 Year from the date of effectiveness of the Contract subject to annual renewal on satisfactory performance on mutually agreed conditions.

9. Conflict of Interest:

Conflict of interest exists in the event of conflicting assignments, including implementing, providing consultation, monitoring and evaluation of the same scheme / project at a different level by the eligible bidder; The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

10. Disclosure:

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- b. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
- d. a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
- e. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract; Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

11. Anti-corruption Measure:

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

12. Cost of bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder/s are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

13. Proposal Forms:

Wherever a specific form is prescribed in this Request for Proposal (RFP) document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form, additional sheets shall be used to convey the required information. For all other cases, the bidder should design a form to hold the required information. Any deviation to the prescribed format of the RFP results in rejection of the proposal.

14. Local Conditions:

Each bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and/ or the cost. The bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award. The client shall not entertain any request for clarification from the bidder regarding such local conditions. It is the bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, whatsoever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Client. Neither any change in the time schedule of the Contract nor any financial adjustments

arising thereof shall be permitted on account of failure of the bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

15. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Distt- DurgBhilai, C.G only

16. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other Bidder. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 3% per of the total contract value. The amount will be deducted from the subsequent payment.

17. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders 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 confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's anti-fraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract. Any effort by the bidder to influence during the proposal evaluation stage may result in the rejection of the proposal.

18. Amendment of the RFP Document:

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through the Bhilai, C.G website. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposal.

19. Client's right to accept any proposal and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders. Misrepresentation/improper response/ by the bidder may lead to the disqualification of the bid. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/rejected, then the client reserves the right to consider the next best bidder, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the selection Process.

20. Copyright, Patents and Other Proprietary Rights:

The Office of "Municipal Commissioner, Municipal Corporation Bhilai, C.G", Government of

Chhattisgarh shall be entitled to all intellectual property and other proprietary rights including but not limited to patent/ copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

21. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Bidder, which prevents or delays the execution of the order by the Bidder. If a Force Majeure situation arises, the Bidder shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall advise Client in writing, the Beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserve the right to cancel the contract without any obligation to compensate the Bidder in any manner for what so ever reason.

Municipal Commissioner,
Municipal Corporation Bhilai, C.G

SECTION: 3
TERMS OF REFERENCE

1. Background

Bhilai has tremendous potential for growth that needs the right amount of leverage to flourish. The purpose of the initiative is to encourage rural people to develop skills and make them capable of living their life with dignity and self-esteem.

While many methods are available to achieve this objective, we are exploring to set up a garment manufacturing factory to transform and grow the lives of people of the locality. A larger and high level worthy enough perspective would be to pave the way for a reversal of the poverty cycle leading to Unemployment, Malnutrition and Poor Economic Situation.

2. Scope of work

The Goal of the project is to set up a garment factory with about 250 sewing machines and other ancillary support equipment(s). The factory intends to provide livelihood for about 450-500 people. Industrial training will be provided and a competent technical agency will assist running the factory for successfully delivering the goods to customer. The project will be built into 2 phases to manage capacity expansion and keeping aligned with customer/market requirements.

1. Scope of work

The scope of work shall include (but not limited to) the following:

- 1.1. The selected Bidder shall start its operations within one week of issuance of work order.
- 1.2. The selected bidder shall guide the Municipal Corporation Bhilai, C.G in installing required machines and developing the required infrastructure for Bhilai Garment Factory.
- 1.3. The Municipal Corporation Bhilai, C.G will identify the candidates to be engaged in Bhilai Garment Factory will impart basic training on sewing and other sewing related activities through either a TP or by setting up VTP.
- 1.4. The bidder will submit a detailed proposal on the modus operandi of the factory operations. Covering all aspects, but not limited to market linkage, Operations, breakeven, training, schedules and timelines, roles and responsibilities, etc.
- 1.5. The selected bidder shall provide the industrial garment manufacturing training to identified candidates.
- 1.6. The selected bidder shall be responsible to get garment manufacturing orders from national and/or international level renowned garment brands.
- 1.7. The selected bidder shall be responsible to ensure continuous work for a minimum of 1 year for the Bhilai Garment Factory with the capacity of 250 sewing machines. For this the selected bidder should establish market linkages with at-least two renowned national level garment brands level garment brand within the project duration mentioned in the RFP i.e. one year. The sole purpose of this is to ensure continuity of work to provide livelihoods.
- 1.8. The selected bidder shall assist in setting up value added activities like embroidery, printing, small packaging etc. All subject to market demand.
- 1.9. The bidder shall provide the market linkage support for least one year from commencement of work order issuance date. For which the client and bidder may have a mutually agreed contract, which can be signed on or before completion of project duration mentioned in this RFP i.e. 12 Months. Which may be for one year or three-year period or may be extended as per the decision of The Municipal Commissioner, Municipal

Corporation Bhilai, C.G The selected bidder shall be responsible to provide regular livelihood for the employees engaged in 250 sewing machines which equals to 450-500 local youth working in the factory.

- 1.10. The selected bidder shall be responsible for making Bhilai Garment Manufacturing Unit model to be scalable, self-sustainable and replicable in other blocks of Durg district.
- 1.11. The selected bidder shall be responsible for establishment of quality control mechanisms, monitoring, evaluation and learning systems.
- 1.12. The selected bidder will facilitate the formation of an FPC/FPO/entity backed by Municipal Commissioner, Municipal Corporation Bhilai to run garment factory. The main objective of the factory is to provide skills and livelihood to the tribal and other people of Bhilai.
- 1.13. The shareholding pattern with the successful bidder will be decided mutually for a win-win and documented.

2. Phases and Payment schedule of the Project

Project Phases	Main Activity	% Amount to be released
Phase One	Project Mobilization - Blue Printing of business model, Identifying the right make and model of machine and equipment and assist in floating tender	20%
Phase Two	Project Initiation –Detailing machine specifications, Start of Industrial training, establishing a mechanism for skill grading of the trainees, production line setup, customer visits and audits	20 %
Phase Three	Project Activation – Start production, establish the product cost parameters within breakeven range, Earnings start for the trained people based on skill.	25 %
Phase Four	Project Execution – Connect the logistics, inventory management, quality parameters, order execution and shipments, fulfillment of Sales Orders.	25 %
Phase Five	Project Accomplishment – Project streamlining, Handhold the factory running during the period of the agreement, SOP documentation and invoicing.	10 %

Instructions and Notes for Bidder:

- **Payment to the selected bidder shall be made after completion of activities in each phase.*
- **Bidder should submit the required documents as a proof to the client on phase basis.*
- **Payment of phase-5 will be done only after the completion of project duration.*

3. District Level Monitoring Committee (DLMC)

A District/MunicipalLevel Monitoring Committee (DLMC) is constituted by Municipal Corporation under the Chairmanship of the Municipal Commissioner to monitor the activities and deliverables of the proposed assignment from time to time. Monitoring in each phase of the assignment will be done by the Committee and comments/suggestions of the Committee should be complied by the Bidder.

Municipal Commissioner,
Municipal Corporation Bhilai, C.G

SECTION: 4
TECHNICAL PROPOSAL (PART – A)
TECH A-1 COVERING LETTER
(On Bidders Letter Head)

[Location, Date]

To
Municipal Commissioner,
Municipal Corporation Bhilai, C.G

Subject: Submission of Bid in response to (Preliminary Qualification Criteria) in RFP for ‘**Appointment of Technical Consultant Agency for Imparting Industrial Training, engaging in Livelihood Activities and providing Market Linkages at Garment Factory in Municipal Corporation Bhilai**”

Dear Sir,

I, the undersigned, offer to participate in the selection process for in accordance with your Request for Proposal No.:, dated..... I’m hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I, hereby declare that all the information and statements made in this Technical Proposal and Financial Proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **12 months**and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I hereby unconditionally undertake to accept all the terms and conditions as stipulated in the RFP document. In case any provisions of this RFP are found violated, then the Municipal Corporation Bhilai shall without prejudice to any other right or remedy be at liberty to reject our proposal including forfeiture of the full said earnest money deposit absolutely

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation:

Address of the Bidder:

***** No Scanned Signature will be entertained**

TECH A -2

Bidder's Organization (General Details)

Sl No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel: Fax: Email id :	
3	Name of the authorized person signing&submitting the bid on behalf of the Bidder: Mobile No.: Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in state If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: BC/DD No.: Date: Name of the Bank:	
7	EMD Details Amount: BC/DD No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	

Authorized Signatory with Date and Seal:

Name and Designation:

Address of the Bidder:

***** No Scanned Signature will be entertained]**

TECH A -3

Bidder Organization (Financial Details)

Financial Information in INR

Details	FY (2019-20)	FY (2020-21)	FY (2021-22)
Turnover from Similar Programmes/ Business (in Lakh.)			

Supporting Documents:

Audited certified financial statements for the last three FYs. (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

Filled-in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.

Authorized Signatory with Date and Seal:

Name and Designation:

Address of the Bidder:

***** No Scanned Signature will be entertained**

TECH A- 4

(To be provided in original on Rs. 100/- stamp paper as part of the Technical Proposal under law duly signed by the competent authority of the bidder)

Dated:

POWER OF ATTORNEY

To Whom It May Concern

Know all men by these presents, we (name and registered office address of the Applicant) do hereby constitute, appoint and authorize Mr. (Name of the Person(s)), domiciled at (Address), acting as (Name and Designation), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of contract under [Name of the Assignment] involving the deliverables as per agreement with , vide Request of Proposal (RFP) Document dated , issued by Municipal Corporation Bhilai, including signing and submission of all documents and providing information and responses to clarifications/ enquiries etc. as may be required by the tender inviting authority or any representing us in all matters before the tender inviting authority and generally dealing in all matters in connection with our Proposal for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For:

(Signature of the Authorized Representative with Date)

ACCEPT: Signature, Name & Designation of person executing attorney

NB:

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 executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants (s).

(BIDDER'S PAST EXPERIENCE DETAILS)**Table -1 (Lists of completed/ongoing Assignments of similar nature.)**

Sl. No.	Period	Assignment and Duration	Name of the Client	*Contract Value (in INR) and Duration in Month	Date of Award /Commencement of assignment	Date of Completion of assignment	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							

Note: Bidders are requested to furnish the list of the assignments undertaken/ completed as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document / Completion Certificate from the previous Clients need to be furnished along with the above information.

Authorized Signatory with Date and Seal:

Name and Designation:

Address of the Bidder:

***** No Scanned Signature will be entertained**

TECH A-6
(On Bidders' Letter head)

Declaration for not being debarred / black-listed

[Location, Date]

To
Municipal Commissioner,
Municipal Corporation Bhilai, C.G

Subject: Declaration for not being debarred/blacklisted by Central/any State Government department in India as on the date of submission of the bid.

Ref: RFP notification.....

Dear Sir,

I, authorised representative of, hereby solemnly confirm that the organization ----- is not debarred/blacklisted by any Govt. Organization. In the event of any deviation from the factual formation/declaration, the Municipal Commissioner, Municipal Corporation Bhilai, C.G reserves the right to reject the Bid or terminate the contract without any compensation to the organization.

Yours faithfully,

Name and Designation:

Address of the Bidder:

***** No Scanned Signature will be entertained**

SECTION: 5
FINANCIAL PROPOSAL SUBMISSION FORMS (PART – B)

(In Bidder's Letter Head)

[Location, Date]

To
Municipal Commissioner,
Municipal Corporation Bhilai, C.G

Subject: [FINANCIAL PROPOSAL]

Sir

I, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal No..... Dated.....

Our Financial Proposal is for Project Duration of 12 Months as:-

S. No	Name of the Assignment	Consultancy Charges (Incl. All Taxes)
1	Imparting Industrial Training, Engage in Livelihood Activities and provide Market Linkages at Bhilai Garment Factory in Municipal Corporation Bhilai,	

This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

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 of **12 months**. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation:

Address of the Bidder:

***Amount must match with the one indicated in Fin-2 (Table-1).

SECTION – 6**Annexure – I****BID SUBMISSION CHECK LIST**

Sl.no	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
(PART – A)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH A -1)		
3	Bid Processing Fee of Rs.1,000/- in form of DD/ BC		
4	EMD of Rs.1,00,000/- in form of DD/BC		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last 3 AYs(2019-20 & 2020-21, 2021-22)		
9	General Details of the Bidder (TECH A - 2)		
10	Financial details of the bidder (TECH A - 3)along with all the supportive documents such as copies of Income-Expenditure Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH A - 4) in favour of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) (TECH A - 5) along with the copies of work orders / contract paper for the respective assignments		
13	Undertaking for not have been black-listed by any Central / State Govt. /any Autonomous bodies during its business career.		

FINANCIAL PROPOSAL			
(PART – B)			
1	Financial proposal		

Undertaking:

- *All the information has been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered, along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative of the bidder.*

Authorized Signatory with Date and Seal:

Name and Designation:

Address of the Bidder: