

**Date: 15 January 2026**

**Addendum No. [1] to the RFP for hiring of Experts organization to develop and finalization of implementation plans for Sustainable Cluster Brand (SCB) considering Europe, USA & Domestic market requirement in terms of social, economic, environmental and technological aspects such as labour rights/welfare, energy efficiency, industrial machinery/recycling machinery (high-grade mechanical etc.), occupational safety, upgrade technical specs (recycled content +virgin mix, thread counts, et.al.), business practices, social inclusion, safety measures etc.**

This is with reference to the Request for Proposal (RFP) and subsequent queries received regarding the financial and contractual arrangements applicable to Joint Venture (JV) / Consortium bidders.

It is hereby clarified that, in case of a Joint Venture / Consortium, **a separate joint bank account is not required to be opened**. Instead, **the bank account of the Lead Partner shall be designated as the project bank account** for the purpose of receiving payments under the contract.

The Lead Partner's bank account shall be used for all financial transactions related to the assignment, including receipt of payments from the Client. The internal financial arrangements, fund-sharing mechanisms, and responsibilities among JV/Consortium partners shall be governed by the mutually agreed JV/Consortium Agreement and shall be the sole responsibility of the partners.

All other terms and conditions of the RFP remain unchanged. This addendum shall form an integral part of the RFP and must be read in conjunction with the original RFP document.

Prospective bidders are requested to take note of the above clarification while preparing and submitting their proposals.

**Terms of Reference (TOR) for hiring of Experts organization to develop and finalization of implementation plans for Sustainable Cluster Brand (SCB) considering Europe, USA & Domestic market requirement in terms of social, economic, environmental and technological aspects such as labour rights/welfare, energy efficiency, industrial machinery/recycling machinery (high-grade mechanical etc.), occupational safety, upgrade technical specs (recycled content +virgin mix, thread counts, et.al.), business practices, social inclusion, safety measures etc.**

**Project code/ Project Title: Green Threads: Enhancing Sustainability in India's Textile Recycling Clusters**

**Tender No. FMC/EU/25-26/001**

The Tender are available at <https://www.fmc.org.in/tender> .Please apply by 25th January 2026 (till 06:00 pm). The tender submission by Electronically (email). For any query, please email at [procurement@msmefoundation.org](mailto:procurement@msmefoundation.org) , CC [accounts@msmefoundation.org](mailto:accounts@msmefoundation.org), [hr@msmefoundation.org](mailto:hr@msmefoundation.org)

**Date of Publication: 15.12.2025**

**Last Date of Application: 25.01.2026, till 06.00 pm**

**Award of Contract: The quotation soft copies are to be mailed on the above email IDs.**

## **A. Project Background**

Foundation for MSME Clusters is implementing project “**Green Threads: Enhancing Sustainability in India's Textile Recycling Clusters**” initiated by the European Commission. The project aims “Awareness, capacity building, facilitation support, and green financing” will collectively propel MSMEs in the value chain, guided by exporter-manufacturers, to respond collectively at the cluster level to evolving environmental consciousness—an aspect beyond the means of individual MSMEs. The Action will start by identifying and initiating individual MSME activities around low-hanging fruits with low investment and a faster payback period. Simultaneously, it will initiate and build on more complex multi-stakeholder-driven initiatives to establish consensus around Sustainable Cluster Brand (SCB) and Traceability Mechanism in Textile Waste (TMTW). Consensus building on SCB and TMTW, supported by focused technical inputs, will result in the development and adoption of a SCB and an agreement on the design and implementation of the TMTW. The adoption of SCB and TMTW will escalate the need for resource-efficient Sustainable Production Practices (SPPs). This need, supported by the availability of created green business plans, will ensure access to Green Financing (GF), leading to the adoption of high

investment, high-impact, and multi-stakeholder-driven SPPs, further strengthening the SCB and TMTW processes. Building on successful outcomes in the targeted clusters, and with continuous engagement from the start, policy and institutional stakeholders will lend their support to other similar and complementary initiatives in India and abroad, thus strengthening the Policy Ecosystem for Climate Resilience (PECR). The successful achievement of all outcome-level objectives will strengthen the global value chains of recycled textiles and inform, educate, and empower consumers. The action will further increase returns for the targeted clusters and create an aspirational case for other textile recycling clusters in India to implement similar models of sustainability. The specific objectives for the project are:

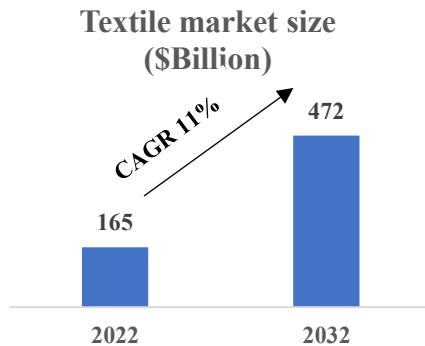
- Promote development & adoption of a 'Sustainable Cluster Brand' (SCB) in targeted clusters
- Develop & implement Traceability Mechanism for Textile Waste (TMTW) entering the clusters
- Catalyse adoption of resource efficient Sustainable Production Practices (SPP)
- Ensure the accessibility of Green Financing (GF)
- Contribute to strengthening of national/ international Policy Ecosystem for Climate Resilience (PECR)Foster policy inputs that contribute towards an enabling environment for SME decarbonisation

## B. Need of the project

The Indian textile market reached an estimated value of \$165 billion in 2022<sup>1</sup>, with exports contributing \$40 billion. The Ministry of Textiles' annual report for 2022-23 highlights that 50% of these exports are directed to the USA (27%), UK (5%), and the EU (18%). By 2032 the textile market size is estimated to reach \$472 billion<sup>2</sup>.

Panipat, a major cluster in India's textile industry, is renowned for its home furnishings, including carpets, bedsheets, towels, and door mats. The cluster has a total turnover of \$5.3 billion, of which \$1.7 billion comes from exports. Around half of Panipat's textile exports are sent to the European Union. Beyond its textile export contributions, Panipat holds global significance as a key recycling hub, earning it the nickname "cast-off capital" due to its role in recycling used textiles. The city plays a vital part in India's status as the second-largest importer of used textiles in Asia, with 103 Kton of textile waste imported from the EU.

These imports, which include garments and post-production waste, arrive at Indian ports such as Kandla and Nhava Sheva, contributing to 7% of the nation's total textile waste generation of 7,793 Kton, of which 1,948 Kton is recycled. Panipat



<sup>1</sup> FICCI Report

<sup>2</sup> <https://www.vantagemarketresearch.com/industry-report/india-textile-market-2501>

itself processes 60% of this waste, with a portion directed to Amroha and Bhojpur to produce downcycled goods for the domestic market.

These three recycling clusters are essential for ensuring circularity in the global textile value chain, employing over 250,000 workers, many from disadvantaged backgrounds. While these clusters contribute to sustainable livelihoods, there are growing concerns about occupational health and safety (OHS) risks, particularly for women workers involved in waste segregation. Outdated carding machines generate fiber dust, which is suspected to cause cancer and other ergonomic health issues. Additionally, these clusters consume significant amounts of non-renewable energy, emitting 1.4 million tons of CO<sub>2</sub> and using large quantities of water. Water pollution in Panipat has earned it a spot as one of India's 47 most critically polluted industrial clusters.

The future of these MSME recycling clusters is uncertain due to shifting market priorities and changing national and international regulations. On the global stage, the EU is implementing sustainability legislation that will affect MSME exporters in India's recycling clusters. Initiatives under the European Green Deal include restrictions on waste exports to non-OECD countries unless sustainable management practices are in place, the introduction of "digital product passports" to trace supply chains, enforcement of corporate sustainability due diligence, and the implementation of the Corporate Sustainability Reporting Directive (CSRD).

In response to this evolving landscape, India has introduced its own laws and ESG standards, such as the Harmonised System of Nomenclature (HSN) for tracking recycled product exports and imports, and the BRSR Core, which will become mandatory for the top 1,000 companies and 75% of their suppliers (primarily MSMEs) by 2027-28. As the regulatory environment shifts, MSME recycling clusters in India must adapt to meet new standards in order to maintain their competitive position in the global textile market.

### C. Why Textile Sector especially Panipat Textile Recycling Cluster



Panipat, located in Haryana, India, is not only historically significant due to its strategic position but also plays a crucial role in the modern industrial landscape, particularly for Micro, Small, and Medium Enterprises (MSMEs). The city's strategic location near Delhi, a major economic and political hub, provides easy access to national and international markets. Additionally, Panipat is well-connected by road and rail, facilitating smooth transportation of goods and services. Its proximity to the National Capital Region (NCR) allows businesses to leverage both local and regional advantages, including access to a large consumer base and a network of suppliers, making it an attractive destination for MSMEs looking to expand their operations.

Panipat is renowned for its unique industrial propositions, particularly in sectors such as textiles, handloom, and carpets, which offer significant opportunities for MSMEs. The city has earned the title "**Textile City and Global Capital of Carpets**" due to its thriving textile industry, which includes the manufacturing of home furnishings, fabrics, and ready-made garments. It also specializes in the production of a wide range of synthetic and natural fibers, carpets, and blankets, providing a strong base for MSMEs to flourish in the textile sector. Moreover, Panipat's industrial zone fosters a collaborative environment for small and medium businesses, with access to skilled labor, established supply chains, and various government incentives aimed at promoting MSME growth. These factors, combined with a well-established reputation in the textile and manufacturing industries, make Panipat a highly attractive location for MSMEs seeking to capitalize on regional strengths and market opportunities.

The city has developed a significant reputation for processing and recycling used textiles, especially in the production of recycled fabrics, carpets, and blankets. Panipat's textile recycling industry is one of the largest in India, with numerous MSMEs involved in reusing and repurposing discarded fabrics, including old clothes, carpets, and other textile waste. This has not only contributed to reducing environmental impact but also created employment opportunities and fostered economic growth in the region. The recycled textiles are often used to make products like eco-friendly carpets, rugs, cushion covers, and blankets, catering to both domestic and international markets. The city has also earned the moniker- "**Cast off Capital**" for its role in recycling textile.

- D. Duration of the Assignment:** 5 months from the date of issuance of LOA/work order
- E. Scope of Services and deliverables:** - To carry out the following activities with the outputs as mentioned: -

|   |   |
|---|---|
| <p>Scope of Work to Engage Experts organization to develop and finalization of implementation plans for Sustainable Cluster Brand considering Europe, USA &amp; Domestic market requirement in terms of social, economic, environmental and technological aspects such as labour rights/welfare, energy efficiency, industrial machinery/recycling machinery (high-grade mechanical etc.), occupational safety, upgrade technical specs (recycled content +virgin mix, thread counts, et.al.), business practices, social inclusion, safety measures etc.</p>   |   |
| <b>Activities (Scope of Work)</b>   | <b>Deliverables</b>   |
| <ul style="list-style-type: none"> <li>*Conduct a study to develop an implementation plans for SCB considering Europe, USA &amp; Domestic market requirements</li> <li>*Facilitate 6 multi stakeholder workshops with 10 BMOs, 250 MSMEs, and cluster actors</li> <li>*Provide technical guidance to 3 BMOs &amp; 100 MSMEs for SCB standards</li> <li>*Facilitate 6 stakeholder discussions for consensus-building on SCB criteria among stakeholders</li> <li>*Facilitate 3 targeted awareness campaigns and 6 feedback sessions for MSMEs to discuss and endorse the developed SCB criteria</li> <li>*Finalize the SCB implementation</li> </ul> | <p><b>1. Inception Report</b></p> <ul style="list-style-type: none"> <li>*Detailed understanding of the assignment, objectives, methodology, tools, and timelines.</li> <li>*Mapping of key stakeholders in Panipat cluster (MSMEs, associations, buyers, certification bodies, logistics partners, etc.).</li> <li>*Finalised workplan with milestones.</li> </ul> <p><b>2. Market Requirements Assessment Report (For Europe, USA &amp; Domestic markets)</b></p> <ul style="list-style-type: none"> <li>*Compilation of sustainability requirements of relevant markets (e.g., EU Strategy for Sustainable &amp; Circular Textiles, CSRD, CSDDD, UFLPA, US sustainability norms, India domestic sustainability frameworks).</li> <li>*Detailed list of compliance needs: environmental, social, product-level, documentation, traceability, due diligence, standards, and certifications.</li> <li>*Gap analysis between current Panipat MSME practices and target market requirements.</li> <li>*Identification of priority product categories in each market segment.</li> </ul> <p><b>3. Sustainable Cluster Brand (SCB) Positioning Framework</b></p> <ul style="list-style-type: none"> <li>*Proposed brand attributes aligned with market expectations.</li> <li>*Sustainability value proposition for Panipat cluster (e.g., recycling, circularity, low-carbon materials, social compliance).</li> <li>*Differentiation strategy vis-à-vis global competitors.</li> </ul> <p><b>4. Implementation Plan for SCB - Market Wise Three separate implementation plans covering:</b></p> <p><b>a. Europe-Focused Implementation Plan</b></p> <ul style="list-style-type: none"> <li>*Required sustainability &amp; due diligence actions with Brands expectations.</li> <li>*Traceability and data reporting systems needed.</li> <li>*Recommended certifications (e.g., GRS, RCS, ISO 14001, SA8000, ETP/ZLD standards, LCA requirements).</li> <li>*Timelines, responsibilities, budget estimates etc.</li> </ul> <p><b>b. USA-Focused Implementation Plan</b></p> <ul style="list-style-type: none"> <li>*Compliance with UFLPA, product labelling norms, labour</li> </ul> |

|   |   |
|---|---|
| <p>plan incorporating feedback from workshops</p> | <p>&amp; environmental due diligence with Brands expectations.</p> <ul style="list-style-type: none"> <li>*Requirements for recycled fibres, material traceability, vendor declarations, and chain-of-custody systems etc.</li> </ul> <p><b>c. Domestic Market Implementation Plan</b></p> <ul style="list-style-type: none"> <li>*Alignment with India's domestic sustainability frameworks, brand expectations, and traceability norms.</li> <li>*Plan for cluster-level promotion within national retail and export supply chains etc.</li> </ul> <p><b>5,SCB Operational Roadmap (Cluster Level)</b></p> <ul style="list-style-type: none"> <li>*Institutional framework for SCB governance (Cluster Committee, Steering Group, Technical Partners).</li> <li>*Responsibilities of associations, MSMEs, support organisations, and verification partners.</li> <li>*Suggestions on Digital systems for traceability, data collection, and reporting.</li> </ul> <p><b>6,Financial &amp; Resource Mobilisation Plan</b></p> <ul style="list-style-type: none"> <li>*Estimated cost of SCB implementation for MSMEs and cluster institutions.</li> <li>*Identification of funding avenues: SIDBI, CSR partners, EU programmes, state government schemes, sustainability-linked financing.</li> <li>*Model for cost-sharing among cluster units.</li> </ul> <p><b>7,Risk Assessment &amp; Mitigation Framework</b></p> <ul style="list-style-type: none"> <li>*Risks related to compliance, traceability, market acceptance, cost burden, technological adoption.</li> <li>*Mitigation strategies and support mechanisms.</li> </ul> <p><b>8,Action Plan for MSME Capacity Building</b></p> <ul style="list-style-type: none"> <li>*List of required training modules (ESG, circularity, traceability, product compliance, documentation).</li> <li>*Calendar for capacity building workshops and technical training.</li> </ul> <p><b>9,Final Integrated Report</b></p> <ul style="list-style-type: none"> <li>*Consolidated report covering study findings, market mapping, SCB strategy, and detailed implementation plans.</li> </ul> <p><b>10, Final Sustainable Cluster Brand Implementation Plan including:</b></p> <ul style="list-style-type: none"> <li>* Documented record of each MSME engagement, workshops including BMO's/MSMEs participation attendance sheet, Impact assessment reports, minutes of all workshops/sessions</li> <li>* Summaries of small group sessions, covering topics discussed, tools/methodologies shared, and outcomes achieved.</li> <li>*Workshop Reports (6) with feedback</li> <li>*Technical Guidance Notes for BMOs/MSMEs</li> <li>*Campaign &amp; Feedback Reports (3 campaigns, 6 sessions)</li> <li>*MSME Endorsement Reports</li> </ul> |
|---|---|

**Please note:** MSMEs includes exporters, product manufacturers and their supply chains e.g. textile waste handlers, spinners, dyers, finishers etc.

## F. Special conditions of the contract

- Project Team Composition:** The project team shall consist of as per mentioned below details:

| Minimum 4 resources   |
|---|
| Facilitator/Lead Expert (SCB Standards & Strategy)  |
| Compliance expert with knowledge of various Brand & regulatory requirements   |
| Expert with knowledge of Panipat Textile industries/ Textile with knowledge of technological, social, environmental etc. (to be deputed at Panipat) |
| Data Analyst / M&E Support (to be deputed at Panipat)   |

- Responsibility for workshops/Events/feedback sessions and Coordination:**

The selected expert organization shall be responsible for conducting all workshops, activities, events, and liaison-related tasks with BMOs, industries, and other stakeholders, including managing associated logistics. FMC will provide the finalized list of venues, vendors etc. with final contracted rates and FMC will Reimburse directly to the vendors on the basis of actual bills against all events & workshops submitted by the selected expert organization after each event as per the budget lines of the project.

- PS: This is only related to venue, food, projector, stationery, etc., for conducting six workshops on SCB for at least 10 BMOs, 250 MSME leaders and stakeholders; six stakeholder discussions for consensus-building on SCB criteria; and six feedback sessions for MSMEs to discuss and endorse the developed SCB criteria.**

3. **Field Deployment Requirements:** The scope of work requires intensive field activities in Panipat, with some involvement in Amroha and Bhojpur (U.P.). It is advisable that the expert organization deploy dedicated staff in Panipat, who may travel to Amroha and Bhojpur on an as-and-when-required basis.
4. **Timely Execution of Activities:** The expert organization shall plan and execute all activities in a timely manner. No delays will be accepted except under conditions of force majeure.
5. **Impact Assessment Responsibilities:** The expert organization shall be responsible for assessing the impact of all activities undertaken. A clear and concise impact assessment methodology must be included in the proposal. This methodology will be evaluated by FMC as part of the technical assessment.
6. The expert organization shall submit a detailed Monthly Progress Report (MPR) to FMC, outlining activities conducted, field visits made, stakeholder engagements, challenges faced, corrective actions taken, and planned activities for the upcoming month.
7. The expert organization must ensure continuous field presence of deployed staff. Attendance records, including field visit logs, photographs, and travel plans, shall be maintained and shared with FMC as required.
8. All data collected, reports prepared, and outputs delivered must undergo internal quality checks by the expert organization before submission.
9. The expert organization shall prepare a comprehensive Stakeholder Engagement Plan covering BMOs, industry units, government departments, and local institutions. The plan must detail roles, engagement frequency, responsibilities, and communication channels.
10. All project-related documents, records, photographs, videos, and stakeholder lists must be securely stored in a structured digital repository. Access control and data protection measures must be clearly defined.

#### **G. General Contract Award Criteria and Requirements: -**

1. **Nationality:** This Bid is open to only Indian Applicants and also other countries nationals organizations who are authorised to work on the project as per the law of the country (if any). Any form of association by the Applicant with ineligible entities as are decided by the law of the country (if any) either during this subsequent prequalification/ bidding process may be liable for rejection.

2. **Ethics and Integrity:** The FMC requires Applicants to participate in this empanelment process as per the provisions of procurement manual with the highest standards of integrity and ethics and prohibits any corrupt and/or fraudulent practices. It is strictly forbidden to the parties involved in the empanelment process, by themselves or by a third party, to offer, ask or accept for itself or for a third party, financial or non-financial advantage or even direct or indirect promise or any other acts, as offsets for empanelment, if susceptible of being qualified as criminal unlawful acts in accordance with national laws of any party involved. Further, the applicants shall permit the FMC or any other authority dually authorised by it to inspect all accounts, records and other documents relating to the submission of the Application, and to have them audited by auditors appointed by the FMC. Further, If, in accordance with the administrative procedures of the FMC, it is demonstrated that an Applicant in this empanelment process, or during the subsequent bidding for the contract(s) has violated the provisions stated in above, the FMC, inter alia, shall (a) reject any Application for empanelment or prequalification or proposal to award a contract in connection with the subsequent procurement process, as applicable; and/or (b) may declare an Applicant, temporarily or permanently, ineligible to be awarded future contracts under FMC.

3. **Declaration of Compliances:**

The applicant shall declare and confirm the following regarding their organization's compliance status and activities: -

- (a) **Registration and Legal Status:** The applicant entity is duly registered as a legal entity with the relevant authority under the law and valid as of the date of this declaration. All required legal and regulatory registrations are valid and properly maintained.
- (b) **Tax Compliance:** The applicant is compliant with all requirements under the Income Tax Act, and all annual tax returns are filed in a timely manner where ever applicable. That the applicant maintains valid section registration relating to taxation issues. That where ever applicable, the applicant complies with requirements of applicable sections related receipt of donations and also FCRA compliance
- (c) **Financial Compliance:** That the applicant accounts and financial records are properly maintained in accordance with applicable accounting standards and statutory guidelines. Further, its financial statements are audited annually, and audited accounts are filed with the relevant authorities on time.
- (d) **Governance Compliance:** That the applicant where ever applicable adhere to their bylaws/memorandum of association and act in accordance with our stated objectives. Further, where ever applicable, their governing body/board is properly constituted, and all required meetings (board meetings, general body meetings, etc.) are conducted in accordance with the regulatory framework.

- (e) **Regulatory Filings:** That where ever applicable, the all required annual returns and filings have been submitted to the competent authority in Govt as applicable, within the stipulated timelines.
- (f) **Operational Compliance:** That the applicant all activities undertaken are in alignment with its stated objectives, and funds received are utilized solely for those purposes. Further, it will adhere to any specific sectoral regulations applicable to its operations.
- (g) **Labor Law Compliance:** The applicant complies with all applicable labour laws and regulations for their employed staff members.
- (h) **GST Compliance (If applicable):** The applicant is (are) duly registered for GST, and all GST returns and filings are completed on time as required.
- (i) **Specific Declaration.** That the applicant declares that on the date of signing of this declaration, there are no pending notices or unresolved penalties from any regulatory or statutory authority against him(her) or their legal entity. Further, there are no ongoing investigations or legal proceedings against the applicant.
- (j) **Disclosure of any past non-compliance:** That the applicant has not received any penalties or notices in the past. Details of any past 3 years penalties/notices received and how they were resolved are as follows: NA/ enclosed

4. **Declaration by the applicant:** The applicant will declare and certify as per Annexure B.

#### **H. Schedule of Activities and budget**

- Proposal should contain a realistic Monthly timeline for the various components of the assignment, including key milestones and deliverables

#### **I. Format for submission of Financial Bid:** The bidder will be required to submit their financial bid as per the format given:

| S.No. | Scope of work  | Cost (Including GST) |
|-------|--|----------------------|
| 1     | To develop and finalization of implementation plans for Sustainable Cluster Brand (SCB) considering Europe, USA & Domestic market requirement including all activities and deliverables defined in the RFP |                      |

The bid will have a ceiling of INR 30.40 Lakhs and bids of more than INR 30.40 Lakhs including GST will be automatically rejected.

**J. Bid Submission:** Bidders may submit their bid as per the procedure mentioned in the tender notice. The bid to be in two parts (a) General and Technical Bid documents and (b) Financial Bid. The financial bid should have a secure password protection for ensuring confidentiality of financial bid quoted.

**K. Joint Venture/ Consortium:** Two or three experts' organizations may jointly undertake contract/ contracts. Each entity will be jointly and severally responsible for completing the task as per the contract.

Joint Venture / Consortium details:

Name of all partners of a Joint Venture / Consortium (not more than 3):

1. Lead partner
2. Partner
3. Partner

Note - The participating share of JV Partners shall be as below;

- i) Lead Partner shall have at least 50% participating share in JV.
- ii) Other partner(s) shall have at least 20% participating share in JV.

Joint Venture /Consortium must comply the following requirements:

- i) The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/ fleet strength of the individual partners of the JV / CONSORTIUM will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in RFP.
- ii) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted
- iii) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total ) and liabilities ( joint and several ) in respect of each and all of the firms in the Joint

Venture/Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

- vi) One of the partners shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV / Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture /Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- ix) The bid should be signed by all the partners of the Joint Venture/Consortium.
- x) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.
- xi) The JV / Consortium agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.
- xiii) If JV/ Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 24 months.
- xiv) JV / Consortium agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment. Note: If the work is awarded to Joint Venture firm, they will register the JV agreement in accordance with Registration Act.
- xv) JV/ Consortium shall open a Bank Account in the name of JV/ Consortium and all payments due to the JV/ Consortium shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the Joint Venture shall be submitted by JV/ Consortium before making any payment.

xvi) The JV agreement is to be done as per the format given in the Bid document.

## L. Evaluation of Bids:

(i) The FMC shall use the criteria and requirements defined in Part-L below, to evaluate the bids of the Applicants and no other methods, criteria, or requirements shall be used. The applicant will also submit along with the Technical Bid, a Methodology and Plan of Action for the scope of the project to which it has submitted its application. The FMC reserves the right to waive minor deviations from the selection criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform a contract.

## M. Method of Bids Evaluation: -

### 1. Selection Process

(i) FMC shall use a Quality and Cost Based System (QCBS) having three stages of evaluation (collectively the “Selection Process”) in evaluating the Proposals. Pre - qualification stage will be the first stage to check conformance to the bidder’s eligibility criteria. Technical Evaluation will be the second stage and based on that the applicants will be shortlisted and a financial evaluation will be carried out as information provided in the document

(ii) FMC may, at its discretion, call for additional information from the bidder(s) at any stage of evaluation. Such information has to be supplied within the set-out time frame, otherwise FMC is at discretion to reject/ accept/ extend the date for receiving such information. Seeking clarifications cannot be treated as acceptance of the proposal. FMC may waive any minor informality, non-conformity or irregularity in bid which does not constitute material deviation, provided such waiver does not affect the relative ranking of bidder.

(iii) Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause L (5) below.

### 2. Pre-qualification

(i) **Preliminary Scrutiny:** Preliminary scrutiny of the bid for eligibility will be done to determine whether the bids are in order and complete, whether the documents have been properly signed, whether any computational errors have been made. Proposals not conforming to such preliminary requirements are subject for being rejected.

### 3. Technical Bids

(i) The Technical Proposals will be evaluated against the requirements specified in the RFP and the Technical Evaluation Criteria. Shortlisted bidders on the basis of technical evaluation criteria shall be invited to make a presentation to the FMC as per technical evaluation criteria

(ii) Consequent upon the evaluation as per technical evaluation criteria, each technical bid will be assigned a Technical Score (TS) out of a

maximum of 100 marks. **Bidders who score 70% or more will qualify for the evaluation of their financial bid.**

(iii) Technical proposal will be evaluated and marks shall be awarded as per the criteria mentioned below (Please share the details as per the Annexure A related to mentioned below criteria): -

| S. No | Technical Evaluation Criteria   | Relevant Document  | Marking System  | Max. Marks |
|-------|---|--|---|------------|
| 1     | The bidder should be Firm/society/trust registered in India through competent agency/authority for at least 3 years.                          | Copy of Latest registration Certificate from the competent authority       | 3 years   | 5          |
| 2     | Bidder should have experience of working on environmental sustainability projects   | Name of the Project  | 1 project= 5<br>More than 1 project = 10  | 10         |
| 3     | Bidder should have at least 5 years of experience of working on Sustainable Cluster Brand/ESG/Textile sustainability /Cluster/MSME experience | Copy of relevant document or affidavit justifying the relevant experience. | 5 years of experience of working on Sustainable Cluster Brand/ESG/ /Cluster/MSME experience = 10<br><br>5 years of experience in the Indian Apparel and Textile Sector on Sustainability = 10 | 20         |

|       |  |  |                           |      |
|-------|--|--|---------------------------|------|
| 4     | Bidder should have developed at least 1 Sustainable Cluster Brand related to Apparel & Textile sector  | Copy of relevant document or affidavit with a list justifying the relevant experience.                               | 1 report = 10             | 10   |
| 5     | Average annual turnover of the bidder for last 3 financial years (2022-23, 2023-24 & 2024-25), should be at least INR 100 Lakhs  | Copy of Turnover CA Certificate & Audited Balance Sheets.  | Rs. 100 Lakhs or above    | 10   |
| 6     | Team qualifications, Experience with EU/US and other relevant sustainability norms & certifications), Traceability/digital systems capability etc.   | Team composition chart with CVs should be as per the matrix mentioned in the special conditions of the contract      | Minimum resources details | 4 15 |
| 7     | Adequacy and quality of the proposed methodology and work plan. (Notes to Consultant the client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of experts). | Approach & Methodology shall be in the form of a presentation to be made to the committee of Procurement/Department. |                           | 30   |
| Total |  |  |                           | 100  |

#### 4. Financial Bid: -

- (i) Financial Bids will be opened for those bidders who have qualified the technical bids.
- (ii) The Financial bids will be scrutinized by the FMC.
- (iii) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services (“Bid Price”).
- (iv) Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- (v) Any conditionality included in the financial proposal will lead to disqualification of the entire bid.

- (vi) The Proposal with lowest financial quote will be awarded a financial score of 100.
- (vii) Financial Scores for other technically qualified bidders will be evaluated using the following formula- Financial Score of Bidder (FS) = (Least Financial Bid / Financial Bid of the Bidder) X100 (rounded off to 2 decimal places).

**5. Final Evaluation: -**

Final evaluation shall be done on “Quality & Cost Based Selection” method (QCBS). The weight age for the composite evaluation shall be awarded as below: -

- a. Technical (TS) - 80%
- b. Financial (FS) - 20%

Bids shall be ranked according to their combined scores, calculated using the technical score (TS) and financial score (FS) and the weights as follows:

$$S = TS \times 0.80\% + FS \times 0.20\%$$

Bidder with the highest combined score shall be awarded the contract. In case of a tie in the final score, the bidder having highest technical score will be selected.

**6. Evaluation to be Confidential:** Information relating to the Applications, their evaluation and result shall be confidential and will not be disclosed to Applicants or any other person(s) not officially concerned with the empanelment process until the official notification of empanelment results is made. From the date of submission of Applications to the time of notification of the results of the empanelment in, any Applicant who wishes to contact the FMC on any matter related to the empanelment process may do so only in writing. Canvassing in any form will be grounds for disqualification.

**N. Right to Accept or Reject Applications:** The FMC reserves the right to accept or reject any Application, and to annul the empanelment process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

**O. Payment terms and conditions: -**

| S. No | Percentage | Conditions   |
|-------|------------|--|
| 1     | 10%        | Advance after signing of the Contract and deployment of the team   |
| 2     | 20%        | After submission of the Inception Report and Market Requirements Assessment Report (For Europe, USA & Domestic markets)  |
| 3     | 20%        | After submission of the Sustainable Cluster Brand (SCB) Positioning Framework and Implementation Plan for SCB - Market Wise<br>Three separate implementation plans |

|   |     |  |
|---|-----|--|
| 4 | 25% | After submission of the SCB Operational Roadmap (Cluster Level), Financial & Resource Mobilisation Plan, Risk Assessment & Mitigation Framework and Action Plan for MSME Capacity Building |
| 5 | 25% | After submission of the Final integrated report and Final Sustainable Cluster Brand Implementation Plan  |

**P. Intellectual Property Rights: -**

Ownership of data, reports, and other intellectual property generated during the project will be shared by FMC and the selected bidder. Conditions of the ownership will be decided on the basis of mutual consent at the time awarding the final contract

**Q. Communication and Reporting**

- Assignment will be supervised by person as nominated by the competent authority in FMC. Name of the person will be communicated after award of the contract to the selected bidder

**R. Award of Contract: -**

The FMC will notify the successful bidder in writing that its proposal has been accepted. On receipt of notification the bidder shall furnish acceptance of award within 7 days of its issuance from FMC. The bidder shall sign Contract Agreement with FMC. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Failure of the successful bidder to sign the contract or wilful violation of the bid process shall constitute sufficient grounds for the annulment of the award, in which event the client may choose to award the work to next most responsive bidder or call the fresh bids. In such a scenario FMC may blacklist the concerned bidder for participation in future projects.

**Annexure A**

| S. No. | Technical Evaluation Criteria  | Relevant Document  | Documents Description  | Document sequencing |
|--------|--|--|--|---------------------|
| 1      | The bidder should be Firm/society/trust registered in India through competent agency/authority for at least 3 years. | Copy of Latest registration Certificate from the competent authority | Please mention Firm/society/trust registration details here  | Annexure D          |
| 2      | Bidder should have experience of working on environmental sustainability projects                                    | Name of the Projects   | Please mention project name, description and details of documents (Work Award letter/Completion Letter/ project report from Client) here | Annexure E          |

| S. No. | Technical Evaluation Criteria  | Relevant Document  | Documents Description  | Document sequencing |
|--------|--|--|--|---------------------|
| 3      | Bidder should have at least 5 years of experience of working on Sustainable Cluster Brand/ESG/Textile sustainability /Cluster/MSME experience  | Copy of relevant document  | Please mention project name, description and details of documents (Work Award letter/Completion Letter/project report from Client) here  | Annexure F          |
| 4      | Bidder should have developed at least 1 Sustainable Cluster Brand related to Apparel & Textile sector  | Copy of relevant document  | Please mention project name, description and details of documents (Work Award letter/Completion Letter/ project report from Client) here | Annexure G          |
| 5      | Average annual turnover of the bidder for last 3 financial years (2021-22, 2022-23 and 2023-24), should be at least INR 100 Lakhs  | Copy of Turnover CA Certificate & Audited Balance Sheets.  | Mention the Average annual turnover amount here  | Annexure H          |
| 6      | Team qualifications, Experience with EU/US and other relevant sustainability norms & certifications), Traceability/digital systems capability etc.   | Team composition chart with CVs  |  | Annexure I          |
| 7      | Adequacy and quality of the proposed methodology and work plan. (Notes to Consultant the client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of experts). | Approach & Methodology shall be in the form of a presentation to be made to the committee of Procurement/Department. |  | Annexure J          |

## Annexure B

### Rs 100 STAMP PAPER (Duly Notarized)

#### *“Declaration*

*Name of the applicant: \_\_\_\_\_*

*It is certified that: -*

1. *The applicant has no affiliation to any political party or religious group/organization.*
2. *None of the them have been found guilty/convicted of any legal offence and/or crime by any court of law in the past.*
3. *No legal offence and/or criminal case is pending against any of the applicant before any court/investigating agencies.*
4. *The applicant has not been found guilty/convicted of any legal offence and/or crime by any court of law in the past.*
5. *No legal offence and/or criminal case is pending against applicant before any court/investigating agencies.*
6. *That the documents submitted during the due diligence process are genuine and authentic.”*

### Annexure C: Proforma of Joint Venture / Consortium Agreement

(On Non-Judicial Stamp paper of appropriate value as per provision of the Stamp Act applicable in the concerned state)

This Joint Venture / Consortium agreement is made on this ..... day of ..... AMONGST/BETWEEN M/s....., having its registered Office at ..... Represented by Shri.....(Name and Designation) of M/s..... who has power of Attorney/Board Resolution to enter into Joint Venture / Consortium with..... and sign all documents/agreements on behalf of M/s..... (hereinafter referred to as ".....") AND M/s....., having its registered Office at ..... Represented by Shri.....(Name and Designation) of M/s..... who has power of Attorney/Board Resolution to enter into Joint Venture / Consortium with..... and sign all documents/agreements on behalf of M/s..... (hereinafter referred to as ".....")

The expressions M/s .....and M/s..... shall, wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as "Joint Venture / Consortium / Parties" and individually as "Joint Venture / Consortium Partner / Party".

WHEREAS M/s..... and M/s..... agreed to form a Joint Venture / Consortium in order to join their forces to obtain best results from the combinations of their individual resources of technical and management skill, finance and equipment for the benefit of the project and in order to submit the Bid for the work of

"....." (hereinafter referred to as "Project") under.....(Name of Company) (hereinafter referred to as "the Principal Employer").

The Parties hereby enter into this Joint Venture / Consortium Agreement (hereinafter referred to as "Joint Venture / Consortium Agreement") to jointly prepare and submit the Bid for the Project and in the event of securing the Project, to execute the Project in accordance with the Contract terms and conditions, to the satisfaction of the Principal Employer.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties agree as follows:

#### 1) FORMATION AND TERMINATION OF THE JOINT VENTURE / CONSORTIUM.

- a) Name of JV/Consortium: "....."
- b) Head Office: ..... | Local Office: .....
- c) No partner may assign, pledge, sell or dispose its interest without written consent.
- d) Termination conditions:
  - i) JV not qualified
  - ii) Contract not awarded
  - iii) Project cancelled
  - iv) Material breach not cured
  - v) Mutual written agreement
  - vi) Completion of project

#### 2) LEAD PARTNER.

M/s..... shall be the Lead Partner and authorized representative. All partners shall be jointly and severally liable for bidding and contract execution.

#### 3) REPRESENTATIVE OF PARTNERS.

JV Partner - Name - Position

M/s..... - ..... - .....

M/s..... - ..... - .....

M/s..... - ..... - .....

**4) PARTICIPATION SHARE & RESPONSIBILITIES.**

Participation Shares:

M/s..... : .....%

M/s..... : .....%

M/s..... : .....%

Lead Partner ≥ 50%

Other Partners ≥ 20%

**5) JOINT AND SEVERAL LIABILITY.**

All partners are jointly and severally liable for all obligations.

**6) WORKING CAPITAL.**

To be provided individually or collectively.

**7) BID SECURITY.**

Bid, Performance and other securities shall be provided by the JV/Consortium.

**8) PERSONNEL & EQUIPMENT.**

Resources of all partners will form core team.

**9) NON-PERFORMANCE.**

Provisions for default, indemnity, takeover of responsibilities, and payment strictly to JV.

**10) BANK ACCOUNT.**

A joint bank account will be opened and jointly operated.

**11) LIMIT OF JV/CONSORTIUM ACTIVITIES.**

Limited to bidding and project execution.

**12) TAXES.**

Each partner responsible for own taxes; JV taxes from JV account.

**13) EXCLUSIVITY.**

No partner may participate in the bid independently or with another party.

**14) MISCELLANEOUS.**

a) No sale/assignment without consent.

b) Agreement binding on successors and representatives.

**15) APPLICABLE LAW.**

Laws of India shall apply.

IN WITNESS WHEREOF, the Parties sign on the date mentioned above.

For .....

For.....

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Address: \_\_\_\_\_

Name & Address: \_\_\_\_\_

(Official Seal)

(Official Seal)

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Name & Address: \_\_\_\_\_

Name & Address: \_\_\_\_\_

## Annexure D to Annexure J