



APPAREL EXPORT PROMOTION COUNCIL  
APPAREL HOUSE – GURGAON

DISHA/RFP/03/11

DT.15.9.2011

AEPC under the “Scheme for **development and implementation of Common Compliance Code for the Garment industry**” of Ministry of Textiles invites proposals from consulting firms with adequate experience in social and environmental compliance issues for engagement of following (Agency Code):

CCC 1 Lead Implementation Agency (Project Management Consultant)

CCC 2 Support agency

CCC 3 Audit agency

Proposals are invited to carry out: (A) Development of Guidelines & Toolkits; (B) Programme Management and Advocacy; (C) Factory Orientation and Training and (D) Factory Audits

The detailed **Request For Proposal** (RFP) and other terms and conditions can be obtained from the above mentioned address or can be downloaded from [www.aepcindia.com](http://www.aepcindia.com)

**The Bid may be submitted in sealed envelope indicating the agency code (CCC1, CCC2, CCC3 latest by 7<sup>th</sup> Oct. 2011, 4.00 PM as per the instruction in the RFP.**

**Please find below the following:**

1. Request For Proposal (RFP)
2. Application Form for Lead Agency/Support Agency
3. Application Form for Audit Agency
4. Annexure –I A (Technical Bid for Lead Agency/Support Agency)
5. Annexure –I B (Technical Bid for Audit Agency)

5. Annexure – II A (Commercial Bid for Lead Agency)
6. Annexure – II B (Commercial Bid for Support Agency)
7. Annexure – II C (Commercial Bid for Audit Agency)
8. Annexure- 3 (BG format for EMD)
9. Annexure- 4 (Joint Bidding Agreement format – for Consortium)

For any further queries, please contact:

Chandrima Chatterjee

Director, Compliance

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e-mail: [Chandrima@aepcindia.com](mailto:Chandrima@aepcindia.com)

**Development and implementation of Common Compliance Code**

**for the Garment industry”**

**Request For Proposal**

DISHA/RFP/03/11

DT.15.9.2011

**DISCLAIMER**

The information contained in this Request For Proposal (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the AEPC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the AEPC to the Prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the AEPC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the AEPC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party 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 Bidder 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 Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive

account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The AEPC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The AEPC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Bidders for participation in the project implementation.

The AEPC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The AEPC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the AEPC is bound to select and short-list Bid for award of project or to appoint the selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

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

## 1. Introduction

India is today a leading player in the apparel market. Around 80% of apparel exports are to the USA, EU and other developed markets. Besides quality and price competitiveness, social and environmental compliance is becoming an increasing prerequisite for exports to these destinations.

The Common Compliance Code project aims at addressing this issue. The AEPC aims at making India the global benchmark for social compliance in apparel manufacturing and export. With this objective, the AEPC has embarked on a project - **Driving the Industry towards Sustainable Human Capital Advancement (DISHA)** . The most important component of this project is the common compliance code. AEPC's Common Compliance Code Project needs to be designed to build the capacities of SMEs as well as to eliminate multiple compliance processes and associated costs. This will generate substantial opportunities to promote trade and commerce.

## 2. Scheme Objectives

- Increase awareness of compliance standards
- Increase internal capacity to meet and maintain compliance standards
- Reduce multiple audits of units and thereby reduce time and cost of compliance
- Increase productivity through better management systems
- Get international accreditations that will increase exportability of the SME units

## 3. Scheme Target

Under this scheme, a total number of 775 garment manufacturing units/factories, largely small and medium enterprises, will be targeted for capacity building and auditing with a Govt. grant component, on First Come First Serve basis as per following schedule:

<u>Year</u>	<u>No.of Units</u>
2011-12	400
2012-13	375

#### **4. Scope of the work and Deliverables (Activity Codes)**

##### **4.1 - Development of Guidelines & Toolkits and updating code of ethics**

###### **- for lead agency**

4.1.1 AEPC has developed a framework document (working document) on the Code of Ethics which will be referred as '[AEPC Common Compliance Code](#)' which can be accessed from AEPC website, [www.aepcindia.com](http://www.aepcindia.com). The agency has to update it as and when required during the contract period.

4.1.2 Based on this framework document, agency will develop detailed guidelines and toolkit. The detailed guidelines would enable factories to understand the specifics for execution and implementation. The tool-kit (assessment/monitoring tools) for suppliers would enable them to build the internal compliance program required to meet and maintain the compliance standards.

4.1.3 For any change, i.e addition or modification, that may be suggested in the framework document by AEPC from time to time, the agency will have to develop or modify the guidelines and toolkit within a given time frame.

4.1.4 The agency will refer to similar projects being run internationally and ensure greatest acceptability of the guidelines and toolkit. All such references will have to be documented and produced to AEPC

##### **4.2 Management and Advocacy- for Lead Agency:**

The agency will be required:-

4.2.1 To formulate a comprehensive strategy and roadmap for mobilization of factories & trainers, training methodology, standardisation of the programme.

4.2.2 To develop and operate a dynamic web-based project Management Information System (MIS) containing all necessary programme details, including the profiles of the factories, the status of the training programme, etc.

4.2.3 To develop evaluation formats for evaluating factory orientation program and all other associated activities based on internationally accepted benchmarks. The evaluation format will be developed in consultation with support agencies, and approved by AEPC. The lead agency and support agencies would prepare the evaluation report, to be compiled by the lead agency and submitted to AEPC on monthly basis by 10<sup>th</sup> of the following month.

4.2.4 To develop strategy and content for Advocacy and Branding of AEPC Common Compliance Code program, DISHA to ensure global acceptability of the programme.

4.2.5 Assist AEPC to get accreditation of the DISHA program from relevant global accreditation agencies.

4.2.6 Any other activities necessary for effective implementation and to keep the program on schedule and within the budget

### **4.3 - Factory Orientation and Training - for Lead and Support Agencies**

To create a comprehensive implementation programme, with schedule, to conduct factory orientation and training across member factories.

The programme will be conducted in all 4 zones viz. North, East, West and South.

4.3.1 To conduct awareness programs at clusters to ensure maximum enrollments and better understanding of the scheme by exporters.

4.3.2 To perform a gap analysis at unit level and develop systems to plug the gaps.

4.3.3 To conduct training programme at unit level, classroom level and cluster level of key resources in factories for developing in-house systems for compliance

4.3.4 For each unit, an average of minimum six full day factory level meeting (for gap analysis and training) to be organised. More unit level visits will be made by the agency if the units report further requirement for handholding.

4.3.5 To Schedule compliance audits, reviewing audit reports and communicating findings and status, pursuing corrective action/remediation plans dealing with certification procedures. Conduct retraining if necessary.

4.3.6 Data for MIS and evaluation report on factories trained to be filled by lead and support agencies on monthly basis. Lead agency to compile the same and submit to AEPC by 10<sup>th</sup> of every month.

4.3.7 Lead and support agencies to do mapping of the supply chain of the participating units . A report covering the broad overview of working conditions in Tier II industries that the participating factory is working with needs to be submitted to AEPC before the completion of the scheme. The above mentioned report needs to cover at least 10% of the participating units (with appropriate zonal representation) the agency is handling.

4.3.8 Any other activities necessary for effective implementation and to keep the program on schedule and within the budget

#### **4. 4 Factory Audits- for Audit Agency**

4.4.1 Develop a comprehensive audit instrument with detailed guidelines/instructions for conducting audits, in consultation with Lead Agency and AEPC.

4.4.2 Detailed factory audits on code standards with subsequent follow-up/verification audits post remediation of gaps/issues identified in the initial audit. For each unit, an average of minimum 6 full days audit process to be carried out.

4.4.3. Re audits, if required.

### **5. Broad components of the project & Implementing Agencies**

5.1 The Council proposes to engage:

(i) One lead agency to carry out all activities indicated under following activity codes :

4.1 – Development of guidelines and toolkit

4.2 – Management and Advocacy

4.3 – Factory orientation and training

(ii) One or two support agency/ies

To implement the capacity building programme indicated in activity code 4.3, as per the approved guidelines and toolkit

(iii) One or two audit agency/ies

To conduct audits as per activity code 4.4

5.2 The lead agency must apply for conducting activity codes 4.1 to 4.3. In case of activity code 4.3 agency should quote for at least 50% of the target 400 units during 2011-12.

5.3 The Support Agency/ies should quote for balance 50% or less of the units with respect to activity code 4.3, in lots of 100 units each.

5.4 The audit agency must apply for at least 200 units.

*(NB: Lead agency, support agency and audit agency can indicate their zone preferences. However, AEPC reserves the right of allocation of units.)*

## **6. Bidding Process**

6.1 Bids are invited under two bid system of bidding for selection of (referred to as the "**Bidding Process**") (1) Lead Implementing Agency for Project (2) Support Agencies and (3) Audit Agencies for project implementation in the Specified Sector.

6.2 Bids from eligible Bidders are invited (the "**Bidder**", which expression shall, unless repugnant to the context, include the members of the Consortium) for implementation of the scheme. The Bidder can be a single Entity or an association or a legally binding /group

of Entities, either in the form of a consortium or a joint venture or otherwise coming together to submit the Bid. This has to remain during the implementation and conclusion of the Scheme.

6.3 For the purpose of this RFP, “**Entity**” shall mean an entity registered in India or duly registered outside India under the Statute of their country of incorporation or registration.

6.4 The process involves qualification and selection (the “**Qualification**”) of Bidders who make a Bid in accordance with the provisions of this RFP.

6.5 The Bidder shall also deposit, along with its Bid, an EMD (the “**Bid Security**”) as per following schedule:

- (i) Lead Agency – RS 3.00 lacs
- (ii) Support Agencies – Rs 1.50 lacs
- (iii) Audit agencies – Rs 1.50 lacs

The EMD amount mentioned above is irrespective of the no. of units applied by the bidder.

The security will be in the form of DD/FDR/Bank Guarantee (BG) in favour of AEPC, and in case of the Bank Guarantee as EMD, the Proforma of the BG would be as per the attached Annexure. 3.

The EMD will be refundable without interest, no later than 120 (one hundred and twenty) days from the bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Bank Guarantee (PMG), as indicated in clause No. 12 of RFP. **The Application shall be summarily rejected if it is not accompanied by the Bid Security.**

6.6 At the end, the AEPC expects to announce the qualified Bidder(s) who shall be eligible to undertake and implement the “scheme” in the manner specified in the Agreement, RFP document, their respective project framework and the Scheme guidelines.

6.7 Bidders are required to furnish all the information specified in this RFP in two envelopes – **(i) the technical bid (ii) the commercial bid.**

6.8 The offer shall be valid upto for 2 months from the application date

6.9 The AEPC shall receive offer pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the AEPC, and all offer shall be prepared and submitted in accordance with such terms on or before 7<sup>th</sup> Oct 2011.

6.10 Selection of Bidders is based on meeting “**Minimum Eligibility Criteria**” and subsequently achieving the “Highest Qualifying Score”, in accordance with the criteria specified by the AEPC in this document along-with addendum/ clarification/ ratifications etc, issued if any.

6.11 The AEPC reserves the right to repeat the bidding process, at its own discretion, for the selection of new/ additional Implementing Agencies in the future.

6.12 Amendment of RFP :

6.12.1 At any time prior to the deadline for submission of Application, the AEPC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

6.12.2 In order to afford the Bidders a reasonable time for taking an Addendum into account or for any other reason, the AEPC may, in its sole discretion, extend the Bid Due Date.

## **7. Schedule of Bidding Process**

The AEPC shall endeavor to adhere to the following schedule:

S.no	Event description	Date
1	Last date for receiving queries	22.9.11
2	AEPC response to queries latest by	26.9.11
3	Bid Due Date	7.10.11, 4.00 PM
4	Opening of the Technical Bid	7.10.11
5	Presentation by shortlisted bidders	14.10.11
6	Opening of Price Bid	14.10.11
7	Announcement of selected Bidder within 10 days of opening the price bid	
8	Letter of Award (LOA) Within 15 days of Announcement of selected Bidder	
9	Signing of Agreement Within 30 days of award of LOA	

## **8. INSTRUCTIONS TO BIDDERS**

8.1 The agencies to indicate the zones as per para 4.3 for which they are applying. Agencies may apply for more than one zone.

8.2 Agencies applying for Lead or support agency cannot bid for audit agency and vice versa

8.3 Agencies applying for Lead agency may indicate whether they would like to be considered for support agency services, in case they are not selected as Lead agency

8.4 The Bidder for selection may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder.

## **9 Eligibility of Bidders**

9.1 Minimum Eligibility criteria for Lead and support agencies :

9.1.1 The Bidder should have at al least 5 years of experience of conducting similar training and capacity building programmes

9.1.2 The agency should have conducted at least 2 similar programmes in India

9.1.3 The proposed team should have at least 2 experts with 5 years each of proven experience to manage the compliance assignment.

Bids of agencies failing to meet the above criteria will not be considered.

**9.2 Minimum Eligibility criteria for audit agencies :**

9.2.1 The organization should have at least 3 years of experience of conducting similar social and environmental compliance audits

9.2.2 The Agency should have offices in at least 2 major cities in India.

9.2.3 The proposed team should have an in-house team of at least 2 senior auditors with 4 years of experience and 3 auditors with 2 years each of proven experience to manage the compliance assignment.

Bids of agencies failing to meet the above criteria will not be considered.

**10. Evaluation process for lead and support agency:**

The shortlisted candidates based on evaluation of technical bid shall be called for presentation before a Selection Committee as per the schedule given in clause 7.

The scoring criteria to be used for technical and Commercial evaluation shall be based on the following:

**10.1 Technical evaluation (70 marks):**

10.1.1 Similar compliance programmes conducted in India or abroad – 20 marks

10.1.2 Qualifications of key technical persons – 10 marks

10.1.3 Connect of agency with international stakeholders through partnership programmes  
-10marks

10.1.4 Presence in major Indian cities – through regional offices or dedicated manpower – 5  
marks

10.1.5 Presentation on roadmap for the project, marketing and promotion ideas and  
strategy for effective implementation – 25 marks

**10.2 Commercial (30 marks)**

10.2.1 Commercial bids of the bidders scoring minimum 40 marks in the technical bid  
evaluation would be opened for final evaluation.

10.2.2 Commercial bids will carry a weight age of 30 marks based on annex 2A/2B/2C

10.3 Agencies will be selected on the basis of the composite score from technical and  
Commercial bids.

**11. Evaluation process for audit agency/ies :**

The scoring criteria to be used for evaluation shall be based on the following:

**11.1 Technical evaluation (70 marks):**

11.1.1 Number of similar audit programmes conducted in India or abroad – 20 marks

11.1.2 Qualifications of key technical persons – 20 marks

11.1.3 Presence in major Indian cities – through regional offices or dedicated manpower –  
10 marks

11.1.4 Presentation on past projects, monitoring and assessment tools to be used - 20 marks

Note: Technical qualifications and presentation coverage mentioned above will be with respect to similar compliance audits.

**11.2 Commercial (30 marks)**

11.2.1 Commercial bid of the bidders scoring minimum 40 marks in the technical bid evaluation would be opened for final evaluation.

11.2.2 Commercial bid will carry a weightage of 30 marks

11.3 Agencies will be selected on the basis of the composite score from technical and Commercial bids.

**12. Performance Bank Guarantee (PBG):**

The selected agency would be required to submit a PBG amounting to minimum of 10% of the contract amount awarded. This PBG will be valid for six months after the closure of the contract.

**13 Time Frame (Schedule of completion of task):**

The agency shall commence the services as soon as possible but not later than 7 days after the client has issued letter of intent, to proceed with the services. The time line for carrying out the project implementations is as follows:

**13.1 Development of Guidelines & Toolkits:**

Guide lines	: within 20 days of issuance of LOI
Tool kit	: within 40 days of issuance of LOI

13.2 Factory Orientation ,Training, Evaluation and Supply chain mapping: 400 units during November 2011 to March 2012

13.3 Program Management and Monitoring : Oct 2011 to March 2012

13.4 Factory Audits: From January 2012 onwards

**14. Payment Terms:**

14.1 The bidder shall quote its fee (in INR) of carrying out the identified tasks for the implementation of the proposed scheme along with the submission of Bid Application.

14.2 The fee quoted must be lump-sum and inclusive of all taxes and duties for the Scope of Work as stated in the tender document.

14.3 No advance will be paid

**15 . Monitoring of the Scheme:**

15.1 As regards interpretation of any of the provisions of these guidelines, the decision of AEPC referred to above shall be final.

15.2 Ministry of Textiles reserves the right to amend the scheme.

16.3 AEPC reserves the right to cancel any quotation without assigning any reasons.

**16. Arbitration & Jurisdiction**

16.1 In case of any dispute, an appeal can be filed by AEPC / Consultant-cum-Coordinating Agency to Ministry of Textiles.

16.2 Jurisdiction shall be Delhi Courts.

## **17. PREPARATION AND SUBMISSION OF APPLICATION**

### **17.1 Language**

The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder.

### **17.2 Format and signing of Application**

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

### **17.3 Contents of the Application**

Each Bid Application with a covering letter (as per enclosed Application No.1 or 2) shall contain two separate Envelops sealed in a large Envelop, with following:

#### **Envelop A: Technical Bid as per the Annexure - 1 A/1B which would contain:**

- EMD (in case of BG, please refer the Performa at annex-3)
- Technical Bid Annex. 1A or 1B duly filled along with documents required in the same.

#### **Envelop B: Commercial Bid as per Annexure 2A/2B/2C**

#### **Each of the envelopes shall be addressed to:**

Director Compliance, Apparel Export Promotion Council  
Apparel House, Institutional Area, Sect-44,  
Gurgaon-122003, Haryana,India. Email : [chandrima@aepecindia.com](mailto:chandrima@aepecindia.com)

**(Application No.1)**

(on company's letter head)

DISHA/RFP/03/11

DT.15.9.2011

**Application form for Development and Implementation of Common Compliance Code for the garment industry**

For 

<b>Lead Agency</b>
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<b>Support Agency</b>
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(Tick the applying category)

The Director (Compliance)  
Apparel Export Promotion Council  
Apparel House, Sector – 44  
Institutional Area, Gurgaon – 122 003

**Sub: Application for selection of Lead Agency (PMC)/Support Agency for development and implementing a Common Compliance Code for the garment industry**

Dear Madam,

This has reference to the RFP of Scheme for development implementing a Common Compliance Code for the garment industry dated 15-9-11

We have examined the RFP and have no reservations to the Tender Documents. We are submitting sealed Bid in respect of following in separate envelope:

- (a) Annexure – 1 A (Technical Bid) - Envelope - **A**  
(b) Annexure – 2 A (Commercial Bid) for Lead Agency }  
(c) Annexure – 2 B (Commercial Bid) for Support Agency } Envelope - **B**

*Each envelope must be shown as in bold letters.*

***Envelope A - Common Compliance Code -Technical Bid for Lead Agency / Support Agency***

***Envelope B - Common Compliance Code -Commercial Bid for Lead Agency / Support Agency***

We fully agree and abide by the RFP Document and state that:

1. All information provided in the Application and in the Annexure is true and correct and all documents accompanying the Application are true copies of their respective originals.
2. This statement is made for the express purpose of getting selected as a Successful Bidder for the Scheme.
3. We shall make available to the AEPC any additional information it may find necessary or require to supplement or authenticate the Application submissions.
4. We acknowledge the right of AEPC to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three (3) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. We offer EMD (Bid Security) of Rs. .... Lakh (Rupees Three lakhs for Lead Agency and One Lakh Fifty thousand for Support Agency) to AEPC in accordance with the RFP Document. The EMD in the form of DD/FDR/ Bank Guarantee (unconditional and irrevocable) is attached. EMD type.....No.....dt.....issued by.....(bank's name) amount Rs.....
7. We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Scheme is not awarded to us or our Bid is not opened.
8. We agree to keep this offer valid for 2 months and any extensions, in respect thereof, as per the terms of the RFP Document.
9. We agree and undertake to abide by all the terms and conditions of the RFP Document and the bid is unconditional and unqualified.
10. [In case of Consortium, we agree and undertake to be jointly and severally liable for all the obligations of the scheme under the Agreement till the completion of the scheme.] For this purpose, the required document is attached (as per Annex-4)

**11. We agree/ do not agree, to be considered for support agency, in case we are not considered for Lead agency.**

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Member

- Encl: 1. Technical Bid  
2. Commercial Bid  
3. EMD

**Application No.2**

(on company's letter head)

DISHA/RFP/03/11

DT.15.9.2011

**Application form for Development and Implementation of Common Compliance Code for the garment industry**

**For Audit Agency**

The Director (Compliance)  
Apparel Export Promotion Council  
Apparel House, Sector - 44  
Institutional Area, Gurgaon - 122 003

**Sub: Application for selection of Audit Agency for development and implementing a Common Compliance Code for the garment industry**

Dear Madam,

This has reference to the RFP of Scheme for development & implementing a Common Compliance Code for the garment industry dated 15.9.11

We have examined the RFP and have no reservations to the Tender Documents. We are submitting sealed Bid in respect of following in separate envelope:

Annexure - 1 B (Technical Bid) - Envelope - **A**

Annexure - 2 C (Commercial Bid) Envelope - **B**

Each envelope must be shown as in bold letters.

***Envelope A - Common Compliance Code - Technical Bid for Audit Agency***

***Envelope B - Common Compliance Code - Commercial Bid for Audit Agency***

We fully abide by the RFP Document and state that:

1. All information provided in the Application and in the Annexure is true and correct and all documents accompanying the Application are true copies of their respective originals.
2. This statement is made for the express purpose of getting selected as a Successful Bidder for the Scheme.
3. We shall make available to the AEPC any additional information it may find necessary or require to supplement or authenticate the Application submissions.
4. We acknowledge the right of AEPC to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last three (3) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
6. We offer EMD (Bid Security) of Rs. .... Lakh (Rupees One lakh Fifty Thousand for Support Agency) to AEPC in accordance with the RFP Document. The EMD in the form of DD/FDR/ Bank Guarantee (unconditional and irrevocable) is attached. EMD type.....No.....dt.....issued by.....(bank's name) amount Rs.....
7. We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, we shall have any claim or right of whatsoever nature if the Scheme is not awarded to us or our Bid is not opened.
8. We agree to keep this offer valid for 2 months and any extensions, in respect thereof, as per the terms of the RFP Document.
9. We agree and undertake to abide by all the terms and conditions of the RFP Document and the bid is unconditional and unqualified.
10. [In case of Consortium, we agree and undertake to be jointly and severally liable for all the obligations of the scheme under the Agreement till the completion of the scheme.] For this purpose, the required document is attached (as per Annex-4)

In witness thereof, I/ we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory)

Place:

Name and seal of the Applicant/ Lead Member

Encl: 1. Technical Bid

2. Financial Bid

3. EMD

**ANNEXURE- 1-A**

(on Company letter head and to be signed by Director/Partner/Karta HUF)

DISHA/RFP/03/11

DT.15.9.2011

**Development and Implementation of Common Compliance Code for the garment industry**

**Technical Bid for**

**Lead Agency**

**Support Agency**

(Tick the applying category)

Applicant Firm to provide following information:

**1. Brief details of the Applicant:**

- a. Name of the company :
- b. Country of registration/incorporation:
- c. Type of Company :
- d. Established in the year :
- e. Address of the organizational headquarters :  
and its branch office(s), if any, in India:
- f. Date of registration/incorporation and/ or commencement of operations :
- g. Business turnover in the last 3 years :

year	Turnover (audited amount) In Rs.lac.	Remarks
2008-09		
2009-10		
2010-11		

2. Brief description of the Organization including details of its main operations/ activities and proposed role and responsibilities in this Project :

3. Particulars of the Authorized Signatory of the Applicant with contact details:

4. Details of individual(s) who will serve as the point of contact/ communication for the AEPC :

5. In case of a Consortium:

a. The information above (1-4) should be provided for all the Members of the Consortium.

b. A copy of the Joint Bidding Agreement should be attached to the Application. *(as per annex-4)*

c. Information regarding the role of each Member should be provided as per table below:

S.no.	Name of consortium member	Role in the project	Responsibilities of consortium member in the Scheme

6. List of any material nonperformance or contractual non-compliance made by the Applicant or any member thereof in past projects, Applicant's contractual disputes and litigation/ arbitration in the last 3 years:

7. **(Relevant Experience of the Applicant)** List of project undertaken

Past experience in compliance projects and or factory capacity building programs (in the last 5 years).

S.no	Client's name	Project name, brief description of the project	Sector/Area
(1)	(2)	(3)	(4)

Geographical coverage	Project cost (in Rs. Lacs)	Project start & completion date	No. of Units covered
(5)	(6)	(7)	(8)

*(Please give a detailed account supported with reports/studies of projects)*

8. No. of Regular and Full Time employees with the Applicant (employees on the payroll):

**9. Technical Experts details**

a. Team Leader :

b. Compliance/Audit Experts:

c. Financial Management Experts:

*- A maximum of 3 pages CV of proposed positions should be attached describing their experience covering:*

*Number and type of projects done in apparel/textile sector and compliance audit/training in the last 5 years]*

**10. Quality Assurance**

S.No	List of accreditations/ certifications received	Awarding authority	Date of receiving & validity date

11. Contracting Strategy & Tie ups with various players

a. Write-up on Strategy for people mobilization **(not more than 1 page)**

12. Agency may indicate their ideas/vision of the project, DISHA.

13. Please provide two references from textile/RMG sector who can comment on the functioning of your organization.

14. Any other information if necessary (please indicate)

15. This is to certify that the information provided above is a true account and we shall be responsible for any mis-declaration of facts, including termination of contract awarded by AEPC with full compensation of damages, as decided by AEPC.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/

**Documents to be submitted with Annex-1A**

1. Copy of Certificate of Incorporation / Certificate of Registration as attached as **Annexure A 1**;
2. Proof for have been in existence for at least 5 years [Lead member, in case of Consortium] as **Annexure A 2**
3. To confirm Annual turnover/funding receipts [in case of a Society or a Trust or a non-profit making organization] in the last 3 financial years as required in this RFP with audited copy of balance sheet is attached as **Annexure as A 3**
4. In the case of Consortium, a copy of the Joint Bidding Agreement – **Annexure- as A4**

**ANNEXURE- 1-B**

(on Company letter head and to be signed by Director/Partner/Karta HUF)

DISHA/RFP/03/11

DT.15.9.2011

**Development and Implementation of Common Compliance Code for the garment industry  
Technical Qotation for Audit Agency**

Applicant Firm to provide following information:

**1. Brief details of the Applicant:**

- a. Name of the company :
- b. Country of registration/incorporation:
- c. Type of Company :
- d. Established in the year :
- e. Address of the organizational headquarters :  
and its branch office(s), if any, in India:
- f. Date of registration/incorporation and/  
or commencement of operations :
- g. Business turnover in the last 3 years :

year	Turnover (audited amount) In Rs.lac.	Remarks
2008-09		
2019-10		
2010-11		

2. Brief description of the Organization including details of its main operations/ activities and proposed role and responsibilities in this Project :
3. Particulars of the Authorized Signatory of the Applicant with contact details:
4. Details of individual(s) who will serve as the point of contact/ communication for the AEPC :
5. In case of a Consortium:
  - a. The information above (1-4) should be provided for all the Members of the Consortium.
  - b. A copy of the Joint Bidding Agreement should be attached to the Application.
  - c. Information regarding the role of each Member should be provided as per table below:

S.no.	Name of consortium member	Role in the project	Responsibilities of consortium member in the Scheme

6. List of any material nonperformance or contractual non-compliance made by the Applicant or any member thereof in past projects, Applicant's contractual disputes and litigation/ arbitration in the last 3 years:
7. **(Relevant Experience of the Applicant)** List of project undertaken
  - a. Past experience in Factory audits, compliance projects or factory capacity building programs (in the last 5 years)

S.no	Client's name	Project name, brief description of the project	Sector/Area
(1)	(2)	(3)	(4)

Geographical coverage	Project cost (in Rs. Lacs)	Project start & completion date	No. of Units covered
(5)	(6)	(7)	(8)

*(Please give a detailed account supported with reports/studies of projects)*

8. No. of Regular and Full Time employees  
with the Applicant (employees on the payroll):

9. Technical Experts details

a. Team Leader :

b. Compliance/Audit Experts:

c. Financial Management Experts:

*- A maximum of 3 page CV of proposed positions should be attached describing their experience covering:*

*Number and type of projects done in apparel/textile sector and compliance audit/training in the last 4 years]*

10. Quality Assurance

S.No	List of accreditations/ certifications received	Awarding authority	Date of receiving & validity date

11. Contracting Strategy & Tie ups with various players

a. Write-up on Strategy for people mobilization (*not more than 500 words*)

12. Agency may indicate their ideas/vision of the project, DISHA.

13. Please provide two references from textile/RMG sector who can comment on the functioning of your organization.

14. Any other information if necessary (please indicate)

15. This is to certify that the information provided above is a true account and we shall be responsible for any mis-declaration of facts, including termination of contract awarded by AEPC with full compensation of damages, as decided by AEPC.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant

**Documents to be submitted with Annex-1B**

1. Copy of Certificate of Incorporation / Certificate of Registration as attached as ***Annexure A 1***;
2. Proof for have been in existence for at least 5 years [Lead member, in case of Consortium] ***Annexure as A 2***
3. To confirm Annual turnover/funding receipts [in case of a Society or a Trust or a non-profit making organization] in the last 3 financial years as required in this RFP with audited copy of balance sheet is attached as ***Annexure as A 3***
4. In the case of Consortium, a copy of the Joint Bidding Agreement as ***Annexure- A4***

**Development and Implementation of Common Compliance Code for the garment industry**

DISHA/RFP/03/11

DT.15.9.2011

**Commercial Bid (Year 2011-12) for Lead Agency**

The details may be given in the following format:-

<b>Activities</b>	<b>Bid details</b>	<b>Total (Rs. lakhs)</b>
Guidelines & Toolkit (Activity code 4.1)	(i) Man hour rate	
	(ii) Total man hours required	
	Total lump sum cost = (i) x (ii) Pl indicate in a separate sheet activities included like primary research, consultations, preparation of document, travel, etc.	
Management, advocacy and Monitoring (Activity code 4.2)	(i) Man hour rate	
	(ii) Total man hours required	
	Total lump sum cost = (i) x (ii) Pl indicate in a separate sheet activities included with respect to clause 4.2 in RFP.	
Factory Orientation (Activity code 4.3)	<b><u>Unit level activity :</u></b>	
	- Cost per unit for gap analysis and strategy to plug gaps (man hour rate (x) man hours )	
	- Cost per unit for training/ retraining (man hour rate (x) man hours )	
	A. Total per unit cost	

	B. Total cost for 200 units (Ax200)	
	<p><b><u>Cluster level activity for every 200 units :</u></b></p> <p>C. Total lumpsum cost = man hour rate (x) total man hours for 200 units</p> <p>Pl indicate in a separate sheet classroom/ cluster level activities included with respect to clause 4.3 in RFP like Developing audit instruments, cluster level programmes, Supply chain mapping, etc.</p>	
	Total fee for activity code 4.3 (B+C) per 200 units	
Other expenses (if any)	With details	
service tax		
Grand total	Cost per 200 units (for activity codes 4.1+ 4.2+ 4.3)	

**Note : 1.** Fee will be based on number of factories covered, irrespective of the size of the factory.

**2.** Lead agency has to quote for minimum 200 units.

**3.** In case of enhancement in number of units allocated, payment for lump sum costs will be proportionately enhanced.

**4.** In case of any variation in number of units allocated, per unit fee will remain same.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory)

Place:

Name and seal of the Applicant

**Annex.2 B**

**Name of the Project:- Development and Implementation of Common Compliance Code for the garment industry**

**DISHA/RFP/03/11**

**DT.15.9.2011**

**Commercial Bid (Year 2011-12) for Support Agency**

The details may be given in the following format:-

Activities	Bid details	Total (Rs. lakhs)
Factory Orientation (Activity code 4.3)	<b><u>Unit level activity :</u></b>	
	- Cost per unit for gap analysis and strategy to plug gaps(man hour rate (x) man hours )	
	- Cost per unit for training/ retraining (man hour rate (x) man hours )	
	D. Total per unit cost	
	E. Total cost for 100 units (Dx100)	
	<b><u>Cluster level activity for every 100 units :</u></b>	
F. Total lumpsum cost = man hour rate (x) total man hours for 100 units		
	Pl indicate in a separate sheet classroom/ cluster level activites	

	included with respect to clause 4.3 in RFP like Developing audit instruments, cluster level programmes, Supply chain mapping, etc.	
	Total fee for activity code 4.3 (E+F) per 100 units	
Other expenses (if any)	With details	
service tax		
Grand total	Cost per 100 units (for activity code 4.3)	

**Note : 1.** Fee will be based on number of factories covered, irrespective of the size of the factory.

2. Support agency has to quote for at least 100 units.
3. In case number of units allocated is more or less than 100, payment for lump sum costs will be proportionately reduced or increased.
4. In case of any variation in number of units allocated, per unit fee will remain same.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory)

Place:

Name and seal of the Applicant

**Annex.2 C**

**Name of the Project:- Development and Implementation of Common Compliance Code for the garment industry**

**DISHA/RFP/03/11**

**DT.15.9.2011**

**Commercial Bid (Year 2011-12) for Audit Agency**

The details may be given in the following format:-

Activities	Expenditure details	Total (Rs. lakhs)
Factory Audit (Activity code 4.4)	Audit Cost per unit (man hour rate (x) man hours )	
	A. Total Cost for 200 units including service tax	
Total	Cost for 200 units including service tax	
	<b>B.</b> Quote for re-audit per unit	

- Note :**
1. Audit agency has to quote for at least 200 units.
  2. Fee will be based on number of factories covered, irrespective of the size of the factory.
  3. In case number of units allocated is more than 200, payment for lump sum costs will be proportionately increased

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory)

Place:

Name and seal of the Applicant

**BG format for EMD (for Bid Security)***(Refer Clause 6.5 of RFP )*

- a. Name of Applicant :
- b. BG Number :
- c. BG Date [ DD/MM/YYYY ] :
- d. Amount Rs. :

**Format of the Unconditional and Irrevocable Bank Guarantee for Bid Security**

(To be on non-judicial stamp paper of appropriate value in accordance with the applicable Stamp Act)

In consideration of the [name of the Applicant] submitting the Application in response to the RFP issued by the AEPC No.....dtd..... considering such Application of [name of the Applicant] as per the terms and conditions of the RFP, the [name of the Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to the Apparel Export Promotion Council, (hereinafter is known as AEPC) forthwith on demand in writing from AEPC or any officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ only [the amount of Bid Security as per the terms of RFP document], on behalf of [name of the Applicant].

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties.

Our liability under this Guarantee is restricted to INR [amount of Bid Security as per RFP] only. Our Guarantee shall remain in force until \_\_\_\_\_. AEPC shall be entitled to invoke this Guarantee until \_\_\_\_\_ [insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by [Designated Official, AEPC], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to AEPC. The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Applicant and / or any other person. The Guarantor Bank shall not require AEPC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against AEPC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly AEPC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Applicant, to make any claim against or any demand on the Applicant or to give any notice to the Applicant or to enforce any security held by AEPC or to exercise, levy, or enforce any distress, diligence or other process against the Applicant.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to [INR \_\_\_\_\_ only] and it shall remain in force until \_\_\_\_\_ [date to be inserted on the basis of Clause 1.4.11 of RFP) with an additional claim period of 30 days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if AEPC serves upon us a written claim or demand.

Signature \_\_\_\_\_  
POA / Signature no . \_\_\_\_\_  
For \_\_\_\_\_  
(Banker's Seal and Full Address)

**JOINT BIDDING AGREEMENT**

*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of..... 20...

**AMONGST**

1. { ..... Name of Organization, registered/ incorporated under the .....Act, 19....} and having its registered office at ..... (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. { ..... Name of Organization, registered/ incorporated under the .....Act, 19....} and having its registered office at ..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. { ..... Name of Organization, registered/ incorporated under the .....Act, 19....} and having its registered office at ..... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

**AND**

4. { ..... Name of Organization, registered/ incorporated under the .....Act, 19....} and having its registered office at ..... (hereinafter referred to as the AEPC RFP )

“Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}s

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

**WHEREAS,**

A. Apparel Export Promotion Council (AEPC), having its principal office at Apparel house, Gurgaon (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its Request for Proposal No. .... dated ..... (the “RFP”) for selection of applicants as Lead Implementing Agency/Support Agency/Audit Agency for execution of Common Compliance Code Scheme in Textiles and Apparel Sector

B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

s The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Applicant and awarded the Project, it shall open a separate designated bank account for the Project and for performing all its obligations as LIA in terms of the Agreement for the Project.

**4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the close of the Project under the Agreement;
- b. Party of the Second Part shall be {the Technical Member of the Consortium; }
- c. {Party of the Third Part shall be the \_\_\_\_\_ Member of the Consortium; and }
- d. {Party of the Fourth Part shall be the \_\_\_\_\_Member/ Other Member of the Consortium. }

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Project closure is achieved under and in accordance with the Agreement.

**6. Obligations in the Project**

6.1 The Parties agree that the bifurcation of Obligation among the Parties in the Project shall be as follows:

First Party:

Second Party:

{Third Party: }

{Fourth Party: }

6.2 The Parties undertake that the above obligations shall, at all times from the date of award of the Project till the Project completion, be held by the Parties of the First, {Second and Third} Part whose experience and net assets have been reckoned for the purposes of selection of Applicants for the Project in terms of the RFP.

6.3 The Parties undertake that they shall comply with all lock-in requirements set forth in the Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the close of the Project under and in accordance with the Agreement, in case the Applicant is selected and Project is awarded to the Consortium. However, in case the Consortium is not get selected for implementing the Project, the Agreement will stand terminated in case the Applicant is not selected or upon return of the Bid Security by the Authority to the Applicant, as the case may be.

## **9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name )

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of

THIRD PART

FOURTH PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as **resolution / power of attorney** in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

## POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son / daughter / wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for selection to work as a Lead Implementing Agency/ Support Agency or Audit Agency in Textiles and Apparel Sector proposed or being developed by the AEPC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the AEPC, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our application for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the AEPC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

For

.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....  
(Signature) (Name, Title and Address of the Attorney)

*Notes:*

*\_ The Applicant should submit for verification the extract of the charter documents and documents such as a board or **shareholders’ resolution/power of attorney** in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*\_ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*