

**NATIONAL JUTE MANUFACTURES CORPORATION LTD.**

(A Government of India Undertaking)

Chartered Bank Buildings, 2nd floor, 4, N. S. Road, Kolkata-700001

Fax-03322305103, Phone: 03322306434, E-mail: njmc\_corp@yahoo.co.in

Website: <http://www.njmc.gov.in>

## **Tender Form**

### **Tender Notice No. 21/2014-15**

**TENDER for packed production of jute bags in Kinnison, Khardah Jute Mills in West Bengal and RBHM Jute Mill in Katihar, Bihar, on job contract basis.**

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**Tender Notice No. 21/2014-15**

**Date: 17.09.2014**

TENDER for packed production of jute bags of 665 gms (six hundred sixty five) sacking (B-Twill conforming to BIS Standard IS 126560) in Kinnison, Khardah - Units, in West Bengal & RBHM unit Katihar on job contract basis.

Sealed tenders on behalf of National Jute Manufactures Corporation Limited (“NJMC”), are invited under Two Bid System i.e. Technical Bid and Financial Bid from experienced and registered job contractors/agencies for Kinnison, Khardah - Units, in West Bengal & RBHM unit Katihar., for an initial period of two year from the date of award of contract with the provision for extension for one year at the sole discretion of NJMC Management.

Quotations for rate per MT of production of B- Twill Bags in the aforesaid units of NJMC may be submitted in separate sealed envelopes duly subscribed ‘Technical’ & ‘Financial’ Bids and both the sealed bids may be sealed in another single envelope superscribing the tender number, title of the tender and the name of the Unit concerned.

The tender is to be dropped in the Tender Box placed at the office of NJMC located at Chartered Bank Buildings, 2nd Floor, 4, Netaji Subhas Road, Kolkata-700001 on or before 08.10.2014 by 2.00 pm, which will be opened on 08.10.2014 at 3.00 p.m. and the financial bids of only the bidders who meet the Technical Criteria will be opened on 13.10.2014 at 11.00 AM in the presence of the bidders or their authorised representatives who may wish to remain present.

The prescribed format including terms of reference and scope of work is available from the office of NJMC at a cost of Rs.1000/- (Rupees One Thousand only) (non-refundable) for each of the Kinnison, Khardah Units &

RBHM unit or may be downloaded from the website <http://www.njmc.gov.in>. In case of downloaded tender form, an amount of Rs.1000/- (Rupees One Thousand only) for each Unit in DD payable at Kolkata in favour of National Jute Manufactures Corporation Ltd. must be submitted towards the cost of the tender forms. Tender must be submitted alongwith downloading charge of 1000/- and earnest money of Rs. 2,00,000/- (Rupees two lakhs) for each Unit by Demand Draft drawn in favour of National Jute Manufactures Corporation Ltd payable at Kolkata. NJMC reserves the right to accept/reject any offer without assigning any reason whatsoever.

## 1. **INTRODUCTION**

1.1. National Jute Manufacturers Corporation Limited (“NJMC”) was incorporated under the Indian Companies Act, 1956 with an objective to take over six jute mills, the management of which was earlier taken over by the Government of India under the Industries (Development and Regulation) Act, 1951. NJMC is currently engaged in manufacturing of jute goods in its following three units:

- 1.1.1 Kinnison Jute Mills, Titagarh, W.B
- 1.1.2 Khardah Jute Mills, Khardah, W. B.
- 1.1.3 RBHM Jute Mills, Katihar, Bihar

## 2. **SCOPE OF JOB**

2.1. Proposals are invited from bidders on the basis of per ton of packed production to achieve minimum target production of 25 (twenty five) MT per day jute bags of (665) gms sacking (B-Twill conforming to BIS Standard IS 126560) in each unit of NJMC. Production stabilisation period will be allowed in the following manner:

2.1.1 For the first three (3) months for Kinnison & RBHM units minimum average production of 20 (twenty) M.T. per day and 17 (seventeen) M.T. respectively must be achieved in each of the two units.

2.1.2. For Khardah unit, for 1<sup>st</sup> three months minimum average production of 22 (twenty two) M.T. per day must be achieved.

2.2. The scope of job encompasses the entire process commencing from unloading of raw jute bales, issue, selection, batching, carding, drawing, spinning, winding, beaming, weaving, finishing, sack sewing, branding, baling, storage of bales to finished product godown, inspection, bale loading in trucks, SQC and machine maintenance including workshop, DG sets, electrical and powerhouse, canteen, ambulance, sanitation, water supply & water pumps, maintenance of fire-fighting systems, sweepers etc. (except security). The contractor shall be responsible for ensuring the requisite productivity and to achieve average minimum production of 25 MT per day after initial three months as mentioned in clause 2.1.1 and 2.2, calculated over a period of one month. The contractor shall also be responsible to ensure proper maintenance, cleaning of factory premises by their own staff and upkeep of mill premises. The entire scope of job required to be undertaken by the contractor shall be referred to as scope of Job. As elaborated in Schedule 'A'.

2.3. The responsibility of the NJMC would include the following:

2.3.1 Supply of raw jute as required for production of B-Twill bags.

2.3.2. Procurement of JBO on behalf of the contractor, as and when required, on recoverable landed cost basis.

2.3.3 The Company shall appoint the CEO & such other personnel as may deem fit from time to time.

2.3.4 Undertaking major repair/overhaul of the machinery (as per Schedule- B).

2.3.5 Providing the following:

(a) All machineries and associated equipment on '**as is where is**' basis.

(b) Water and electricity connections from respective service providers.

(c) Security within mill premises.

2.4. Rate to be quoted on the basis of per ton production of finished goods i.e. B-Twill bags of 665 gms per bag (Sacking) for each unit of NJMC as above.

### **3. BIDDING TERMS**

#### **3.1. Conditions under which the Tender is issued**

3.1.1 All information contained in this tender and all annexures, appendices, schedules, forms thereof (the “Tender”), or any information subsequently provided, by or on behalf of NJMC does not constitute nor should be interpreted as an offer.

3.1.2 NJMC makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender. Each interested party (“Bidder”) must conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information and obtain independent advice in relation to the same from appropriate sources if, felt necessary.

3.1.3 NJMC reserves the right to withdraw/cancel the Tender, or modify any terms or conditions, without assigning any reason.

3.1.4 Bidders who are found to canvass, influence or attempt to influence in any manner the qualifying or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

3.1.5 The Bidders shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, visits to mill premises, expenses associated with any demonstration or presentations which may be required by NJMC or any other cost incurred in connection with or relating to its bid. All such costs and expenses to be borne by the Bidder and NJMC shall not be liable in any way whatsoever for the same or for any other cost or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

3.1.6 Each Bidder agrees, understands and accepts that the information contained in this Tender document is subject to change. Further, under no circumstances, may it be assumed that there shall be no deviation or change in any of the information mentioned herein. NJMC at its own discretion, without

any obligation to do so, may update, amend or supplement any information contained in this Tender document, including the evaluation methodology, at any time prior to the submission of the bids and would be notified through its web-site.

3.1.7 NJMC is not bound to accept any or all the proposals and reserves the right to reject any or all the proposals without assigning any reason. NJMC further reserves the right to negotiate with any or all of the qualified Bidders in relation to their offers in accordance with relevant guidelines/order of the Govt. No party shall have any cause of action or claim against NJMC or its officers, employees, consultants, agents, successors or assignees for rejection of its offer.

3.1.8 All proposals, including any and all supporting documents submitted therewith, pursuant to the Tender, once submitted, shall become the property of NJMC. For abundant caution it is hereby expressly clarified that NJMC and/or its employees, officers, consultants, advisers or other representative may make such copies of the applications if they, in their sole discretion, may require.

### 3.2. General Terms of Bidding

3.2.1 No Bidder shall submit more than one bid for the Job. A Bidder applying individually or as a member of a joint venture / consortium shall not be allowed to submit another application either individually or as a member of any other joint venture/ consortium, as the case may be.

Separate bids may be submitted for each of the three mills.

3.2.2 Any condition or qualification or any other stipulation contained in the bid shall render the Bid liable to rejection as a non-responsive bid.

3.2.3 It shall be deemed that by submitting the bid, the Bidder has:

(a) Made a complete and careful examination of the Tender document.

(b) Received all relevant information requested from NJMC, visited mills & assessed the facilities required for production as mentioned in the scope of job & also get acquainted with the prevailing industrial environment.

(c) Satisfied itself about all matters, things and information necessary and required for submitting an informed bid, execution of the Job in accordance with the Tender documents and performance of all of its obligations thereunder.

(d) Acknowledged that it does not have a Conflict of Interest; and a Bidder shall be deemed to have a Conflict of Interest, if a Bidder or a member (including its personnel):

Has a business or family relationship with an employee of NJMC Ltd.

(e) Agreed to be bound by the undertakings provided by it under and in terms hereof.

### 3.3. Qualification Criteria

3.3.1 The criteria for qualification are as follows:

#### A. Technical

(a) The Bidder should have at least one (1) year of experience of providing skilled and semi-skilled manpower for undertaking production activities in jute mills or other manufacturing units. Bidders having experience in the jute industry will be given preference and / or.

Any proprietor, partner or a company who is running a jute mill through any mechanism and is supplying B-Twill as per PCO issued by Jute Commissioner will also be considered.

(b) The Bidder shall have a valid license/ registration under the relevant labour laws, including Contract Labour (Regulation and Abolition) Act, 1970 (“CLRA Act”); Employees’ Provident Fund and Miscellaneous Provisions Act, 1952 (“PF Act”) and Employees’ State Insurance Act, 1948 (“ESI Act”) & under other Acts / statute applicable for this contract.

(c) Registration with Income Tax department (evidenced by PAN or TAN card) and Service Tax department (evidenced by registration certificate).

(d) Registration with VAT Authority for bidders who intend to bid for store supply.

#### B. Commercial

- a) Turnover of Rs. 1 (One) crore per annum for unit – RBHM, Katihar as reflected in the audited balance sheet in any of the last three Financial years ending on 31st March 2014.
- b) Turnover of Rs 1.25 ( One Crore twenty five lacs) Crores per annum for Unit-Khardah as reflected in the audited balance sheet in any of the last three Financial years ending on 31<sup>st</sup> March 2014.
- c) Turnover of Rs 1.25 ( One Crore twenty five lacs) Crores per annum for Unit-Kinnison as reflected in the audited balance sheet in any of the last three Financial years ending on 31<sup>st</sup> March 2014.

### C. Others

(a) The Bidders who have been blacklisted or debarred either by the Government or any Public Sector Undertaking will not be eligible for bidding. Concealing of such facts shall result in ipso-facto termination of the services of the Bidder, without notice, at any stage during the currency of the Contract, if executed. The Bidder including any member shall give a declaration with details of on-going process of blacklisting, if there is any, under any contract with any authority.

(b) A Bidder including any member should, in the last one (1) year, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or member.

(c) The Bidder shall not have a Conflict of Interest; and

(d) In case of a joint Bid, the combined turnover of the members of the joint venture must meet the minimum qualification criteria specified under para B



herein above. Further, the Lead member of the consortium would have to satisfy the criteria specified under sub-para (a) and (b) of Para A herein above. In relation to the other technical qualifications, all the members are required to satisfy the same. The overall responsibility of contract management shall be of that Lead member/partner of the consortium.

### 3.4. Clarification

3.4.1 The Bidders may seek clarifications in respect of the information contained herein as well as required for fulfilling the contractual obligation. Such requests for clarifications must be sent in writing/e-mail to the following address:

Shri. K. Talukdar, Chief Technical Officer

National Jute Manufactures Corporation Limited

Chattered Bank Buildings (2<sup>nd</sup> floor), 4, Netaji Subhas Road, Kolkata- 700 001

E-mail: krishanutalukdar@yahoo.com

Such requests for clarifications, if any, should reach NJMC at least seven (7) days before the Due Date of submission. NJMC shall issue written interpretations and/or clarifications as it may deem fit by e-mail or fax or by post to all the Bidders. All such clarifications by NJMC shall form part of the Tender document. Any verbal clarifications or information given by NJMC or its consultants or employees shall not in any manner be binding on NJMC.

3.4.2 A pre-bid meeting will be organised, at NJMC's corporate office on 24.09.2014 at 3 PM in Kolkata or any other place designated by NJMC. Any clarification issued by NJMC pursuant to the said meeting shall be binding on all Bidders.

3.4.3 NJMC may also on its own motion, if deemed necessary, issue interpretations and clarifications. All clarifications and interpretations issued by NJMC shall be deemed to be part of the Tender document.

### 3.5. Preparation / Submission of Bid

3.5.1 All bids shall be prepared and submitted in two parts, i.e. “Technical Bid” and “Financial Bid” (collectively, “Bid”).

3.5.2 The Technical Bid must be filled in the form of the format set out in Schedule I and must enclose the following:

(a) The undertaking provided at Annexure I.

(b) Original/ attested copies of completion certificate from clients for whom work was carried out by the Bidder.

(c) Certificate(s) from its statutory auditors specifying the turnover for the last one (1) financial year meeting the specified requirement (3.5 crores ) out of the last 3 (three) Financial Years ending 31<sup>st</sup> March, 2014.

(d) A solvency certificate in the format attached at Schedule III.

(e) Power of attorney in the format attached at Schedule IV, wherever applicable.

(f) Certificate of registrations under applicable statutes, namely CLRA Act, PF Act, ESI Act, Income tax Act, 1961 and Service Tax Rules, 1994 and VAT Registration.

(g) Constitutional documents of the Bidder/ each of the Joint Venture Consortium Members.

(h) Demand draft of Rs.2,00,000/- (Rupees two lakhs) towards EMD and downloading charges or tender document cost of Rs 1,000/- for each unit from any of the scheduled banks drawn in favour of National Jute Manufactures Corporation Limited payable at Kolkata. DD should be valid for a minimum period of 90 (Ninety) days from the last date for submission of the tender.

3.5.3 The Financial Bid must be filled in the form set out in Schedule II and must conform to the following requirements:

(a) Prices quoted in the Financial Bid should conform to the format provided therein. Prices quoted in the Bid shall be firm and binding for the agreed term of the Contract.

(b) The price shall be quoted both in words and figures, clearly and legibly. In case of any discrepancy in the amounts mentioned in words and figures, the amount in words shall prevail. No overwriting shall be allowed. All scoring and cancellations should be countersigned by the Bidder. In case of illegibility, the interpretation of NJMC shall be final. All entries shall be in English language only.

(c) The Financial Bid must be a comprehensive package which should include all price information and should be inclusive of all taxes and statutory liabilities, exclusive of Service Tax.

3.5.4 The Bid and all related correspondence and documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid 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. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

3.5.5 The Bidder shall provide all the information sought under this Tender document and in the format provided herein. NJMC 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 for rejection.

3.5.6 Each of the Technical Bid and Financial Bid for each Unit shall be prepared and submitted with one original and one copy of the original. The Bidder shall also provide 2 (two) soft copies on Compact Disc (CD). In the event of a discrepancy between the original and copy of the Bid, the original shall govern.

3.5.7 The original copy of the Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. The Bid shall contain page numbers and properly bound.

3.5.8. Each of the Technical and Financial Bids shall be clearly superscribed as Original and copy for each unit respectively.

3.5.9. Each of the Technical and Financial Bids shall be submitted in separate sealed envelopes.

3.5.10. The entire Bid (comprising of the Technical and Financial) must be placed in a strong envelope duly sealed and superscribed “Private and Confidential – Tender for Appointment of Job Contractors” at the following address, marked to the attention of the under-mentioned person:

The Chairman cum Managing Director,

National Jute Manufactures Corporation Limited

Chartered Bank Buildings, 2nd floor,

4 Netaji Subhash Road, Kolkata 700001

3.5.11. The Bidder has the option of sending the Bid by courier or registered post or submitting the Bid in person and shall ensure that the Bid reaches NJMC at the mailing address indicated above no later than 2.00 p.m. on the Bid Submission Date. On submission of the Bid, the Bidder will be provided with a receipt marked “Contents Not Verified.” Bid submitted by facsimile or e-mail shall be summarily rejected.

3.5.12. If the envelopes are not properly sealed and marked as instructed above, the bid will be liable to be treated as nonresponsive & liable for rejection.

### 3.6. Modifications/ substitution/ withdrawal of Bids

3.6.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by NJMC prior to last date & time of bid submission. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due time & Date.

3.6.2 The modifications, substitutions or withdrawal notice shall be prepared, sealed, marked, and delivered in the manner of submission of the original Bid, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

3.6.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date will not be entertained.

### 3.7. Bid Due Date

3.7.1 Bid and enclosures of Bid should be submitted before 2.00 p.m. on 08.10.2014 (Due Date) at the address provided herein above in the manner and form as detailed therein.

3.7.2 NJMC Ltd. may, in its sole discretion, extend the Bid Due Date by issuing an addendum.

3.7.3 Bids received by NJMC Ltd. after the specified time i.e. 2.00 p.m. on the Due Date / on the extended Due Date shall not be eligible for consideration and shall be summarily rejected.

### 3.8. Verification and Disqualification

3.8.1 NJMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender and the Bidder shall, whenever so required by NJMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NJMC shall not relieve the Bidder of his liability in making the statements, or sharing information of submitting documents of its obligations or liabilities hereunder nor will it affect any rights of NJMC thereunder.

3.8.2 If the Bidder submits any incorrect or false or misleading information in its Bid, or does not provide, within the time specified by NJMC, the supplemental information sought by it for evaluation of the Bid, NJMC will reserve the right to reject such Bid. If at any time (irrespective of whether the Contract has been awarded), it is found that the documents, information,

averments and/or data submitted in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false or misleading to the extent that had the correct or true information been made available to NJMC at the time of evaluation, the Bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the Contract awarded based on such incorrect or false or misleading information shall be cancelled and the performance bank guarantee deposited shall be forfeited by NJMC towards its cost, loss and damage.

3.8.3 Notwithstanding anything contained herein, NJMC reserves the right to accept or reject any Bid and to reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that NJMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

### 3.9. Correspondence with the Bidder

Save and except as provided herein, NJMC shall not entertain any correspondence from / with any Bidder in relation to the acceptance or rejection of any Bid during the entire bidding process.

## 4. **EVALUATION OF BIDS**

### 4.1. Opening and Evaluation of Bids

4.1.1 Prior to evaluation of Bids, NJMC shall determine whether each Bid is responsive to the requirements of this Tender document. A Bid shall be considered responsive only if:

- (a) it is received as per the format specified herein.
- (b) it is received by the Bid Due Time & Date including any extension thereof.
- (c) it is signed, sealed, bound strongly and marked as stipulated herein.
- (d) it is accompanied by the earnest money deposit and also tender document cost / downloading charges.
- (e) it is accompanied by the Power(s) of Attorney if warranted.
- (f) it contains all the information (complete in all respects) as requested

herein.

- (g) it does not contain any condition or qualification.
- (h) it is not non-responsive in terms hereof.

4.1.2 After the preliminary evaluation, the Bids shall be evaluated in two parts. The Technical Bid will be opened and evaluated first. If the offer is technically acceptable (passes the qualifying criteria) and conforms to other non-commercial requirement, to the satisfaction of NJMC, then the Financial Bid will be opened and evaluated.

4.1.3 NJMC shall open the Technical Bids at 3.00 p.m. on the Due Date, at the address specified herein above and in the presence of the Bidders who chose to attend. The Financial Bids shall be opened on 13.10.2014 at 11.00 AM in the presence of the bidders or their authorised representative(s) who wish to remain present.

#### 4.2. Selection of Contractor

4.2.1 The Bidder who satisfies the terms and conditions set out in this Tender and other parameters as may be decided by NJMC, and who quotes lowest all inclusive rate per MT but exclusive of service tax, shall be declared as the successful Bidder.

4.2.2 In the event that two or more Bidders quote the same Bid price (the “Tie Bidders”), NJMC shall ask only the price of all such bidders to quote again with a condition that required rates should in no case exceed or equal the original ones.

### **5. TERMS AND CONDITIONS**

#### 5.1. General

5.1.1 The successful bidder (“Contractor”) will have to execute an Agreement (“Contract”), after remitting the performance security deposit, on a Non Judicial Stamp Paper collected in his own name ( or in the name of his company )at his own expenses.

5.1.2 The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this Contract to any other agency without the prior written consent of NJMC.

## 5.2. Validity of Contract

5.2.1 The period of Contract will be initially for a period of two (2) years from the date of award of the contract.

5.2.2 The Contract may be extended, on the same terms and conditions or on such terms & condition as may be mutually agreed upon by both the parties for a further period not exceeding the original term.

## 5.3. Security Deposit

5.3.1. One(1)% of the total contract value is Security Deposit, recoverable from each periodical bill at the same rate of 1% of the billed amount. The security deposit will not bear any interest.

5.3.2 The Security deposit of the Contractor shall be refunded on successful completion of the contract period after deducting recoveries, if any, due to the loss arising out of poor quality of work, incomplete work and / or any violation of any terms and conditions of the Contract as stipulated in the bid document. Refund of Security Deposit is subject to full and final settlement of the final payment for the job contracted / executed under the Contract.

## 5.4. Job contract

5.4.1 The Contractor shall be responsible for ensuring the requisite productivity and to achieve target production.

5.4.2 The persons deployed by the Contractor should not have any Police records/criminal cases against them. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph. The Contractor will also ensure that the personnel deployed



are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw such personnel who are not found suitable by this office for any reasons immediately on receipt of such a request.

5.4.3 NJMC may require the Contractor to dismiss or remove from the site of work any person or persons deployed by the Contractor who may be incompetent or for his/her/their misconduct and the Contractor shall forthwith comply with such requirements. The Contractor shall replace immediately any of its personnel if they are unacceptable to NJMC because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from NJMC.

5.4.4 The Contractor shall provide identity cards to the personnel deployed in the units carrying the photograph of the personnel and personal information as to name, date of birth, age and Identification mark etc. These cards are to be constantly displayed & their loss reported immediately.

#### 5.5. Conduct / Misconduct of the Personnel

5.5.1 In case, the person deployed by the Contractor commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence and security risks, the Contractor will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by NJMC.

5.5.2 The Contractor shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, smoking etc. in the unit premises.

5.5.3 The Contractor's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.

## 5.6. Responsibility in relation to deployed manpower

5.6.1 The Contractor will be responsible for compliance at his own cost of all statutory provisions applicable to this contract as well as engagement of labour, including but not limited to Minimum Wages, Provident Fund, and Employees State Insurance, Bonus, STL & Festival leave etc. in respect of the persons deployed by it.

5.6.2 While deploying the manpower the relevant provisions of Child Labour (Prohibitions and Regulation) Act, 1956, shall be complied by the Contractor.

5.6.3 Provisions of Interstate Migrant workmen (Regulation of Employment and Conditions of service) Act (in case of engagement of employees from other states), Employees Compensation Act, Maternity Benefit Act (in case of engaging women workers), Industrial disputes act, Payment of Wages & Bonus act and Fatal Accidents Act shall be complied by the Contractor for the manpower deployed.

5.6.4 The Contractor shall maintain all statutory registers under the applicable law. The Contractor shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

5.6.5 The timely payment of employers' and employees' contribution toward EPF and ESI at scheduled rates will be the responsibility of the Contractor. The Contractor shall be responsible for the payment of wages and allowances of his deployed staff members as per Minimum Wages in force and all statutory dues to the persons engaged by. The Contractor shall be responsible for maintaining statutory records and registers under laws as applicable in Jute Mills. Certified copies of the filing of above reports, returns, paid challans/vouchers, have to be submitted to NJMC on monthly / periodical basis.

5.6.6 For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different labour legislations in respect of personnel deployed. Such personnel deployed by the Contractor shall not have claims of any master and servant relationship nor have any principal and agent relationship with or against NJMC.

5.6.7 The persons deployed by the Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of NJMC during the currency or after expiry of the Contract. However, NJMC would ensure availability of adequate urinals/latrines in the premises.

5.6.8 In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in NJMC. Contractor should make it known to the personnel deployed by him.

5.6.9 NJMC will not be responsible to meet transportation, food, medical or any claims arising out of accidents during the course of employment and any other requirements in respect of the persons deployed by the Contractor.

5.6.10 The Contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to personnel deployed. NJMC shall, in no way, be responsible for settlement of such issues whatsoever. NJMC shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Contractor in the course of their performing the functions/duties, or for payment towards any compensation.

5.6.11 The Contractor shall be made liable to defend, indemnify and hold harmless NJMC from any liability or penalty which may be imposed by the Central, State or local authorities by reason of any violation by the Contractor of any labour laws, regulations and also from all claims, suits or proceedings that may be brought against NJMC arising under or incidental to or by reason of the work provided / assigned under the Contract, initiated by the employees of the Contractor, third party or by the regulatory authorities.

## 5.7 Payment

5.7.1 Payment to the Contractor shall be made on the basis of per metric tonne of sacking packed production. The payment to the Contractor will be made within 5 (five) days from the date of submission of fortnightly bill based on per mt of skg. Packed production, complete in all respects to CEO / COO of the mills.

5.7.2 The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Act, as amended from time to time and the relevant TDS certificate would be issued by NJMC from time to time.

5.7.3 All the payment shall be made only after the certification from the designated executive of NJMC regarding the quality of the produce.

5.7.4 Change in the contract rate.

The contract rate will be firm during the contract period except the change in the Minimum Wages Act, which takes place after signing the contract / agreement. The changes in Minimum Wages will be governed as per under mentioned formula.

$$\frac{\text{Rs B (-) Rs A}}{\text{Rs A}} \times \text{Rs 0.8 C}$$

Rs A is Minimum wages at the time of execution of contract.

Rs B is Escalation / De-escalation of min. wages after the contract execution.

Rs C is Rate/MT at the time of execution of contract.

## 5.8. Penalty

5.8.1 In the event the Contractor fails to achieve the minimum guaranteed production in a particular month , the Contractor would be required to pay to NJMC an amount of Rs.1,000 (Rupees one thousand) per M.T. as penalty for per MT of shortfall of production in accordance with the following formula :

Performance Shortfall Amount = [Minimum Production Commitment for the month (-) actual production during the month under review] x Rs. 1000/-

The above will be calculated on a monthly basis based on the actual number of working days.

5.8.2 If the targeted production as mentioned in tender cannot be achieved solely due to reasons attributable to NJMC Ltd, or due to industry wide IR problem then the penalty mentioned under clause 5.8.1, will be waived for the shortfall amount arising out of above, after receiving representation from contractor and verifying the authenticity of the same.

After three months of operation, the production target is fixed at 25 MT per day for Kinnison and Khardah and 22 MT per day for RBHM. In case of failure on part of NJMC to provide required facilities to attain enhanced target production, penalty will not be imposed for the non achievement of enhanced target production, after receiving representation from contractor and verifying the authenticity of the same.

5.8.3 Compensation for interruption of service rendered, cost of NJMC supplied materials while carrying out the work, or cost of materials not returned to the unit on completion of work or towards damage of other utility services while carrying out the work, or any claim against the Contractor for the payment arising out of or under the Contract will be deducted from the monthly bill or any other amount payable to it.

5.8.4 the Contractor on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If NJMC suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the Contractor, then the Contractor shall be liable to reimburse to NJMC for the same.

5.8.5 In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof NJMC is put to any loss / obligation, monetary or otherwise, NJMC will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

## 5.9. Termination

5.9.1 Either party shall be entitled to terminate the Contract, without assigning any reason, by providing a written notice of three (3) months.

5.9.2 The Contractor will be bound by the details furnished by it while submitting in the tender or at subsequent stage. In case, any of such documents furnished by the Contractor is found to be false at any stage, it would be deemed to be a breach of terms of Contract, making the Contractor liable for legal action besides termination of Contract.

5.9.3 In case of breach of any terms and conditions attached to the Contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by NJMC, besides termination of the Contract.

5.9.4 Upon the expiry or termination of the Contract, as mentioned above, the Contractor will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Contractor, it shall be the entire responsibility of the Contractor to pay and settle the same and NJMC would in no way be responsible for the same.

5.9.5. Upon termination of the contract by either party, the contractor shall handover all the plants machinery & other facilities / accessories, WIP required for production to NJMC in the same condition as these were handed over to the contractor at the time of beginning the operation / contract.

Noncompliance of above as well as shortfall in WIP, if any will entail NJMC to lodge claim and recover the loss from the contractor.

## 5.10. Arbitration

5.10.1 Any and all claims arising directly or indirectly from the relationship between the parties (such dispute, difference or claim hereafter referred to as “Dispute”) under this arrangement shall in the first instance be resolved amicably by representatives of the Contractor and NJMC.

5.10.2 In the event such Dispute is not resolved amicably by the representatives of both the parties, then such Dispute shall be resolved by way of arbitration, to be held in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration and the seat of arbitral proceedings shall be Kolkata, India. The decision of the arbitral tribunal and any award given by the arbitral tribunal shall be final and binding upon both the parties.

5.10.3 The arbitral tribunal shall be constituted comprising of three arbitrators, with each party appointing a nominee arbitrator and such nominee arbitrators appointing the third arbitrator within a period of 15 (fifteen) days of the appointment of the last of the arbitrator. Where such third arbitrator has not been selected on account of a difference of opinion amongst the arbitrators, the third arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

5.10.4 Notwithstanding the existence of any dispute or difference between the parties which is referred for resolution or, as the case may be to arbitration, the parties shall, during the pendency of the process of resolution or, as the case may be, arbitration, continue to act on matters under the Contract which are not the subject matter of the dispute or difference as if no such dispute or difference had arisen.

## **6. MISCELLANEOUS**

6.1. NJMC is in process of modernization /up gradation/renovation/adding production facilities by further increasing production capacity beyond enhanced targeted production ie, 25 MT each for Kinnison and Khardah and 22 MT for RBHM. This addition in production capacity will be by way of investing further capital. As such, the Contractor will pass on resultant monetary benefits to NJMC on mutually agreed terms.

6.2. The bidding process shall be governed by and construed in accordance with the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process .

6.3. NJMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

6.3.1 suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;

6.3.2 consult with any Bidder in order to receive clarification or further information;

6.3.3 retain any information and/ or evidence submitted to NJMC by, on behalf of and/ or in relation to any Bidder; and/ or

6.3.4 independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.4. It shall be deemed that by submitting the Bid, the Bidder agrees and releases NJMC its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.



## SCHEDULE I- TECHNICAL BID

Name of the interested Party(ies) / Member(s)

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1. Constitution (Tick, wherever applicable)
  - i. Public Limited Company
  - ii. Private Limited Company
  - iii. Partnership Firm
  - iv. Association of Persons
  - v. Others, if any (Please specify)
2. Details of Shareholding / Details of Partners/Directors etc.
3. Role / Interest of each Member in the Consortium (if applicable):
4. Details of business:
5. Date & Place of incorporation:
6. Date of commencement of business:
7. Full address including phone no. /fax no.:
  - i. Registered Office:
  - ii. Head Office:
8. Address for correspondence and Contact Person:
9. Give details of major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

SI. No.	Nature of Work	Details of Client	Amount of Contract	Duration of Contract
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Original/ attested copies of completion certificate from clients to be attached.

10. Constitutional documents of the applicant/each of the Joint Venture Members as the case may be.
11. Financial turnover for the last one (1) financial year.
12. Please attach a copy of the certificate of registration under the Employees' Provident Fund and Miscellaneous Provisions Act, 1952.
13. Please attach a copy of the certificate of registration under the Employees' State Insurance Act, 1948.
14. Please attach a copy of the certificate of registration under the Service Tax Rules, 1994.
15. Please attach a copy of the certificate of registration or allotment letter of PAN from income tax department.
16. Please attach a copy of the certificate of registration under CLRA Act & VAT.
17. Please provide your bank account details.
18. Undertaking that the Contractor is not being black listed by central/state Govt./PSUs.
19. Undertaking confirming the availability of adequate manpower of requisite qualification and experience for deployment.
20. The Solvency Certificate preferably in the format specified at Schedule III of the Tender document from scheduled Bank.
21. The Power of Attorney for signing of the Bid, in the format specified at Part A or Part B of Schedule IV, as the case may be.
22. Please provide details of all contingent liabilities that, if materialized, have or would reasonably be expected to have a material adverse effect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the company/firm, or other similar business combination or transaction.

23. EMD by the tenderer will be forfeited if:

- i) After opening the tender, the tenderer revokes his tender within the validity period or revises his earlier quoted price of his own.
- ii) The tenderer does not commence the work within 30 days after award of LOI (letter of intent) / contract.

24. Additional information, if any

(Attach separate sheet, if required)

Yours faithfully,

Authorised Signatory  
Signatory

For and on behalf of the (party/member)  
the consortium

Authorised

For and on behalf of

NOTE

Submission of all the documents mentioned above along with declaration is mandatory. Non-submission of any of the information above may attract rejection of the application.

Reference No. \_\_\_\_\_

Date :

1. Name of bidder Company/Firm/Agency:
2. Address (with Tele & Fax No.):
3. It is certified that wages & bonus to be paid shall not be less than the prescribed minimum rate of wages under the Minimum Wages Act, 1948, bonus under the Bonus Act, STL & Festival holidays as applicable as prevalent at the time of execution of the agreement. Any revision of minimum wages thereafter, to be compensated by NJMC Ltd. as per change in contract rate (5.7.4) based on the revision from time to time & revised from time to time and as notified by the appropriate authority. Further, I/we undertake to deposit all other statutory contributions, such as provident fund, employee state insurance from time to time, in accordance with the applicable law.
4. I/We hereby submit the quotation for job contract to provide rate per M.T. for packed production of minimum \_\_\_\_ (\_\_\_\_\_) M.T. per day jute bags of 665 (six hundred and sixty five) gms sacking (B-Twill) at its unit-  
Our all inclusive but excluding service tax quoted rate is Rs.....pmt.

Notes:

(a) The quoted rates and prices shall be inclusive of all taxes & duties excluding Service Tax.

Place:

Date:

Signatures of Bidder with stamp

**SCHEDULE III- SOLVENCY CERTIFICATE FROM THE SCHEDULED BANK**

This is to certify that to the best of our knowledge and information, M/s \_\_\_\_\_ (Name and address of the applicant/Contractor), a customer of our Bank is respectable and can be treated as good for any engagement up to a limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only overdraft facility available to M/s \_\_\_\_\_ (Name of applicant) are up to a limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

This Certificate is issued without any guarantee or responsibility on the Bank or any of its Officers.

Signature and Seal of the Bank.

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE-IV

### PART A

#### Power of Attorney for signing of Bid

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 bid for the “Job contract to provide rate per M.T. for achieving target production in \_\_\_\_\_ Jute Mill” Project proposed by the National Jute Manufacturers Corporation Limited (“NJMC Ltd”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information /responses to NJMC Ltd., representing us in all matters before NJMC Ltd., signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with NJMC Ltd. in all matters in connection with or relating to or arising out of my/our bid for the said project and/or upon award thereof to us and/or till the entering into of the Contract with NJMC Ltd.

AND I/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 my/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 my/our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me/us.

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

For.....

(Signature, name, designation and address)

Of person authorized by Board Resolution

(in case of Firm/Company)

/Partner in case of Partnership Firm

Witnesses:

1.

2.

Accepted

(Signature, name, designation and address of the Attorney)

SCHEDULE-IV

PART B

Power of Attorney for Lead Member of Consortium

Whereas National Jute Manufacturing Corporation Limited (“NJMC Ltd”) has invited bids from prequalified and short-listed parties for the “Job contract to provide rate per M.T. for achieving target production in \_\_\_\_\_ Jute Mill” .

Whereas, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Job in accordance with the terms and conditions of the Tender document and other connected documents in respect of the Job, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Job and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS I/We, \_\_\_\_\_ having our [registered] office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our [registered] office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our [registered] office at \_\_\_\_\_, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its [registered] office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to subdelegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Job, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are



necessary or required or incidental to the submission of its bid for the Works, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with NJMC Ltd., or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Works and/ or upon award thereof till the Contract is entered into with NJMC Ltd.

AND I/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/ Consortium.

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

For ..... (Signature, Name & Title)

For ..... (Signature, Name & Title)

For ..... (Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

1.

2.

Accepted

(Signature, name, designation and address of the Attorney)

## SCHEDULE-V

## **GUARANTEE BOND**

(To be used by approved Scheduled Banks)

In consideration of the NJMC Ltd (hereinafter called " the Government company ") having agreed to exempt... [hereinafter called" the said Contractor(s) "] from the demand, under the terms and conditions of an Agreement dated..... 'made between.....and .....for.....(hereinafter called "the said Agreement "), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for RS..... (Rupees..... only), we ,.....Bank Ltd.,(hereinafter referred to as " the Bank") do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government company by reason of any breach by the said Contractor(s) of any of the terms or condition contained in the said Agreement.

2. We,..... Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We..... Bank Ltd., further agree that the guarantee herein contained shall remain

in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ..... (Office/Department), Ministry of.....certifies that the

terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the.....,we shall be discharged from all liability under this guarantee thereafter.

4. We,.....Bank Ltd., further agree with the Government company that the Government shall

have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Contractor(s) from time-to-time or to postpone for any time or from time-to-time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the *Government* or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We..... Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....2014

For.....Bank Ltd.

## SCHEDULE A

### SCOPE OF JOB

The Scope of Job pursuant to this Contract encompasses the entire operations and processing commencing from:

- 1) Unloading of Raw Jute Bales from Trucks
- 2) Stacking of Raw Jute Bales in Godown
- 3) Issue of Raw Jute for Selection
- 4) Selection & blending of Jute Bales
- 5) Emulsion Preparation
- 6) Softening of Raw Jute through Softeners/Spreaders
- 7) Piling of Jute
- 8) Root cutting as per requirement
- 8) Carding process through Breaker Inter and Finisher Cards
- 9) Drawing process through 1<sup>st</sup>, 2<sup>nd</sup> & 3<sup>rd</sup> Drawing Machines
- 10) Spinning Yarn
- 11) Winding both Spool & Cop
- 12) Twisting (plying) of yarn as per requirement
- 13) Beaming of Yarn
- 14) Weaving of Cloth
- 15) Damping of Cloth
- 16) Calendering of Cloth
- 17) Sack Cutting
- 18) Hemming Sewing of bags
- 19) Hirackle Sewing of bags
- 20) Safety Sewing of bags (as may be required)
- 21) Branding of bags
- 22) Hand Sewing/bundling of bags
- 23) Bale packing
- 24) Inspection by DQA/SQC
- 25) Repacking inspected/bursting bales
- 26) Loading bales on out ward Trucks/Containers in the mill
- 27) All SQC activities including in process and final product check, inspection and controls

All Machines Equipments maintenance/manning and upkeep:-

- a) All Mill side machines
- b) All Factory side machines
- c) Staving, de-pinning, re-pinning, scouring of machines, lubrications of shafts machines and equipments.
- d) Workshop including black smithy, welding shop and heavy job squad
- e) Air compressors
- f) Power House substation, electricals
- g) DG Sets
- h) Water pumps and water supply
- i) Fire fighting system
- j) Sanitary, utilities and sweepers including cleaning of entire complex.
- k) Dispensary and ambulance (24 hours service)
- l) Canteen (A Shift – 8 to 10 am, 3 to 3.30 pm)  
(B Shift – 3 to 3.30 pm, 7 to 9 pm)  
(C Shift - 2.30 to 3.00 pm, 4 to 5.00 am)

All generated caddies, other wastes, scrap etc. will be segregated and stacked at specified places/bins.

All related jobs will be manned and maintained by the Contractor.

Staff, sub-staff, clerks etc. (except some NJMC Executives, Security) to be provided by the Contractor.

The Contractor shall be responsible for ensuring requisite productivity and to achieve average minimum production of 25 MT/day calculated over a period of 1 month, beyond initial period of three months. The Contractor shall also be responsible to ensure proper maintenance, cleaning of factory premises by their own personnel and upkeep of entire mill premises.

Raw jute issue will be in line with industry norms.

Jute loss has to be contained within 3.5% of packed production.

Power consumption to be contained within 500 units / mt of packed production. Consumption of jute and power beyond above limits will result in recovery of excess consumption at the procurement/billing rate, prevailing in the month of consumption.

NJMC shall be responsible for undertaking major repair / overhaul of the machinery (as shown in Schedule- B). With the routine / running maintenance being the obligation of the contractor at his cost.

Stock taking of raw jute, WIP, loose stock, packed stock, generated waste stock to be taken once in a quarter and the contractor to provide manpower for above exercise for reconciliation purposes.

Running Quality Inspection to be done by the Contractor and finally by DQA/any other agency nominated by the indenter. Payments will be finally governed on acceptance of goods by inspecting agency. Any rejection of goods in the inspection or at consignees end will be to the contractor's account.

The bidders are to quote their rates accordingly.

Schedule- B (Jobs to be done by NJMC)

## **Major Repairing / other works**

1. Overhauling of machines & equipments & shifting of machines / equipments.
2. Bale Press: Lifting of rams / columns / head / table for repair.
3. Press Pump: Change of Crank Shaft & valve boxes / plunger.
4. Transformer oil filtration / oil changing.
5. Rewinding of electric motors beyond 20 HP.
6. All electrical and mechanical jobs related to DG set except daily upkeep of the set.
7. Building maintenance.
8. AMCs of fork lifter / ACs / Computers.
9. Calibration of weighing scales / SQC equipments / Tools & Tackles.
10. All Trade Licenses, Fire License, Factory License, BIS Certificate & other related legal formalities to be arranged by NJMC.

## **Annexure I- Undertaking for the Bid**

Reference No. \_\_\_\_\_  
\_\_\_\_\_

Date

To

The Chairman cum Managing Director,  
National Jute Manufactures Corporation Limited (“NJMC Ltd.”),  
Chartered Bank Buildings, 2nd floor,  
4 Netaji Subhash Road,  
Kolkata-700001,  
njmc\_corp@yahoo.com,  
www.njmc.gov.in

Sub: UNDERTAKING FOR ENGAGEMENT OF JOB CONTRACTOR IN  
THE UNIT- .....OF NJMC

Dear Sir,

1. With reference to your Tender No. 21 dated 17.09.2014, I/we, having examined the Tender and understood its contents, hereby submit our Bid for the aforesaid job. The Bid is unconditional and unqualified.

2. I/We acknowledge that NJMC will be relying on the information provided in the Bid, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for undertaking production of minimum 25 (twenty five) M.T. per day jute bags of 665 (six hundred and sixty five) gms sacking (B-Twill) in unit .....



4. I/We shall make available to NJMC any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/We acknowledge the right of NJMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last one (1) year, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

7.1 I/We have examined and have no reservations to the bidding documents, including any addendum, issued by NJMC;

7.2 I/We do not have any conflict of interest;

8. I/We understand that you may cancel the bidding process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Contract, without incurring any liability to the Bidders.

9. I/We declare that we/any member of the joint venture are not a member of a/any other joint venture submitting Bids.

10. I/ We certify that in regard to matters other than security and integrity of the country, I/we/ any member of the consortium or any of our/their consortium member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Work or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, I/we/ any consortium or any of our/their consortium

member(s) have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12.I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of this Tender, I/we shall intimate NJMC of the same immediately.

13. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an agreement in accordance with the draft prepared by NJMC, containing the terms and conditions substantially in the form provided in the Tender. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

14. I/ We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by NJMC or in respect of any matter arising out of or relating to the bidding process including the award of Job.

15. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NJMC in connection with the selection of the Bidder, or in connection with the selection/ bidding process itself, in respect of the above mentioned Job and the terms and implementation thereof.

16. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender document, draft Contract, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the execution of the Job. Prices have been arrived independently without consultation, communication, agreement of understanding for the purpose of restricting competition with any competitor.

17. I/We agree to bear all costs incurred by me/us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

18. I/We agree and undertake to abide by all the terms and conditions of the Tender document.

19. I/We hereby submit our Technical Bid in the format provided at Schedule I and Financial Bid in the format provided at Schedule II for undertaking the aforesaid Work.

Yours faithfully,

Authorised Signatory  
Signatory

For and on behalf of the (party/member)  
the consortium

Authorised

For and on behalf of

## **FORCE MAJEURE**

17.1 NJMC or the Contractor, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that NJMC or the Contractor, as the case may be, is unable to render such performance by an event of Force Majeure (a “**Force Majeure**”).

17.2 In this Agreement, a Force Majeure event shall not be deemed to be such unless it satisfies all the following conditions:

- (a) Materially and adversely affects the performance of an obligation;
- (b) Are beyond the reasonable control of the affected Party;
- (c) Such Party could not have prevented or reasonably overcome the event with the exercise of Good Industry Practice or reasonable skill and care;
- (d) Do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder.

17.3 “Force Majeure” shall mean the following events and/or circumstances to the extent that they, and their consequences satisfy the requirements set forth in Clause 18.

- (a) War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
- (b) Riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- (c) Any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within India;

17.4 Procedure for Force Majeure

- (a) If a Party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure event, give notice of and describe in detail: (i) the Force Majeure event(s) that has occurred; (ii) the obligation(s) affected as described in Clause 18.2; (iii) the dates of commencement and estimated cessation of such event of Force Majeure and (iv) the manner in which the Force Majeure event(s) affect the Party's obligation(s) under this Agreement. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.
  
- (b) The affected Party shall have the right to suspend the performance of the obligation(s) affected as described in Clause 18, upon delivery of the notice of the occurrence of a Force Majeure event in accordance with sub clause (a) above.

#### 17.5 Mitigation

The Party claiming to be affected by an event of Force Majeure shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure.

#### 17.6 Termination Due to Force Majeure

- (a) If Force Majeure event continues for more than 90 days either Party shall have the right to terminate this Agreement by giving a notice of termination in respect thereof.
  
- (a) Parties may continue on mutually agreed revised terms to this Agreement subject to such revision being applicable exclusively and solely to the specific aspect of the relevant Project so affected by the Force Majeure Event.

### **18. GOVERNING LAW AND DISPUTE SETTLEMENT**

As per clause 5.10 (Arbitration).