

**NATIONAL JUTE MANUFACTURES CORPORATION LIMITED**  
**(A Government of India Undertaking)**  
**Chartered Bank Buildings, 2nd floor, 4, N. S. Road, Kolkata-700001**  
**E-mail: njmcltd@gmail.com**  
**Website: www.njmc.org.in**

**Expression Of Interest (EOI)**

**EOI No: 01/2022-23**

**Expression of Interest is invited for Engagement of Agency for repairing/replacement of  
False ceiling at Corporate Office under NJMC Ltd.**

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(A Government of India Undertaking)  
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Website: www.njmc.org.in

**Tender Notice No.: 01/2022-23**

**Date: 25.08.2022**

**Engagement of Agency for repairing/replacement of false ceiling at Corporate Office under NJMC Ltd.**

EOI is invited for **repairing/replacement of false ceiling at Corporate Office under NJMC Ltd.** with the following scope of work. The EOI must be submitted in the prescribed format addressed to Chief Operating Officer & Dy. General Manager, National Jute Manufactures Corporation Ltd, 4, N S Road, 2<sup>nd</sup> Floor, Kolkata 700001 writing the EOI number and date on the envelope at the above address latest **by 15.09.2022 within 2 P.M and the submitted Bids shall be opened on 15.09.2022 at 3.00pm the interested Bidders are requested to be present at the Corporate Office of NJMC Ltd. during the Bid opening process .**

**Pre-bid meeting will be on 02.09.2022 at 3:00 PM at National Jute Manufactures Corporation Ltd, 4, N S Road, 2<sup>nd</sup> Floor, Kolkata 700001.**

**Chief Operating Officer  
& Dy. General Manager**

## **I. SCOPE OF WORK**

- a) Submission of the tender implies that these conditions of tender have been read by the bidders and is aware of the scope of the work/supply and the quality of the material to be supplied. The final acceptance of the tender rests with the NJMC Ltd who reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- b) Bidders should clearly understand the scope of work clearly which are as follows:-
- i. The work includes supply and execution of all items.
  - ii. It's the vendor's responsibility to carry out defined work in neat and clean manner and do reconditioning wherever wood cutting /concrete cutting with his resources of any stage on any ground what so ever it is.

### **Bill of Material**

| Sl. No | Description of Work   | Unit | Quantity |
|--------|---|------|----------|
| 1      | Supplying, fitting, fixing of suspended Gypsum board false ceiling including aluminium perimeter or wall angle (having two flange 20 mm x 30 mm). The perimeter or a wall angle shall be fixed with the wall by steel screw with a distance 300 mm c/c along with flat 75 mm section of 2 mm th. at 450 mm c/c spacing and inter 25 mm flat 2 mm th with spacing of 1200mm c/c in the direction perpendicular to each other and junction of section and inter shall be connected with the help of connecting clip. The structure of section and inter shall be suspended with aluminium hanger with sufficient load carrying capacity from the ceiling by cleat and fastener. 12.5 mm th. Gypsum board are to be fixed under ceiling section as mention above by machine screw. The boards are to be jointed and finish with jointing compound, paper tape and applying two coat primer etc.including cutting of board for lighting arrangement as per direction of Engineer-in-charge. | Sqm. | 93       |
| 2.     | Removing of existing false ceiling including cleaning of site.  | Sqm. | 93       |

## **II. INSTRUCTION TO THE BIDDERS**

The bid shall be submitted in accordance with these instructions and any bid not confirming the instructions as under is liable to be rejected. These instructions shall form the part of the tender and contract.

The firms fulfilling the following criteria may BID ONLINE FOR THE WORK "False ceiling & Roof repairing"

1. The tender shall be finalized in two separate events with technical bid and financial bid. The financial bid shall be opened of only those bidders who are technically qualified.
2. Following documents are to be submitted with Technical Bid –
  - a. A self-declaration certificate on bidder's letter head stating Bidder/ Supplier/ Organization/ Proprietor/ ANY of the Director(s) are not banned or suspended or black listed by any Government / Public Sector Undertaking / Corporate organization or convicted in any Court of Law across India or declared Bankrupt or insolvent.
  - b. A certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the last three financial years (2018-21).

- c. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Government Organization / PSU / Public/ Private Company. Copies of contracts / work orders not earlier than 31/05/2022 and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
- d. Self-certified copies of PAN Card, GST registration, Udyog Aadhar (*if any*), Start- up Recognition Certificate (*if any*).
- e. List of quoted make and model of each of the item mentioned in Bill of Material under Scope of Work.
- f. Declaration on bidder's letter head mention Name, Contact Person, Contact Details and acceptance to all clauses mentioned under "Scope of Work", "Special Terms & Conditions", "Service Level Agreement" and "Payment Terms" mentioned in the Bid document.
3. The material shall be in compliance with the "Scope of Work" of the tender and shall be the best quality and high standards. The bidder should enclose make of the quoted products with supporting mentioned under "Bill of Material" in "Scope of Work".
  4. No extra payment shall be paid on account of any discrepancy in nomenclature of items.
  5. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any bidder stipulates any condition of his own, such conditional tender is liable to be rejected.
  6. NJMC Ltd., reserves the right to reject any tender/bid wholly or partly without assigning any reason.
  7. Those technically qualified bids will only be considered for price evaluation (Financial bid). Price should not be quoted with technical bid; otherwise, the tender will be rejected without any correspondence. Decision of NJMC Ltd. on the eligibility for qualifying technical bids shall be final and no representation shall be considered in this regard.
  8. Commencement of work: The work must be started within 07(seven) days after the award of the BID.
  9. The supply should be delivered at our premises free of transport charges in the address given below and the vendor shall be responsible for dues arising out of loss or damage during the transit of goods.
  10. The vendor shall be responsible for any damage during the transit of goods.
  11. The Contractor shall be liable for and shall indemnify and keep indemnity NJMC Ltd. its directors, officers, employees from and against any and all claims demands proceedings, damages, losses, liabilities in whatever nature which are brought against or incurred or suffered by NJMC Ltd arising out or in connection of any breach of the Contractor .
  12. All the communication with respect to the tender shall be addressed to:  
Shri Iman Ali Mandal  
Chief Operating Officer & Dy. General Manager  
Contact No.: (033)2230-6434  
Email: njmcltd@gmail.com
  13. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Kolkata Court only.

### **III. TERMS & CONDITIONS**

- (1) NJMC Ltd. reserves the right to accept or reject any EOI or annul the EOI process and reject all tenders at any time prior to award of the work order without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever.
- (2) The bidder shall have to produce certificate from Income Tax Authority to avail of tax exemption otherwise income tax shall be deducted at source as per Income Tax Act 1961.
- (3) The agency will not assign any rights, obligation, and privileges arising out of the award of the work to any third party without previous approval of NJMC Ltd.
- (4) The vendor(s) are liable to be rejected if complete information/document as required is not given therein or if the particulars asked for the schedules to the tenders is not furnished. All the pages of the EOI document is to be signed along with official seal and submitted as token of acceptance of all the terms and conditions of the EOI.
- (5) The Authority reserves the right to relax any/all of the clauses.
- (6) Fees/Charges and other details are to be quoted as per the **Techno-financial bid in Annexure-A**.
- (7) The bidders should also submit their bank account details and a copy of canceled cheque of their organization along with the documents.
- (8) An EMD of Rs 25000/- in favor of NJMC Ltd is to be submitted along with the EOI.
- (9) The EMD of unsuccessful bidders shall be returned after full completion of EOI process.
- (10) The EMD of successful bidder shall be adjusted with security deposit to be submitted by successful bidder after awarding of work order from NJMC Ltd.
- (11) The bidder must also submit proof in support of experience of conducting similar activity in the past.
- (12) Agencies having MSME/NSIC registration will get "EMD exemption" as per applicable policy of Govt. of India, on production of photocopies of said registration certificate.

### **IV. SPECIAL TERMS & CONDITIONS**

#### **1. Security Deposit (SD)**

Security Deposit amount of 10% of the order value to be deposited by the successful Bidder in the form of Pay order/Demand Draft/Fixed Deposit/NEFT/Bank Guarantee in favour of The National Jute Manufactures Corporation Limited, payable at Kolkata only within 15 days after award of the Bid.

The Security Deposit paid by Pay Order/Demand Draft/Fixed Deposit/NEFT/Bank Guarantee shall bear no interest and shall be refunded through Bank transfer to successful bidder, only on successful Commissioning of the tendered item and All sums of compensation or other sums of money as determined, if any, payable by the bidder may be deducted from the Security Deposit.

#### **Security deposit is liable to forfeiture in the event of:**

- i. Non-execution of work after acceptance of work order.
- ii. Successful Bidder fails to execute the work as per the terms & condition of the contract.
- iii. Successful Bidder violates the tender conditions.
- iv. If the performance of the bidder is found to be unsatisfactory

#### **2. Award of Contract**

NJMC Ltd. shall place the Purchase order on the Composite Lowest Quoted Bidder and as such it would be in the interest of the bidders to quote their most competitive price. Negotiations, if held will be only with the lowest bidder.

#### **3. Contractor's basic responsibility:**

- a) The work will be examined from time to time by Corporation's Officers, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be observed at any stage of the work or after the same is completed.
- b) The Contractor shall provide everything necessary for proper execution of the works, according to the intent and meaning of the BOQ / General Arrangement Drawing (GAD) whichever will be provided..

- c) Contractor should arrange at his own cost Labour Hutment. NJMC Ltd. may not charge the Contractor for his own unrented Ground. The employer shall on no Account be responsible for the expenses incurred by the Contractor for hired ground or water obtained from elsewhere.
- d) Electricity will have to be arranged by the contractor; additionally the contractor shall have to make his own arrangement for providing points, wires lines, extension board, MCBs ,wherever it is required in the premises, in and out. The contractor shall arrange to install a Tested Meter & pay for the energy consumed by him. NJMC Ltd however, shall support at it's level best in this regard , for the sake of work.
- e) The contractor shall not directly or indirectly sublet the work to other party without written permission from the Corporation.
- f) The quantities mentioned in schedule are provisional and likely to increase / decrease to any extent or may be omitted thus may alter the aggregate value of the contract. However, no claim for loss or Profit of Contractor's business shall be entertained on this account.
- g) The sole responsibility lies with the contractor or the persons employed by his agency/firm against all losses and claims in respect of: (a) Death of or injury to any person, or (b) Loss or damage to any property (other than the Works) which may arise out of or in consequence of the Repair and Maintenance of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof. The contractor shall indemnify and keep indemnified the Corporation against all such damages and compensation and expenses whatsoever in respect thereof or in relation hereto.  
All safe practices shall be strictly adhered to by the workmen of the contractor like wearing helmets, safety belts / harness when working at heights, gloves when handling sharp objects and reinforcement, eye shields during welding, safety shoes, etc. The contractor shall protect sides of openings in floor slabs, edges of slabs, stairs, stairwells etc. with barricades, warning signs / lights and educate all his workmen regarding following safe working practices. He shall provide first aid boxes at site. The contractor shall be responsible for all first aid and he shall keep the site fully equipped to meet such emergency.
- h) The Contractor shall on signing the Work- Contract, may need to insure the Works & keep them sured until the Actual Completion of Contract, against Loss or Damage by Fire with a PSU Insurance Co., a certified copy of the Fire Insurance document shall be submitted to NJMC Ltd, at his own Cost. However, the right of waiver of the above Clause lies with NJMC Ltd.
- i) It is clearly implied that all the conditions of contracts are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the condition and unless such work shall have been ordered in writing from NJMC Ltd. end.
- j) The rates quoted shall include cleaning of entire site with all fixtures & equipments, leaving the site neat and tidy from time to time.
- k) The contractor is required to have on site during all working hours a competent supervisor who will be responsible for the conduct of worker and who shall have knowledge, experience & authority to receive and act on such instructions issued by the Officer of the NJMC Ltd.
- l) The contractor is not to stack any of his material recklessly so as to endanger the safety of the building and cause any nuisance to the occupants and the public. Reasonable skill, care & diligence are to be adhered by the Contractor at every stage.

#### **4. Completion of work**

The job as per scope of work shall have to be completed within 4 weeks from the date of acceptance of work order. Extension of completion time may be considered by NJMC Ltd on receipt of written request with valid reason/justification.

#### **5. Transit Risk Insurance**

Transit Risk Insurance shall be covered by the bidder from the successful bidder's stock point to **The Corporate Office under NJMC Ltd**. Any failure by the bidder to do so shall place the consignment at the bidder's risk.

### **V. SERVICE LEVEL AGREEMENT**

#### **Introduction**

The bidder means the firm or company with whom the order is placed and shall be deemed to include the bidder, successors, representatives, heirs, executors and administrators. Whenever there is a duplication of clause in the terms and conditions, the clause which is beneficial to NJMC Ltd. will be considered applicable at the time of any dispute.

## **Inspection of sites**

The contractor shall visit and examine the sites and satisfy as to the nature and correct dimensions of work and facilities for obtaining material and shall obtain generally his own information on all matters affecting the execution of work. No extra charge made in consequence of any misunderstanding or incorrect information on any of these points on the ground of insufficient description will be allowed. All expenses incurred by the contractors in connection with obtaining information for submitting this tender including his visit to site and efforts in compiling the tender shall be borne by the tenderer and no claims for reimbursement thereof shall be entertained.

## **Safety Regulations**

The contractor shall take all the necessary precautions while working and to safeguard adjacent property, Corporation's property, Corporation's employees, employees of contractor & general public.

## **Compliance to local laws**

The contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulations & Bye Laws of any prevalent authority. He shall also obtain all necessary permission / approval / NOC from other related competent authorities of related or for completion of the said work, if required under the existing rules.

## **Site cleaning**

All the rates quoted are inclusive of removal of rubbish / debris collected during the progress of work, rejected material and clearance of site before and after the work is completed. Not more than one truck load shall be stored that to for not more than 2 days. The contractor shall arrange to remove the same immediately. If the contractor is failing to do so Corporation shall remove the same and the expenses thus incurred shall be recovered from the contractor and no claim of any sort will be entertained

## **Dismissal of person (Labour person) from work**

Officers, NJMC Ltd. shall be at liberty to object or request the Contractor to remove forthwith any person from the Works for incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Officers, NJMC Ltd. to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Officers of NJMC Ltd. Any person so removed from the works shall be replaced as soon as possible.

## **Price Fluctuation**

The rates quoted by the contractor shall be firm throughout the currency of contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to variation in the cost of material or labour.

## **Rates of non-tendered or Non-Scheduled Items**

The successful Bidder is bound to carry out any item of work necessary for the completion of the job even though such items are not included in schedule of quantities.

If the altered/additional work required to be executed as per NJMC Ltd's requirements, for which there are no established rates in Schedule of Rates, the same shall be payable as per provisions stated hereunder –

a) In Case of Substitute Item(s) : As Per Scheduled Rates as approved.

b) Payment of Substitute in case of Non-Schedule items (Non BOQ items) : - Rate of Similar Scheduled Items , as per in practice CPWD\_DSR Or concerned State Schedule or nearby Rate –Analysis of the Item (as derived).

## **Abandonment of work**

If in any case, the work will be required to be abandoned, the contractor shall not be entitled for any claims and he will be paid as per the actual work done till that period.

## **Dispute of Work**

Decision of the Corporation shall be final and binding on any matter connected with the work. In the event that there is some dispute, the matter shall be decided after mutual discussions based on the terms and conditions of this contract. However, if the matter cannot be resolved then the same shall be referred to respected, qualified person in the field agreed to both the parties and his opinion shall be binding on both the parties. However, this is pre-course to any legal action in this regard.

## **Scope of Supply**

Scope of Supply for the tender shall be as mentioned in “Special Terms & Conditions”.

## **Reference for Documentation**

Purchase Order Number must appear on all correspondence, invoices, packing and on any documents or papers connected with the order.

## **Rejection of Bids**

The bid of any bidder may be rejected if a conflict of interest between the bidder and NJMC Ltd. is detected at any state. NJMC Ltd. reserves the right to accept any Bid in whole or in part and reject any or all tenders without assigning any reason. The decision of NJMC Ltd. in this connection will be final.

If at any point of time during the progress, it is observed that the contractor is not carrying out the work with due diligence, care and lagging much behind the Time- schedule or fails to gear up the work despite instructions from corporation’s Architects/engineer, the corporation reserves the right to terminate the contract with 7 days’ notice. In such case, the contractor shall be liable to pay the employer any extra cost involved for the completion of the said work and will not obstruct any way in completing the work through other agency. After completion of entire work the contractor shall be paid for the actual work executed by him at the quoted rates after deducting any claims, damages. In case of such termination the security deposit held by the Bank may be forfeited

## **Liquidated damages for delay in delivery / quality problems**

Successful bidder shall have to pay to the company by way of liquidated damages and not as penalty an amount equal to 0.5 % of the value of the materials so delayed for each week or part thereof such delay in delivery, subject to maximum of 10% of the total order value.

## **Delay due to Force Majeure**

In the event of causes of force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Bidder on receipt of application from the bidder within stipulated delivery period. Only those causes that depend on natural calamities, civil wars, national strikes and strikes /lockout at Bidder’s works which have duration of more than seven consecutive calendar days are considered the causes of Force Majeure. The bidder must advise NJMC Ltd by a registered letter duly certified by local chamber of commerce or statutory authorities, the beginning and end of cause of delay immediately, but in no case later than 10 days from the beginning and end of such cause of Force majeure condition as defined above.

NJMC Ltd. reserves the right to ask Bidder to suspend dispatches of goods/materials covered by this order for such period as they may think fit in the event of strikes, accidents or other causes beyond NJMC Ltd’s control.

## **Sub-Contracts**

The successful bidder shall not assign the Contract in whole or part without obtaining the prior written consent of NJMC Ltd. The bidder shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to NJMC Ltd. together with the assignee, for and in respect of the due performance of the contract and the bidder’s obligations there under.

## **Compliance of Rules , Regulations , Laws & Bye-Laws**

The contractor shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified NJMC Ltd against effect of non observance of any such laws. The contractor shall be liable to make payment to all its employees and make compliance with labour laws. If NJMC Ltd is held liable as “Principal Employer” to pay contributions etc. under legislation of Govt. decision in respect of the employees of the contractor then the contractor would reimburse the amount of such payments/ contribution etc. to NJMC Ltd and the same shall be deducted from the payments, security deposit etc. of the contractor.



## **Vendors Obligation**

The contractor shall ensure that no damage is caused to NJMC Ltd's property/or any decorative structure/fittings while carrying out the work. It is obligatory on the part of the contractor to rectify/make good such damages at their own cost. The contractor shall remove all unused material, wash and clean the floors at their own cost and hand over the site in proper manner on completion of the work.

The work executed should be got approved by NJMC Ltd and the vendor shall rectify any bad workmanship pointed out at any stage and remove from site all the rejected materials immediately.

## **Tools, Equipment and Machinery**

The Contractor must ensure that all tools & equipment provided for use during the Work is:

- a) suitable for its intended use;
- b) safe for use, maintained in a safe condition and where necessary inspected to ensure this remains the case (any inspection must be carried out by a competent person and records shall be available);
- c) Used only by people who have received adequate information, instruction and training to use the tool or equipment.
- d) Provided with Earth leakage circuit breaker (ELCBs) at all times when using electric power cords. Use of electrical tape for temporary repairs is prohibited.

## **Working at Height**

Any Work undertaken where there is a risk of fall and injury is considered to be working at height. For any Contractor Personnel working at height, Contractors shall provide fall prevention whenever possible and fall protection only when fall prevention is not practicable.

### **a. Scaffolding**

All scaffolds shall subject to a documented inspection by a competent person and clearly marked prior to use. The footings or anchorage for scaffolds shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement. All scaffolding materials should be of MS tubular type.

Guardrails and toe-boards shall be installed on all open sides and ends of scaffold platforms. Scaffolds shall be provided with an access ladder or equivalent safe access. Contractor Personnel shall not climb or work from scaffold handrails, mid-rails or brace members.

### **b. Stairways and Ladders**

Ladders should only be used for light duty, short-term work or access in line with the below and the Site Requirements.

- i) Fabricated ladders are prohibited.
- ii) Ladders will be secured to keep them from shifting, slipping.
- iii) Ladders will never be tied to facility services piping, conduits, or ventilation ducting.
- iv) Ladders will be lowered and securely stored at the end of each workday.
- v) Ladders shall be maintained free of oil, grease and other slipping hazards
- vi) Ladders will be visually inspected by a competent person and approved for use before being put into service. Each user shall inspect ladders visually before using.
- vii) Ladders with structural defects shall be tagged "Do Not Use," immediately taken out of service, and removed from the Site by the end of the day

## **Lockout Tag out ("LOTO")**

Prior to performing work on machines or equipment, the Contractor shall ensure that it is familiar with LOTO and Permit to Work procedures and that all of its affected Contractor Personnel receive the necessary training.

## **Barricades**

Stairwells, platforms and walkways and trenching where a person can fall any distance shall be

adequately barricaded and where necessary, well lit. Where there is a risk of injury from a fall then rigid barriers must be used.

Barricades must also be used to prevent personnel entering an area where risk of injury is high e.g., during overhead work activity or electrical testing etc. Such barricading must provide clear visual warning.

### **Compressed Gas Cylinders**

Gas cylinder (if required) shall be securely stored and transported, and identified and used in line with the local requirements. Hose lines shall be inspected and tested for leaks in line with local requirements. FlashBack arrestor to be used to prevent any explosion due to back fire.

### **Electrical Safety**

Prior to undertaking any work on live electrical equipment the Contractor must obtain a Permit to Work from Owner. Where ever possible live work should be avoided. Any control measures highlighted shall be implemented prior to work commencing.

The below measures will be taken:

- a) Work practices must protect against direct or indirect body contact by means of tools or materials and be suitable for work conditions and the exposed voltage level.
- b) Energized panels will be closed after normal working hours and whenever they are unattended. Temporary wiring will be de-energized when not in use.
- c) Only qualified electrical Contractor Personnel may enter substations and/or transformer and only after being specifically authorized by Owner.

### **Trenching, Excavating, Drilling and Concreting**

A Permit to Work must be obtained from Owner and safe means of access and egress shall be located in trench excavations. Daily inspections shall be conducted by a competent Contractor Personnel for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems or other hazardous conditions.

Physical barriers shall be placed around or over trenches and excavations. Flashing light barriers shall be provided at night.

### **Environmental Requirements**

#### **a. Waste Management**

The Contractor is responsible to remove any waste generated by the work being done on the Site. The Contractor must dispose of the waste in line with the relevant local legislative requirements. The waste disposal route shall be documented and made available for Owner to review at any time and may be subject to Owner's prior approval.

Wastes (includes rinse from washing of equipment, PPE, tools, etc) are not to be poured into sinks, drains, toilets, or storm sewers, or onto the ground. Solid or liquid wastes that are hazardous or regulated in any way are not to be disposed of in general site waste receptacles.

#### **b. Spills**

The Contractor is responsible for the provision of adequate spill kits/protection and the clean up and disposal costs arising from such spills.

#### **c. Emissions**

The Contractor shall identify and quantify any emission sources associated with the Works. The control measures associated with these emission shall be subject to the approval of Owner's Emissions include but are not limited to noise, dust, fumes, vapours.

### **Statutory Compliance**

The successful bidder should take coverage under the Workmen's Compensation Act for the workmen employed by them for the commissioning and erection of the items tendered in this

tender. The successful bidder should also ensure that all compliances under PF/ESI/Contract Labor Registration etc. as applicable are complied with

## **Termination**

Without prejudice to NJMC Ltd's right to price adjustment by way of discount or any other right or remedy available to NJMC Ltd., NJMC Ltd. may terminate the Contract of any part thereof by a written notice to the bidder if:

- i. The bidder fails to comply with any material term of the Contract.
- ii. The bidder informs NJMC Ltd. of its inability to deliver the item or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii. The bidder fails to deliver the item within the stipulated Delivery Period and/or to replace any rejected or defective item promptly.
- iv. The bidder becomes bankrupt or goes into liquidation.
- v. The bidder makes a general assignment for the benefit of creditors.
- vi. The bidder has misrepresented to NJMC Ltd., acting on which misrepresentation, NJMC Ltd. has placed the Purchase Order on the bidder.

Upon receipt of said termination notice, the bidder shall immediately stop supply. On termination of the contract, without prejudice to any other right or remedy available to NJMC Ltd under the contract, in the event of NJMC Ltd suffering any loss on account of delayed delivery or non-delivery, NJMC Ltd reserves the right to claim and recover damages from the bidder in respect thereof. The EMD / Security Deposit shall be forfeited, upon occurring of such event.

## **Arbitration**

In case of any dispute on difference arises between the parties concerned special endeavour has to be taken by the parties to settle the dispute amicably. Failing which, the matter should be referred to Arbitration before the sole Arbitrator to be appointed by CMD, NJMC Ltd.

**The place of Arbitration shall be in Kolkata and the proceedings of Arbitration would be as per the provision stated in the Arbitration (Amendment) Act, 2021 and the remuneration of the Arbitrator with other ancillary expense to be shared equally by the parties.**

## **Severability**

If any provision of this Service Agreement shall for any reason be held invalid, as illegal or unenforceable in any respect, such invalidity shall not affect any other provision thereof and this Service level Agreement shall be construed as if such invalid provision had never been contained herein. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the unenforceable provision.

## **VI. PAYMENT TERMS**

After Completion of the work, and after due inspection of the Completed work by NJMC Ltd., NJMC Ltd. shall issue a Completion Certificate to the vendor. It is only after the issuance of Completion Certificate, the vendor/contractor shall raise its complete bill, which will be released within next 15 working days from the date of submission of the complete bill. NJMC Ltd shall make payment of the bill through RTGS preferably within 15 days from the date of receipt of the bill.

**EOI Notification No. 1/2022-23****Techno – Financial Bid**

Please quote the following details and your all inclusive fees/charges as per scope of work of the tender:

## 1) Charges Applicable as per Scope of Work

| Sl. No | Description of Work   | Unit | Quantity | Rate | Amount |
|--------|---|------|----------|------|--------|
| 1      | Supplying, fitting, fixing of suspended Gypsum board false ceiling including aluminium perimeter or wall angle (having two flange 20 mm x 30 mm). The perimeter or a wall angle shall be fixed with the wall by steel screw with a distance 300 mm c/c along with flat 75 mm section of 2 mm th. at 450 mm c/c spacing and inter 25 mm flat 2 mm th with spacing of 1200mm c/c in the direction perpendicular to each other and junction of section and inter shall be connected with the help of connecting clip. The structure of section and inter shall be suspended with aluminium hanger with sufficient load carrying capacity from the ceiling by cleat and fastener. 12.5 mm th. Gypsum board are to be fixed under ceiling section as mention above by machine screw. The boards are to be jointed and finish with jointing compound, paper tape and applying two coat primer etc.including cutting of board for lighting arrangement as per direction of Engineer-in-charge. | Sqm. | 93       |      |        |
| 2.     | Removing of existing false ceiling including cleaning of site.  | Sqm. | 93       |      |        |
| 3.     | Other Charges (If any)  |      |          |      |        |

**Note :**

- GST or any other tax applicable or made applicable in respect of this contract shall be payable by contractor which will be reimbursed by NJMC Ltd.

Signature of the authorized person  
with Date & Stamp