

REQUEST FOR PROPOSAL FOR SELECTION OF
TRANSACTION ADVISOR

for Propounding a Revival Scheme for New Central Jute Mill (a company in Liquidation) and Selection of Operator for Implementing the Revival Scheme(2nd Call)

RFP NO.: 1489-PEIR-99/17/2025

Dated: 31.10.2025

Issued by: -
Joint Secretary,
Public Enterprises & Industrial Reconstruction
(PE&IR) Department,
Government of West Bengal
Shilpa Sadan, 2nd Floor,
4, Abanindranath Tagore Sarani,
Kolkata – 700 016

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5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Public Enterprises & Industrial Reconstruction, Govt. of West Bengal accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Public Enterprises & Industrial Reconstruction, Govt. of West Bengal reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended **RFP will be made available on the website of Public Enterprises & Industrial Reconstruction, Govt. of West Bengal, (www.peir.wb.gov.in)**

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Letter of Invitation

Public Enterprises & Industrial Reconstruction (PE&IR) Department,

Government of West Bengal

Shilpa Sadan,

4, Abanindranath Tagore Sarani, 2nd Floor,

Kolkata – 700 016

Ph. No: - 9874415011

E-Mail:- peir15112019@gmail.com

RFP NO.: 1299-PEIR-99/17/2025 DATE: 11.09.2025

Notice Inviting e-RFP

Request for proposal (RFP) is invited by the Public Enterprises & Industrial Reconstruction (PE&IR) Department, Government of West Bengal for selection of a Transaction Advisor (TA) to assist the department for propounding a revival scheme and selection of a operator to implement propounded revival scheme for NCJM in liquidation, in compliance of Hon'ble High Court order dated 12.03.2024 in CA 7 of 2019.

Table 1: Detail of the Scheme

Name of the Project	Tender Document Cost in INR	Earnest Money Deposition INR
Request For Proposal (RFP) for Selection of a Transaction Advisor For Propounding a Revival Scheme for New Central Jute Mill (a company in Liquidation) and Selection of Operator for Implementing the Revival Scheme.	Nil	Rs.1,25,000/- (One lakh twenty five thousand only)

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Section-I

1. Important Dates and Notification

REQUEST FOR PROPOSAL (RFP)		
SL. No.	Items	Description
1.	Name of the Inviting Entity	Public Enterprises & Industrial Reconstruction (PE&IR) Department, Government of West Bengal
2.	Release of RFP	uploaded in wb e-tender portal on 30/10/2025
3.	Pre-bid meeting	10/11/2025 at 12 Noon
4.	Last date of submission of RFP response	19/11/2025 at 01.00 PM
5.	Mode of Submission	Online-tender
6.	Opening of documents on familiarity with assignment	21/11/2025 at 4.43 PM Presentation 21/11/2025 at 5.15 PM
7.	Opening of Financial Bid	To be informed later.
8.	Declaration of short-listed firms	To be informed later.
9.	EMD Details	Deposit of Rs. 1,25,000.00 through payment gateway of wb e-tender.
10.	Name, Address and E-mail to be used for correspondence	Shri Kallol Panigrahi, Joint Secretary, PE&IR Department, Shilpa Sadan, 4, Abanindranath Tagore Sarani, 2nd Floor, Kolkata – 700 016
11.	Point of Contact, in case of any query / clarifications required	Phone: 9874415011 E-mail ID :peir15112019@gmail.com

Note:

1. Above mentioned dates are tentative .
2. Public Enterprises & Industrial Reconstruction (PE&IR) Department reserves the right to change dates without assigning any reasons thereof.
3. If a holiday is declared on the dates mentioned above, the proposals shall be received/ opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

Section-II

1. Background

- i. New Central Jute Mills Company Limited (NCJM), [CIN U17119WB1915PLC002651, a company duly incorporated under the provisions of the Companies Act, 1956 having its registered office at C 3/6, Gillander House, 8, Netaji Subhas Road, Kolkata-700001 and having two jute mills (namely Albion & Lothian) located in the same premises at Budge Budge, S-24 Parganas, became sick and the case for revival of the company was sent to the BIFR in 1987.
- ii. In 1989, BIFR ordered the closure of the Company for want of any revival proposal from its erstwhile management. Then the Government of West Bengal intervened and has invested around Rs. 89 crore (approx.) (as per last audited balance sheet 2012-13). in various form through WBIDC and WBIDFC to keep it operational.
- iii. As per last audited (balance sheet 2012-13), the shareholding of the Company is as follows:
 1. NCJM Workers' Cooperative Society (formed in 1990): 52.52%
 2. Government of West Bengal: 41.17%
 3. Financial Institutions: IBBI- 4.73%, LIC- 0.03% &. Other Banks- 0.04% and Others: 1.51%
- iv. After several hearing the Hon'ble High Court disposed of CA 7 of 2019 (erstwhile CA 97 of 2019) on 12.03.2024 granting liberty to the State to take necessary steps in terms of the paragraph – 14 of the Affidavit dated 22.11.2023 The operative part of Hon'ble High Court dated 12.03.2024 reads ***“In such circumstances, CA/7/2019 is disposed of by granting liberty to the State to take necessary steps in terms of paragraph 14 of the said affidavit. In case any scheme is propounded by the State of Wes Bengal the same would require to be sanctioned in accordance with law”*** Para-14 of the affidavit sworn by the state, states “Government of West Bengal strongly believes that any intending Financier / Operator interested in revival of New Central Jute Mill (NCJM) should be selected through a fair and transparent process as would be directed by the Hon'ble High Court”.
- v. For complying the Order of Hon'ble High Court, the Government seeks to propound a revival scheme for NCJM in liquidation and select an operator for implementation of the revival scheme. The department proposes to appoint a Transaction Advisor (TA) in this regard, who can propound a revival scheme for NCJM in liquidation and there after assist in selection of operator / financier for implementing the revival scheme propounded.

2. Broad Scope of Service of Transaction Advisor (TA)

- i. Compiling information of the Company, journey over the years, perusing affidavits submitted by the Government before Hon'ble High Court, Study of the Jute Industry and allied sector, analyse the Market Dynamics, unique advantages / SWOT, Development of a revival scheme and Information Memorandum from the analysis, upon discussion with creditors, stakeholders etc.
- ii. Hold consultations with the stake holders on the revival scheme propounded for safeguarding the interests of the stakeholders and also ensure that the revival scheme is sanctioned as per law.
- iii. Presentation for approval of Information Memorandum and propounded scheme before the Committee of Secretaries (COS) and Group of Ministers (GOM).
- iv. Work in conjunction with the stakeholder Departments and propose a draft Expression of Interest (EOI) (selection criteria) based on the information memorandum and the revival scheme. Notify the same on approval of the COS & GOM, for short listing of the Financier/operator satisfying statutes, regulation, guidelines etc.

- v. Finalise the names of potential Financier/ Operator, identified through the above mechanism following applicable provisions of Statutes on completion of the transparent selection process. Place the same before COS & GOM for approval.
- vi. Transaction Advisor (TA) to approach the financier/ operators identified in (v) above to establish a degree of interest from such parties. If the potential operators are interested, then a Non-Disclosure Agreement to be obtained from them.
- vii. To prepare and share Request for proposal (RFP) on approval of COS & GOM and time table of events with identified shortlisted parties. Co-ordinate and provide clarifications for expedited evaluation of assets and liabilities of NCJM by the potential Financier /operators. This interalia includes the followings :
 - (a) RFP to be prepared and shared with shortlisted Financier/Operator, organize pre bid meeting, site visit etc.
 - (b) Reply to the queries on RFP and make modifications in RFP, if required on approval of the Department.
- viii. Act as front-end agent for due-diligence, legal requirements etc including audit/certification of process flow. All the activities to be proceeded within a time bound manner.
- ix. Receive all offers together with terms and conditions, report the details and give recommendation on the potential offers made by investors.
- x. To support in negotiating the fair price and best commercial terms and conditions with potential investors, subject to the overall guidance of the GoM including preparing and signing of legal and any other relevant documentation. Signing of the agreement with the selected operator in a time bound manner.

3. Selection Criteria

Selection criteria for TA would comprise of familiarity with the sector, similar revival assignments carried out, both number and value (hereinafter referred as familiarity with the assignment) and financial offer. If TA intends to associate themselves with external consultant(s) for this assignment, the details of such consultant should form part of the proposal.

1. The Selection will be done as follows :

Bidder will be selected based on experience, team strength and credentials of doing similar works and the Financial bid.

2. The following minimum documents should form part of the proposal to be submitted:
 - i) General profile of the firm
 - ii) Technical capabilities covering transactions handled in the jute & allied sector or any other manufacturing sector in the last 10 years with the following minimum details
 - a) Name of Client
 - b) Sector
 - c) Brief description of transaction
 - d) Value of transaction dealt with (INR Crore)
 - e) Month / Year (MM/YYYY) of closure of the transaction
 - f) Joint / Sole advisor (in case of joint, furnish name of other advisors)
 - iii) Brief profile of the team proposed with relevant experience, to be engaged

Sl. No.	Designation	Minimum educational qualification & experience
1.	Team Leader	MBA Finance or equivalent having 7 years' experience
2.	Resource-1	Company Secretary or equivalent having 5 years' experience

3.	Resource-2	MBA Finance or equivalent having 5 years' experience
4.	Resource-3	Degree in Law or equivalent having 5 years
5.	Support-1	MBA Finance or equivalent having 1 year experience
6.	Support-2	Degree in Law or equivalent having 1 year experience

- iv) The Financial offer should quote the rate in Rupees of person man month in price schedule of BOQ.

Sl. No.	Designation	Quantity (in month)	Rate of person man month
1.	Team Leader	2	
2.	Resource-1	5.4	
3.	Resource-2	5.4	
4.	Resource-3	5.4	
5.	Support-1	6	
6.	Support-2	6	

4. Fee Structure

A fixed fee for every stage of the process and the cumulative total.

5. Clarifications

Clarification, if any, required on the above RFP, may be sent to mail to: peir15112019@gmail.com

6. Timeline of Activities

SL. No.	Deliverables	Milestones Target Date D – Date of Issue of LOA to selected consultant	Payment terms (in % of total payment
1.	Presentation & approval of Information Memorandum and propounded scheme duly sanctioned by Law on completion of i, ii & iii of basic Scope of Services (RFP)	D + 2 month	20%
2.	Propounding and notifying EOI on discussion with the Department on completion of activity iv in Broad Scope of Services (RFP)	D + 3 months	15%
3	Identification of eligible operator/financier on completion of v of the Broad Scope of Service	D+ 4 months	20%
4.	Prepare and share Request for proposal (RFP) conduct due –diligence, legal analysis, audit and certification of process flow carried out for each of the shortlisted operators/financiers. Sl Nos. vi, vii & viii in Broad Scope of Services	D + 4.5 months	15%
5	Provide a recommendation report on the strength and weakness of the short listed operator/ financier after receiving all offers together with terms and conditions, Sl. No. ix in	D + 5.5 months	15%

	Broad scope of Services (RFP)		
6	Support in negotiating the fair price and best commercial terms and conditions for the stakeholders, with potential operators/financiers subject to the Department's overall control. Signing of the agreement with operator / financier. Sl. No. x in Broad Scope of Services and submission of final report.	D + 6 months	15 %

It may be clearly noted that payment will be released with milestones achieved in implementation of work and not merely preparation & submission of documents at different stage.

7. Detailed Selection Criteria

Selection process is based on bid for combined familiarity with the assignment & Cost-Based Selection.

The marks scored by the short-listed bidders will be given a weightage of 60 based on experiences of similar works etc. while the financial bids will be given a weightage of 40.

a) Familiarity with the assignment evaluation criteria

The proposal of those bidders who fulfil the minimum eligibility criteria shall be further evaluated based on the following scoring criteria for familiarity with the assignment, SFA (Score in familiarity with the assignment).

Sl. No.	Criteria	Sub Criteria	Total Mark
1.	<p>Reputed Transaction Advisory Firm- Propounding schemes for liquidated companies and selecting operator for implementing the schemes including merger and acquisition in Jute and allied sector or any other manufacturing sector.</p> <p>a. 10 marks for each successfully completed revival projects (PSUs/ Govt. JVs with a net worth of more than/ equal to Rs 50 Crore and/or turnover of more than/equal to Rs. 150 cr.) in last 10 years.</p> <p>b. 7 marks for each successfully completed revival projects (Listed Pvt. Companies with a net worth of more or/equal to Rs 40 Crore and/or a turnover of more or equal to Rs.90 Cr.) in last 10 years.</p> <p>Please mention name of the client, sector, Brief description of transaction, Value of transaction dealt with (INR, Crore), Month / Year for close of transaction, joint / Sole Advisor.</p>		50
2.	Approach & Methodology		35
A	Understanding of Objectives	10	
B	Approach & Methodology (inc Presentation)	15	
C	Work Plan	10	
3.	Brief profile of the team to be engaged		15

b) For Financial Evaluation

The total cost indicated in the Financial Bids will be considered. The lowest financial Bid (FM) will be given financial scores (SF) of 100 points. The financial scores of other Bids will be computed as follows:-

$$SF = 100 \times FM / F$$

(F=amount of Financial Proposal)

The proposal will finally be ranked according to their combined Familiarity with assignment (SFA) and financial (SF) scores as follows:-

$$S = SFA \times FAw + SF \times Fw$$

Where, FAw and Fw are weights assigned to familiarity with assignment and financial proposals that shall be 60 and 40 respectively.

The qualified bidder who secures highest combined score would be declared as the successful bidder. If two or more bidders secure same combined score, the work will be awarded to the lowest price bidder.

Section-III

I. GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.	Definitions	1.1	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meaning :</p> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in the State of West Bengal. (b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant. (c) “Client’s Personnel” refers to the staff, labour and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant. (d) “Competent Authority” refers to Additional Chief Secretary/ Principal Secretary/ Secretary of the Public Enterprises & Industrial Reconstruction Department. (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). (g) “Day” means a working day unless indicated otherwise. (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant assigned by the Consultant to perform the Services or any part thereof under the Contract. (j) “GCC” means these General Conditions of Contract. (k) “Government” means the government of the Client’s country. (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into
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			<p>account in the technical evaluation of the Consultant's proposal.</p> <p>(m) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(n) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(o) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(q) “Sexual Exploitation and Abuse” “(SEA)” means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p> <p>(r) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or Client's Personnel.</p> <p>(s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
2.	Relationship between the Parties	1.2	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3.	Law Governing Contract	1.3	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4.	Language	1.4	This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5.	Headings	1.5	The headings shall not limit, alter or affect the meaning of this Contract.
6.	Communications	1.6	Any communication required or permitted to be given or made, pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request

			or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
		1.7	A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7.	Location	1.8.	The Services shall be performed at such locations as are specified in RFP.
8.	Authorized Representatives	1.9	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
9.	Fraud and Corruption	1.10.	The Department requires compliance with the framework policies and procedures of the Government of West Bengal.
B. Commencement, Completion, Modification and Termination of Contract			
10.	Effectiveness of Contract	1.13	This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services.
11.	Termination of Contract for Failure to Become Effective	1.14	If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, the Client may issue one month written notice to the Consultant and in the event of non-compliance ,declare this Contract to be null and void. On such declaration, the Consultant shall not have any claim against the Client with respect hereto..
12.	Availability of Key Experts	1.15	The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
13.	Expiration of Contract	1.16	Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
14.	Modifications or Variations	1.17.	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variations made by the other Party.
15.	Force Majeure		
a.	Definition	1.18	For the purpose soft his Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.
		1.19.	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, not

			(ii) any event which a diligent Party could reasonable have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
		1.20	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
		1.21	The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
b.	No Breach of Contract	1.22	A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
c.	Measures to be Taken	1.23	A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
		1.24	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
		1.25	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instruction by the Client, shall either: (a) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
		1.26.	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, either party can approach the Competent Authority .
16.	Suspension	1.27	The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to

			remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.
17.	Termination	1.28	This Contract may be terminated by either Party as per provisions setup below:
a.	By the Client	1.29	<p>The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (f) of this Clause.</p> <p>In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) to (e).</p> <p>And at least seven (7) working days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 17; (b) If the Consultant becomes (or, if the Consultant consists of more than one entity if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Consultant fails to comply with any final decision of the Competent Authority arising out of dispute between the parties. (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 12.
		1.30.	If the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, in competing for or in/during executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.
b.	Cessation of Rights and Obligations	1.31	Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 17 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 20, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

c.	Cessation of Services	1.32	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 17a or GCC 17b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the consultant shall further submit all documents to the client as specified in the RFP.
D.	Payment upon Termination	1.33.	Upon termination of this Contract, the Client shall make the following payments to the Consultant; (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42; (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 17 (a) reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

C. Obligations of the Consultant

18.	General		
a.	Standard of Performance	1.34.	The consultant shall perform the Services and carry out the Services with all due diligence, efficient and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all time support and safeguard the Client's legitimate interests in any dealings with the third parties.
		1.35.	The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
		1.36	The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
b.	Law Applicable to Services	1.37	The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and Shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

19.	Conflict of Interest	1.38.	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a.	Consultant Not to Benefit from Commissions, Discounts etc	1.39	The payment of the Consultant pursuant to GCC (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract in the discharge of its obligations hereunder, and the Consultant shall use its best effort to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
		1.40.	Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Government's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
b.	Consultant and Affiliates Not to Engage in Certain Activities	1.41.	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
c.	Prohibition of Conflicting Activities	1.42.	The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d.	Strict Duty to Disclose Conflicting Activities	1.43.	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
20.	Confidentiality	1.44.	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
21.	Liability of Consultant	1.45.	The Consultant's liability under this Contract shall be as determined under the Applicable Law.

22.	Accounting, Inspection and Auditing	1.46.	The consultant shall keep and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the services in such form and detail as will clearly identify relevant time charges and costs.
		1.47.	The consultant shall permit And shall cause its agents(where declared or not), sub-consultants, service providers, suppliers, and personnel, to permit the Department to inspect the site and / or the accounts records and other documents audited by auditors appointed by the department. The Consultant and its and Sub-Consultants attention is drawn to orders on fraud and corruption, which provides, inter-alia, that acts intended to materially impede the exercise of the Department's inspection and audit rights constitute a prohibited practice subject to contract termination (As well as to a determination of ineligibility pursuant to the Department's prevailing sanctions procedures.
23	Reporting Obligations	1.48.	The Consultant shall submit to the Client the report documents specified in Request For Proposal (RFP) Document in the form, in the numbers and within the time periods set forth in the said timeline of activities as given in Section II of RFP.
24.	Proprietary Rights of the Client in Report stand Records.	1.49.	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software with all DLL file and source codes , supporting records or material compiled or prepared by the consultant for the Client in the course of the services shall be confidential and become and remain the absolute property to the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the client, together with a detailed inventory thereof. The Consultant shall not retain a copy of such documents, data and/ or software which are solely the property of the Client.
		1.50.	If License agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the consultant shall obtain the client's prior written approval to such agreements.
25.	Equipment, Vehicles and Materials and Reports.	1.51	Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination of expiration of this Contract shall make available to the Client and inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials. The Consultant, unless otherwise

			instructed by the client in writing, shall insure the expense of the Client in an amount equal to their full replacement value.
26.	Code Of Conduct	1.52.	<p>The Consultant shall have a Code of Conduct for the Experts.</p> <p>The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code Of Conduct including Specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviours.</p> <p>These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instruction and/or documentation, as appropriate.</p> <p>The consultant shall also ensure that the Code of Conduct is Visibly displayed in locations where the services are carried out. The posted Code Of Conduct shall be provided in languages comprehensible to Experts and Client's Personnel.</p>
27	Forced Labour	1.53.	<p>The Consultant, including its Sub- Consultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor- contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
28	Child Labour	1.54.	<p>The Consultant including its Sub-Consultants, shall not employ or engage under the age of 18years in a manner that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>The Consultant including its Sub-Consultants, shall only employ or engage children over the age of 18 years and appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.</p>

			<p>Work considered hazardous for children is work that, by its nature or circumstances in which it is carried out, is likely to jeopardize the health, safety or morals of children. Such Work activities prohibited for children include work:</p> <ul style="list-style-type: none"> • With exposure to physical, psychological sexual abuse. • Underground, underwater working at heights or in confined spaces. • With dangerous machinery, equipment or tools, or involving handling or transport of heavy loads. • In unhealthy environments exposing children to hazardous substances, agents or processes or to temperatures, noise or vibration damaging to health. • Under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
29	Non- Discrimination and equal Opportunity	1.55.	<p>The consultant shall not make decisions relating to the employment or treatment of experts on the basis of personal characteristics unrelated to the inherent job requirements. The consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (Including wages and benefits) working conditions and terms of employment, access to training, job assignment, promotion, termination of employment, retirement, and disciplinary practices.</p> <p>Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children(of working age)</p>
30	Training of Experts	1.56.	<p>The consultant shall provide appropriate training/ sensitization to the Experts on social and Environmental aspects of the Contract.</p>

D. Consultant's Experts And Sub- Consultants

31	Description of Key Experts	1.57.	<p>The title agreed job description, minimum qualification and time- input estimates to carry out the services of each of the Consultant's Key Experts are described in Section II of RFP.</p>
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		1.58	<p>If required to comply with the provisions of clause GCC 18, adjustments with respect to the estimated time-input of key Experts set forth in Section II of RFP may be made by the Consultant by a written notice to the Client, provided</p> <ul style="list-style-type: none"> (i) that such adjustments shall not alter the original time- input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) That the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set forth in Financial bid.
32	Replacement of Key Experts	1.59.	Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
		1.60.	Notwithstanding the above, the substitution of key experts during Contract execution may be considered only based on the Consultant's written request and due to Circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such Case, the consultant shall forthwith provide as a replacement, a person of equivalent or better qualification and experience, meet eligibility requirements, and at the same rate of remuneration.
33	Removal of Experts or Sub-consultants	1.61	<p>If the Client finds that any of the Experts or Sub-Consultant:</p> <ul style="list-style-type: none"> (a) Persists in any misconduct or lack of care; (b) Carries out duties incompetently or negligently; (c) Fails to comply with any provision of the Contract; (d) Based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the works; or <p>Undertakes behaviour which breaches the Code of Conduct; the Consultant shall, at the Client's written request, provide a replacement.</p>
		1.62.	In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
		1.63	Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
		1.64.	The Consultant shall take immediate action as appropriate in response to any violation of (a)through (d) above. Such immediate action shall include removing (or causing to be removed) from carrying out Services, any Expert who engages in (a) to (d) above.
34	Replacement/Removal of Experts – Impact on Payments	1.65.	Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to an removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35	Working Hours, Overtime, Leave etc	1.66.	Working hours and holidays for Experts are set forth in RFP.
		1.67.	The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, and the Consultant's remuneration shall be deemed to cover these items.
		1.68.	Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Client

36	Obligations of the Client	1.69	Unless otherwise specified the Client shall use its best efforts to: Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
37.	Access to Project Site	1.70.	NCJM is presently in the custody of the Official Liquidator, Hon'ble High Court Calcutta and access to the project site will be provided upon order of the Hon'ble High Court, Calcutta.
38.	Change in the Applicable Law Related to Taxes and Duties	1.71.	If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made.
	Payment Obligation	1.72.	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided in Section II of RFP and GCC 40 if applicable

F. Payments to the Consultant

39.	Ceiling Amount	1.73.	Payments under this Contract shall not exceed the ceilings in local Currency specified in Section II of RFP read with financial bid accepted by the client.
		1.74.	For any payments in excess of the ceilings specified in financial bid, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.
40.	Remuneration and Reimbursable Expenses	1.75	The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.
		1.76.	All payments shall be at the rates set forth in Financial Bid .
		1.77.	Remuneration rates shall be fixed for the duration of the Contract.

41.	Taxes and Duties	1.78	The Consultant, Sub-consultant and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.
42.	Currency of Payment	1.79.	Any payment under this Contract shall be made in INR (Indian Rupees)
43.	Mode of Billing and Payment	1.80.	<p>Billings and payments in respect of the Services shall be made as follows :</p> <p>(a) The consultant shall submit to the client itemized bill statement at time intervals as specified in Section II of RFP, Point 6.</p> <p>(b) The Client shall pay the Consultant's invoices within (60) days after the receipt by the Client of such itemized invoices with supporting documents subject to approval of Finance Department. Only such portion of such an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the differences from any subsequent payments.</p> <p>(c) <u>The Final Payment</u>: The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as <u>satisfactory</u> by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoices shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with the Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.</p> <p>(d) All payments under this Contract shall be made to the bank account of the Consultant.</p>
G. Fairness and Good Faith			
44.	Good Faith	1.81.	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
H. Settlement of Disputes			

45.	Amicable Settlement	1.82.	The Parties shall seek to resolve any dispute amicably by mutual consultation.
		1.83.	If either Party objects to any action of inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen(14) days, or the dispute can not be amicably settled within fourteen(14) days following the response of that Party, the concerned party shall approach the competent authority.

II. SPECIAL CONDITIONS OF CONTRACT

Heading of GC Clause			Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)			The Contract shall be construed in accordance with the law of [Govt. of India].
4			The language is : English.
6			<p>The addresses are [fill in at negotiations with the selected firm]:</p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.			<p>[Note: If the Consultant consists only of one entity, state "N/A"; OR</p> <p>The Authorized Representatives are:</p> <p>For the Client: [name, title]</p> <p>For the Consultant: [name, title]</p>
11.			<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 14 Days.</p>
12.			<p>Availability of Experts:</p> <p>The number of days shall be 7.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
13.			<p>Expiration of Contract:</p> <p>The time period shall be initially for six months unless extended further as per mutual agreement by the contracting parties.</p>

Section-IV

APPENDICES

**Annexure – 1: Power of Attorney
(On a Stamp Paper of Rs.100/-)**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID-
Bidder's Own Standard Format**

Annexure – 2: NIT Declaration

To
The Joint Secretary
Public Enterprises & Industrial Reconstruction (PE&IR) Department, Govt. of West Bengal
Shilpa Sadan, 2nd Floor,
4, Abanindranath Tagore Sarani,
Kolkata – 700 016

Sub: Submission of proposal in response to RFP for Selection of Transaction Advisor.

Respected Sir,

1. We have examined the RFP document, we, the undersigned; herewith submit our proposal in response to your RFP No. Dated for “Selection of a Transaction Advisor For Propounding a Revival Scheme for New Central Jute Mill (a company in Liquidation) and Selection of Operator for Implementing the Revival Scheme (2nd Call)” and in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. In the event of acceptance of our bid, we do hereby undertake:-
 - To commence services as stipulated in the schedule of delivery forming a part of the attached proposal.
 - We affirm that the price quoted is inclusive of all taxes.
4. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 120 days from the date of submission of the bid.
5. The EMD of INR 1,25,000 (Rupees One lakh Twenty Five Thousand only) submitted online by us may be encashed if we do not submit the requisite Performance bank Guarantee within 21 days of award of contract.
6. We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said RFP.
7. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

8. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
9. We understand you are not bound to shortlist / accept any proposal you receive.

Sincerely,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

Annexure – 3: Declaration for Eligibility Criteria

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

ELIGIBILITY CRITERIA FOR BIDDER

Sr. No.	General Eligibility Criteria	Required Documents
1	The bidder must be a company, registered under the Companies Act, 1956/2013 or a partnership firm registered under partnership act or a limited liability partnership registered under the Limited Liability Partnership Act.	Self-attested copy of the Certificate of Incorporation /Registration Certificate /Certificate of Commencement of Business
2	The Bidder should have valid Goods and Service Tax Identification Number(GSTIN)	GSTIN Registration Certificate
3	The Bidder should have valid PAN Number	Copy of PAN Card
4	The bidder must not be blacklisted or declared ineligible for corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions / multilateral funding agencies / IDA & should not be blacklisted or declared ineligible for reasons other than corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions/multi lateral funding agencies/IDA on the date of bid submission.	The bidder should provide an undertaking (self-certificate) that the bidder is not presently black listed for fraudulent or corrupt practices.
5	The bidder must submit a letter of authorization from the Company authorizing a person to sign the documents on behalf of the company, submit technical, commercial information and attend meetings on behalf of the company.	Letter of authorization on Company's letterhead
6	The Bidder should have a minimum annual turnover of INR 30 crores during each of the last (3) three financial years (i.e., FY 2021-22, FY 2022-23 & FY 2023-24) from consulting and advisory business in India.	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2021-22, FY 2022-23 & FY 2023-24) along with CA Certificate indicating turnover during the last three financial years from consulting/advisory business in India.
7	The Bidder should have positive net worth in each of the last (3) three financial years (i.e., FY 2021-22, FY 2022-23 & FY 2023-24).	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e. FY 2021-22, FY 2022-23 & FY 2023-24) along with CA Certificate indicating turnover during

Sr. No.	General Eligibility Criteria	Required Documents
		the last three financial years from consulting/advisory business in India.
8	The company should have at least 70 full time employees in their consulting division/ business units on the payroll of the company.	Undertaking to be provided by the authorized signatory stating that more than 70 full time employees exist on payroll in their consulting division/ business unit.
9	The bidder should have Technical capabilities covering transactions handled in the jute & allied sector or any other manufacturing sector in the last 10 years.	Copy of work order or work completion certificates mentioning the nature of work, the period during which the work was done, for at least 1 contract awarded.
10	Joint venture, consortium, or association are not allowed to bid.	Undertaking by the authorized signatory that the Bidder is bidding in its individual capacity without the support of any JV/ Consortium.
11	All proposed manpower for the engagement should be on pay roll of the Company	A declaration from HR needs to be submitted

Signature of Authorized Signatory

(with official seal)

Name :

Designation :

Address :

Telephone & Fax :

Mobile Phone No :

E-mail address :

Annexure – 4: Format for Bidder's Particulars

<<To be printed on bidder company's letterhead and signed by Authorized signatory>>

To

The Joint Secretary

Public Enterprises & Industrial Reconstruction (PE&IR) Department, Govt. of West Bengal

Shilpa Sadan, 2nd Floor,

4, Abanindranath Tagore Sarani,

Kolkata – 700 016

Bidder information Format

#	Description	Details(tobefilledbythe responder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates and its validity	
11.	GST registration No.	

12.	Permanent Account Number (PAN)	
13.	Corporate Identity Number (CIN)	

Contact Details of officials for future correspondence regarding the Bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

Yours Sincerely,

Signature of Authorized Signatory

(with official seal)

Name :

Designation :

Address :

Telephone & Fax :

Mobile Phone No :

E-mail address :

Annexure – 5: Bidder's Annual turnover over last 3 financial years

<<To be printed on bidder company's letterhead and signed by Authorized signatory>>

To

The Joint Secretary

Public Enterprises & Industrial Reconstruction (PE&IR) Department, Govt. of West Bengal

Shilpa Sadan, 2nd Floor,

4, Abanindranath Tagore Sarani,

Kolkata – 700 016

Respected Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document.

I hereby declare that below are the details regarding overall turnover over last 3 financial years for our organization.

#	Details	FY2021-22 (in Crores) (a)	FY2022-23 (in Crores) (b)	FY2023-24 (in Crores) (c)	Average Turnover [(a+b+c)/3]
1	Overall Annual Turnover				

Signature of Authorized Signatory

(with official seal)

Name :

Designation :

Address :

Telephone & Fax :

Mobile Phone No :

E-mail address :

Annexure – 6: Declaration for not being Blacklisted

<<Self-declaration for not being blacklisted by any Government Entity>>

<<To be submitted on the Letterhead of the responding firm>>

To

The Joint Secretary

Public Enterprises & Industrial Reconstruction (PE&IR) Department, Govt. of West Bengal

Shilpa Sadan, 2nd Floor,

4, Abanindranath Tagore Sarani,

Kolkata – 700 016

Ref: RFP No. Dated:

Respected Sir,

In response to the above mentioned RFP, I/ We,
_____,as _____ <Designation> of M/s , hereby declare that
we are not blacklisted or ineligible to participate for bidding by any State/ Central Government, Semi-
Government or PSU.

Sincerely,

**Signature of Authorized Signatory and Seal of
the bidder**

Name:

Designation:

Date:

Signature of Authorized Signatory

(with official seal)

Name :

Designation :

Address :

Telephone & Fax :

Mobile Phone No :

E-mail address :

Annexure – 7: Undertaking on Total Responsibility

To

The Joint Secretary

Public Enterprises & Industrial Reconstruction (PE&IR) Department, Govt. of West Bengal

Shilpa Sadan, 2nd Floor,

4, Abanindranath Tagore Sarani,

Kolkata – 700 016

Sub: Self-certificate regarding Total Responsibility

Respected Sir,

This is to certify that we undertake total responsibility for the successful completion of the assignment as per the scope of work mentioned in this RFP.

Thanking You,

Yours faithfully,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date:

Annexure – 8: Team Composition, Assignment & Key Expert's Input

Sl. No.	Name	Position	M1	M2	M3	M4	M5	M6	Subtotal Manmonth
1									
2									
3									
4									
5									
6									

Note:

- 1) The input should be indicated individually for the same positions as required under the Scope of Work
- 2) Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

CURRICULUM VITAE (CV)

Proposed Position: <<to be inserted later>> Name of Firm:

Name of Staff:

Date of Birth:

Nationality:

Education:

Year	Degree	Institution

Countries of Work Experience: Languages:

Language	Speaking	Reading	Writing

Employment Record:

From [Year]	To [Year]	Employer	Position held

Certification and Training:

<<to be inserted >>

Detailed Tasks Assigned:

<<to be inserted >>

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:

Name of Assignment/job or project	
Year	
Location	

Client	
Main project features	
Positions held	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place:

Signature:

Annexure – 9: List of Documents Submitted

Technical Solution is to be documented in a structured manner. Check-list for the mentioned documents to be included in the Technical bid in following format:

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Eligibility Criteria Cover letter (Annexure-3)		
2.	Power of attorney/board resolution to the authorized Signatory of the Bid(Annexure-1)		
3.	Scanned copy of EMD		
4.	Bidder's particulars(Annexure-4)		
5.	Bidder's annual turnover for last 3 years (Enclose copy of Audited Balance Sheet for last 3 years, Copy of the audited Profit & Loss Statements for each of the last 3 financial years) (Annexure-5)		
6.	Declaration for not being black-listed(Annexure –6)		
7.	Team Composition, Assignment & Key Experts(Annexure-8)		
8.	NIT Declaration (Annexure–2)		
9.	Certified copies of valid PAN document/GST registration		
10.	Technical Capability/Past Projects with undertaking total responsibilities(Annexure– 7)		
11.	Cover Letter for Commercial Bid(as per Annexure-11)		

Annexure – 10: Format for Performance Department Guarantee

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Department)

PROFORMA OF DEPARTMENT GUARANTEE FOR SECURITY DEPOSIT–CUM–
PERFORMANCE GUARANTEE

Ref Department Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of Public Enterprises & Industrial Reconstruction (PE&IR) Department, Government of West Bengal, having its registered office at “Shilpa Sadan, 2nd Floor, 4, Abanindranath Tagore Sarani, Kolkata – 700 016, (hereinafter called “The Purchaser”) having agreed to accept from..... (hereinafter called “The firm”) Having its Head Office at....., a Department guarantee for Rs..... In lieu of Cash Security Deposit for the due fulfilment by the firm of the terms & conditions of the Work Order No..... Dated..... issued by the Purchaser for..... (hereinafter called “the said work order”..... dated.....). We..... (Name & detailed address of the branch) (hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs..... (Rupees) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the firm of any of the terms and conditions contained in the said Work Order No..... Dated..... of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE,..... DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of Rs..... Rupees) only as may be specified in such demand, in the event of the firm failing or neglecting to execute fully efficiently and satisfactorily the order for Work Order No....., dated.....

(3) WE..... 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 order as laid down in the said Work Order No..... dated..... including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. Dated have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No..... Dated..... have been fully and properly carried out by the said firm and accordingly discharged the guarantee.

(4) We..... the Guarantor undertake to extend the validity of Department Guarantee at the request of the firm for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs..... (Rupees) only and will expire on and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us within 6 months from..... all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the firm.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs..... (Rupees) only and our guarantee shall remain in force up to and unless a demand or claim under the guarantee is made on us in writing on or before all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE....., lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we have set and subscribed our hand on this day of

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1)

2)

(Name & address in full with Rubber Stamp)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Department.

2. The Executor (Department authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalized Department/ Scheduled Commercial Department preferably on a branch located in Kolkata. B.G. from Co-operative Department / Rural Departments is not acceptable.
4. A Confirmation Letter of the concerned Department must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Department and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by Public Enterprises & Industrial Reconstruction (PE&IR) Department, Government of West Bengal in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Department Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/LOI/ Work Order etc.

Issuing Department / The Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to Public Enterprises & Industrial Reconstruction (PE&IR) Department, Government of West Bengal

Annexure – 11: Cover Letter for Commercial Bid

To

The Joint Secretary

Public Enterprises & Industrial Reconstruction (PE&IR) Department, Govt. of West Bengal

Shilpa Sadan,

4, Abanindranath Tagore Sarani, 2nd Floor,
Kolkata – 700 016

Sub: Submission of Financial Bid documents

Respected Sir,

We, the undersigned, offer to provide the Consultancy services in accordance with your Request for Proposal Date: . Our Technical Proposal and Our Technical & Financial proposal are uploaded as per guideline of the RFP in the e-tender portal.

Our Technical & Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Thanking You,

Yours faithfully,

Signature of Authorized Signatory and Seal of the bidder

Name:

Designation:

Date: