

NATIONAL JUTE MANUFACTURES CORPORATION LIMITED

(A Government of India Undertaking)

Chartered Bank Building (2nd Floor)

4, N.S. Bose Road, Kolkata – 700 001.

Phone Nos. 033-2230-6434/04717, 2231-3297/5178,

Fax : 91-33-22305103

E-mail: headia@njmc.gov.in (Website: www.njmc.gov.in)

TENDER DOCUMENT

Tender No. 02/2016-17

For

ENGAGEMENT OF CONCURRENT & STOCK AUDITOR FOR NATIONAL JUTE MANUFACTURES CORPORATION LTD. (NJMC) FOR THE FINANCIAL YEAR 2016-17

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LAST DATE FOR SUBMISSION : 20.05.2016 TIME : 2 P.M.

Ref : NJMC/64740087/16-17/

Dated,

To

Dear Sirs

Sub : Notice Inviting Bids for engagement of Concurrent Auditor & Stock Auditor

1.01 The National Jute Manufacturs Corporation Ltd. (NJMC), a Govt. of India Enterprise (Manufacturer of Jute Bags) having Head Office in Kolkata and three manufacturing mills – Khardah and Kinnison at Titagarh (WB) and RBHM at Katihar (Bihar) invites application from reputed Audit Firms (Proprietary/ Partnership/ LP) for providing Concurrent Auditor for its BIFR scheme and Stock Auditor for its three (3) running mills for the FY 2016-17 with an option to extend the contract for one more year on the same rate, terms and conditions by mutual consent.

- | | | |
|--|---|------------|
| (i) Date of issue of Tender documents
(The same can also be downloaded
from the website) | : | 01.05.2016 |
| (ii) Last date of submission of Tender document: | : | 20.05.2016 |
| (iii) Date of opening of Technical Bid | : | 20.05.2016 |

1.02 **SCOPE OF WORK :**

- (i) *Concurrent Audit* of BIFR Scheme for the Financial year 2016-17 as per *Annexure-III* with an option to extend the contract by one more year on the same rate, terms & conditions by mutual consent.
- (ii) Stock Audit of Raw Jute, WIP, Wastages at every process, Finished Goods as per *Annexure-IV* , Overall reconciliation of Jute for each quarter .

1.03 **FEES:**

- (i) Fees quoted should be lumpsum on half-yearly basis for Concurrent Audit.
- (ii) Fees quoted should be for each quarter for each of the three (3) revival mills for Stock Audit.
- (iii) Out of Pocket expenses to be reimbursed at actual matching to the status of the Audit personnel.
- (iv) Service Tax at prevailing rate.

1.04 **PAYMENT TERMS :**

- (i) Payment of fees will be made on half yearly basis for Concurrent Audit for the Company as a whole.
- (ii) Payment of fees for Stock Auditor will be made on quarterly basis for each mill.
- (iii) Payment to be released only on submission of reports, as above, subject to acceptance by NJMC.

1.05 **VALIDITY OF ENGAGEMENT :**

The validity of engagement will be initially for a period of one year (for conducting both the audits) and thereafter renewal for up to one more year at same rates, terms & conditions, depending upon the performance and by mutual consent.

1.06 **COMPLETION OF JOB :**

- (a) As time being the essence of the contract, both the Audit shall be completed within scheduled dates as indicated by NJMC. The Concurrent Audit has to commence within one month of the award of the letter of engagement and the Stock Audit is to commence at the end of each quarter .
- (b) Concurrent Audit Report will have to be submitted within 31st December, 2016 for the first half year and by 30th June, 2017 for the 2nd half year.
- (c) Stock Audit Report will have to be furnished normally within 15 days from the end of each quarter and the verification for each mill for each quarter have to be conducted normally on the last working day of each quarter .

1.07 **ACCEPTANCE/ REJECTION OF BIDS:**

NJMC reserves its right to accept or reject any application(s) without assigning any reason thereof. The decision of NJMC for allotment of both the audit works to the Firm(s) will be final and binding upon the parties participating in the short-listing.

1.08 DISPUTE RESOLUTION :

In case of any dispute arising during execution of contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of CMD of NJMC will be final and binding on both the parties to the Contract.

2.00 ELIGIBILITY CRITERIA : (Certified – Self attested copy of testimonials to be enclosed)

- (i) The Audit firm shall have at least one experience on concurrent audit related to BIFR scheme for a sick PSU company .
- (ii) The Audit firm must have at least three (3) stock verification experience only in Jute Industry .

(iii) The Audit firm should have minimum Annual Turnover of **Rupees 12 (Twelve)lakhs in last three preceeding financial years.**

[For the purpose of ascertaining Turnover of the bidder, average turnover for last three financial years (2013-14 to 2015-16) shall be considered as per self-certified copies of Annual Accounts submitted by the bidder] Audit firm should have Headquarter in Kolkata and preferably one branch at Katihar , Bihar .

3.00 TERMS & CONDITIONS :

- (a) Firms/Proprietorships/Individuals who fulfil the above minimum criteria may download the Tender document from the site www.njmc.gov.in
- (b) Offer submitted without Integrity Pact will be summarily rejected without assigning any reason.
- (c) Concurrent Audit Reports are to be submitted to IDBI Bank (Monitoring Authority for the scheme) and to CMD of NJMC Ltd.
- (d) Stock Audit Reports are to be submitted to Director (Finance), NJMC or his authorized Officer, on completion of audits as per scope defined in *Annexure-III*.

4.00 TENDER SUBMISSION :

For each type of audit, Tender will be submitted in TWO separate sealed envelopes as below: All the two (2) envelopes should be numbered clearly and super scribed with our Tender Ref. number, date, Title, Bid opening date and bidder's name and address. All the two (2) envelopes to be inserted within a single envelope; however, bidder should mention the related details on this envelope.

Envelope-I : This envelope shall consist of Qualifying Requirements/ Eligibility criteria (Annexure-II) documents, Technical offer, Name of firms where such services have been provided, PAN, Service Tax registration may be enclosed along with.

Envelope-II : This envelope shall consist of Commercial/ Price Bid (as per Annexure-IV) including commercial deviation, if any.

Above two envelopes should be inserted in one big envelope clearly super scribing Tender details and contents inside the envelope (Envelope-I & Envelope-II) and shall be submitted by the bidder on schedule date and time as indicated in Tender.

The interested parties may send their application with all applicable attachments in sealed envelope marked with **“BID FOR ENGAGEMENT OF CONCURRENT AUDITOR & STOCK AUDITOR”** along with documentary evidences in support of their details furnished above to reach this office latest by 1400 hrs on or before 20.05.2015. The application should be addressed to :

**Head(Internal Audit)
National Jute Manufactures Corporation Ltd.,
Chartered Bank Buildings, 2nd Floor,
4, N.S. Road,
Kolkata – 700 001.**

Note : Application received after the above-mentioned date and time will not be considered for opening . Bidders and requested to visit our website regularly for any amendment/addendum/corrigendum/extension until last date.

5.00 TENDER OPENING :

- a) Complete Schedule/Submission Schedule :
- (i) Date of Issue of Tender Document : 01.05.2016
(The same can also be downloaded from the website)
- (ii) Last date of submission of Tender document : 20.05.2016
- (iii) Date of opening of Technical Bid : 20.05.2016
- (iv) Date of opening Commercial Bid : To be intimated separately

Two- Part bidding system shall be followed for the subject Tender:

First Part of Opening :

- (a) **Envelope-I:** Un-priced/techno-commercial offer will be opened at
4 PM on 20.5.2016

Note : (i) All the supporting documents should be certified/attested by the bidder with office seal.

- (ii) In case any bidder fails to submit the documents in support of qualifying requirements (QR), the offer of the bidder shall be rejected and his commercial/price bid shall not be opened.

Second Part of Opening :

- (b) **Envelope-II:** The commercial/price bids (Annexure-IV) of only those bidders who meet qualifying requirements shall be opened. Opening date will be informed separately to qualifying bidders and to be opened in presence of bidder(s), who may wish to be present.

Selection Criteria :

Those Audit firms, who will secure 50 marks and above in Technical Evaluation process as per *Annexure-II* shall be considered for price bid opening and then, selection will be on lowest price quote basis among qualified bidders . In case of tie in price quote, preference will be given to that firm which has got more marks in Technical Evaluation.

6.00 **REJECTION OF BID :**

1. Bid not submitted in Two Bid system in two separate envelopes shall be rejected.
2. The offers of the bidders indicating/ disclosing prices in techno-commercial (un-priced bid) or at any stage before opening of price-bid shall be straightway rejected.
3. Telex/ Telegraphic/ Fax/ e-mail/ Xerox copies of offers and bids with scanned signature which are not signed manually shall be rejected.
4. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening the bid.

5. Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
6. Non-submission of Integrity Pact, duly signed by the same signatory who signs the bids as required.

Yours faithfully

Head(Internal Audit)

ANNEXURE – I

(On letter head of Firm/ Proprietorship/Individual)

Format for Covering Letter

Ref:

Date:

Head (IA)
National Jute Manufactures Corporation Ltd.
Chartered Bank Bldgs., 2nd Floor
4, N.S. Road
KOLKATA : 700 001

Dear Sir

**Sub : BID FOR HIRING CONCURRENT / STOCK AUDIT SERVICE TO NJMC FOR
F.Y. 2016-17**

We enclose herewith the particulars and details of the firm, Technical Proposal and Financial Proposal in connection with the above assignment.

We also state as follows :

- a) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b) The prices quoted by us in the Financial Proposal are valid till six months from the date of opening of bid. We confirm that this proposal will remain binding upon us.
- c) Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
- d) We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.
- e) We understand that NJMC is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- f) I confirm that I have authority granted by (name of the firm) to submit the proposal and to negotiate on its behalf.

Thanking you,
(Name of Authorised Signatory)
Name/Office Seal of Firm

ANNEXURE – II

(On letter head of Firm/ Proprietorship/Individual)

**PROFORMA FOR TECHNICAL BID (For conducting Concurrent & Stock Audit of NJMC
for the Financial Year 2016-17 containing the following details**

Sl. No.	Particulars	Details (Supporting Documents where applicable are required to be submitted along with this form with related reference number)
1.	i)Experience for at least one BIFR related Concurrent Audit ii)Experience for at least three Stock Audits in Jute Industry	
2.	Average Annual Turnover for last 3 year at least Rs.12 lakhs for the purpose of ascertaining parameter of Turnover of the bidder for the previous three financial years (2013-14 to 2015-16)	
3.	Year of establishment of the Firm	
4.	Partners (details) as per ICAI /ICMAI certificates as on 01.04.2016	
5.	Branch Office details (Please mention here Names of places/ cities where the Branch exist and attach extra copies of this form with similar details for each branch firm)	
6.	Number of the Chartered Accountants/ Cost Accountants employed with the firm	
7.	Number of semi-qualified employees attached with the Firm (CA-Intermediate and/ or Cost-Intermediate)	
8.	i)Exposure of the Firm in Sick PSU as Concurrent Auditor ii)Exposure of at least three Stock Audits iii)Exposure in Jute Industry	
9.	Exposure of the Firm in industries other than PSUs as Concurrent/ Stock Auditors, with specification of exposure in Jute Industry (Name of the Organization, Year of audit and nature of audit undertaken)	
10.	Exposure of the Firm in major non-govt. industries under Central/state Government	
11.	Brief Resume of the Firm including Total No. of years' experience (please submit an Attachment for Sl. Nos. 8 to 11, if required)	
12.	Firm's Registration Certificate No. issued by ICAI/ICMAI.	

The above technical proposal also includes

- 1. Proposed overall In Charge for the assignment (Partner)
- 2. Proposed Total Audit Days to be spent for the Assignment (from the date of receipt of engagement letter):
- 3. Proposed Team for the assignment (Keeping in view the scope of work, coverage, etc.)

	Educational Qualification	Key Responsibilities or Task assigned	Number of man-days estimated for task completion
In-Charge	Partner (FCA/ACA/FCMA/ACMA)	Finalisation	
Team Leader	FCA/ACA/FCMA/ACMA	Pre-Finalisation, Checking	
Team Member	Semi-Qualified	Collation, Compilation, Consolidation	
Team Member	Support Staff/ Articled Clerk	Routine Checking	

4. Description of Approach & Work Plan

- a. Technical Approach
 - i) Note on Firm’s Understanding of the assignment
 - ii) Books of Accounts/ Registers/ Records to be checked in general
 - iii) Statement and Reports to be prepared
- b. Work Plan

ANNEXURE – III

SCOPE OF WORK FOR CONCURRENT/STOCK AUDITORS

The Concurrent/ Stock Audit will be carried out of the following offices/ units of the Company as per agreed audit plan.

1.	Coverage of Audit : Concurrent : Review of progress achieved by NJMC vis-à-vis BIFR provisions.	<ul style="list-style-type: none">a) The projected amount to be spent as per Revival Scheme approved by BIFR vis-a-vis amount actually spent by NJMC. Specific suggestions for financing the gap on account of anticipated cost overrun if any .b) Financing Plan – Means of finance vis-à-vis original schedule approved by BIFR .c) Time frame for completion of the scheme /incurring expenditure as per the sanctioned scheme . Financial shortfall arising out of delayed implementation of the scheme or for any other reason for all the units under revival shall be reported .d) Status of assistance and/or relief/concessions received from Central/State Govt. or their agencies/CBDT/ESIC/CPFC etc. against approval by BIFR in the revival scheme .e) Status of compliance of terms and conditions stipulated in the schemef) Progress of operation as compared to projection in the scheme (actual working capital compared to projected working capital).g) Financial position , Cash-flow and Balance Sheet in comparison to projection .h) Position of dues/overdues as at the end of the period with specific proposal for clearance based on definite time frame – Overdue position if any , Working Capital
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	<p>Stock Audit : Verification of physical balance of various items of materials and comparison with book balance – reporting the same with discrepancy, if any and reasons thereof</p>	<p>position , Govt. and Statutory dues like PF/ESI etc. , Labour dues .</p> <p>i) To indicate in specific terms the factors which have hindered/aided the progress of implementation of the scheme successfully and in case of slippage , special efforts/steps being taken /contemplated by the management to overcome the problems to ensure adherence to sanctioned scheme .</p> <p>j) Any other matter relevant to the company and as per BIFR guidelines</p> <p>a) Verification of stock of raw jute , WIP/Process Stock , Finished Goods , Loose Stock , Thread Wastes , Caddies , Gunny Cuttings, Packed Bales ,and all other type of wastes .</p> <p>b) To verify physical stock of the above and reconcile with book stock .</p> <p>c) Caddies Generation percentage , thread percentage and percentage of generation of all types of wastes .</p> <p>d) Scrap discrepancies if any</p> <p>e) Overall Jute Loss</p> <p>f) Any other issue as desired by NJMC management .</p> <p>g) Management reserves the right not to undertake verification in any quarter in case of exigency , if any with prior intimation .</p> <p>h) The audit is required to be done at the end of each quarter and/or as may be desired by the management.</p>
2.	<p>Period to be covered : For Concurrent Audit : For Stock Audit :</p>	<p>Financial Year : 2016-17</p> <p>Four (4) Quarterly Reports ending 30.6.2016 , 30.9.2016 , 31.12.2016 , 31.03.2017</p>

PRICE-BID

(On letter head of Firm/Proprietorship/ Individual)

PROFORMA FOR COMMERCIAL/ PRICE BID (For conducting Concurrent/ Stock Audit of NJMC for one year)

Sl. No.	Particulars	Rate	Total Amount (Rs.)	Amount in Words
1.	a) Fees for half-yearly Concurrent Audit work for the period(NJMC as a whole) b) Quarterly fees for Stock Audit for each mill			
2.	Out of Pocket Expenses payable at actual matching to status of Audit personnel		Not to quote	
3.	Service Tax as applicable			
4.	TOTAL AMOUNT			

Signature :

Name & Designation of the Authorized Signatory :
Seal of the Firm/ Proprietorship/ Individual

Date : Place :

ANNEXURE – V**FORMAT FOR TECHNICAL EVALUATION**

Particulars	Points to be allotted	Maximum point
a) Year of Experience of the Audit Firm	1 point each for completed year beyond 5 years	Maximum 10 points
b) Average Turnover	1 point each for every Rs.5 lakh turnover (not in part) beyond Rs.12 lakhs	Maximum 10 points
a) No. of Partners b) Sole Proprietorship Firm	a) 3 point per Partner b) 1 point for 2 year of experience for Sole proprietor	Maximum 10 points
Head Office at same city of our Head Office and Branch Offices at Katihar, Bihar (Particulars for each Branch to be given)	a) 5 point for HO in Kolkata b) 1 point for Branch at Katihar	Maximum 10 points
No. of qualified assistants (Chartered . Cost Accountants) employed with the Firm	2 points per Qualified Assistant	Maximum 12 points
No. of semi-qualified Assistants (Chartered/ Cost Accountants) employed with the Firm	1 point per Semi-qualified Assistant	Maximum 06 points
Exposure of the Firm in PSU/ Company under Central/ State Govt. as Concurrent/ Stock Auditor	2 points per year of Audit + 1 point per year for exposure in Jute Industry	Maximum 12 points
Exposure of the Firm in other than PSU as Concurrent/ Stock Auditor	1 point per year of Audit + 1 point per year for exposure in Jute Industry	Maximum 12 points
Experience in special assignments preferably in PSUs 6.1 Stock Audit 6.2 BIFR Concurrent Audit	4 points 4 points	Maximum 08 points
T o t a l points		Maximum 100 points

INTEGRITY PACT

Between

The National Jute Manufactures Corporation Ltd;
hereinafter, referred to as "NJMC", and
.....hereinafter referred to as "Service Provider"

Preamble

Whereas, NJMC is a CPSE with its Registered and Head Office in Kolkata and Mill across 2 States viz. West Bengal, Bihar.

And Whereas, NJMC values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Principals.

In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall be deemed to be an integral part of the Agency Agreement between us.

In order to achieve this goal, NJMC may seek cooperation of the renowned international Non Governmental Organization "Transparency International" (TI). Following TI's national and international experience, NJMC may appoint an external independent Monitor who will monitor the tender/auction/e-auction/e-sale/e-booking process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of NJMC

MSTC commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

- a) No employee of NJMC, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) NJMC will, during the tender/auction/e-auction/e-sale/e-booking process, provide to all Buyer(s)/Vendor(s) the same information and will not provide to any Buyer/Vendor confidential/additional information through which the Buyer/Vendor could obtain an advantage in relation to the tender/auction/e-auction/e-sale/e-booking process or the contract execution.
- c) NJMC will exclude from the process all known prejudiced persons.

If NJMC obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, NJMC will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Service Provider

The Service Provider commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/e-booking/e-procurement process and during the contract execution.

- i) The Service Provider will not, directly or through any other person or firm, offer, promise or give to NJMC or to any of NJMC's employees involved in the tender / auction/eauction/e-sale/e-booking process or the execution of the contract or any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- ii) The Service Provider will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- iii) The Service Provider will not commit any criminal offence under the relevant Anti Corruption Laws of India; further the Service Provider will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by NJMC as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- iv) The Service Provider will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- v) The Service Provider will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section - 3 Disqualification from tender process and exclusion from future contracts

If the Service Provider/Bidder, before contract award, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Service Provider into question, NJMC is entitled to disqualify the Buyer from the tender/auction/e-auction/e-sale/e-booking process or to terminate the contract, if already signed, for such reason.

- i) If the Service Provider has committed a serious transgression through a violation of Section 2 above such as to put his reliability or credibility into question, NJMC is entitled also to exclude the Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- ii) If the Service Provider can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, NJMC may revoke the exclusion prematurely.
- iii) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section - 4 Compensation for Damages

1. If NJMC has disqualified the Buyer from the tender/auction/e-auction/e-sale/e-booking process prior to the award according to Section 3 above, NJMC is entitled to demand from the Buyer liquidated damages equivalent to 3% of the value of the offer.
2. If NJMC has terminated the contract according to Section 3, or if NJMC is entitled to terminate the contract according to Section 3, NJMC shall be entitled to demand from the Service Provider liquidated damages equivalent to 5% of the contract value.
3. If the Service Provider can prove that the exclusion of the Service Provider from the tender/auction/e-auction/e-sale/e-booking process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Service Provider has to compensate only the damage in the amount proved. If NJMC can prove that the amount of the damage caused by the disqualification of the Service Provider before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

Section - 5 Previous Transgression

1. The Service Provider declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Service Provider makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section - 6 Equal treatment of all Service Providers/Bidders

1. The Service Provider undertakes to demand from all subcontractor(s) a commitment consistent with this Integrity Pact, and to submit it to NJMC before contract signing.
2. NJMC will enter into agreements with identical conditions as this one with all Buyer(s), Vendor(s).
3. NJMC will disqualify from the tender process all Service Providers/Bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Service Provider

If NJMC obtains knowledge of conduct of a Service Provider or of an employee or a representative or an associate of a Service Provider, which constitutes corruption, or if NJMC has substantive suspicion in this regard, NJMC will inform the Central Vigilance Office.

Section - 8 External Independent Monitor

1. NJMC may appoint competent and credible External Independent Monitor for this Pact. In such case the task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of NJMC.
3. The Monitor has the right of access without restriction to all Project documentation of NJMC. The Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Service Provider with confidentiality.
4. NJMC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided as meetings could have an impact on the contractual relations between NJMC and the Service Provider. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of NJMC and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard subject non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will regularly submit a written report to the Chairperson of the Board of NJMC and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Service Provider 12 months after the last payment under the respective contract, and for all other Service Providers 6 months after the contract has been awarded.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of NJMC.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Service Provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

 For NJMC

 For Service Provider

Place : _____

Date : _____

Witness 1 : _____

Witness 2 : _____