

National Handloom Development Corporation Limited

(A Government of India Undertaking)

Corporate office:

A2-5, Udyog Marg, Sector 2, Noida, Uttar Pradesh - 201301

"Application for Empanelment of Manufacturer, Contract Manufacturer or Importer for Dyes and Chemicals"

INTRODUCTION

National Handloom Development Corporation Limited (NHDC) was set up in February 1983 as a Public Sector Undertaking by the Government of India as an autonomous body under the Companies Act 1956 in pursuance of the imperative need for a National Level Agency to assist the speedy development of the Handloom Sector by coordinating all action covering the procurement and supply of inputs at reasonable prices augmenting the marketing efforts of State upgrading the technology in the Handloom Sector & improving productivity.

Yarn is the basic input for the handloom production. Therefore, its regular and adequate availability at reasonable prices has always been a matter of prime importance to Government for ensuring continuous employment in the handloom sector. Presently, Corporation is arranging supplies of yarn for the benefit of handloom weavers in almost all states. The major supplies are under Govt. of India's Raw Material Supply Scheme (RMSS) through the state level handloom corporations/ apex bodies, handloom development centres/ weaver cooperatives, manufacturers engaged in production of handloom goods for exports, NGOs, weaver entrepreneurs, SHG/ JLG, individual weaver etc.

It is the prime duty of corporation to make available all types of yarn at Mill Gate Price to the eligible handloom weavers so as to facilitate regular supply of basic raw materials to the handloom sector and help utilize the full employment potential of the sector. It has also fulfilled its objective to ensure raw material inputs such as yarn, dyes & chemicals to State handloom Agencies, Primary Handloom Cooperative Societies, Individual weavers and SHG/JLG's members etc., which ultimately results in the increased earnings for the weavers.

The objective of this application is to empanel Manufacturer, Contract Manufacturer and Importer of Dyes and Chemicals who are interested and capable of supplying Dyes and chemicals such as Reactive Dyes, Disperse Dyes, Vat Dyes, Auxiliaries, pre-treatment and post-treatment chemicals etc as required by Dyers and Handloom agencies/weavers.

Eligibility Criterion of Applicants:

- 1. The applicant's company must be a manufacture/contract manufacturer or Importer of Dyes and Chemicals used in textile industry.
- 2. The applicant shall submit Solvency Certificate from the Bank regarding his financial stability.
- 3. The applicants/ Manufacturer should be compliance with Social security such as EPF, ESIC etc. wherever applicable.
- 4. The applicants should have facility and machinery to run full-fledged production of dyes or chemicals in case of manufacturer.
- 5. Authority letter authorizing signatory of applicant to sign the application and other documents from time to time.
- 6. The applicant must fulfil the necessary environmental compliances and certifications, where applicable.

Submission of Application:

The application form along with necessary annexures and enclosures to be submitted in **duplicate** to the below mentioned addressed:

National Handloom Development Corporation Limited, A2-5, Udyog Marg, Sector 2 Noida (UP) 201301

NOTE:

The applicants having more than one Unit of the Manufacturer, separate set of application forms (also in Duplicate) be submitted along with necessary annexures and enclosures and Inspection fee as applicable.

Checklist of documents/information to be submitted:

```
(a) Signed copy of the RFP document as per Annexure-1, 2, 3, and 4, as applicable. ()
(b) Solvency Certificate from Bank. ()
(c) Authority letter authorizing the authorized signatory of applicant. ()
(d) Promoters list, if belonging to OBC/SC/ST/Women. ()
(e) Audited balance sheet of last 03 years, where applicable. ()
(f) Company registration Certificate. ( )
(g) Copy of PAN card. ()
(h) Copy of GST registration certificate. ()
(i) GST-9 Return filed for last 03 years, where applicable. ()
(j) Income Tax return filed for last 03 years, where applicable. ()
(k) EPFO registration certificate and last payment certificate, where applicable. ()
(I) ESIC registration certificate and last payment certificate, where applicable. ()
(m) Environment compliance certification. (where applicable) ()
(n) Various certification related to Dyes and Chemicals, where applicable. ()
(o) Electricity bill latest paid. ()
(P) Copy of Proof of Document Processing and Inspection Fee. ()
(q) Copy of IEC code ()
(s) Product Catalogue ()
```

(t) Any other. ()

REGISTRATION FORM

2. Address and Contact details of Offices:-

2 (a)	Manufacturer / Importer / Contract	
	Manufacturing / Unit Address :	Website
	Name, Designation and contact details of contact person:	Name/Designation
	or comact person.	Telephone No Mobile No Fax No E-mail
	Whether Domestic manufacture or 100% Importer	Domestic/Importer
2(b)	Head Office- Address(s):	
	Name, Designation and Contact details of Contact Person	Name/Designation Telephone No Mobile No Fax No E-mail No
2(c)	Branch/Sub office, if any.	
	Addross (S):	
	Address (S):	

NOTE:

The applicants having more than one Unit of the Manufacturer, separate set of application forms be submitted along with necessary annexures and enclosures and Inspection fee as applicable.

- 3. Specify Whether Proprietorship / Partnership / Pvt. Ltd. Company/ Public Limited Company/Central PSU/State PSU (Attach certificate of Registration)
- 4. Specify whether the promoters of firms are SC/ST (Attach detail list)
- 5. Sales Tax Registration No. of Manufacturer/Importer. (Attach sales return filed for last 03 years) (i) GST detail ------ (Attach copy of Registration certificate)
- 6. Income Tax Permanent Account No. ----- With PAN copy (Attach IT return filed for last 03 years)

7. Banker (s)	of Manufacturer/Mill with RTGS details:
	Account No
	Bank Branch Code

RTGS/IFS Code-----

8. Import Export Code i	equired for impo	orter Only:
		(Yes/No.)
(If yes please en	close supporting	g documents.)
8b. Certifications for Er	nvironmental cor	mpliances (Yes/No.)
(If yes please en	close supporting	g documents)
9. Dyes Capacity		
		Kg/Month
		Kg/Month
-		Kg/Month
•		Kg/Month
		Kg/Month
-		Kg/Month
	•	O certified company. (Yes/No.) Is (Enclose the copy of Registration Certificate and Return
and payment receipt of		s (Eliciose the copy of Registration Continuate and Retain
12. Manufacturing capa		
- -	=	
		Kg or Ltr/Month
(xi)		Kg or Ltr/Month
(xii)		Kg or Ltr/Month
13. Turnover for last 3 y	years (enclose a Quantity	audited balance sheet of last 03 years) Value
Years	(in Lac Kg)	(Rs.in Crore)
FY		
FY		
FY		
15. Details of Dyes & C	hemicals	
Dye and Chemicals		Shades / Remarks / Brands
Reactive dyes		
Acid Dyes		
Vat Dyes		
Disperse Dyes		
Fluorescent Dyes		

Natural Dyes

Chemicals

Any other variety (please specify)

Caustic Soda	
Hydrogen Peroxide	
Salt	
Acetic Acid	
Finishing Agent	
Softener	
Detergent	
Fixing Agent	
Enzyme	
Oxidising Agent	
Levelling Agent	
Any other variety (please specify)	
16. Power connection load	(Horse power)
(Copy of electricity bill last paid to be e	nclosed).
17. Normal quality Standard maintaine	d for each Products. (Enclose latest certifications GOTS
OEKO-TEX etc.) testing results for the	,
ozirto rzytoto.) tooting roodito for the	products intoly to be supplied).
	Declaration
I/Ma aclamaly affirm that the informati	
•	on given above are true to the best of my/our knowledge
and belief.	
Place	Name/Designation
Date	Company Seal & Date

Name of Manufacturer/Importer
DETAILS OF TECHNICAL PERSONS

S.No	Name of Employee	Designation	Qualification	Total Experience	Date of Joining
				•	

Place	Name/Designation
Date	Company Seal & Date

1. Quality parameters of Dyes and Chemicals: (Details to be filled in 1a & 1b, as applicable) 1a. Dyes:

Specification			
Light Fastness			
Wash Fastness			
Rubbing Fastness			
Perspiration Fastness			
Fiber Compatibility			
Dye Concentration			
Dyeing Temperature			
Dyeing Time			
Dispersion			
Solubility			
Solubility			
Concentration			
Composition			
Shelf Life			
Storage Stability			
Reactivity			
Wetting Efficiency			
Surfactancy			
Toxicity			
Eco-Friendliness			

1b. Chemicals:

Specification			
Purity			
pH			
Viscosity			
Solubility			
Concentration			
Composition			
Shelf Life			
Storage Stability			
Reactivity			
Wetting Efficiency			
Surfactancy			
Toxicity			
Eco-Friendliness			

Place	Name/Designation
Date	Company Seal & Date

Note: The relevant quality parameters in respect of Dyes and Chemicals other than above may be attached on similar pattern as above.

ITEM WISE PRODUCTION CAPACITY

S.No.	ITEM	Shades		Production	on (Kg)
		S.No.	Details	Per Day	Per Month
1.	Reactive dyes				
2.	Acid Dyes				
3.	Vat Dyes				
4.	Disperse Dyes				
	,				

5.	Natural Dyes		
6.	Fluorescent Dyes		

Place	Name/Designation
Date	Company Seal & Date

GENERAL TERMS AND CONDITIONS:

1. The Manufacturer/Importer shall have to submit a non-refundable Document Processing and Inspection fee of Rs.10,000/- (Ten Thousand only) by way of RTGS/NEFT in favour of "National Handloom Development Corporation Ltd.," payable at Greater Noida, Uttar Pradesh as per details below:

Name of Bank : Union Bank of India Account No. : 505001010033550 IFSC Code : UBIN0550507 MICR Code : 10026071

The above fee is applicable for Mill having only one Unit. For every additional unit of the supplier, additional Inspection fee (non - refundable) of Rs. 10,000/- would be charged extra.

- 2. The applicants having more than one Unit, separate set of application form be submitted along with necessary annexures and enclosures and Inspection fee as applicable.
- 3. The Manufacturer/Importer shall be on the panel of the Corporation for a period of 03 Years. Newly established Manufacturer/Importer shall be on panel for provisionally for 01 year empanelment subject to submission of GST, ITR and Balance Sheets of one year, then extension for second and third years are subject to the submission of GST, ITR and Balance Sheets for the second and third year. NHDC shall review the performance and services of the Manufacturer/Importer after 03 year and the services shall be extended if found satisfactory. NHDC shall have right to depanel the Manufacturer/Importer or entire panel without assigning any reason. NHDC may, without prejudice to any other remedy as may be available for breach of contract, by a written notice, sent to the Manufacturer/Importer, may terminate the contract in whole or in part, once any default is noticed.
- If the Manufacturer/Importer fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request, or any extension thereof granted by the NHDC
- 4. NHDC agrees and understands to pay against supply of Dyes & Chemicals immediately on receipt of corresponding payment from the user agencies/weavers.
- 5. NHDC reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NHDC alone:
- i. Delay in delivery beyond the specified period.
- ii. Discrepancy in the quality of service.
- iii. In case of cancellation of order, any payment made by the NHDC to the Manufacturer/Importer would necessarily have to be returned to NHDC. Further, the Manufacturer/Importer would also be required to compensate NHDC for any direct loss suffered by NHDC due to the cancellation of the contract / purchase order and any additional expenditure to be incurred by NHDC to appoint any other Manufacturer/Importer. This is after repaying the original amount paid.
- 6. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], NHDC shall be entitled to impose

any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Manufacturer shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Manufacturer to take over the obligations of the erstwhile Manufacturer/Importer in relation to the execution / continued execution of the scope of the Contract.

- 7. Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NHDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos, Terrorist attack, public unrest in work area.
- iii. Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The selected bidder or NHDC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.
- 8. The Manufacturer/Importer and the NHDC shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- i. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- ii. The matter will be referred for negotiation between Authorized Official of NHDC/Purchaser and the Authorized Official of the Manufacturer/Importer. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Greater Noida/NCR and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendment thereof.
- The arbitrators shall hold their sittings at Noida/NCR. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Lucknow alone shall have the exclusive jurisdiction in respect of all matters connected with the Contract/Agreement.
- 9. NHDC reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the Manufacturer with regard to such changes. NHDC reserves its right to negotiate with any or all Mill/Manufacturer. The NHDC reserves the right to accept any application in whole or in part without assigning any reason and without any cost or compensation therefor.
- 10. Jurisdiction: The disputes or differences arising out of or in connection with the Empanelment to be executed between the NHDC and the Manufacturer shall be subject to the exclusive jurisdiction of the courts at Lucknow.
- 11. The selected Manufacturer/Importer shall ensure that the products provided by them for the aforesaid requirements / services must be in compliance with the laws, rules, regulations etc. The

Manufacturer/Importer is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Manufacturer/Importer shall give indemnity to that effect.

12. NHDC shall be under no obligation to accept any offer received in response to this application and shall be entitled to reject any or all offers without assigning any reason whatsoever and without any cost or compensation therefor. NHDC has the right to re-issue the application. NHDC reserves the right to make any change in the terms and conditions of purchase during the process that will be informed to all Manufacturer/Importer. NHDC will not be obliged to meet and have discussions with any Manufacturer/Importer, and/or to listen to any representations once their offer is rejected. Any decision of NHDC in this regard shall be final, conclusive and binding upon the Manufacturer/Importer.

The Manufacturer/Importer is agreed on the above-mentioned terms and conditions for supply of Dyes and Chemicals to NHDC and its customers.

Place	Name/Designation
Date	Company Seal & Date