



Plot no

न्यू मिनिर्वा मिल/NEW MINERVA MILL

एन टी सी लि की इकाई /Unit of NTC Ltd.

(A Govt. Of India Undertaking)

.51,52,& 53/ KIADB

Hanumanthapura village, Ph: 08172-243891

Hassan-573 128/e-mail: nmmhassan@yahoo.in

Ref: NMM/GM/Purchase/Coal/2018-19/

Date: 30-01-2019

TENDER NOTICE

Sealed Tenders are invited by the undersigned from Merchants and dealers dealing in the following terms and conditions: -

1. Every Tender should be sent exclusively to the email ID: nmmtenders.ntcsro@ntcltd.org addressed to the **General Manager, New Minerva Mill, and Hassan** so as to be received not later than **3.00 pm on 14.02.2019**
2. The top of the tender document should be super scribed as "TENDER FOR SUPPLY OF COAL TO NEW MINERVA MILL, HASSAN".
3. All the pages of the tender must be duly signed by the seller and to be sent in pdf format (in single file), exclusively to the email ID: nmmtenders.ntcsro@ntcltd.org.
4. The Tendered should specify their offer of rates for Coal.
5. The prices offered should be exclusive of any taxes as applicable under SEZ
6. The rate quoted for the coal should be only for the rate of materials per metric ton.
7. The Tender will be opened by the Tender Committee of the mills **at 3.30 PM on 14.02.2019** in the presence of such of those renderers who will be present at that time.
8. The **Management of New Minerva Mill** reserves the right to postpone the time and date of opening of the Tender without assigning any reason thereof.
9. The **Management of New Minerva Mill** reserves the right to accept/negotiate/reject any offer for any item either in whole or in part on its discretion without assigning any reason thereof.
10. Time is the essence of the contract under this tender
11. Any dispute or difference between the mills and tenders with regard to matters subject to the jurisdiction of Hassan court.

12. Concerned under this tender notice or any matter incidental thereto shall be subjected to the jurisdiction of Hassan Court.

13. The party should quote the VAT, CST, PAN AND IE CODE (if applicable). TIN Number in the Tender Form.

1. The following clauses are inserted w.e.f 01.07.2017 in conformity with GST compliance:

- **Representation and Warranties Clause:** Vendor has to submit representation that they are registered under GST and compliant of GST provisions.
- **Indemnity Clause:** An indemnity clause is inserted and applicable in such case of non compliance by the Vendor of the GST provisions and blockage of any input tax credit, they shall be liable to indemnify the NTC Limited.
- **Review / Audit Right:** Management has the right to review the Vendor/ supplier documents to ensure that they are tax-compliant.

2. Other Terms:

- Contract price/value shall be exclusive of GST/tax.
- In case, GST collected is not deposited by the supplier to the Govt., it is to be deducted from the dues payable or recoverable from the supplier.
- The contract can come to an end if the GST rating of the vendor falls below a particular limit.
- The payment to vendor will be subject to deduction of tax under GST at the prescribed rate, if any required.
- Export of goods or services or both and supplies of goods or services or both to SEZ unit or SEZ developer will be zero rated supply - section 16(1) of IGST Act.
- Credit of input tax may be availed for making zero-rated supplies, even if such supply is exempted supply - section 16(2) of IGST Act.
- The registered person making zero rated supply can claim refund under either of two options - (a) supply goods under bond or LUT without payment of IGST and claim refund of unutilized input tax credit or (b) supply goods on payment of IGST and claim refund of IGST paid on goods and services. The refund will be in accordance with section 54 of CGST Act - section 16(3) of IGST Act. SEZ unit will not pay the taxes to the supplier. Supplier has to make their own arrangements for choosing the option (a) or (b) above.
- The compliance of above will be supplier's responsibility.
- The vendor is liable to ensure the payment of GST Tax, if collected from company within the required time. This is required to safeguard availability of input tax credit to the company.
- Any amount collected as tax by the vendor but not remitted to the Central/State Government is required to make the payment forthwith regardless of whether the related supplies are taxable or not.
- The vendor / customer needs to be disclosed if they are 'related persons' to the company.

- Goods shall be deemed to be received by the company when the supplier delivers the goods to the recipient / any other person, on the direction provided by the company to the supplier.
- The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period.

- Payment shall be made within 60 days from the date of receipt of the materials or 65 days from date of dispatch (LR date) whichever is earlier.

14. The following are the subject to the discretion of the management :

- a) Any allotment /cancellation of tender
- b) Any other discrepancy if found, in the calorific value of coal after testing from CPRI will be adjusted in the bill amount accordingly.
- c) Freight will be paid as actual.

**Sd/
General Manager**

ACCEPTANCE

I/We, the undersigned, do hereby accept to abide by all the above terms and conditions.

**Signature of Tenderer
With seal and date**

NEW MINERVA MILL, HASSAN

Ref: NMM/GM/Purchase/Coal/2018-19/

To

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TIN No.:
PAN No.:
CST No.:
IE CODE.:

FORMAT FOR OFFER OF TENDER

SI No	Item	Description	Approximate Quantity (MT.)	Rate offered (in Rs) per MT (In Figures)	Rate offered (in Rs) per MT
					(In Words)
1	Coal	Steam Coal Specification: GCV (ADB) 5300 + / - 100 T M (ARB) 34 +/- 2% T M (ADB) 14 +/-2% I M (ADB) 9% ASH (ADB) 6 to 8% VM (ADB) 38 TO 42% SIZE 0 TO 50 MM	75MT/per month		

Date:

**Signature of Tenderer
With Seal and date**

INTEGRITY PACT
Between
National Textile Corporation Limited (NTC) hereinafter referred to as
“The Principal”
and
_____. hereinafter referred to as
“The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ to _____ . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, 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 self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **Annexure-B1**.
- e. The Bidder(s)/Contractor(s) 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.
 - (2) The Bidder(s)/Contractor(s) 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 Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as **Annexure-B2**.

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings.”

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. 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. It will be obligatory for him to treat the information and documents of the Bidder(s)/ Contractors as confidential. He reports to the Chairman, NTC.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. 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 the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding 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 submit a written report to the Chairman, NTC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairman, NTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of NTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. That a person signing IP shall not approach the courts while representing the matters to IEMS and he/she will await their decision in the matter
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
5. 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.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2 :

(Name & Address)
