



**NATIONAL TEXTILE CORPORATION LTD.,(WESTERN REGION)**  
**NTC HOUSE, 15, N.M. MARG,**  
**BALLARD ESTATE,**  
**MUMBAI-400 001**  
TEL NO. 022-22686600,  
FAX NO.022-22686631.  
WEBSITE: [www.ntcltd.org](http://www.ntcltd.org)

**TENDER DOCUMENT FOR**

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING**  
**OF REELING MACHINE, BUNDLING MACHINE & HANK**  
**YARN BALE PRESS MACHINE**

AT

**Work Address: ARATI COTTON MILLS,**  
**DASNAGAR,**  
**HOWRAH**

**PIN CODE-711105**

Phone No.033-2653 0146/8870.

Fax No.033-2653-8870

E - Mail : araticot321@yahoo.co.in

SALE OF TENDER DOCUMENT	05.08.2017 to 22.08.2017
DATE OF PRE-BID MEETING	16.08.2017 AT 11.30 AM at NTC House
LAST DATE FOR SUBMISSION OF TENDER	22.08.2017 Up to 6.00PM
DATE & TIME FOR OPENING OF TENDER ( <b>Technical Bid</b> )	23.08.2017 AT 11.30 AM at NTC House



## Tender Notice

**Sub: Tender For Supply, Installation, Testing & Commissioning Of Reeling Machine, Bundling Machine & Hank Yarn Bale Press Machine For Arati Cotton Mills.**

### INTRODUCTION:

National Textile Corporation Ltd is having one Spinning unit named M/s. Arati Cotton Mill, Dasnagar, Howrah, West Bengal. National Textile Corporation Ltd., Mumbai is inviting sealed tenders under two bid system from reputed and eligible manufactures / suppliers / dealers for supply & commissioning of **Reeling Machine – 16 Nos, Bundling Machine – 01 No & Bale press for Hank Yarn – 01 No.** at Arati Cotton Mill , Dasnagar, Howrah, West Bengal.

### 1 ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER:

- a. The bidding firm should be manufacturers or authorized dealer / distributors. In case of authorized dealers / distributor a recent valid certificate of authorizations from their principal is required.
- b. The bidding firm should have **Minimum Average annual turnover Rs. 30 lacs** during last 3 financial year ending 31<sup>st</sup> March 2016. As evident of proof, bidders must submit Turnover page (Income from Sale) of Audited Balance Sheet **OR** Certificate from Chartered Accountant **OR** ITR acknowledgement with P/L account for the financial year - 2013-14, 2014-15, 2015-16 positively.
- c. The bidding firm should have proven record for satisfactory supply of minimum 10 Nos Reeling Machines and 2 Nos. each of Bundling & Hank Yarn Bale Press Machine to any Industries during last 5 years. An evidence of proof needs to be submitted such as Purchase Order/ Work Order along with the report/Certificate from the end user/end users, stating that the bidder has successfully supply and performance is satisfactorily..

Bidding firms not meeting all above eligibility criteria (a to c) need not submit tender otherwise same shall be rejected summarily.

Documents supporting the eligibility criteria of L-1 shall be verified by the Company before awarding contract.

### 2. SCOPE OF WORK AND SPECIFICATION:

The scope of supply shall cover complete supply, installation, commissioning and handing over of aforesaid machines in functional condition to the mill as per the technical specifications given in tender document.

### 3 PRE-BID MEETING:

A pre-bid meeting with prospective bidders shall be held at NTC Ltd office, Mumbai on 16.08.2017 at 11.30 AM. The prospective bidders are requested to present them self for any clarification on technical as well as commercial matter of this tender. The suggestions received and found reasonable and acceptable shall be incorporated as corrigendum and same shall be uploaded on our website only the prospective bidders are required to submit their suggestions / clarifications during the pre-bid meetings in writing. Management is not bound to accept any or all suggestions so given in pre-bid meeting. Any suggestions forwarded after the pre-bid meetings shall not be entertained at all by the management.

### 4. COST OF TENDER DOCUMENTS:

- a. Interested bidders are requested to obtain the tender documents from Materials Department, NTC Office Mumbai by paying Rs. 1000/-(non-refundable) being the cost of tender documents by Bank Draft (D.D)/Pay order from any Nationalized/ scheduled commercial Bank notified by RBI (excluding co-operative / rural Bank) on any working day except holiday(Saturday & Sunday) from 05.08.2017 to 22.08.2017.

- b. Bank Draft to be prepared in Name of “**National Textile Corporation Ltd.- Unit Western Region**” , payable at Mumbai.
- c. Tender documents may also be downloaded from our website [www.ntcltd.org](http://www.ntcltd.org) In case of downloaded the Tender Document the draft of Rs. 1000/- must be submitted along with tender.
- d. Tender shall not be accepted without tender fee in form of DD/Pay Order as above.

#### **5. EARNEST MONEY DEPOSIT:**

- a. The prospective bidder who wishes to participate in tenders will have to submit earnest money deposit of Rs. 30,000/- (Rs. Thirty thousand only) by Bank Draft or pay order from any scheduled commercial bank (excluding co-operative / ruler bank) notified by RBI.  
Bank draft to be prepared in Name of “**National Textile Corporation Ltd.- Unit Western Region**” , payable at Mumbai.
- b. The tender received without earnest money deposit shall be rejected out rightly.
- c. The earnest money of unsuccessful bidder may be refunded immediately by at par cheque.
- d. The prospective bidder may participate for one type of machine or for all categories.

#### **6. EMD EXEMPTION:**

THE EXEMPTION FROM PAYMENT OF COST OF TENDER AND EMD AMOUNT ARE APPLICABLE ONLY FOR THOSE NSIC UNITS WHO FULFILL FOLLOWING CONDITIONS:

Micro and small enterprises registered with a various state/central government including MSEes owned SC/ ST entrepreneurs.

- (a) SSI units should be registered with ministry of micro, small and medium enterprises, New Delhi National Small Scale Industrial Corporation(NSIC)
- (b) The unit should be registered for the item tendered only.
- (c) The monetary limit indicated in NSIC registration certificate should cover the value of item.
- (d) Registration certificate should be valid as on date of order.
- (e) Photostat copy of valid NSIC registration certificate duly attested by Notary, should be submitted as support.
- (f) Registration with DGS&D will not entitle a bidder to claim exemption from EMD.
- (g) Only parties satisfying all the above points will be considered eligible for EMD exemption and any offer not satisfying any one of the above criteria and seeking EMD exemption shall be summarily rejected.

#### **7. IMPLEMENTATION OF INTEGRITY PACT IN NTC**

Bidders are requested to go through the implementation of integrity pact in NTC which is attached as annexure. This tender is hosted on our website: [www.ntcltd.org](http://www.ntcltd.org) along with the copy of the Integrity Pact, which may be downloaded and submitted dully signed with seal, along with the tender. “Only those venders / bidders, who commit themselves to Integrity Pact would be considered competent to participate in the bidding process.

The name of the independent External monitors (IEM) is Transparency International India. (TII). This tendering process is being monitored by Independent External Monitor, Shri Ashok Kumar Tripathi Retd. District Judge, at Corporation Office of NTC i.e. (5th floor, Core –IV Scope Complex, 7 Lodhi Road, New Delhi- 110003) M. No- 9029020548 / 9911566668, e-mail: [atipathi@yahoo.co.in](mailto:atipathi@yahoo.co.in) If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact”.

#### **8 SUBMISSION OF TENDER**

- a. Prospective bidder should submit their complete offer in three separate duly sealed envelopes marked A,B,C complete bid should be submitted to Jt. Manager, Materials at NTC Ltd, (WR) Office, Mumbai on or before **22.08.2017 upto 6.00 PM.**
- b. Envelope ‘A’ should be marked **EMD** containing the D.D/Pay Order for EMD and cost of tender document in case of downloaded tender form.
- c. Envelope ‘B’ should marked **Technical Bid** containing all documents required to meet qualification criteria and tender document with all the pages signed and stamped by the bidder firm.
- d. Envelope ‘C’ should be marked **Financial Bid** containing financial bid.

- e. All the three envelop A, B, C, duly completed should be placed in an outer envelope, which shall be sealed and should contain the following information clearly.
  - i. Tender document No. & Scope of work with due date.
  - ii. Name & address of the bidder on left corner of each envelop A, B, C.
- f. If the envelops are not sealed and marked as stated above the NTC Ltd WRO, Mumbai assumes no responsibility for the misplacement or pre-mature opening of the contents proposal submitted.
- g. Bids submitted by fax telegram, fax, email shall not be entertain and shall be rejected.

**9. LATE TENDERS**

Tenders received by the NTC Ltd. Western Region, Mumbai after the specified time and due date as per tender documents shall not be eligible for consideration and shall be summarily rejected.

**10. REJECTION OF THE TENDER**

- a. NTC Ltd. Western Region, Mumbai reserve the right to accept or reject all or any of the tender without assigning any reason what so ever. It is not obligatory for the NTC Ltd. (WR), Mumbai to give any reason for their decisions.
- b. NTC Ltd. (WR), Mumbai reserve the right not to proceed with the tendering process at any time without notice or liability, and to reject any tender without assigning any reasons. NTC Ltd. Indore also reserves the right to retender without assigning any reason what so ever.

**11. TENDER OPENING**

- a. The envelop A and B containing EMD draft and authorization certificate document shall be opened NTC Ltd. (WR), Mumbai **at 11.30 AM on 23.08.2017** before the prospective bidders or their authorized representative who wish to be present and tender opening committee of NTC Ltd. (WR), Mumbai.
- b. The price bid envelop shall be kept as it is unopened.
- c. The Financial Bid / Commercial Bid of those bidders who have been found qualified in technical bid as per the document submitted for claiming eligibility criteria shall be communicated to the qualified bidder's representative by email / fax / telephone for the date and time of financial bid opening.
- d. Management has the right to postpone the opening date of technical bid and financial bid on account of any reason in that case the next date and time of opening of technical bid and financial bid shall be communicated to the qualified bidder's representative by email / fax / telephone.
- e. In the event of tender opening date as stated above falling on holiday the time of receipt and opening shall be same on the next working days.

**12. CORRIGENDUM/AMENDMENTS IN TENDER DOCUMENT**

Amendments if any in tender document shall be uploaded in website [www.ntcltd.org](http://www.ntcltd.org) only, bidders are requested to note.

**13. CONTACT DETAILS**

The prospective bidders are requested to contact the following officials for any clarifications / information regarding the tender documents etc.

<b>Name of Official</b>	<b>Contact Number</b>
Sh G. A. Shukla, Dy. General Manager, (Tech/ Mats)	022-22686603
Sh Anupam Ganguly ( Sr Manager –Tech , ACM )	9748298664

**14. SITE VISIT**

The prospective bidders are requested to visit the Arati Cotton Mills, Kolkata for collecting all detail about scope of work and other constraints before submission of tender.

**15. PRICES**

The bidder should quote their prices in prescribed price bid format only clearly and distinctively in fix rupees for all component. Price to be all inclusive. Works contract tax, if any, to be included. The offer quoted in different format shall be liable for rejection.

**16. COMPLETION PERIOD**

2 months from date of work order including 30 days of supply.

**17. PAYMENT TERMS:**

- A.** 70% of basic price of materials supply at mills site plus 100% duties & Taxes and other levies such as Transport & Insurance etc. will be release within 30 days after verification of materials and documents etc. physically and receipt certified from mills.
  - B.** 20% of Basic Price of material value plus Supervision, installation and commissioning charges (including Service Taxes) within 15 days after successful completion of the work and receipt certified from mills.
  - C.** Balance 10% of Basic price of material value shall be retained for the defect liability period of 12 months. The retention money may be release after submission of performance Bank Guarantee drawn from Nationalized / scheduled commercial Bank (excluding co-operative / rural bank) notified by RBI of equivalent amount,. The P.B.G. validity period should be valid till the completion of defect liability period of 12 months from the date of handing over. This performance Bank Guarantee will be released after successfully completion of defect liability period.
- 18. SECURITY DEPOSIT**
- a. The earnest money deposit of successful bidder shall be converted into security deposit amount against the work order. This amount will not carry any interest.
  - b. The security deposit amount shall be refunded after the successful commissioning of the machinery.

**19. GUARANTEE**

Bidder has to give guarantee of the machineries supplied & commissioned including all its components/equipment/sub system for 12 months from the date of satisfactory completion report duly verified by nominated mill officers and approved by General Manager or 18 months from the date of work order whichever is later.

The scope of guarantee shall cover free replacement of all the parts/ components/ electronic components/ machinery / equipments found not functioning/under functioning/damaged free of cost including installation cost. Any defects found in the system/its sub system/machinery / equipments will have to be attended free of cost with minimum reasonable time period for arranging engineers/spares. No lodging, boarding, travel expenses and service charges will be payable by the mill during guarantee period.

In the event of supplier failing to provide timely replacement spares/service engineer to the mill within the reasonable minimum period, management has right to engage other agencies/procure the parts from other sources the additional cost for the same shall be recovered from the suppliers.

**20. PENALTY FOR DELAY IN COMPLETION**

0.05% of contract value per week for delay. The delay shall be reckoned from the end of 2 months from the date of work order.

However, in the event of delay in providing clear site or delay in erection of machines or any other genuine reason or delay in project due to the factors beyond control of management penalty clause shall not be applicable.

For claiming waiver in such cases supplier has to inform to the management with complete detail for verification of their claim by Mills nominated officials and consultant.

Based on above verification of claim for waiver of penalty the General Manager of the Mills shall have the power for waiver of penalty.

**21. VALIDITY OF OFFER**

The offer given by the suppliers for the entire turnkey work shall be valid for 120 days from the date of opening of the tender.

**22. VALIDITY OF RATE**

The rate quoted by the suppliers for the entire turnkey work shall be valid till the completion of installation and commissioning.

**23. CONTRACT RATES**

The contractor shall not be entitled for any increase in the Price of machineries.

**24. RESOLUTION OF DISPUTES**

The Terms & Condition of this tender document shall prevail in case of any dispute arising out of this contract and any dispute directly or indirectly connected with this contract will be referred to sole arbitration of the Chairman & Managing Director of National Textile Corporation Ltd. New Delhi or any other officer appointed by the Chairman-cum-Managing Director of the corporation for this purpose. The decision of the said arbitrator shall be final, conclusive and binding upon all concerned.

**25. DRAWINGS, MANUALS & CATALOGUES**

All working drawings, manuals and catalogues as required for statutory approvals to be supplied by the successful bidder within 2 weeks from the date of issue of Letter of intent. 4 copies of "As Built" and approved drawings to be given within 2 weeks after successful commissioning and handing over and prior to submitting final bill.

**26. SUPERVISION AT SITE**

Bidders should provide competent engineering person at site for full time Supervision of erection work. They should be able to receive guidelines from us /consultant and take decision.

**27. GENERAL TERMS & CONDITIONS:**

- A. Bidders shall submit complete product details along with Reeling Machine, Bundling machine, Bale press machine specifications along with their scope of supply of spares for the above machines.
- B. Bidder shall complete delivery of Reeling Machine, Bundling machine, Bale press machine within 30 days from the date of confirm order.
- C. Product details and sketches to be supplied along with bids.
- D. The Bidder will have to follow all relevant prevailing statutory rules and regulations in the state of West Bengal pertaining to sale of product.
- E. All statutory taxes shall be applicable at the time of delivery.
- F. Party will raise tax invoice if delivery is effected from and within West Bengal. against form C outside state.
- G. Supplier has to insure the materials own FMD ( Free Mill Delivery ) basis up to Mills Go-down.
- H. Rates offered by the party shall remain and valid for period of 6 months from the date of award of purchase order.
- I. Damaged / defective materials will be returned to the Bidder at their risk and cost.
- J. Materials and workmanship warrantee of Reeling Machine, Bundling machine, Bale press machine supplied by successful Bidder shall bear the guarantee against faulty materials and workmanship for period of at least 12 months from the date of acceptance of material in the Mill.
- K. Delivery to be made at Arati Cotton Mills, Dasnagar, Howrah address.
- L. Party should submit proof of similar supply to reputed mills.
- M. RATE SHALL BE QUOTED IN FIGURES AND WORDS BOTH.
- N. EMD / Security deposit will be forfeited if the bidder fails to fulfill the terms of agreements.
- O. Bidder shall enclose qualifications & experience Certificates.
- P. In case authorized dealer are willing to quote on behalf of OEM, they will have to submit the authorization letter from the main Manufacturer.
- Q. The company reserves the right to accept / reject any tender without assigning any reason.

- R. The work order will be awarded to successful bidder, whose tender has been determined to be substantially responsive provided further that the bidder is determined to be qualified to perform the contract satisfactorily on comprehensive basis.
- S. In the event of withdrawing the offer by the supplier at any stage from date of opening of tender the entire EMD deposit along with pending payments of supplier shall be forfeited.
- T. Delivery of Goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the National Textile Corporation Ltd.
- U. Any unexcused delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; forfeiture of suppliers EMD deposit and credit amount lying with mills, imposition of liquidated damages, and/or termination of the Contract for default.
- V. If the supplier fails to deliver any or all of the equipment / material or perform the services within the time period(s) specified in the contract, The General Manager of Arati Cotton Mills, Kolkata shall take such remedial action as may be necessary including termination of contract without prejudice to its other remedies under the Contract.
- W. The General Manager, Arati Cotton Mills, Kolkata may without prejudice to any other remedy for breach of contract by written notice of default sent to the supplier terminate the contract in whole or in part:  
In the event of termination of the Contract in whole or in part, the Arati Mills, Kolkata may procure, upon such terms and in such manner, as it deems appropriate equipment / material / service similar to those undelivered and the supplier shall be liable to the Arati Cotton Mills, Kolkata for any excess costs for such similar machinery / equipments / material / service. However, the supplier shall continue performance of the contract to the extent not terminated.

**28. TRAINING**

The supplier has to insure that proper training should be provided to the staff and officials of the mills for smooth use of the machineries and its maintenance.

**29. FORCE MAJURE**

The General Manager, Arati Cotton Mills, Kolkata shall not be liable for any failure or delay in execution of contract due to any cause beyond their control including fire, floods, strikes, go-slow, lock-out, closure, pestilence dissilience dispute with staff dislocation of normal working conditions, war riots epidemics political upheavals Government actions commotion, breakdown of machinery, shortage of labour-acts, demands or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of The General Manager, Arati Mills, Kolkata. To extend the time of execution on the part of The General Manager Arati cotton Mills, Kolkata by such period as may be necessary to enable The General Manager Arati cotton Mills, Kolkata to affect execution after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

**30. JURISDICTION**

All suits or proceedings relating to any dispute or claim arising out of or in course of performance in this contract shall be filed in appropriate court having jurisdiction in the State of WESTBENGAL as case may be.

**31. ACCEPTANCE OF THE TENDRER**

We have read all the terms and condition of tender documents and we agree to abide by the same. We will supply all machinery / equipments strictly as mentioned in tender document and corrigendum to tender document. We are aware that any additional condition will not be accepted and there will be no change in scope of work.

Signature \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Contact No. \_\_\_\_\_

**INTEGRITY PACT**  
**Between**  
**National Textile Corporation Limited (NTC)** hereinafter referred to as  
**“The Principal”**  
and  
----- herein after 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 cartelization 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.
4. 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. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor 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.

5. 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)

Place.....

Date.....

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

Witness 1:

(Name & Address)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2 :

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NATIONAL TEXTILE CORPORATION LTD, MUMBAI****TECHNICAL BID**

In response to tender document for Supply of Reeling Machine, Bundling Machine & Hank Yarn Bale Press Machines for Arati Cotton Mills, Kolkata, we hereby submit our most competitive offers in prescribed technical bid format.

**1. SCOPE OF WORK**

1.1 To design, manufacture, test pack, forwarding, supervision during installation & commissioning of Reeling Machine, bundling machine and bale press machine complete with associated equipment & accessories, all as required.

**1.2 TECHNICAL DATA SHEET FOR REELING MACHINE**

<b><u>Sr No.</u></b>	<b>DESCRIPTION</b>	<b>:</b>	<b>REQUIRED</b>	<b><u>OFFERED BY TENDERER</u></b>
1	Yarn Count		40 /60	
2	No. of head in one reeling machine double sided		40 peg each side x16 M/c = 640 peg	
3	Speed of the machine (rpm)		350	
4	Size of the hank (inch)		54	
5	Normal achievable efficiency of the machine		40 %	
6	Production / machine/ day in kg		90	
7	No. of Reeling machines required		16	
8	Production capacity/ day in kg		700	
9	Room dimension			
10	Machine dimension			



**NATIONAL TEXTILE CORPORATION LTD.,(WESTERN REGION)  
NTC HOUSE, 15, N.M. MARG,  
BALLARD ESTATE,  
MUMBAI-400 001  
TEL NO. 022-22686600,  
FAX NO.022-22686631.  
WEBSITE: [www.ntcltd.org](http://www.ntcltd.org)**

**TENDER DOCUMENT FOR  
SUPPLY, INSTALLATION, TESTING & COMMISSIONING  
OF REELING MACHINE, BUNDLING MACHINE & HANK  
YARN BALE PRESS MACHINE**

**Work Address: ARATI COTTON MILLS,  
DASNAGAR,  
HOWRAH  
PIN CODE-711105  
Phone No.033-2653 0146/8870.  
Fax No.033-2653-8870**

E – Mail : araticot321@yahoo.co.in

NATIONAL TEXTILE CORPORATION LTD, MUMBAI**FINANCIAL BID**

Bill Of Quantity for Supply of Reeling Machine, Bundling Machine & Hank Yarn Bale Press Machines for Arati Cotton Mills, Kolkata. We hereby submit our most competitive offers in prescribed price bid format.

	Description	Quantity	Rate per unit	Total value
1	Reeling Machine with all associated equipment and accessories. And loading/unloading assembly as required.	16 Nos.		
2	Bundling machine with all associated equipment and accessories .And loading/unloading assembly as required.	1 No.		
3	Bale press machine with all associated equipment and accessories .And loading/unloading assembly as required.	1 No.		
A	Sub Total (1 to 3)			
B	<b>other levies</b>			
i)	Packing & forwarding charges			
ii)	Transportation charges			
iii)	Transit insurance			
iv)	Others taxes if any			
v)	Discount if any			
C	<b>Sub Total (A &amp; B)</b>			
D	<b>Tax – GST on Supply</b>			
E	<b>Total Material Cost (C+D)</b>			
F	Erection/ Supervision charges for installation and commissioning of above machines.			
G	G.S.T. on Supervision charges.			
H	<b>Sub Total ( F+G )</b>			
	<b>GRAND TOTAL (E+H)</b>			

(Total Quoted value in words

.....  
.....)

Signature and Stamp of Bidder