



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड
NATIONAL TEXTILE CORPORATION LIMITED

(भारत सरकार का उपक्रम)

(A Government of India Undertaking)



CIN NO.
U74899DL1968GOI004866

पश्चिम क्षेत्र कार्यालय: एनटीसी हाउस , 15 एन एम मार्ग, बेलाई इस्टेट, मुंबई 400001.
WESTERN REGION OFFICE: NTC House, 15 N. M. Marg, Ballard Estate, Mumbai 400 001.
दूरध्वनी / Tel. 022-22686600, फ़ैक्स / Fax- 022-22686631, Email : ntlwr.mumbai@ntcltd.org

NTC/WR/MM/CAR-HIRE/ /2018

28.12.2018

To,

Dear Sir,

TENDER DUE ON 15.01.2019

Sub: PROVIDING 4 NOS. AC CARS ON HIRE BASIS.

Sealed offers are invited for providing 4 Nos. of AC cars on Hire basis for a period of one year starting **from 1.02.2019 to 31.01.2020** as per our terms and conditions.

ELIGIBILITY OF BIDDERS:

1. Bidder should have tourist permit & submit for evidence.
2. Bidders should have minimum 5 cars in his tourist co. name.
3. The firms who are in the field of Cars on Hire basis work in Central Government Organisation /Firms, PSU etc. for the last Three years.
4. The firm should submit the Registration copy of G.S.T. along with the tenders.

EMD & Tender Fees

1. Parties are required to submit the **EMD of Rs.10,000/-** (Rs. Ten thousand only) & **Tender fees of Rs. 1000/-** (Non refundable) separately two D.D.by drawn on any Nationalized / Scheduled commercial Bank in favour of **N.T.C. Ltd., Unit – Western Region, Mumbai.** In case of successful bidders the EMD will be converted into security deposit towards performance and the same shall be returned on successful completion of contract period. EMD/Security Deposit will not carry interest.
2. EMD will be forfeited if any financial loss to the corporation due to non –full fills the terms and conditions.
The sealed offers must be deposited in the Tender Box on or before **15.01.2019** up to **2.00 pm**. The tenders will be opened at 3.00 pm on 15.01.2019 in presence of tenderers who remain present.

Thanking you
For NTC Ltd (WR)

(B, K. Roy)
Jt. Manager (Materials)

पंजीकृत कार्यालय : कोर 4, स्कोप कॉम्प्लेक्स, 7 लोधी रोड, नई दिल्ली 110 003.
Registered Office: Core- IV, Scope Complex, 7 Lodhi Road, New Delhi 110 003.
दूरध्वनी / Tel. 011-24360101, फ़ैक्स / Fax- 011-24361112, website: www.ntcltd.co.in



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Terms & Conditions for CAR on Hire Basis

1. Lump sum charges per month are to be quoted for fixed kilometers. Rates are required to be inclusive of Fuel, Maintenance, Driver Salary, Insurance, G.S.T. and incidental charges, if any. Rates to be filled in **Annexure-A** enclosed herewith.
2. The working will be for 6 days a week. Sunday or any other officially declared holiday will be treated as weekly holiday. Duty time will be 12 hours.
3. The contract will be valid for a period of one year i.e. 1.02.2019 to 31.01.2020.
4. Reporting KMS & Duty starting hours will be considered from respective Reporting Point.
5. The Car to be provided should be less than two year old and should be of 2016/2017 Model only. The Car should have all necessary permissions/ valid legal documents and one set of xerox copies of all valid documents should be kept in Car.
6. In case of breakdown replacement of car should be provided within two hours.
7. The Driver should have a valid license. He should be well behaved & dressed and should be non-alcoholic.
8. Toll & Parking charges at actual will be borne by Mill/Corporation.
9. If Bidder failed to provide cars as per directed schedule then the expenses incurred by the mill/ WRO will be deducted from the payment.
10. In case of Escalation and or Reduction in the fuel charges the rate per Km will be worked out considering avg. running of 12 KMS per Ltr. and rate so worked out will be paid.
11. Bills are to be raised on monthly basis. Bills are to be certified by the concerned Officer and ADMN/PR Dept personnel. Payment will be released within 15 days from the date of submission of bills.
12. In the event performance is not found to be satisfactory NTC reserves the right to cancel the contract by giving one month notice.
13. NTC (WR) reserves the right to accept or reject any offer partly or fully without assigning any reasons.

PAYMENT TERMS.

- A. Monthly Bill is to be submitted to respective Mills.
- B. Bills are to be certified by the concerned Officer and ADMN/PR Dept personnel.
- C. Payment will be released within 15 days from the date of submission of bills

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.

PRICES

The bidder should quote their prices in prescribed price bid format only enclosed herewith as Annexure "A". The offer quoted in different format shall be liable for rejection. **Comparative will be done on Totality basis.**

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 completion of contract period.
- c. MSME registered party who has not submitted EMD along with tender have to submit Security Deposit within 7 days from the date of LOI / Work Order, whichever is earlier.

VALIDITY OF OFFER

The offer given by the bidders shall be valid for 60 days from the date of opening of the tender.

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.

FORCE MAJURE

The General Manager of mill 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, 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 of the respective mills. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

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 MAHARASHTRA as case may be.

Accepted

Signature & Rubber stamp of the party

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.

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)
Bidder/Contractor)

(For & On behalf of

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)_____

Witness 2 :

(Name & Address) _____



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“ANNEXURE – A”

QUOTATION - FOR PROVIDING 4 NOS. AC CARS ON HIRE BASIS

Lumpsum charges per month are to be quoted for fixed kilometers. Rates are required to be inclusive of Fuel, Maintenance, Driver Salary, Insurance, Service Tax etc. and incidental charges, if any.

Name of the cars	KM PER MONTH	Amount inclusive of Fuel, Maintenance, Driver Salary, Insurance	G.S.T.		Total Amount Including G.S.T.
			%	Amount	
Swift Dezire (2 No.)	1500 KM				
Swift Dezire	2000 KM				
Swift	3000 KM				

Additional Charges to be quoted

Sr.No.	Additional Charges for	Unit	Rs. / Unit
1)	Charges for extra hours of duty beyond 12 Hrs.	Hr	
2)	Extra Charges per KM / beyond agreed KMs	KM	
3)	Driver charges for weekly Holiday.	day	
4)	Driver allowances for Outstation duty, if any	day	

Note : Comparative will be done on Totality basis.

Signature & Rubber Stamp of quoting party

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