

नेशनल टेक्स्टाइल कारपोरेशन लिमिटेड / NATIONAL TEXTILE CORPORATION LTD.

(भारत सरकार का उपक्रम/ A GOVT. OF INDIA UNDERTAKING)



फुटकर विपणन प्रभाग / RETAIL MARKETING DIVISION

35-बी, सोमसुंदरम मिल रोड / 35-B, SOMASUNDARAM MILLS ROAD

कोयम्बतूर / COIMBATORE – 641 009

फोन / Phone : 0422- 2232546, ई-मेल / E-mail : [rmd.ntcsro@ntcltd](mailto:rmd.ntcsro@ntcltd)

NTC/RMD/TPRT/2018-19/

09.01.2019

**TENDER NOTICE**

TENDER FOR TRANSPORTING CLOTH BALES/ROLLS FROM CENTRAL DISTRIBUTION DEPOT, COIMBATORE TO DIFFERENT DESTINATIONS IN TAMILNADU/ANDHRA PRADESH/TELANGANA/KARNATAKA AND KERALA.

**निविदा सूचना**

केंद्रीय वितरण डिपो, कोयम्बतूर से तमिलनाडु / आंध्र प्रदेश / तेलंगाना / कर्नाटक एवं केरल के विभिन्न स्थानों पर कपड़े की गांठें / रोल की ढुलाई हेतु निविदा ।

Dear Sir,

We are interested Transporting Cloth Bales/Rolls from Central Distribution Depot, Coimbatore to different destinations in Tamilnadu /Andhra Pradesh/ Telangana /Karnataka & Kerala with door delivery & without door delivery submit your Quotation for the following Terms & Conditions mentioned below. The rate contract will be valid for 12 months and no revision of rate will be allowed

**Annexure A.**

**Terms & Condition:**

- I. The Price bids received on the **mail id: rmd.ntcsro@ntcltd.org**, before **3pm on 30.01.2019** will be entertained. Tenders received beyond prescribed date and time will not be considered, Also tenders in the sealed envelope will not be entertained.
- II. The tenderer/transporter will have to take delivery of the Cloth bales /Rolls from Retail Marketing Division Go-down (CDD), Ground Floor, CS&W Mills, Brooke Fields Road, Coimbatore for transporting it to different destination as per **Annexure A.**
- III. Transporter will have to take door delivery of the goods from Central Distribution Depot (CDD) within 24 hours of intimation of the goods available. The Consignment should be delivered within 3 – 4 days from the date of lifting of bales from CDD, irrespective of its quantity, if the tenderer do not lift the minimum quantity from CDD; the same will be dispatched through some other transport and the difference (loss), if any will be recovered from the Tenderer.
- IV. The rates shall be quoted in the Form Annexure A. The rates quoted shall be inclusive of all charges viz. **freight, loading, unloading, hamali, statistical charges, door collection** etc., If there is any correction in the tender form, the same shall be attested with full signature of the tenderer. **The rates for door delivery at the showrooms may also be quoted separately including unloading charges.**
- V. The Period of tender is One Year. The Transporter shall have to quote the rate for one year. The Management reserves the right to finalize the tender for one year, good performance of the transporter will enable them to complete this period of one year.
- VI. The rate quoted by the tenderer when approved by the Tender Committee shall be final and binding on the tenderer throughout the contract period. The rate revision will be admissible for upward/downward in case of upward/downward revision of fuel price. However no rate revision will be admissible for any other reasons.
- VII. While transporting the bales/rolls utmost care should be taken, especially use of hooks to drag and pull the bales must not be there as the same will result in damage of the Fabric inside the bales. For any damage or loss during the transportation, the transporters will be held responsible, though the cloth bales/rolls are insured against all risks while in transit such as Fire, flood etc., transporter should be vigilant and ensure that fire accident does not occur during transit or in transshipment of bales/rolls. In case of fire accident beyond the control of

the transporter, the fact should be immediately informed to CDD by email to [rmdsro@ntcltd.org](mailto:rmdsro@ntcltd.org). Then the transporter should initiate further actions like filling FIR etc.,

Contd.....2

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Obtaining of fire report from the nearest fire station arranging for photographs of the accident, arranging for survey by surveyor etc., the transporter should also issue damage certificate/non delivery certificate in respect of the fire accident and render all possible help to CDD to process their claim with the Insurance Company within time, failing which the additional expenditure of consequential monetary loss arising out of such failure would be claimed by CDD, Retail Marketing Division from the transporter.

- VIII. An **Earnest Money Deposit of Rs.5000/-(Rupees Five thousand only)** shall be sent along with tender by means of crossed demand draft or pay order payable at Coimbatore favor of N.T.C.Ltd., The tender without Earnest Money Deposit will be summarily rejected, if your deposit is already lying with us, please give details on **Annexure –A**.
- IX. Once the tenderer is approved, it shall be binding of all terms and conditions on the Tenderer during the contract period, the successful Tenderer shall remit **Rs.25,000/-** to Retail Marketing Division as **“SECURITY DEPOSIT”** which bears no interest. The deposit is refundable on the expiry of the contract period or after delivery of all the consignment whichever is later. The Management reserves the right to adjust any loss against the security Deposit. On approval of the Tender, the tenderer shall execute an agreement with CDD in Rs.10/-Stamp paper in the format prescribed. On execution of agreement, The Earnest Money Deposit sent along with the Tender will be refunded. If any Tenderer fails to remit the Security Deposit and /or execute the agreement within ten days of intimation of acceptance, the earnest money deposit will be forfeited.
- X. In case the successful tenderer fails to perform the contract as per the aforesaid terms and conditions, then N.T.C.Ltd. Retail Marketing Division will recover the entire consequential losses from the defaulted Contractor within seven days of final notice, failing which legal proceedings will be initiated against the defaulted Tenderer.
- XI. Transporter at the time of taking the delivery of the goods from CDD must ensure that all documents are complete and perfect as per the prevailing tax and transit laws, to avoid any noncompliance of the laws.
- XII. The Tender Committee reserves the rights to accept or reject any tender without assigning any reason what-so-ever.
- XIII. Payment of freight charges will be made by cheque on production of the consignment note with acknowledgement from the consignee.
- XIV. This tender form including Annexure “A” shall be signed in each page by the Tenderer or his powered attorney and submitted on **mail id: rmd.ntsro@ntcltd.org**, before **3pm on 30.01.2019.**
- XV. Once the tender process is completed and the transporter is finalized, transporter will have to provide the integrity pact as per **Annexure B** duly sealed and signed on the following address-

**DEPUTY GENERAL MANAGER (MKTG)**  
**Retail Marketing Division,**  
**N.T.C. Ltd.,**  
**35-B, Somasundaram Mills Road,**  
**Coimbatore - 641 009. TN**

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#### DECLARATION

I/We declare that I/We have read, understood and abide by and be bound by all the above terms and conditions.

Signature & Seal of the Tenderer or  
their Authorized Agent

Place:

Date:

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**ANNEXURE A**

Sl.no	Destination	Rate/Kg	Rate/Kg (Including door delivery)
1	Attur		
2	Chennai		
3	Chengam		
4	Cuddalore		
5	Trichy		
6	Kumbakonam		
7	Madurai		
8	Mayiladuthurai		
9	Nagarkoil		
10	Neyveli		
11	Paramakudi		
12	Pattukottai		
13	Tirunelveli		
14	Ooty		
15	Bangalore		
16	Belgaum		
17	Mangalore		
18	Mysore		
19	Hyderabad		
20	Kannur		
21	Ernakulam		
22	Aluva		
23	Kollam		
24	Calicut		
25	Trivandrum		
26	Thrissur		

- Mention the delivery charges to CDD in case of goods return.

Earnest Money Deposit Rs.5000/- details: \_\_\_\_\_

## **Annexure B**

### **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)

\_\_\_\_\_  
\_\_\_\_\_

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