

# **COIMBATORE MURUGAN MILLS**

**(A UNIT OF NTC LTD)**

**METTUPALAYAM ROAD**

**POST BOX NO-7004**

**COIMBATORE-641043**

**0422-2432524, 2449388, 2430128**

**www.ntcltd.org**

## **TENDER DOCUMENT**

**FOR**

**APPOINTMENT OF TRANSPORTER FOR  
TRANSPORTATION OF GREY AND PROCESSED CLOTH  
BALES BETWEEN COIMBATORE MURUGAN MILLS,  
PROCESS HOUSES AND STOCK POINTS.**



- |  |   |
|--|---|
| 1. Last date for submission of Tender          | By 2.30 PM on 28.01.2019  |
| 3. Date opening of Tender                      | At 4.00 PM on 29.01.2019  |
| 4. Place of submission & opening of the Tender | COIMBATORE MURUGAN MILLS<br>(A UNIT OF NTC LTD)<br>METTUPALAYAM ROAD<br>POST BOX No. 7004,<br>COIMBATORE-641043 |

## **INVITATION FOR BIDS**

Sealed tenders are invited under two bid system from reputed experienced transporters for APPOINTMENT OF TRANSPORTER FOR TRANSPORTATION OF GREY AND PROCESSED CLOTH BALES BETWEEN COIMBATORE MURUGAN MILLS, PROCESS HOUSES AND STOCK POINTS.

### **1. ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER:**

- a. The bidding firms should have experience in the field of transportation of goods. Documentary proof from respective industries is required.
- b. The bidding firm should be registered with Department of State Govt. in compliance of Carriage by Road Act, 2007. Certificate to be attached.

### **2. SCOPE OF WORK**

LOADING, UNLOADING AND TRANSPORTATION OF GREY AND PROCESSED CLOTH BALES BETWEEN COIMBATORE MURUGAN MILLS, DIFFERENT PROCESS HOUSES AND STOCK POINTS.

### **4. EARNEST MONEY DEPOSIT**

- a. The prospective bidder who wishes to participate in tenders have to submit earnest money deposit of Rs. 10,000/- by Bank Draft or pay order from any nationalized schedule commercial bank (excluding co-operative / rural bank) notified by RBI.
- b. Bank draft is prepared in Name of “**COIMBATORE MURUGAN MILLS, COIMBATORE**”. The tender received without earnest money deposit shall not be accepted and earnest money deposit amount shall carry no interest.
- c. The earnest money of unsuccessful bidders may be refunded within 15 days by at par cheque on bidder’s demand.

### **6. SUBMISSION OF TENDER**

- a. Prospective bidder should submit their offer in three separate duly sealed envelope marked A,B,C. Complete bid should be submitted at **Coimbatore Murugan Mills, Coimbatore, before 2.30 pm on 28 .01.19.**
- b. Envelop ‘A’ should be marked EMD containing the EMD draft and draft towards cost of tender document in case of downloaded tender.
- c. Envelop ‘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 renderer.
- d. Envelop ‘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 also shall be sealed and should contain the following information clearly.

f. If the envelops are not sealed and marked as stated above that assumes no responsibility for the misplacement or pre-mature opening of the contents proposal submitted.

g. Bids submitted by fax, email shall not be entertain and shall be rejected.

i) Name & address of the bidder on left corner of each envelop A, B, C.

**7. LATE TENDERS** Tenders received at Coimbatore Murugan Mills, Coimbatore after the specified time and due date as per tender documents shall not be eligible for consideration and shall be summarily rejected.

## **8. REJECTION OF THE TENDER**

a. Coimbatore Murugan Mills, Coimbatore, 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 mills, to give any reason for their decisions.

b. Coimbatore Murugan Mills, Coimbatore 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. Coimbatore Murugan Mills, Coimbatore also reserves the right to retender without assigning any reason what so ever.

## **9. TENDER OPENING**

a. The envelop A and B containing EMD draft and technical bids document shall be opened at Coimbatore Murugan Mills, Coimbatore at 4.00 PM on 29.01.2019 before the prospective bidders or their authorized representative who wish to be present and tender opening committee of Coimbatore Murugan Mills, Coimbatore.

b. The price bid envelop shall be kept as it is unopened.

c. The price bid of the bidders who will be found qualified in qualification criteria shall be opened assessing qualification criteria on the same date i.e. on 28.01.18 before the prospective bidders or their authorized representative who wish to be present and tender opening officials of Coimbatore Murugan Mills, Coimbatore.

d. Management has the right to postpone the opening date of technical bid and price bid on account of any reason in that case the next date and time of opening of technical bid and price bid shall be communicated to the 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.

## **10. CORRIGENDUM/AMENDMENTS IN TENDER DOCUMENT**

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

**11. CONTACT DETAILS** The prospective bidders are requested to contact to The General Manager **Mob. 9600365592** for any clarifications / information regarding the job and tender documents etc.

**12.** The prospective bidders are requested to fill up attached integrity pact form.

**13. ACCEPTANCE OF THE TENDRER.**

We have read all the terms and conditions attached with tender document and we agree to abide by the same.

Name of the Firm \_\_\_\_\_  
Address \_\_\_\_\_ Contact  
No. \_\_\_\_\_ E-mail  
Id \_\_\_\_\_

Signature \_\_\_\_\_

(QUOTATION FORM)

**COIMBATORE MURUGAN MILLS**  
**(A UNIT OF NTC LTD)**  
**METTUPALAYAM ROAD**  
**POST BOX NO. 7004**  
**COIMBATORE-641043**

To,  
The General Manager,  
Coimbatore Murugan Mills,  
Coimbatore -43

Ref: Your advertisement/enquiry.

Ref: Transportation of fabric bales for the period from 01-02-2019 to 31-12-2019.

Dear Sir,

With reference to your above inquiry/advertisement for cloth bales transportation, we offer our lowest quotation in the enclosed proforma for the following destinations.

We have read and signed the terms and conditions given by you and we agree to abide by the same.

We are enclosing a DD No. \_\_\_\_\_ dated \_\_\_ / \_\_\_ / \_\_\_ for Rs.-10000/-payable to Coimbatore Murugan Mills, Coimbatore, \_\_\_\_\_ (Name of Bank) towards earnest money. We have read carefully the terms and conditions as enclosed, and we agree to perform the transportation work for the stations allotted to us as per these terms and conditions.

(Signature)

(Name & Seal of Transporter)

Encl : 1. Terms & conditions duly signed by transporter.

2. Information about transporter in prescribed proforma.

3. Quotation for all/selected destinations.

4. Certificate issued by Dept of state govt. under carriage by road Act 2007.

**COIMBATORE MURUGAN MILLS**

## COIMBATORE-641043

### TERMS & CONDITIONS TO TRANSPORT GREY AND PROCESSED FABRIC BALES:

- 1 The transporter should quote the rate for transportation of Grey Fabric bales of average 180 kgs. & Processed Fabric bales of average 65 Kgs. These rates should be from spot to destination including loading, unloading and other expenses like Toll, donations etc and independent of any fluctuations due to budgetary reasons, rise in cost of fuel, spare parts, etc. The rates so quoted once are valid and firm during the period of agreement.
- 2 Bales should be consigned as Door Delivery Basis to all destinations.
- 3 Addresses of transporters head office along with Branch offices at our prescribed destinations together with telephone numbers, postal addresses e-mail ID and the name of responsible person to be contacted, should be furnished.
- 4 Contracted transporters are required to provide any number of trucks as and when desired by Office/Mills representatives on any day.
- 5 Transporter must remain in constant contact with mills to know dispatch position of bales. Contracted transporter shall have to collect delivery orders from mills representatives from respective zone/branches/stations for which they must remain in contact with them. In case contracted transporter fails to collect delivery orders or delay the dispatches of bales then mill reserve the right to arrange dispatches of the bales in prevailing market rates and difference of amount will be debited to transporter Account.
- 6 It shall be the responsibility of the contracted transporters to arrange for safe transportation of goods. They have to deliver the goods in same condition as delivered to them expeditiously. The transporter has to ensure that the trucks are covered with tarpaulin and goods are delivered through the same truck in which goods are originally loaded without involving any transshipment on route unless and until it is compulsory or except in case of accident or unforeseen circumstances such as flood, breakage of roads, riots, etc. The transporter shall not carry any prohibited/illegal/goods/inflammable goods while carrying the cloth bales of the mills.
- 7 No, condition of the transporters printed on their quotations and MTRs will be acceptable unless mutually agreed to. The Corporation reserves the right to cancel work order of any transporter by giving 7 days notice in advance without assigning any reason.
- 8 The payment of freight will be made by the mill after safe arrival of goods at the destination and submission of original bills by way of Cheque / RTGS/ NEFT. No cash payment shall be made
- 9 The Corporation also reserves the right to accept, reject, negotiate or can allocate the work zone-wise/state-wise of any quotations/transporters.
- 10 Performance of work by the transporter is the main criteria for awarding the work and preference may be given to such transporter whose work was found satisfactory. In case the work of any transporter has not found satisfactory by the management in the last six months/years then the corporation reserves the right to reject/cancel the quotation of such transport company.
- 11 DD / Pay Oder should be down on should commercial Bank. DD pay order Cooperative Bank will not be accepted.
- 12 In case of any dispute the matter may be decided first by mutual discussions then through arbitration, in that case reference of dispute be referred to the Sole arbitrator who happens to be the General Manager Coimbatore Murugan Mills, Coimbatore. Or his appointed nominee. The decision of the arbitrator will be final and binding on both the parties subject to provisions of Indian Arbitration Act 1940.

- 13 The subject matter of the contract will be the jurisdiction of Coimbatore.
- 14 The transporter should ensure that all bales are loaded in the truck in good condition and on receipt if goods are found in damaged condition amount will be deducted on prorata basis assessed by mill committee.
- 15 Transporter must have certificate Issued by Department of state Govt. under carriage by Road Act.
- 16 Transporter Operators tendering quotations shall be presumed to have read understood and agreed to abide by and be bound by terms and conditions set out in clause 1 to 16, referred above.

I have read your advertisement 1 -----for transportation Grey and Processed Fabric Bales for the period -----to -----and agreed to abide by the terms and conditions incorporated therein as above.

Signature of the  
Transporter & Seal

Postal  
Address.....  
.....  
.....  
TelePhone  
No.....  
Mob.No.....  
E mail ID.....

**INFORMATION TO BE GIVEN ALONGWITH QUOTATION**

1.	Name of the partners in cased partnership firm (attach photocopy of partnership deed)	
2.	Brief synopsis of experience in the field of cloth bales. (Attach certificate of satisfactory performance from existing clients)	
3.	Photocopy of the last balance sheet showing financial standing of the transport Co. duly audited.	
4.	Complete list of the fleet of truck along with their respective RTO numbers owned by the transporters.	
5.	Name of the Bankers.	
6.	Complete list of name of representatives and addresses and telephone numbers of various branch offices of the transport in India specifically the name of their representative along with firm's address and its telephone numbers.	
7.	Certificate No. & Date issued by Department of State Govt. under Carriage by Road Act, 2007 copy to be attached.	
8.	PAN NO. Copy to be attached.	
9.	Service Tax No. Copy to be attached.	

(Name & Signature of Transporter) Address & Seal



SI No	Destination From- To	FTL 9 Tones	FTL 16 Tones	Part Load Rate/Kg
1	Coimbatore Murugan Mills -Coimbatore To			
	Chinnaravirala, RR District - Telangana			
2	Chinnaravirala, RR District-Telangana To			
	Coimbatore Murugan Mills, Coimbatore.			
3	Chinnaravirala, RR District- Telangana To			
	Puraswalkam, Chennai.			
4	Coimbatore Murugan Mills, Coimbatore To			
	Puraswalkam, Chennai.			
5	Puraswalkam, Chennai To			
	Coimbatore Murugan Mills, Coimbatore			
6	Coimbatore Murugan Mills, Coimbatore To			
	TCTP Mills, Bhavani Main Road - Erode.			
7	TCTP Mills, Bhavani Main Road - Erode To			
	Coimbatore Murugan Mills, Coimbatore			
8	TCTP Mills, Bhavani Main Road – Erode To			
	Puraswalkam, Chennai.			

**ANNEXURE**

**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.
- c. 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.
- 1 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.
  - 2 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.
  - 3 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)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Witness 1:

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

Witness 2 :

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