



राजनगर टेक्टाइल मिल

नेशनल टेक्टाइल कोर्पोरेशन लिमिटेड की इकाई
(भारत सरकार का उपक्रम)

उत्तर गुजरात पटेल नगर सोसायटी के सामने,
बाबुपुरा, हरिपुरा, असारवा, अहमदाबाद 380 016

दूरभाष: (079) 2216 5729 फैक्स: (079) 2658
8886

ई-मेल: - rnmkt@yahoo.com

RAJNAGAR TEXTILE MILLS

A unit of NATIONAL TEXTILE CORPORATION LTD.
(A Govt of India Undertaking)

Opp. Uttar Gujarat Patel Nagar Society,
Babupura, Haripura, Asarwa, Ahmedabad 380016

Ph: - (079) 2216 5729

Fax: - (079) 2658 8886

E-mail:- rnmkt@yahoo.com

To: _____

INQUIRY NO.10/WASTE/SALES/18-19

DATE: - 03 Nov. 2018

Dear Sir,

We shall thank you to quote your highest rates on or before 2.00 p.m. dated 17.11.2018. The tender shall be submitted to us in sealed envelope along with EMD of Rs.10,000/- by D.D / On line Cheque of any Nationalized bank favoring "**Rajnagar Textile Mills**" Payable at **Ahmedabad Only**. The tender received without E.M.D. will not be considered. Please mention on sealed cover "**TENDER FOR WASTE SALE**"

The Mill reserves the right to accept or reject all or any tenders or may sell a portion of the waste materials tendered for without assigning any reasons whatsoever. The cost of tender Form is Rs.100/- to be given separately by Cash /D.D./ Online Cheque in our favor, in case if you download the Tender from website, you will enclose DD/ Online Cheque of Rs.100/- for each document payable at Ahmedabad only, towards the cost of tender document mentioning tender document cover and EMD **Rs.10,000/- should be send in separate cover mark as "EMD OF WASTE SALES TENDER"**, which please take the note of it.

Thanking you,

yours faithfully,

General Manager

Sr. No	Variety of Waste	Approx. (Kgs.)	Rate Per 100 Kgs.	
			(Figure)	Rate In Words
1	Likrin Waste	65000		
2	Flat Waste	10000		
3	Sweeping Waste	6000		
4	Hard Waste	3000		
5	Unsize Hard Waste	2000		

Rubber Seal/Stamp/Sign of

Firm RAJNAGAR TEXTILE MILLS
BANK NAME:- CORPORATION BANK
BRANCH:- NAVRANGPURA, AHMEDABAD
ACCOUNT NO.:- 033500201003826
IFSC CODE:- CORP0000335
TERMS & CONDITIONS :

- 1) The tenderers have to deposit with the mill interest free tender deposit (EMD) of Rs. 10000/- by demand draft payable at Ahmedabad along with the tender. The tender deposit amount will be adjusted in last invoice but will be liable to be forfeited if any of the terms & conditions of contract are not fulfilled by the tenderers. Unsuccessful bidders will get back EMD within 3 days after opening of the tender and if bidders

Page 1 of 7 Regd. office: SCOPE Complex, Core IV, 7, Lodhi Road, New Delhi
110 003

पंजीकृत कार्यालय : कोर- 4, स्कोप कोम्प्लेक्स 7, लोधी रोड, नई दिल्ली 110003



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want to continue the EMD for next tender, tender has to inform the mill in writing for continuation of EMD for next bid.

- 2) The cost of tender form fee Rs. 100/- (non refundable) may be paid in cash or a DD/ at par cheque be enclosed when the tender form is downloaded from our website.
- 3) Tenders without tender form fee & Tender deposit (EMD) of Rs.10000/- will be invalid and will not be considered in the tender process.
- 4) The tenderers should quote the Ex-mill rates/Qtl. (Applicable GST and any other Govt. charges & Handling carrying charges will be charged extra).
- 5) Tenderers will have to take delivery of the allotted goods immediately as and when offered by the mills against full prepayment by At par cheque or Bank Draft on any Nationalized Banks payable at Ahmedabad. Deliveries against payment by cheque will be effected only after realization of cheque. If the delivery is not taken within 15 days from the date of intimation, the interest @ 18% p.a. & carrying charges @ Rs. 2/bale/day will be imposed. Delivery with interest & carrying charges be conducted within 8 days and thereafter the tender will be automatically cancelled and EMD / Security deposit will be forfeited.
- 6) We wish to inform you that the quantity of waste (Kgs) shown in above table may vary by +/- 5%.
- 7) Tender together with Tender deposit must reach the mills on or before **17.11.2018 by 2.00 pm.** and the Tenders will be opened on same day at 4.30 pm. In case, if any Member of Management Committee is not present the tender will be opened on next working day.
- 8) Tenderers will be allowed to inspect the materials after producing Tender Form Fee Receipt in the concern dept. on any working day except mill holiday, during 11.00 am. to 4.00 pm. The items covered in the tender will be shown to the tenderers or their authorized representatives only, on any working days during 11.00 am. to 4.00 pm.
- 9) No withdrawal of tender will be permitted during & after the tender period.
- 10) Quantity variety wise given in the list are approximate and hence they will be subject to variation, either ways.
- 11) The successful tender has to lift the material from the loading point at their own cost, risk & responsibilities.
- 12) Since the material is damaged, defective & remnants it will be sold on no claim basis and the packages will be of non standard weight.
- 13) The mill management may accept or reject any or all offers/items/tenders without assigning any reasons whatsoever.
- 14) The tendered items are not transferable and deliveries against resale directly from the mill is not allowed.
- 15) All suits & proceedings relating to any dispute or claims arising within or in course of performance of this tender shall be filed in the appropriate court at 'Ahmedabad' only.
- 16) The tender should mention their GST No., PAN No., Bank Account, Name & Branch in tender form.
- 17) The Materials are sold strictly on "AS IS WHERE IS" basis and the intending tender must take physical inspection of the materials lying in the mills premises and satisfy themselves as to the condition of the material offered for sale prior to the submission of tender. No complaint or claims will be entertained by the mill management for any shortage, defect, fitness for specific purpose for use etc. and it shall be construed that the tender have duly inspected and satisfied themselves about the materials before submission of the tender.
- 18) No warranty or guarantee regarding the quality / quantity shall be entertained by the mill management. The management reserves the right not to sell the materials at any time during the transaction without giving notice or assigning any reason whatsoever in which case no forfeiture of the earnest money deposit shall be made in respect of the item concerned.
- 19)



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- a) The mill Management reserve that right to accept or reject all or any tenders or sell a portion of the materials tendered for, to one or more tender without assigning any reason whatsoever or may reduce the contractual period / quantity / then what is stipulated in the tender.
 - b) Tender should quote the offers for the full quantity offered under any item /items, offers for quantity under any item /items. Payment of part E.M.D. will not be considered. Offers in the enclosed form should be sent in sealed cover together with enclosed form of terms and conditions of the tender duly filled in and signed on each page. Rates offered shall be specific amounts in figures and words and not relative offers with reference to the rates of other tender or tender. Relative offers as above will be liable to summarily rejection.
 - c) Tender who are forwarding the tender documents by Post / or Registered Post should ensure that the documents should reach the mills office before the last date of tenders. No delay including postal delay or on any ground will be considered. The Tender deposit Rs. 10000/- as mentioned in the offer form has to be deposited along with the tender by Demand Draft /Pay order of any Nationalized Bank and Payable at Ahmedabad drawn in favor of the RAJNAGAR TEXTILE MILLS. The earnest money in any other form e.g. Cheque, Bank guarantee, bid bonds etc. will not be accepted.
 - d) In case the sale value is not paid by a Demand Draft in favor of RAJNAGAR TEXTILE MILLS within the periods prescribed i.e. 15 days from the date of intimation to the successful tender, then the contractual obligations of the mill will stand terminated and the earnest money shall be forfeited. The mill management shall then be free to sell the material to any other tender or call fresh tenders as they may deem fit.
- 20) No interest, what so ever, will be payable on the earnest money deposit. The earnest money deposit in case of the unsuccessful tenders will be refunded after the contract is awarded to the successful tender or after the expiry of the contract as the sole discretion of the mill Management and in case of the successful tenderer the earnest money deposit will be appropriated towards the value of the tendered item immediately on and to the extent of acceptance of their offer.
 - 21) The tender offers shall be valid for acceptance for a period of one month days from the date of opening of the tender.
 - 22) Once the payment of the material is received the materials shall be and remain in every respect at the risk of the tender from the date of acceptance of this offer by the mill and the mill shall not be under any liability for the safe custody or preservation there of from that date till the date of final removal.
 - 23) In the event of the materials sold being found to be deficient in quantity and /or quality as stated in the tender, the tender shall have no claim whatsoever against the mill for recovery of the whole or any part of the payment or any loss of profit/ interest/ damage and otherwise etc.
 - 24) It should be noted by the tender that by entering into this contract, the mill management is not prevented from entering into similar contract, with anyone else of their choice, at any time during the subsistence of this contract
 - 25) The tender are advised to go carefully through the terms and conditions of the sale before submitting the tender.
 - 26) Any amendments made even after the issuance of the tender documents to tender, the same shall stand binding to the original tender and form a part of it.
 - 27) **FORCE MAJEURE**
The mill shall not be liable for any failure or delay in performance due to any cause beyond the control including fires, flood, strikes, go slow, lock out, closure, Pestilence, dispute with the staff dislocation of normal working condition, war, riots, epidemics, breakdown of machineries, shortage of labour, demands or otherwise or any other cause or conditions beyond the contract consequences may operate at the sole discretion of the management to effect performance after the cause of delay shall have ceased to exit. The provisions aforesaid shall not be limited or abrogated



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by any other terms of the contract.

28) TENDERER MUST ENSURE WHILE SUBMITTING TENDER THAT

- Every page of the tender form is signed before submitting the tender.
- In all cases rates quoted against individual item/lots are put in words and figures.
- All alteration and overwriting in the tender form submitted are duly authenticated.
- That the annexure giving details of statement of E.M.D. in form of D.D./ Pay Order deposited

Should be duly filled and signed by the tenderer and send it separately marking as
"EMD OF WASTE SALES TENDER"

- TENDER RECEIVED WITHOUT REQUISITE E.M.D. & TENDER FORM FEE SHALL BE
SUMMARILY REJECTED

- Successful bidder must deposit 10 % amount of the total value within one Week period to continue the Waste Sale Order.

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

- The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 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.
 - 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.
 - The Principal will exclude from the process all known prejudiced persons.
- 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)

- 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.
 - 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.
 - 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,



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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

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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.



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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 11 his 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)

(Office Seal)

Place.....

Date.....

(For & On behalf of Bidder/Contractor)

Witness 1:

(Name & Address) _____

Witness 2 :

(Name & Address) _____

Place: AHMEDABAD

Date:

General Manager
Rajnagar Textile Mills

Name of Firm:- _____

Address:- _____

Mob. No./ Ph.No:- _____

GST No.:- _____

PAN No.:- _____

BANK NAME & BRANCH:- _____

ACCOUNT NO:- _____

We hereby agree with the above terms & conditions.

(Party's stamp & signatures)