



NEW MINERVA MILL

(A Unit of NTC Limited, Government of India Undertaking)

KIADB Plot No. 51, 52 & 53, Hanumanthapura post & village,

Textile S E Z, HASSAN-573 128

Phone: 08172- 243891

E-Mail ID: & nmmhassan@yahoo.in TIN –29680836069

Ref: NMM/GM/PURCHASE/2019- 2020/

Date: 24.04.2019

TENDER NOTICE

Sealed Tenders are invited by the undersigned from Merchants and others dealing in **used/scrap of damaged paper cones and corrugated boxes** to purchase **damaged paper cones and corrugated boxes** in our mills on the following terms and conditions:

1. Every Tender should be sent in a Sealed Cover addressed to the **General Manager, New Minerva Mill, and Hassan** so as to be received by him not later than **3.00 pm on 30.05.2019**
2. The sealed covers of the tenders should be super scribed on the top as “**TENDER FOR USED/SCRAP OF DAMAGED PAPER CONES AND CORRUGATED BOXES AVAILABLE AT NEW MINERVA MILL, HASSAN**”.
3. The Tender should be accompanied by **Tender Deposit without carrying interest (Earnest Money Deposit) of Rs.5000/- (Rupees Five Thousand only) per tender by means of the “Account payee” Pay order/Demand Draft drawn in favour of NEW MINERVA MILL, Hassan,** on any Nationalized/Scheduled Bank payable at Hassan and payment by any other means will not be accepted nor recognized in any case and tenders not accompanied by the Tender Deposit will be summarily rejected.
4. The Tenderer should specify their offer of rates in the enclosed forms only (Annexure-1) for each item both in figures and in words only. The Tender should be submitted only in the prescribed Annexure-1 enclosed.
5. The prices offered should be exclusive of taxes and for delivery ex. New Minerva Mill, Hassan. Duties and all taxes/levies will be charged extra at the rates applicable from time to time, at the time of delivery (As per Govt. rules) TCS will be collected as per the statute
6. The materials mentioned in the Annexure can be inspected at the premises of New Minerva Mill on any day (**except Sundays and Holidays**) **between 10.00 AM and 4.00 PM**
7. The allotted materials should be accepted by the Tenderers in “**AS IS WHERE CONDITION**”.
8. The Tender will be opened by the Tender Committee of the mills **at 3.30 PM on 30.05.2019** in the presence of such of those tenderers who will be present at that time.
9. The rates quoted shall be valid for the allotted party for the entire quantity allotted.
10. Allotment letters will be issued to the H1 party for the entire quantity and the Proforma Invoice will be issued for dispatch.
11. The rate quoted for the material should be only for the rate of materials per kgs only.

12. The **Management [NMM]** reserves the right to postpone the time and date of opening of the Tender without assigning any reason thereof.
13. The **Management [NMM]** reserves the right to accept/negotiate/reject any offer for any item either in whole or in part on its discretion without assigning any reason thereof.
- a) In case of failure to remit the amount by the Tenderers within 15 days from the date of receipt of Proforma Invoice then we shall dispose the items allotted at their (Tenderer) risk and responsibility. In additions mill will forfeit the EMD and recover the loss on resale and/or damage on account of default apart from black listing the defaulter.
 - b) If the party fails to lift allotted material after making payment within 10 days of payment, the party should pay Ground Rent @ 18% P.A on the Proforma Invoice from 11th day of the payment to 30th day of the Proforma Invoice. In other words, the allotted party should clear allotted quantity before 7th of the succeeding month of the Tender.
14. On receipt of intimation by Proforma Invoice, the tenderer should arrange to remit the full value of material.
15. The Earnest Money Deposit of the Tenderer whose tenders are not accepted shall be returned to them after opening of the tenders and finalizing tender. Normally through at par cheque /pay order/ DD within 30 days.
16. Time is the essence of the contract under this tender.
17. This mill being one of the units owned by NTC Ltd, New Delhi, reserves the right to withhold the tender deposit and any other amounts standing to the credit of the Successful tenderer with any one or more of the sister units/mills/divisions of NTC Limited and such amounts are liable to be adjusted against the dues to the above said other unit mills/divisions and further that during the pendency of fulfillment of contractual obligation under this tender, the contract may also liable to be cancelled by us consequent to any dispute or breach of contract with other unit mills/divisions of NTC Limited.
18. The Earnest Money Deposit will be returned only after clearing entire allotted Quantity and submission of required forms to mill.
19. The approximate quantities of materials, expected to be collected per quarter is given in the said Annexure. However, the actual quantity which may be (+) or (-) 25% of the approximate quantity as intimated by us, stated vide Clause (15) above will have to be paid for and lifted in full. The removal of **damaged paper cones and corrugated boxes** paid for, will be subject to the Rules and Regulations in force regarding the issue of such items. The obligation to supply materials will however be subject to benefice requirements on the part of the mills for transfer to any of their sister units or of their own consumption, in which event, the mill will be absolved of their liability to supply.
20. At the time of taking delivery of materials, the Tenderer should accept the mill weight marked on the material. If any approved tenderer want to reweigh the material, before taking delivery the same will be permitted at their cost and mills convenience.
21. Any dispute or difference between the mills and tenders with regard to matters concerned under this tender notice or any matter incidental thereto shall be subjected to the jurisdiction of Hassan Court.

22. The following clauses are inserted w.e.f 01.07.2017 in conformity with GST compliance:

- **Representation and Warranties Clause:** Vendor has to submit representation that they are registered under GST and compliant of GST provisions.
- **Indemnity Clause:** An indemnity clause is inserted and applicable in such case of non compliance by the Vendor of the GST provisions and blockage of any input tax credit, they shall be liable to indemnify the NTC Limited.
- **Review / Audit Right:** Management has the right to review the Vendor/ supplier documents to ensure that they are tax-compliant.

Other Terms:

- Contract price/value shall be exclusive of GST/tax.
- In case, GST collected is not deposited by the supplier to the Govt., it is to be deducted from the dues payable or recoverable from the supplier.
- The contract can come to an end if the GST rating of the vendor falls below a particular limit.
- The payment to vendor will be subject to deduction of tax under GST at the prescribed rate, if any required.
- The vendor is liable to ensure the payment of GST Tax collected from company within the required time. This is required to safeguard availability of input tax credit to the company.
- Any amount collected as tax by the vendor but not remitted to the Central/State Government is required to make the payment forthwith regardless of whether the related supplies are taxable or not.
- The vendor / customer needs to be disclosed if they are 'related persons' to the company.
- Goods shall be deemed to be received by the company when the supplier delivers the goods to the recipient / any other person, on the direction provided by the company to the supplier.

The vendor is liable and bound to rectify its returns (GSTR-1/GSTR-3) within the required time period in case there is any error or omission which needs to be corrected/rectified (accept or modify) pursuant to amendments done by the company in its GSTR-2, if any for any period

23. Before taking the delivery of material parties must take the permission letter from authorized officer (Custom officer), KAIDB SEZ HASSAN.

24. The tenderer should come for taking delivery on all working days except Saturday, Sunday and holidays during office hour. In the absence he can authorize person with authorization letter or can endorse the goods to another registered party.

25. For each invoice the Bill of Entry' charges of Rs 200/- will be charged if not filed directly by the buyer.

26. The following are the subject to the discretion of the management :

- a) Any allotment /cancellation of tender
- b) Any penalty or relaxation
- c) Any other discrepancy if found, the decision of management will be bounded.

27. **IMPLEMENTATION OF INTEGRITY PACT IN NTC:** Tenderers are requested to go through the implementation of Integrity Pact in NTC which is attached as Annexure. This tender is hosted on our official website: www.ntcltd.co.in along with the copy of the Integrity Pact, which may be downloaded and submitted duly signed with seal, along with the tender. "Only those vendors/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 Kalyan Chand, IRS (Retd) at Corporation Office of NTC i.e. (5TH Floor, Core-IV, Scope Complex, 7 Lodhi Road, New Delhi.110003) M.No.9968095320. If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact".

28. **.All payment towards damaged paper cones and corrugated boxes shall be made through RTGS as per details given below:**

Account Name : NATIONAL TEXTILE CORPORATION LTD (UNIT NEW MINERVA MILL)
SBI A/C No : 33090858071
IFSC CODE : SBIN0005622
BRANCH : SBIHASSAN BRANCH

General Manager

ACCEPTANCE

I/We, the undersigned, do hereby accept to abide by all the above terms and conditions.

Signature of Tenderer
With seal and date

CC To: Purchase Division, NTC, SRO

INTEGRITY PACT
Between
National Textile Corporation Limited (NTC-SRO) 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) _____

NEW MINERVA MILL, Hassan

Ref: NMM/GM/purchase/2018-19/

Date:24.04.2019

From

.....
.....
.....
.....

TIN NO:
PAN NO:
CST NO:
IE CODE:

FORMAT FOR OFFER OF TENDER –ANNEXURE-1

Sl No	Item description	Approximate Quantity (Kgs.)	Rate offered (in Rs.) per Kgs. (In Figure)	----- ----- (In Words)
1	Used/scrap of damaged paper cones & corrugated boxes	3,000 kgs		

Date:

Signature of Tenderer
With seal and date