

**Arati Cotton Mill, Dasnagar, Howrah**  
**National Textile Corporation Limited**  
(Govt. of India Undertaking)  
Website: [www.ntcltd.co.in](http://www.ntcltd.co.in)

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**TENDER DOCUMENT FOR SALE OF COTTON WASTE (BRD)  
FOR  
ARATI COTTON MILLS**

Tender Notice No. ACM/Sales/2019-20/ 01

Date - 01.07.2019

Cost of Tender Document **Rs. 200.00**

If Tender Document is downloaded from our website, a DD in favour of National Textile Corporation Ltd, Unit: Arati Cotton Mills must be enclosed for Rs. 200/- along with bid.

- |                                       |                                     |
|---------------------------------------|-------------------------------------|
| 1. Last date for submission of tender | Up to 2.30 PM. on <b>15.07.2019</b> |
| 2. Date of opening of tender          | At 3.00 PM. On <b>15.07.2019</b>    |
| 3. Place of submission & opening of   |                                     |
- The tender Arati Cotton Mill Dasnagar, Howrah

## **TENDER DOCUMENTS FOR THE SALE OF WASTE**

### **Sub: Selling of Blow Room Dropping.**

Please Find enclosed herewith the tender documents with terms & condition of the waste sale. The tender shall be submitted to us in sealed envelope along with E.M.D. Rs. 15000/- only by D. D from any nationalize bank in favor of **“NATIONAL TEXTILE CORPORATION LTD, UNIT: ARATI COTTON MILLS.” Payable at Kolkata only.** The Tender received without E.M.D. will not be considered. Please mention on sealed cover - **“TENDER FOR WASTE SALE”**

**Empanelled dealers** are exempted from E.M.D value.

The Sealed Tender must reach to us on **15.07.19** or before up to 2.30 pm. with requisite E.M.D., which will be opened on **15.07.19** at 3.00 P.M. in presence of tenderers, who wish to remain present. The mills reserve the right to accept or reject any or all tenders or sell a portion of the materials tendered for, without assigning any reason whatsoever. The tender document should be collected from the Mills office by paying the tender document fee Rs. 200/- by cash on any working days during the office hours. In case if you download the Tender from our website [www.ntcltd.org](http://www.ntcltd.org) the cost of Tender Form Rs. 200/- to be sent separately by D.D./Cash/Online cheque in our favour.

**CONTRACT FORM FOR SALABLE BRD****ANNEXURE 1****Name & Address of the Bidder**

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<b>Last Date &amp; Time of Bid submission</b>	<b>At 02.30 pm. 15.07.19</b>
<b>Bid opening Date &amp; Time</b>	<b>At 03.00 pm. 15.07.19</b>

Telephone/Mobile No.....

E-mail address.....

GSTN No. \_\_\_\_\_

TIN No. \_\_\_\_\_

PAN \_\_\_\_\_

Bank A/c No. ....

Name &amp; address of the Bankers.....

Sl. No.	Variety of Waste Sale	Approximate Quantity In (Kg.)	Rate per Kg. excluding GST*	
			Rate in Figure	Rate in words
1	BRD	10000		

**\*Note: Item wise GST will be charged as applicable****Parties Stamp and signature**

## **TERMS & CONDITIONS :**

1. The tenderers have to deposit with the mill interest free tender deposit (EMD) of Rs. 15000/- only by demand draft payable at Kolkata alongwith the tender. The tender deposit amount will be adjusted against material value. It will be refunded in case unsuccessful tender.
2. The cost of tender form is Rs. 200/- (non refundable) to be paid in Pay Order or a DD and to be enclosed when the tender form is downloaded from our website. Tenders without tender form fee & Tender deposit (EMD) of Rs.15000/- only will be invalid and will not be considered in the tender process.
3. The tenderers should quote the Ex-mill rates/kg excluding GST.
4. Tenderers will have to take delivery of the allotted goods immediately as and when offered by the mills against full prepayment by Pay Order or by Demand Draft on any Banks payable at Kolkata.
5. Tender together with Tender deposit must reach the mills on or before **15.07.19 by 2.30 pm.** and the tenders will be opened on same day at 3.00 pm.If the tenderers wish to remain present during opening of the tender they may remain present.
6. ACM will inform the H-1 parties (highest bidders) of individual disposable items by e-mail and will advise to deposit entire fund including GST by NEFT/RTGS, Bank Draft, **within 3 (three) working days from the date of issue of acceptance letters by ACM.** In case of failure to deposit entire fund by the highest Bidder(s) within 3(**three**) working days, another 2(**two**) working days will be allowed along with a late payment fees at rate of 0.5 percent(%) on the total value paid by party (s). The tenderer shall have no claim whatsoever on the materials remaining un-cleared and the amount paid to ACM at the expiry of the said period, ACM has the right to dispose of such materials in any manner it likes and the tenderer will have no right whatsoever to any compensation.
7. The successful tenderer has to lift the material from mill godown with their own cost, risk & responsibilities within 4 working days.In case of failure of lifting **within 4 (four) working days** of issuance of DO (including date of issuance of DO), the dealers have to pay Ground rent @1% per week or part thereof of total remaining value of un-lifted materials up to another **14 (fourteen) working days from the date of expiry of free period.** If the selected Dealers fails to lift the materials within 14 (fourteen) working days other than situation beyond their control like natural calamity, the Dealers shall have no claim whatsoever on the materials remaining un-cleared and the amount paid to ACM at the expiry of the said period, ACM has the right to dispose of such materials in any manner it likes and the Dealers will have no right whatsoever to any compensation.
8. The mill management may accept or reject any or all offers/items/tenders without assigning any reasons whatsoever.
9. The tendered items are not transferable and a delivery against resale directly from the mill is not allowed.
10. All the sealed tenders will be opened before the mill management committee and the successful tenderer will be intimated immediately after finalization of the tender.

**Parties Stamp and signature**

11. 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 'Kolkata' only.
12. The tenderer should mention their TIN No., GSTN No., & PAN No. & Bank Account, Name & Branch in tender form.
13. The Materials will be sold strictly on "**AS IS WHERE IS**" basis and the intending empanelled waste dealers 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 tenderer have duly inspected and satisfied themselves about the materials before submission of the bid.
14. No warranty or guaranty 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.
15. The mill Management reserve that right to accept or reject any or all tenders or sell a portion of the materials tendered for, to one or more tenderers without assigning any reason whatsoever or may reduce the contractual period / quantity / than what is stipulated in the tender.
16. Tenderers 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 tenderers. Relative offers as above will be liable to summarily rejection.
17. Tenderers 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 EMD Rs.15000/- and tender form fees Rs 200/-as mentioned in the offer form has to be deposited along with the tender by Demand Draft /Pay order of any Bank and Payable at Kolkata drawn in favor of the **NTC Ltd., Unit Arati Cotton Mills Howrah**. The earnest money in any other form e.g. Cheque, Bank guaranty, bid bonds etc. will not be accepted. Adjustment of previous deposits with mills against earnest money is not permissible under any circumstances.
18. In case the sale value is not paid by a Demand Draft in favor of NTC Ltd., Unit Arati Cotton Mills, Howrah payable at Kolkata within the periods prescribed i.e. 15 days from the date of intimation to the successful tenderer, 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 tenderer or call fresh tenders as they may deem fit.

**Parties Stamp and signature**

19. 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 tenderer 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.
  20. The tender offers shall be valid for acceptance for a period of 15 days from the date of opening of the tender.
  21. Once the payment of the material is received the materials shall be and remain in every respect at the risk of the tenderers 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 thereof from that date till the date of final removal.
  22. In the event of the materials sold being found to be deficient in quantity as stated in the tender, the tenderer 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.
  23. It should be noted by the tenderers 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
  24. The tenderers are advised to go carefully through the terms and conditions of the sale before submitting the tender.
  25. Any amendments made even after the issuance of the tender documents to tenderers, the same shall stand binding to the original tender and form a part of it.
  26. All the charges of packing and forwarding, if any, material handling labour, transport etc. to be borne by the successful bidder at the time of taking delivery from mill. Normally several bags are used for keeping the Soft waste and Hard waste, hence, successful bidder should return said numbers of bags at the time of taking delivery, otherwise, the cost of the bags along with GST is to be paid by the bidder.
- Mills reserves the right to accept in part or full or reject the tender without assigning any reason.**

**Parties    Stamp    and    signature**

## **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 acts, 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 by any other terms of the contract.

## **28. TENDERER MUST ENSURE WHILE SUBMITTING TENDER THAT**

- a. Every page of the tender form is signed before submitting the tender.
- b. In all cases rates quoted against individual item/lots are put in words and figures.
  - i. 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 filed and signed by the tenderer.
  - ii. TENDER RECEIVED WITHOUT REQUISITE E.M.D. & TENDER FORM FEE SHALL BE SUMMARILY REJECTED.

**Parties Stamp and signature**