



NATIONAL TEXTILE CORPORATION LTD. [WESTERN REGION]
(Government Of India Under taking)
NTC House, 15. N.M. Marg, Ballard Estate,
Mumbai – 400 001
Tel – 22686600
Fax 22 – 22686631
www.ntcltd.org

TENDER DOCUMENT FOR RATE CONTRACT FOR
SUPPLY OF REINFORCEMENT TOR STEEL & MILD STEEL
BARS FOR NEW BHOPAL TEXTILE MILL, BHOPAL, UNIT
OF NATIONAL TEXTILE CORPORATION Ltd., WESTERN
REGION.

COST OF TENDER FORM	: Rs. 1000/- by way of DD
SALE OF TENDER DOCUMENT	: 10.06.2019 TO 01.07.2019 up to 2.00 PM
LAST DATE OF TENDER SUBMISSION	: 01.07.2019 up to 5.00 P.M.
DATE OF TENDER OPENING	: 02.07.2019 at 11.30 A.M.



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड
NATIONAL TEXTILE CORPORATION LIMITED

(भारत सरकार का उपक्रम)
(A Government of India Undertaking)



CIN NO.

U74899DL1968GOI004866

पश्चिम क्षेत्र कार्यालय : एनटीसी हाउस , 15 एन एम मार्ग, बेलाई इस्टेट, मुंबई 400001.
WESTERN REGION OFFICE : NTC House, 15 N. M. Marg, Ballard Estate, Mumbai 400 001.
दूरध्वनी / Tel. 022-22686600, फ़ैक्स / Fax- 022-22686631, Email : ntcwr1@mtnl.net.in

NTC(WR)/MM/CEMENT/2019/

Date : 10.06.2019

INVITATION FOR BIDS (IFB)

National Textile Corporation (WR), Mumbai invites sealed tenders from Original Manufacturer, Authorized Dealers for Rate contract for supply of following reinforcement tor still & mild steel bars to New Bhopal Textile mills under NTC Ltd., (WR) Mumbai for the period of One Year i.e. Aug 2019 to July 2020.

Sr. No.	Description	Approximate Quantity
	<u>REINFORCEMENT TOR STILL & MILD STEEL BARS FE 415</u> Make : TATA/SAIL/RINL/JSW/JSPL/ELECRTOTHERM	52 Metric tons
3.	As per IS: 2502 / IS: 2751/ IS: 1786 (1979)	

ELIGIBILITY CRITERIA :

- 1) Bidder should be Original Manufacturer / Authorized dealers.
- 2) Bidder should have submitted one similar work order for supply of 50 Metric tons steel in last two year.
- 3) During last two year Average Annual turnover at least 15 lacs / year.
- 4) G.S.T. No. (Submit Registration certificate)

Note:- Signed, stamped and sealed Tender documents along with Integrity Pact should be submitted along with Tender (if you do not submit above, Tender will be rejected.)

EARNEST MONEY DEPOSIT

- a. The prospective bidder who wishes to participate in tenders will have to submit **earnest money deposit (EMD) of Rs. 25,000/- (Twenty Five Thousand only)** on totality basis by D.D/Pay Order from any Nationalized Bank/ Nationalized Scheduled Commercial Bank (excluding Co-Operative / Rural Bank) notified by RBI.
- b. D.D / Pay Order to be drawn in Name of **"N.T.C. Ltd., Unit - Western Region"** , payable at Mumbai.
- c. The tender received without earnest money deposit shall be rejected out rightly.
- d. The earnest money of unsuccessful bidder will be refunded after finalization of Contract by at "Par Cheque."
- e. The earnest money of Successful Bidder will be converted into **Security Deposit** & will be refunded after successful completion of contract. This amount will not carry any interest.

EXEMPTION FROM EMD & TENDER COST(Concession/Exemption for MSEs Entrep.)

For granting the MSEs necessary concession / exemptions as per Govt., directives, bidders are requested to submit a valid registration certificate copies issued by the Concerned Authorities. The bidder has to specify whether they are Micro or Small Enterprises and if so, whether they are owned by SC/ST Entrepreneurs & Women Entrepreneurs.

IMPLEMENTATION OF INTEGRITY PACT IN NTC

Bidders are requested to go through the implementation of integrity pact in NTC which is attached as annexure. This tender is hosted on our website: www.ntcltd.org along with the copy of the Integrity Pact, which may be downloaded and submitted dully signed with seal, along with the tender. "Only those venders / 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 Ashok Kumar Tripathi Retd. District Judge, at Corporation Office of NTC i.e. (5th floor, Core –IV Scope Complex, 7 Lodhi Road, New Delhi- 110003) M. No- 9029020548 / 9911566668, e-mail: atipathi@yahoo.co.in If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact".

SALE OF TENDER DOCUMENTS:

1. Tender document can be purchased at a cost of Rs 1000/- (non refundable) by **DD / Pay Order** drawn on any Nationalised / Scheduled Commercial banks notified by RBI (excluding co-operative / rural banks) in favour of "**N.T.C. Ltd. Unit-Western Region**" payable at Mumbai, during office hours on any working date **from 10.06.2019 to 01.07.2019 up to 2.00 P.M.** from Materials Department of NTC (WRO).
2. For further details kindly log on to NTC Website: www.ntcltd.org/tender
3. Bidders who download the tender document from website shall have to pay Rs 1000/- by way of demand draft at the time of submission of Tender.

SUBMISSION OF TENDER:

- a. Prospective bidder should submit their complete offer in two separate duly sealed envelope marked A & B. Complete bid should be submitted to Dy. Manager, Materials, at NTC Ltd, (WR) Office, **Mumbai on or before 01.07.2019 up to 5.00 P.M.**
- b. Envelope 'A' should be marked **EMD** containing the D.D/Pay Order for EMD and cost of tender document in case of downloaded tender form or if registered with MSME, valid certificate should be enclosed.
- c. **Envelope 'B' should be marked Technical Bid/Financial Bid containing Tender documents along with Integrity Pact should be signed and sealed of bidder and Financial Bid ANNEXURE- B to E dully signed and sealed.**
- e. Both the envelopes A & B duly completed should be placed in an outer envelope, which shall be sealed and should subscribe the following information clearly.
- i. Tender reference No. & Scope of work with due date.

- ii. Name & address of the bidder on left corner of each envelop A, B and outer cover.
- f. If the envelopes are not sealed and marked as stated above, the NTC Ltd WRO, Mumbai is not responsible for the Steel or pre-mature opening of the contents proposal submitted.
- g. Bids submitted by fax telegram, fax, email shall not be entertained and shall be rejected.

LATE TENDERS

Tenders received by the NTC Ltd. Western Region, Mumbai after the specified time and due date as per tender documents shall not be eligible for consideration and shall be summarily rejected.

REJECTION OF THE TENDER

- a. NTC Ltd., Western Region, Mumbai reserve the right to accept or reject all or any of the tender without assigning any reason whatsoever. It is not obligatory for the NTC Ltd. (WR), Mumbai to give any reason for their decisions.
- b. NTC Ltd., (WR), Mumbai 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. NTC Ltd. (WR), Mumbai also reserves the right to retender without assigning any reasons what so ever.

OPENING OF TENDER

- The tender will be opened on **02.07.2019 at 11.30 A.M.** at the above address in presence of Bidders desired to be present.

PRICES

The bidder should quote their prices in prescribed price bid format **ANNEXURE- A** clearly and distinctively for all components. **The offer quoted in different format shall be liable for rejection.**

NOTE: -

According to the expected changes in Tax structure (G.S.T) party has to occupy the necessary registration number under the law in future as and when applicable. It is mandatory to occupy the same otherwise contract will be likely to discontinue. Successful bidder has to follow the terms and conditions of GST rule and pay the taxes accordingly.

DELIVERY PERIOD AND COMPLETION OF WORK

Schedule fixed by the NBT Mills as per Purchase Order.

PAYMENT TERMS:

30 days on receipt of materials by the Mills.

VALIDITY OF RATE

The rate quoted by the suppliers for the entire contract period of 12 months i.e. **Aug 2019 to July 2020**. No escalation in basic rate & freight charges will be allowed.

RESOLUTION OF DISPUTES

The Terms & Condition of this tender document shall prevail in case of any dispute arising out of this contract and any dispute directly or indirectly connected with this contract will be referred to sole arbitration of the Chairman & Managing Director of National Textile Corporation Ltd. New Delhi or any other officer appointed by the Chairman-cum-Managing Director of the corporation for this purpose. The decision of the said arbitrator shall be final, conclusive and binding upon all concerned.

JURISDICTION

All suits or proceedings relating to any dispute or claim arising out of or in course of performance in this contract shall be filed in appropriate court having jurisdiction **in the MP State** as case may be.

GENERAL TERMS AND CONDITIONS:

- The bidder should be able to deliver materials as per the requirement of mills within 10 days from the date of the confirmed order by the Mills.
- The bidder should be able to give credible commitment for after sale service.
- **The Bidder will have to follow all relevant prevailing statutory rules & regulations in the state of Madhya Pradesh pertaining to sale of product.**

All statutory taxes shall be applicable at the time of delivery.

Contractor should submit tax invoice along with delivery chalan.

Bidder has to **quote rate on the Free Mill Delivery (FMD) basis** at NBT Mills.

- Rates offered by the party shall remain valid for a period of **One Year** from the date of award of purchase order.

Damaged/ defective material should be **replaced** by the bidder at their risk & cost within 3 days.

- **If contractor has failed to supply material as per requirement of mills requirement in time then Corporation will be forced to cancel the contract at contractor risk & cost by forfeit their security deposit and any payment due from mills.**
Bidder shall enclose qualification requirement as per Proforma-I, The following services shall be furnished by the Bidder:
 - a) Have your firm earlier supplied the Steel to the mills under N.T.C. Ltd., if yes, please submit the details. Is your firm under rate contract with DGS&D, if yes, furnish details

INSTRUCTIONS TO BIDDERS

1. Detailed specification of Steel required is given in FINANCIAL BID. (**Annexure – ‘A’**).

RATES SHALL BE QUOTED IN FIGURES AND WORDS BOTH

NTC had the right to accept or reject any or all tenders without assigning any reason are reserved.

Dy. Manager (Mats)

INTEGRITY PACT
Between
National Textile Corporation Limited 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.
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.
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

1. 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.
2. 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) _____



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(To be submitted on bidders letter head).

REQUIREMENTS OF BIDDERS DETAILS:

1. **Name & address of the Bidder :** _____
Phone No. : _____

Fax No. : _____
e-mail ID: _____

2. **Classification :**
Manufacturer
Authorized Agent
Dealer
Others, please specify

3. Bank Reference.

Note: The details of bidder along with e-mail address have to be filled compulsorily.



Declaration by the bidder
(To be submitted on bidders letter head).

I/We hereby, solemnly declare that I/We have read all the terms and conditions of the tender document and agree to abide by the same and will supply of Steels per specifications and requirement of New Bhopal Textile Mills.

Name of the firm.....

Name of the owner/representative.....

Address.....

Seal.....Signature.....

Phone No.....Mobile No.Fax No.....

PlaceDate.....

Financial Bid for
supply of Steel at new Bhopal Textile Mill.

Sr. No.	Description of Goods	Unit	Rate / Unit	Freight / Transport Charges	G.S.T.	Total Landed cost / Metric ton
	Steel As per IS : 2502/ IS : 2751/ IS : 1786(1979) Or/ IS : 2502/ Make : TATA / SAIL /RINL /JSW /JSPL /ELECTROTHERM					
1.	Reinforcement Tor steel Fe 415 would be 8 mm, 12 mm, 16 mm and 20 mm .	Metric ton				