



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड – पश्चिमी क्षेत्र
NATIONAL TEXTILE CORPORATION LTD – WESTERN REGION

भारत सरकार का उपक्रम
(A GOVERNMENT OF INDIA UNDERTAKING)

एन.टी.सी लिमिटेड प.क्ष. मार्केटींग डिविजन
दिग्विजय टेक्सटाइल मिल्स, डॉ बा.आ.रोड,
कालाचौकी मुंबई -४०० ०३३
दूरध्वनी : २४७०८२२८ /२४७०८८२१
ई मेल : rmdntcltd@gmail.com

N.T.C. Ltd W.R Marketing Division, ,
Digvijay Textile Mills Admn Bld,
Dr. B.A. Road Kalachowki Mumbai -400 033
☎ 24708228 /24708821
E mail – rmdntcltd@gmail.com

NTC Ltd/WR/RMD/ /2019

Date :29.05.2019

Tender Due Date- 19.06.2019 (Time Till 06:00 PM)

Tender Open Date - 20.06.19 (Tender Open Time 11:00 AM)

Tender document for supply of PC Dobby Check Shirting to NTC


Ref: PARTICULARS OF THE PARTY FOR THE SUPPLY OF PC DOBBY CHECK SHIRTING.

1.	Name of the firm & address/Tel./Fax No	
2	Year of establishment, PAN NO. GST NO (Xerox copy. Of all the documents reqd.)	
3.	Type of organization whether Proprietorship/Partnership Firm/ Pvt. Ltd. Co./Public Ltd. (Xerox copy. Of all the documents reqd.)	
4	Name, Address ,Mobile No & E.Mail id of the dealing Person/partner.	
5	Factory address & Tel. Number.	
6	Capacity per month to Manufacture PC yarn dyed Dobby Check Shirting.	

Send your tenders on Following address :

Office Address : . To
Joint Manager (Tech/Mktg)
NTC Ltd WR , NTC House,
15, N.M. Marg,
Ballard Estate, Mumbai – 400 001.
Phone : 022 – 22686600 , 22686607 Fax : 022 - 22686631
Email : indrajit.g@ntcltd.org

TECHNICAL SPECIFICATION FOR YARN DYED DOBBY CHECK SHIRTING

Particulars & Design	Specification	Quantity	Delivery Period
P/C DOBBY CHECK SHIRTING Design: 	Woven Cloth On Dobby With Dyed Fibre Yarn, Width 89 Cms, 1. , Fibre: Warp=polyester, weft= Polyester & (polyester + cotton) 2. % Composition: Polyester ~ 90%, Cotton ~ 10% (PC 85:5 UPTO 95:5 is acceptable) 3. Threads per unit length: a. Warp/inch=145 (approx 80D &/or 150D dyed warp) +/- 10% is acceptable in Ends & Denier. b. Weft/inch= 20 of 80D Dyed weft , 40 of 30 ^s Ne Dyed weft ; +/- 10% is acceptable in Picks , Denier & Count 4. Weight per sq mtr in gms: 105 (+/- 10% is acceptable)	30000 Meters (Order qty. may vary)	35 Days or Earlier

Note:

- 1) Quantity mentioned is indicative and subject to change (+/- 10%) exact quantity shall be provided to successful bidder after award. The bids should be submitted separately in two separate envelopes super scribed as '**Technical Bid with EMD**' and '**Financial Bid**'.
- 2) These bids to be further enclosed in one sealed envelope clearly marked on top as '**Tender document for supply of uniforms to NTC**' along with tender reference number and Tender Due Date.
- 3) Prospective parties are requested to see the actual sample in the above address mentioned in page-1

TECHNICAL BID

(Envelope 1 SEALED AND SUPERSCRIBED AS TECHNICAL BID WITH EMD)

1. At least One **meters sample/ one piece** (Duly Stamped and Mentioning tender reference No.) as a part of Technical bid is required to be submitted to NTC for the said item on the Terms & Conditions mentioned. The sample should be attached with **Test report from any govt accredited laboratory**.
2. Declaration of specification in below format to be given duly signed and stamped by an authorized signatory advising specification of samples submitted.

3. The party needs to submit the samples and also they are agreed to stand by our tasting. Only the technical specifications of the products only against which the bidder is applying in the given format. The samples shall be evaluated by a committee consisting of NTC Officers.
4. Samples shall be submitted by the bidders with proper description and on non-returnable basis.
5. Last Two year FY (2017-18 & 2016-17) IT return is necessary in Technical Bid.
6. Proof for supply of any fabric to various Govt/Non Govt parties (PO/Delivery challan) for last two years.
7. Signed & Stamped Copy of tender document, PAN, GST certificate .
8. The quotations would be opened in presence of such tenderers who wish to remain present at the time of tender opening. The tenders should be accompanied with a D.D. of Rs 1,000 /- as Tender Fees (Non returnable) and Rs. 25,000/- as Earnest Money Deposit (returnable) in favour of **NTC Limited-Marketing Divison (Payable at Mumbai)** from any Nationalised /scheduled commercial Bank(excluding co-opertive bank). The same will be converted for the successful tenderers as Security deposit, which would be returned after completion of contract.In case of non successful bidders ,the EMD shall be returned within 30 days from allocation of work order to L1 party. The deposit amount shall not carry any interest
9. Exemption of tender fee & EMD will be given only to MSME/NSIC/DIC registered bidders. However if any MSME/NSIC party becomes L1 party, they have to submit a DD of Rs 25,000/- as security deposit within 7 days of issuing work order.
10. The financial bids of only those parties who qualify in the Technical bid shall be opened. Work shall be awarded on L1 basis.

FINANCIAL BID

(ENVELOPE 2 - SEALED AND SUPERSCRIBED AS FINANCIAL BID)

Format for offering Price

S.R. No	Product	Price (Rs) per Meter (a) inclusive transportation charges	GST (b)	Total Final Price(a+b)
1	PC Dobby Check Shirting, 89 cms			

TERMS & CONDITIONS

1. Delivery of cloth will be taken **FREE SHOWROOM / GODOWN DELIVERY basis all over India**, The Cloth bales will remain intact, which will be checked by officials. Any shortage found on checking the bales / than of the same will be accepted by the bidder.
2. Date till which the bid is valid: **180 Days from the date of finalization of the bid.**
3. The bulk fabric must be supplied strictly in accordance with the above mentioned specifications, and as approved sample submitted with the bid within 35 Days or earlier from the date of issue of PO. If the product of different quality and specifications other than approved samples is found in any bale / Cartons, then the material will be rejected and EMD will be forfeited besides goods will have to be replaced according to approved specifications at suppliers own cost.
4. **BIDS WITHOUT SAMPLES SHALL BE SUMMARILY REJECTED.**
5. NTC shall issue purchase orders to the successful bidder for products in partial/full quantity, within stipulated/mentioned product quantity, as and when required within bid validity period.
6. Supply will have to be made as per requirement placed vide our individual Purchase Orders.
7. **Payment shall be made to the party after the amount is received from the end buyer.**
8. In case of damage or loss of product during the transit, the said quantity of products will have to be replaced by the supplier.
9. **In case the successful bidder (or say L1 Party) refuse to supply the items against desired specification after the contract/purchase order been released, NTC, at its own discretion, may completely disassociate/cancel the contract/purchase order with L1 Party and may forfeit the EMD.**
10. NTC has reserved the right to return the lot consisting of any product against which complaint is received.
11. Any statutory variation in duties and taxes due to change in Govt. Policies during the contract will be to supplier's account.
12. Any error of interpretation of applicability of rate of GST (CGST & SGST /UTGST or IGST) on components of item and/ or various items of tender by bidder shall be to bidders account.
13. The bid documents are not transferable.
14. Samples shall be submitted by the bidder with proper description and on non-returnable basis.

15. NTC reserves the right to cancel the supply of the product or any part thereof in case of product submitted by supplier does not meet the specification or in case failure of the supplier to commence the supply as per schedule delivery period.
16. In case of cancellation of the supply as per clause 15 above, the balance material will be procured from open market and the difference of cost, if any, will be recovered from pending bill/EMD of the supplier.
17. In case of non/partial supply within stipulated period, NTC shall forward the Liquidated Damage/ Penalty if NTC receives from its buyer. Supplier shall be liable to pay the same.
18. NTC reserves the right to accept or reject the proposal or cancel the engagement process without assigning any reason whatsoever.
19. NTC will not be responsible for cost incurred in preparation and submission of bids.
20. No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
21. Bidder should not be under liquidation, court receivership or similar proceedings.
22. Bidder should not be black listed with any PSU.
23. Bids sent through Fax/E-mail/Computer Floppy/CD/Flash Drive or any other mode shall not be accepted.
24. The successful bidder shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interest and the interest of the purchaser against the risk as detailed herein.
The risk that are to be covered to his insurance, shall include loss or damage in transit, theft, pilferage, riot, civil commotion where conditions exist, accidents of all kind, fire etc. The scope of insurance shall cover the entire value of the material from time to time.
25. Any loss or damage to the material due to under handling, transportation, till such time the material is delivered to the consignee shall be to contractor's account. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of replacement of the portion of material damaged or lost.
26. Bidder is required to submit complete tender document duly signed by an authorized signatory with rubber seal of bidder as acceptance of terms and conditions of purchase
27. All testing for verification of technical specifications will be done at our laboratory at TATA MILLS or any other laboratory of repute as deemed fit by the corporation. The result obtain at the laboratory where the towels are tested by the corporation would be final and binding on the successful tenderers

28. All the disputes will be under Mumbai Jurisdiction.

29. **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.

30. **Force Majure-** NTC shall not be liable for any failure or delay in execution of contract due to any cause beyond their control including fire, floods, strikes, go-slow ,lock out, closure ,pestilence dissilience dispute with staff dislocation of normal working conditions, war riots, epidemics, political upheavals, government actions, commotion, breakdown of machinery, shortage of labour ,demands or otherwise or any other cause or conditions beyond the control of aforesaid clauses or not and the existence of such cause or consequence may operate at the sole discretion of NTC. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

Please send your sealed bid/tender to below address :-

To
Joint Manager (Tech/Mktg)
NTC Ltd WR , NTC House,
15, N.M. Marg,
Ballard Estate, Mumbai - 400 001.
Phone : 022 - 22686600 , 22686607 Fax : 022 - 22686631
Email : indrajit.g@ntcltd.org

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

- c. advantage in relation to the tender process or the contract execution.
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.
 - 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) _____
