



**NATIONAL TEXTILE CORPORATION LIMITED, NEW DELHI**  
**SCOPE Complex, Core-IV, 7, Lodi Road, New Delhi-110003**

**Addendum – Annual Rate Contract for Purchase of new machinery by NTC Mills Tender  
No 2017/ M-1**

Sr. No.	Subject	Section/para	In the tender document	Addendum
1	Last date of submission of bid	Press notice, IFB para 14, ITB para 9, 21.1	04.07.2017 upto 02:00 PM	Last date for AWES is deferred and will be intimated later. For all other machinery, last date is - 04.07.2017 upto 02:00 PM
2	Technical specification, Section - V	Blowroom - No. of chamber of blender	8	At least 6
		Card - Type of feed	Aero feed	Chute feed
		Simplex - Drawframe can diameter	Not mentioned	Drawframe can diameter is – 20”
		Simplex - No. of spindles	120	120 to 128
		Simplex - No. of spindles	200	200 to 208

**Clarification on commercial term:-**

1. Bank guarantee given by the bidder for the 10% advance payment should be valid for six months and will be refunded within 30 days after receipt of machine at site.
2. Date mentioned on the PDC will be as per the delivery schedule given by the supplier. NTC official will verify the dispatch of machine at supplier site after receiving intimation from the supplier for dispatch. NTC will issue the direction to the bank for stop payment of PDC if machine is not ready to dispatch as per the date mentioned on PDC. Further, fresh PDC will be issued as per the actual dispatch schedule.
3. EMD of successful bidder will be returned within 30 days after the expiry of rate contract period.
4. Prices shall be quoted as per the price schedule format given in tender document
5. Incidental (Erection & Commissioning) charges quoted should be indicated.

6. For goods offered from within India.
  - i) The prices of the goods quoted ex-factory, ex-warehouse (including packing & forwarding) as applicable, specifying excise and any other duties and sales and other taxes (VAT/CST/GST wherever applicable) already paid or payable separately.
  - ii) Packing & Forwarding charges to be included in the price itself. No separate packing & forwarding charges to be quoted.
  - iii) Charges for insurance and transportation to the delivery site and other local costs incidental to delivery of the goods to their final destination should be mentioned
  - iv) The cost of incidental services listed in Clause-13 of the General Conditions of Contract should be mentioned.
  
7. For goods offered from abroad:
  - i) The price of goods quoted must be on CIF basis at port of entry in India. In quoting the price, the Bidder shall be free to use ocean transportation through vessels registered in any eligible source country, or through shipping conferences in which the majority of the shipping lines are from such eligible source countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii) The price of goods quoted must be on CIF basis only at port of entry in India.
  - iii) The price of the goods quoted FOB port of shipment would not be considered;
  - iv) Charges for insurance and other local incidental to delivery of the goods from the Port of entry to their final destination should be mentioned
  - v) The cost of incidental services listed in Clause-13 of the General Conditions of Contract should be mentioned
  - vi) Supplier/Bidder should arrange port clearance, custom clearance, insurance from India's port to site, transportation services and other incidental work and deliver the goods at site at its own expenses. Bidder should indicate the tentative price for evaluation.

Other points:-

- Spare parts – Bidder should quote the price of essential spare parts. NTC will purchase these spare parts separately as per the mill requirement. Rate should be valid till the validity of rate contract period.
- Integrity pact – Significance of Integrity pact and role of IEMs were explained to the representatives who attended the meeting.

**Chief General Manager (Technical)**  
**Ph. 011-24363276**



**TENDER DOCUMENT  
(Tender Sr. No. 2017 / M-1)**

**FOR**

**ANNUAL RATE CONTRACT**

**FOR PURCHASE OF**

**NEW MACHINERY BY N.T.C. MILLS**

**NATIONAL TEXTILE CORPORATION  
LIMITED**

(A Government of India Undertaking)

Web-site: [www.ntcltd.org](http://www.ntcltd.org)

**SCOPE Complex,  
Core IV, (6<sup>th</sup> Floor),  
7, Lodi Road,  
NEW DELHI-110003**

**May - 2017**



**NATIONAL TEXTILE CORPORATION LIMITED, NEW DELHI**  
**SCOPE Complex, Core-IV, (6<sup>th</sup> Floor),**  
**7, Lodi Road, New Delhi-110003**

**Tender invited for annual rate contract for purchase of Textile machinery**

Sealed Global Tenders are invited under **Two-Bid System** from Reputed Firms for finalizing rate contract for purchase of machinery by NTC mills. Detailed Tender Documents can be **purchased/ downloaded** from our website: [www.ntcltd.org](http://www.ntcltd.org) at a cost of **INR 5,000/- (non-refundable)** by DD / Pay Order in favour of **National Textile Corporation Ltd.**, payable at **New Delhi** during office hours on any working day from NTC Delhi Office. DD/ Pay order can be submitted along with bids

Last date for AWES is deferred and will be intimated later. For all other machinery, last date is - 04.07.2017 upto 02:00 PM and to be opened at 3.00 P.M. on the same day.

**Chief General Manager (Technical)**  
**Ph. 011-24363276**

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**SECTION-I****INVITATION for BIDS (IFB)**

**NATIONAL TEXTILE CORPORATION**  
**LIMITED, NEW DELHI**

*National Textile Corporation Ltd., a Public Sector Undertaking under the Ministry of Textiles is undergoing a major transformation with modernization of its mills.*

1. Sealed Tenders (No.2017/M-1) are invited under **Two-Bid System** from Reputed Firms for annual rate contract for purchase of State-of-the-Art **Textile Machinery (production and ancillary)**, required by NTC Mills spread all over India for up-gradation/ replacement of old machinery in NTC mills.

S.N	Machinery	Tentative Requirements (Nos)	Units
<b>A</b>	<b>Production Machinery- ( EMD- INR 5 Lakh)</b>		
1.	Blow Room Line with Cards suitable for synthetic/ Blends	<b>5 BRLs with 34 Cards</b>	Blow Room Line ( i) Kal B with 8 Cards (ii) Combodia with 10 Cards (iii) Vijaya Mohini with 4 Cards (iv) CSW Mahe with 4 Cards (v) and Pioneer- with 4 Cards, Keral Lakshmi- 4 Cards <b>(Bidders should quote the rates of Blow Room machines (like Bale openers, Mixers) and Cards separately.</b>
2	Breaker DF	2	1 each for Vijaya Mohini and Keral Lakshmi Mills
3	Finisher Draw Frame-Single Delivery	3	Combodia, SRV and Vijaya Mohini
4	Speed Frame 120 to 128 Spindles/ 200 to 208 Spindles	6	2 each CSW Mahe ( 120 spindles) and Vijaya Mohini ( 200 spindles) and 1 each for Keral Lakshmi Mills and Pioneers ( 120 spidles each)
5	Ring Frames 912 / 1296 Spindles/ 1632 Spindles	37 ( Total 35952 Spindles)	1. Burhanpur Tapti Mills-2 ( 1296 Spl each ), 2. Pioneer-13 ( 912 spindles each ) +1 ( 1632 Sples) Keral L Mill – 20 ( 912 Spindles each) 4. Kal B-1 ( 1632 Sples)
6	Attachment- Spandex, Fancy and Slub Yarn	16 RFs (18,240 spindles)	RTM ( 1200 Spl each )- 4 RFs, Finlay (1200 Spl each)- 4 RFs, NBT(1296 Sple each )- 4 RFs,

			Can Kannur (864 sple each) – 4 RFs
7	Compact Attachment	18 RFs ( 23616 Spindles)	BTM ( 672 sple each )-6 RFs , Pioneer ( 1632 Sple each) -4 RFs, Kal B (1632 spls each)- 4 RFs and Can Kannur (1632 spls each )-4 RFs
<b>B.</b>	<b>Accessories Machinery ( EMD INR 2.5 lakh)</b>		
8	AWES	5	1 each for Kal B, Combodia, Vijaya Mohini, CSW Mahe and Pioneer
9	Over Head Travelling Cleaner ( OHTC)	6 For Speed Frames & 37 For Ring frames	Suitable for machines given at sl no 4 & 5 at above table

2. Each bidder should submit fresh Earnest Money Deposit (EMD) of INR 5.00 lakh for Production machinery and INR 2.5 lakh for accessories machinery through Demand Draft/ Pay Order/ Banker's Cheque for each of the category and/or its Principal, separately along with the covering letter in a separate envelope super scribed as "Technical Bid with EMD" and "Financial Bid" to be sealed in separate envelops.
3. Single EMD of Rs 5.00 lakhs is sufficient for all the machinery/ equipments of single manufacturer/ principal quoted from both categories.
4. If machines/ equipments quoted are of more than ONE Principal; separate EMD for each Principal is to be deposited.
5. Summarily, EMD must be deposited separately for each of its Principal on behalf of which bid is being submitted.
6. The parties, whose security deposit is lying with NTC, are also required to submit the fresh EMD. Any earlier EMD lying with NTC or its offices/ mills may be asked for refund as per tender terms.
7. EMD or Tender Cost of lesser amount than required as per the machinery quoted for the individual Principals would make the bid non-responsive and disqualified.
8. EMD submitted with this tender will be valid only for this tender and would not be carried over to any other tender floated by NTC in future even if this EMD is due for refund on account of either party NOT being short-listed OR tender being fully executed. Party may seek refund of EMD, accordingly. Bid without full tender cost and full EMD will be treated as non-responsive.

9. The bids should be submitted separately for each machine/ equipments in two separate envelopes super-scribed as (i) **Technical Bid with Security Deposit** (ii) **Financial Bid** and further enclosed in one sealed envelope clearly marked on top as “**Bids for Production Machinery**” or “**Bids for Accessories machinery**” as the case may be.
10. At first, the tenders will be evaluated on **Technical Parameters given in the Tender Documents of the parties meeting all pre-bid requisites. Parties not meeting any one of the pre-bid requisite would summarily be rejected.** Financial bids would only be opened and evaluated of technically qualified parties.
11. Bidders who downloaded tender forms will pay tender cost of Rs 5000 through DD/ pay order in favour of National Textile Corporation Ltd payable at Delhi along with bid.
12. The parties who qualify the following **pre-bid qualifications** can purchase tender documents.
  - a. The **turnover of the manufacturing company** (Principal) quoting for items listed in **table at Clause 1 IFB, should not be less than INR.100 Crores per annum for production machinery given in S.N. 1 to 5, INR 20 Crores for production machinery given at S.N. 6, INR 50 Crores for production machinery given at S.N. 7 and INR 10 Crores for Accessories machinery given at S.N. 8 & 9 considering average of last 3 years (balance sheets for the last 3 years to be enclosed).**
  - b. *The manufacturing company (Principal) quoting for items listed in table at Clause 1 IFB, should have manufactured and sold atleast*  
*25 machine – For Blowroom*  
*100 machines – For Card*  
*50 machines – For Breaker Drawframe*  
*50 Machines – For Finisher Drawframe*  
*100 machines – For Speed frame*  
*100 machines – Ringframe*  
*100000 spindles – For Attachment – Spandex, Fancy and Slub*  
*100000 spindles – For compact attachment*  
*25 machines – For AWES*  
*100 machines – For OHTC*  
*in the last 3 years in India. The applicable period of 3 years will be from the last date of month previous to date of uploading the NIT on our website and all these machines/ accessories should have been in successful operation for minimum two years in India ending on the last date of month previous to date of uploading NIT on website.*
  - c. Earnest Money Deposit (EMD) would be accepted in the form of DD/ Pay Order (Banker’s Cheque) only. **Company’s own Cheque would not be accepted.**
  - d. Should be able to give credible commitment with established service centers for after sales service, training facility to skilled workmen as per the requirement of hi-tech machines.



- e. Parties are expected to deliver machinery up to the site within specified time frame of not exceeding 6 months or as agreed.
  - f. **NTC insists machinery manufacturers to quote directly.** Only those machinery manufacturers, who sell their machines only through either its sole selling agent or regional authorized sale agents, **may nominate a single agent** for all NTC mills irrespective of its location. Such manufacturers are required to give a **“Certificate (Performa IX) stating that they are not selling their machine to any industry in India directly but only through its agents”**.
  - g. **Suppliers of second hand machinery from India and abroad need not apply.**
13. **Pre-bid meeting shall be held on 14.06.2017 at 11.00 A.M. at above address.**
14. Duly filled bids, both Techno-commercial and Financial, sealed and marked in separate envelopes along with the Security deposit with Technical Bid must reach the above address on or before **2.00 P.M. on 04.07.2017**. Last date for AWES is deferred and will be intimated later. Technical Bids shall be opened in the presence of bidder’s representatives who choose to attend, **at 3.00 P.M. on same day** and technically qualified parties will be informed for opening of financial bids later on.
15. Detailed Tender Documents can be seen/ down-loaded from our web-site [www.ntcltd.org](http://www.ntcltd.org). For any query please contact during office hours on any working day:-

**Chief General Manager (Technical),  
National Textile Corporation Ltd.,  
SCOPE Complex, Core-IV, (6<sup>th</sup> Floor),  
7, Lodi Road, New Delhi-110003  
(Ph. 24363276 FAX 011-2436 1112)**

## **SECTION – II INSTRUCTIONS TO BIDDERS**

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## SECTION-II INSTRUCTIONS TO BIDDERS



### NATIONAL TEXTILE CORPORATION LIMITED NEW DELHI

#### 1. Introduction

*National Textile Corporation Ltd., a Public Sector Undertaking under the Ministry of Textiles is undergoing a major transformation with modernization of its mills.*

Sealed Global Tenders are invited under **Two-Bid System** from Reputed Firms for annual rate contract purchase of State-of-the-Art **Textile Machinery**, required by NTC Mills spread all over India for up-gradation/ replacement of old machinery in NTC mills.

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			Can Kannur (864 sple each) – 4 RFs
7	Compact Attachment	18 RFs ( 23, 616 Spindles)	BTM ( 672 sple each )-6 R/F, Pioneer ( 1632 Sple each) -4 RFs, Kal B (1632 sples each)- 4 RFs and Can Kannur (1632 sples each )-4 RFs
<b>B.</b>	<b>Accessories Machinery ( EMD INR 2.5 lakh)</b>		
8	AWES	5	1 each for Kal B, Combodia, Vijaya Mohini, CSW Mahe and Pioneer
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As NTC intends to enter into an annual rate contract for purchase of machinery by its mills spread over India and requirement of individual mill would vary widely. Prices should be quoted in detailed break-up as much as possible so that individual mill can place orders for their specific requirement.

Some of points to be considered for quoting are listed as under: -

- a. Prices should be quoted **for all latest models available** with various optional attachments available at additional cost, whose prices must be indicated separately so that an individual mill can place order for the machinery with the required optional attachment.
- b. D/F with & without can changer attachments for different can sizes be quoted separately. Prices for Breaker D/F and Finisher D/Fs with auto-leveler to be quoted separately. If available, price of auto-leveler to be quoted separately.

**NOTE: -**

- (i) Any detailed price break-up for finalizing annual rate contract is most suitable for NTC mills for their varied requirements as per product-mix to be run.
- (ii) Please quote all optional items separately for cotton/ synthetic blends.
- (iii) As far as possible please give **a detailed price-list** containing prices for all main as well as optional items and spares with %age of discount offered, if any.
- (iv) Quote price of standard spares along with their list generally required for 2 years of operations.
- (v) Enclose printed technical literature of the machinery as well as of the attachments being offered.

**The bidders should submit the year-wise list of parties/ mills to which they have supplied such machinery in last 3 years.**

## **2. GENERAL CONDITIONS**

1. The bids should be submitted separately for each machines/ equipments in two separate envelopes super-scribed as (i) Technical Bid with EMD (ii) Financial Bid. These both envelopes should be further sealed in one outer envelope clearly marked on top as “Bids for Textile Machinery”.
2. The financial bids must be sealed in separate envelop.
3. Also quote the prices for spares for 2 years giving the list of commonly required spares and prices their-of.
4. Quote Trade discount offered enclosing price list, wherever applicable.
5. **Quotations sent by telex/ telegraphic/ fax/ e-mail shall not be accepted/ entertained.**
6. General terms for quoting prices: -
  - a. The delivery of the material should be on F.O.R. basis (Packing forwarding, etc. should be included in the quoted basic rates. **No separate packing-forwarding would be considered. Any bid quoting it separately** may be treated as non-responsive and may be rejected).
  - b. The Prices quoted should be exclusive of Excise/ Custom Duty and CST/ Sales Tax. **The present percentage of applicable duties & tax, CST etc. should be mentioned along with any ‘form’, if required.** The prevailing duties & taxes on the date of dispatch (for domestic machinery) and on date of receipt on port/ clearance date as per prevailing rules (for imported machinery) would be applicable. Bidders are advised to quote bid price in manner given in price schedule, forwarding charges will be firm & incidental services charge (Installation charges) quoted will be indicative price. Variation in incidental charges above 10% will not be allowed
  - c. In case Custom Duty is applicable please do mention if machinery can also be purchased under concessional Duties/ under EPCG/ project import, if desired by NTC.
  - d. If Excise-Duty is applicable on your product, please clearly mention its present applicable rate.
  - e. Authentic proof of payment of Excise duty and necessary documents thereof are to be provided by the manufacturer/ supplier to avail MODVAT benefit by the mills.
7. Each bidder should submit a security deposit of **INR 5.00 lakh** through Demand Draft/ Pay Order (Banker’s Cheque) for each part of items and / or Principal, along with the covering letter with Technical Bid super scribed as “**Technical Bid with EMD**”. **The parties whose EMD is lying with NTC are also required to submit fresh EMD. The earlier EMD lying with NTC may be asked for refund as per tender terms.**
8. Detailed Tender Documents can be seen/ down-loaded from our web-site [www.ntcltd.org](http://www.ntcltd.org). For any query please contact during office hours on any working day:-

**Chief General Manager (Technical),  
National Textile Corporation Ltd.,  
SCOPE Complex, Core-IV, (6<sup>th</sup> Floor),  
7, Lodi Road, New Delhi-110003  
(Ph. 24363276 FAX 011-2436 1112 / 2436 3900)**

9. Bids, completed in all respect, sealed and marked in separate envelopes as given above along with the EMD (as applicable) must reach the above address on or before **2.00 P.M. on 04.07.2017. Last date for AWES is deffered intimated later. Technical Bids** shall be opened in the presence of bidder's representatives who choose to attend, at **3.00 P.M. on same day** in the Office of **National Textile Corporation Limited**.
- 10. Financial Bids of technically qualified parties would be opened on... (date, time and place will be informed later to technically qualified parties) .**
11. In the event of NTC Ltd's office remain closed on the day of the opening of quotation for any reason; the quotations shall be received up to and opened on the next working day of NTC Ltd. at the same time.
12. The quotations received after the stipulated date and time will not be accepted. **NTC will not be responsible for any postal delay or loss in transit.**
13. There would be a **pre-bid meeting on 14.06.2017 at 11.00 A.M.** for clarifications. Parties may confirm their participation in pre-bid meeting to NTC in advance.
14. Quotations should be **valid for 120 days** from date of opening or **extensions, if any asked for and accepted by the bidder.**
15. If awarded the rate contract, the rates quoted/ agreed by you should be valid **for ONE YEAR** for placing orders and the delivery of all machines must be made as per delivery schedule offered/ agreed.
16. Delivery period should be clearly indicated for individual machine to commence from and no of machines per month that can be supplied to NTC mills in case the confirmed order is placed. Delivery period also plays a critical role in taking a final decision for supply of a machine to NTC.
17. Delivery to individual mill is to be made as agreed between NTC and the bidder based on delivery schedule indicated.
18. The Management reserves the right to accept or reject full or any part of quotation without assigning any reason whatsoever. In case of any doubt/ clarification the decision of NTC management will be final.
19. The Tender details can also be seen on our web-site [www.ntcltd.org](http://www.ntcltd.org).

### **3. COST OF BIDDING**

The Bidder shall bear all cost associated with the preparation and submission of its bid, and National Textile Corporation Limited will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **A. THE BIDDING DOCUMENTS**

#### **4. CONTENT OF BIDDING DOCUMENTS:**

- 4.1 The goods required, bidding procedure and contract terms are prescribed in the Bidding Documents. In addition to the invitation for Bids, the Bidding Documents include:

- |     |                                |
|-----|--------------------------------|
| II  | Instruction to Bidders         |
| III | General Conditions of Contract |

IV	Schedule of Requirements
IV-A	Schedule of Requirement of Supervision Services
V	Technical Specifications (Annex – B)
V-A	Qualification requirements
VI	Bid Form and Price Schedules
VII	Bid Security Form
VIII	Performance Security Form
IX	Manufacturers Authorization Form
X	Proforma of Certificate for issue by the Purchaser after successful commissioning of machines
XI	Proforma for Cargo Particulars
XII	Proforma certifying that the best prices have been offered

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

5. **CLARIFICATION OF BIDDING DOCUMENTS:**

5.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by Fax/ E-mail at the Purchaser's mailing address indicated in the Invitation of Bids. The Purchaser will respond in writing to any such request for clarification of the Bidding Documents, which is received not later than 10 days prior to the deadline for submission of bid prescribed by the Purchaser.

6. **AMENDMENT OF BIDDING DOCUMENTS:**

6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.

6.2 The amendment will be notified in writing by Fax/E-mail to all prospective Bidders, which have purchased the Bidding Documents and will be binding on them. The same would also be posted on NTC's web-site for wider spread among all prospective bidders including those down-loading the tender from NTC's web-site. **Regular visit to NTC's web-site is suggested for updated information.**

6.3 **The Purchaser may, at its discretion, extend the deadline for the submission of bids.**

B. **PREPARATION OF BIDS**

7. **LANGUAGE OF BID**

7.1. The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged between the Bidder and the Purchaser, shall be written in the **English/ Hindi language**, provided that any printed literature furnished by the Bidder may be written in another language **so long as accompanied by an English translation** of its pertinent passages in which case, for purpose of interpretation of the bid, **the English translation shall govern.**



**8. DOCUMENTS COMPRISING THE BID:**

8.1. The bid prepared by the Bidder shall comprise the following components:

- a) A Bid form and a Price Schedule completed in accordance with Clauses 9,10 & 11;
- b) Documentary evidence established in accordance with Clause 12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted:
- c) Documentary evidence established in accordance with Clause 13 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and confirm to the Bidding Documents;
- d) Earnest Money Deposit (EMD) furnished in accordance with Clause 14.

**9. BID FORM:**

9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

**10. BID PRICE:**

10.1 The Bidder shall indicate on the appropriate Price Schedule attached to these documents the unit basic prices and total Price with duties & taxes of the goods it proposes to supply under the Contract:

10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

**a) For goods offered from within India.**

- i) The prices of the goods quoted ex-factory, ex-warehouse (including packing & forwarding) as applicable, specifying excise and any other duties and sales and other taxes (VAT/CST/GST wherever applicable) already paid or payable separately.
- ii) Packing & Forwarding charges to be included in the price itself. No separate packing & forwarding charges to be quoted.
- iii) Charges for insurance and transportation to the delivery site and other local costs incidental to delivery of the goods to their final destination should be mentioned
- iv) The cost of incidental services listed in Clause-13 of the General Conditions of Contract should be mentioned.

**b) For goods offered from abroad:**

- i) The price of goods quoted must be on CIF basis at port of entry in India. In quoting the price, the Bidder shall be free to use ocean transportation through vessels registered in any eligible source country, or through shipping conferences in which the majority of the shipping lines are from such eligible source countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii) The price of goods quoted must be on CIF basis only at port of entry in India.
- iii) The price of the goods quoted FOB port of shipment would not be considered;
- iv) Charges for insurance and other local incidental to delivery of the goods from the Port of entry to their final destination should be mentioned
- v) The cost of incidental services listed in Clause-13 of the General Conditions of Contract should be mentioned
- vi) Supplier/Bidder should arrange port clearance, custom clearance and insurance from India's port to site; transportation services and other incidental work and deliver the goods at site at its own expenses. Bidder should indicate the tentative price for evaluation.

### **10.3 Fixed Price**

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause 23.**

### **11. BID CURRENCIES:**

11.1 The prices shall be quoted in **Indian Rupees or Internationally acceptable Foreign Currency** only.

11.2 Agents and service facilities in India:

- a) if a foreign bidder has engaged an agent in the Purchaser's Country, it will be required to give the following details in the bid:
  - i) The name and address of the local agent;
  - ii) What service the agent renders;
  - iii) No of Service Centers in India with locations and technical service staff available at each location

### **12. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**

12.1 Pursuant to Clause-8, the Bidder shall furnish a part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible to bid.

The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction;

- a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization

form in Section –IX) by the goods’ manufacturer or producer to supply the goods in India.

- b) that the Bidder has the financial, technical; and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirements specified in Section V-A;
- c) that, in the case of a Bidder not doing business within India, the Bidder is or will be (if successful) represented by an agent equipped and able to carry out the Supplier’s maintenance, repair and spare parts stocking obligations prescribed by the Conditions of the Contract and/ or Technical Specifications.

13. **DOCUMENTS ESTABLISHING GOODS’ ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

13.1 Pursuant to Clause-8 the Bidder shall furnish, as part of its bid documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

13.2 The documentary evidence of the goods’ and services’ eligibility shall consist of a statement in the Price Schedule and the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

13.3 The documentary evidence of the goods’ and services’ conformity to the Bidding Documents may be in the form of literature, drawings, data, and shall furnish;

- a) A detailed description of the goods’ essential technical and performance characteristics;
- b) **A list giving full particulars, including available source and current prices, of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of two years, following commencement of the goods used by the Purchaser;** and
- c) A clause-by-clause commentary on the Purchaser’s Technical Specifications demonstrating the goods’ and services’ substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

**13.4** For purposes of the commentary to be furnished pursuant to Clause 13.3 (c) above, the Bidder shall note that standards for workmanship, material and equipment, and **references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.** The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser’s satisfaction that **the substitutions are substantially equivalent or superior to those designated in the Technical Specifications.**

**13.5** The bids would be evaluated firstly on the basis of Technical Bids submitted. **The financial bids of the parties qualified in the technical bids would only be opened and evaluated.**

**13.6 The financial/ Commercial bids of the parties would be considered/ evaluated in relation to the delivery schedule offered and optional hi-tech attachments provided.**

**14. EARNEST MONEY DEPOSIT (EMD):**

Each bidder should submit a security deposit of **INR 5.00 lakh for production machinery and INR 2.50 Lakh for Accessories Machinery** through Demand Draft/ Pay Order (Banker's Cheque) for each part of items and / or Principal. **The parties whose EMD is lying with NTC are also required to submit fresh EMD. The earlier EMD lying with NTC may be asked for refund as per tender terms. Those who are bidding for production and accessories machinery both need to be submit EMD of INR 5.00 Lakh only.**

**EMD submitted with this tender would NOT be carried over to any other tender floated by NTC in future except in case when this tender is re-floated.**

14.1.1 The EMD is required to protect the Purchaser against risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause-14.1.6.

14.1.2 The EMD shall be denominated and shall be in one of the following forms: -  
Demand Draft/Banker's Cheque issued by any scheduled Bank located in India in favour of '**National Textile Corporation Ltd.**', payable at '**New Delhi**'.

14.1.3 Any bid not secured in accordance with clauses 14.1.1 and 14.1.2 will be rejected by the Purchaser as non-responsive, pursuant to Clause-23.

14.1.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible as but not later than 15 days after the expiration of the period of bid validity prescribed by the purchaser, pursuant to Clause-15.

14.1.5 The successful Bidder's EMD will be discharged at the end of the stipulated Contract period as given in clause 15.3 (without interest). EMD of successful bidder will be returned within 30 days after the expiry of rate contract period.

**14.1.6 The EMD may be forfeited:**

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- b) In the case of a successful Bidder, if the Bidder fails:
  - i) to sign the Contract in accordance with Clause-33; or
  - ii) to furnish performance security in accordance with Clause-34.

15. **PERIOD OF VALIDITY OF BIDS**

15.1 Bids will be considered as valid for consideration for a period of 120 days from the date of opening of the bid for finalization of prices to remain valid for ONE year for placing orders/ supply of machinery to any of NTC mills.

15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing (by Fax/E-mail). The EMD provided under Clause-14 shall also be suitably extended. **A Bidder may refuse the request without forfeiting its bid security.** A Bidder granting the request will neither be required nor permitted to modify its bid.

15.3 The rates finalized shall remain valid for the delivery of total machinery quoted as per delivery schedule offered/ agreed over a period of ONE year after the validity period of 120 days.

15.4 **Purchase Order:**

All orders for purchase of machines as per Rate Contract will be placed by NTC Mills as per requirement.

16. **FORMAT AND SIGNING OF BID**

16.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

16.2 The original and copies of the bid shall be type written and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter's authorization shall be indicated by written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

16.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, the person or persons signing the bid shall initial such corrections.

**C. SUBMISSION OF BIDS**

17. **SEALING AND MARKING OF BIDS**

17.1 The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy". The **Machine-wise Technical Parameters and Machine-wise Financial Bids** should be sealed in separate envelopes. The **Technical Bids** shall be opened first and the financial bids of the bidders, **qualifying the Technical Bids**, will only be opened.

17.2 **The Technical Bids should contain all documents in regards to qualifying criteria, like company's Balance sheet, security deposit DD, etc.**

17.3 The inner and outer envelopes bear '**Bids for Supply of Textile Machinery**' and shall be addressed to **Chief General Manager (Technical)**, at the following address:

**National Textile Corporation Limited,  
Scope Complex, Core-IV (6<sup>th</sup> Floor),  
7, Lodi Road, New Delhi-110003**

- 17.4 The inner envelope shall also indicate name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 17.5 If the outer envelope is not sealed and marked as required by Clause-17.4, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**18. DEADLINE FOR SUBMISSION OF BIDS:**

- 18.1 Bids must be received by the Purchaser at the address specified under Clause-17.3 not later than the time and date specified in the Invitation for Bids (Section-I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with Clause-6, in which case all right and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**19. LATE BIDS:**

- 19.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 18, will be rejected and/or may be returned unopened to the Bidder, if requested by the bidder.

**20. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 20.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by Fax/E-mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 20.3 No bid may be modified subsequent to the deadline for submission of bids.
- 20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause-14.1.6.

**D. BID OPENING AND EVALUATION**

**21. OPENING OF BID BY PURCHASER**

- 21.1 Last date for AWES is deferred and will be intimated later. For all other machinery, last date is - 04.07.2017 upto 02:00 PM. The NTC will open bids, in the presence of Bidders' representatives who wish to attend **at 3.00 PM on 04.07.2017** at the following location:

**National Textile Corporation Limited,  
SCOPE Complex, Core-IV, (5<sup>th</sup> Floor)  
7, Lodi Road, New Delhi - 110 003**

The Bidders' representatives who are present shall record their attendance.

In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 21.2 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.

**22. CLARIFICATION OF BIDS:**

- 22.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing **but no change in the price or substance of the bid shall be sought, offered or permitted.**

**23. PRELIMINARY EXAMINATION:**

- 23.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 23.2 Bids from Agents without proper authorization from the manufacturer as per Section-IX **shall be treated as non-responsive and would be rejected.**
- 23.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the basic price and the calculated total price with duty & taxes, **the basic price shall prevail** and the calculated total price shall be corrected. If the supplier does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, **the amount in words will prevail.**
- 23.4 Prior to the detailed evaluation, pursuant to Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without materialistic deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.5 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 23.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

**24. CONVERSION TO SINGLE CURRENCY:**

- 24.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in various currencies to Indian Rupees at the Book Closure

selling market exchange rates established by RBI/State Bank of India on the date of financial bid opening.

**25. EVALUATION AND COMPARISON OF BIDS:**

- 25.1 The Purchaser will evaluate and compare bids previously determined to be substantially responsive, pursuant to Clause-23.
- 25.2 The comparison shall be of ex-factory/ex-warehouse price of the goods offered from within the Purchaser's country, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF port-of-entry price of the goods offered from outside India.
- 25.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid price and the price of incidental services, the following factors in the manner and to the extent indicated in clause 25.4 and in the Technical Specifications:
- a. Insurance and other costs,
  - b. Delivery schedule offered in the bid,
  - c. Deviation in payment schedule from that specified in the Special Conditions of Contract,
  - d. The cost of components spare parts and service,
  - e. The availability of spare parts in the Purchaser's country and after sales services for the equipment offered in the bid,
  - f. The projected operating and maintenance costs during the life of the equipment,
  - g. The performance and productivity of the equipment offered, and
  - h. The quality and adaptability of the equipment offered;
- 25.4 Pursuant to Clause 25.3 the following evaluation methods will be followed:
- a. **Delivery schedule: - will be one of Key Parameters.** As per NTC scheduled requirement, the successful bidders to supply machinery **within specified time frame** from the date of confirmed order.
  - b. **Cost and availability of Spare Parts:** The bidder is required to furnish a list of the major assemblies, components and spare parts likely to be required during the initial two years of operations of the plant, giving the items' description and the quantities that are needed. The cost of these items and quantities must be quoted separately for each bid as shown in **Annexure-A**. The cost of these items will be added to the bid price, for evaluation purposes.
  - c. **Energy Cost:** Electrical energy cost shall be based on 350 days with 3 shifts of 8 hours operation per year at a cost of Electrical Energy of INR 6.50 per KWH.
  - d. **Running speed and productivity of the machines and quality of the product.**
  - e. **Nos of service centre and support engineers in India and supply of the same model machines within the country.**

**Note:** The Bidder should state in detail in its bid, the operating cost of the equipment offered in terms of power consumption, and the production that could be assured per year of 350 days with 3 shifts of 8 hours each on 40s average English count (the detailed working



sheets should be enclosed both for arriving at the assured production and the power requirement).

- f. Performance and Productivity of the Equipment:
- g. Technical specifications submitted must also contain a minimum productivity achievable on the machines quoted. Evaluation shall be based on the cost per unit of the actual productivity of equipment offered in the bid.

**26 CONTACTING THE PURCHASER:**

- 26.1 Subject to Clause 22, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time of the Contract is awarded.
- 26.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

**E. NEGOTIATIONS**

- 27. **Negotiations:** Management reserves the right to negotiate bids by calling eligible bidders as per Govt. guidelines issued from time to time.

**F. AWARD OF CONTRACT**

**28. POST -QUALIFICATION**

- 28.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the responsive bid is qualified to satisfactorily perform the Contract.
- 28.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause-12 as well as such other information as the Purchaser deems necessary and appropriate.
- 28.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

**29 Award Criteria**

- 29.1 Subject to Clause 31, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**30. PURCHASER'S RIGHT TO DECIDE QUANTITIES**

- 30.1 The quantity of each machine is not known, NTC intend to enter into an annual rate contract and mill would place order for its requirement subject to approvals.

**31 Purchaser's Right to Accept any bid and to reject any or all Bids**

- 31.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Rate

Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

**32. Notification of Award**

- 32.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or fax or e-mail, to be confirmed in writing by registered letter/courier, that its bid has been accepted.
- 32.2 The notification of award will constitute the formation of the Rate Contract.
- 32.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause-34, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause-14.

**33. Signing of Contract**

- 33.1 At the time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the **Rate Contract** incorporating all agreements between the parties.
- 33.2 Failure of the successful Bidder to comply with the requirement of Clause-32 or Clause-33 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may award the rate contract to the next lowest evaluated bidder or call for new bids.

**34. Performance Security**

The Purchaser shall release last payment of 10% subject to submission of Performance Bank Guarantee valid for 12 months from the date of successful commissioning OR 18 months from date of dispatch, which can be asked to extend maximum up to 24 months from dispatch on account of delay in commissioning.

**35. Integrity Pact**

- 34.1 NTC entered integrity pact MOU with Transparency International. The bidders have to submit duly signed enclosed proforma of Integrity Pact. Only those vendors, who commit themselves to integrity pact will be consider to competent for participating in bidding process.
- 34.2 The tendering is being monitored by Independent External Monitor Sh Kalyan Chand, Rtd IRS ( Cont No +91 99680095320) . If any party is aggrieved, they are free to approach the said IEM in terms of integrity pact.

## SECTION III – GENERAL CONDITIONS OF CONTRACT

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## **SECTION III – GENERAL CONDITIONS OF CONTRACT**

1. **Definitions:**
  - 1.1 In this Contract, the following terms shall be interpreted as indicated: -
    - i. “The Contract” means the agreement entered into between the **Purchaser** and the **Supplier**, as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein;
    - ii. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
    - iii. “The Goods” means all of the equipments, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
    - iv. “Services” means services ancillary to the supply of the Goods; such as transportation and insurances and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
    - v. “The Purchaser” purchasing the goods is NTC MILLS; and
    - vi. “The Supplier” means the individual or firm or Company supplying the goods under this Contract.
  
2. **Application**
  - 2.1 These General conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.
  
3. **Country of Origin**
  - 3.1 All goods and Services supplied under the Contract shall have the certificate of origin of their Country.
  - 3.2 For purposes of this clause “origin” means the place where the goods were produced, or from which the Services are supplied. Goods are produced when through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in the purpose or utility from its components
  - 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
  
4. **Standards**
  - 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods country of origin and such standards shall be the latest issued by the concerned institution.

## **5. Use of Contract Documents and Information:**

- 5.1 The Supplier shall not without the Purchaser's prior written consent disclose the Contract or any provision thereof or any specification, plan, drawings patterns sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not without the Purchaser's prior written consent make use of any document or information enumerated in clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document other than the Contract itself enumerated in clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **6. Patent Rights**

- 6.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patents trade mark or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

## **7. Performance Security**

- 7.1 **The Purchaser shall retain last payment of 10% for 12 months of warranty period from successful commissioning of the machinery/plant. This would be released, on supplier's request, against performance Bank Guarantee for the equal amount either valid for 12 months from date of successful commissioning OR 18 months from date of dispatch, which can be asked to extend maximum up to 24 months from dispatch on account of delay in commissioning.**

## **8. Inspection & Tests**

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The General conditions of the Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-contractor(s) at point of delivery and/or at the Goods' final destination. Whether conducted on the premises of the Supplier or its sub-contractor (s) all reasonable facilities and assistances including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested goods fail to conform to the specifications the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirement free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected,

tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.

8.5 Nothing in Clause 8 shall in any way relieve the Supplier from any warranty or other obligations under this Contract.

**9. Packing**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods; final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for the Contract and, subject to clause 18, in any subsequent instructions ordered by the Purchaser.

9.3 Packing instructions: The Supplier will be required to make separate packages for each consignment. Each package will be marked on three sides with proper paint the following:

- a) Name of the Mill
- b) Contract No.
- c) Country of Origin of goods.
- d) Supplier's Name
- e) Packing List ref. Number

**10. Delivery and Documents**

10.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award.

**A. For Imported Goods: -**

Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or e-mail or fax the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of lading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- ii. Copies of Supplier's invoice showing Goods description, quantity, unit price, total amount;
- iii. Original and 3 copies of the negotiable, clean, on-ward bill of lading and 6 copies of non-negotiable bill of lading;
- iv. 3 Copies of packing list identifying contents of each package;
- v. Insurance certificate;
- vi. Manufacturer's/supplier's guarantee certificate;
- vii. Inspection certificate, issued by the nominated inspection agency and the Supplier's factory inspection report; and
- viii. Certificate of Origin.

**The above documents shall be received by the Purchaser at least one week before arrival of goods at the port and, if not received, the Supplier will be responsible for any consequent expenses.**

**B. For Domestic Goods: -**

- i Copies of Supplier's invoice showing Goods description, quantity, unit price, total amount;
- ii Railway or Lorry receipt/ acknowledgement of receipt of goods from the consignee(s);
- iii Manufacturer's/ Supplier's guarantee certificate;
- iv Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- v Certificate of Origin.

10.2 For purposes of the Contract "FOB", "C&F", "CIF" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.

**11 Insurance**

- 11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage storage and delivery in the manner specified in the Conditions of Contract.
- 11.2 Where delivery of the Goods is required by the Purchaser on a CIF basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary.
- 11.3 In the case of CIF contract, the supplier shall obtain the marine insurance for an amount **equal to 110% of the CIF value of the goods from "warehouse to warehouse" on "All Risks" basis including War Risks and Strike clauses.** In the case of domestic contracts for delivery of goods to site, the insurance shall be obtained by the Supplier for an amount **equal to 110% of ex-works value of goods from "Warehouse to Warehouse" (final destination) on "all risks" basis, including War, Risks and Strike clause.**

**12. Transportation**

- 12.1 Where the Supplier is required under the Contract to deliver the Goods on CIF basis to a specified destination within the country, transport of the Goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 12.2 Where the Supplier is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Supplier shall be required to meet all transport and storage expenses until delivery.
- 12.3 In all the above cases, transportation of the Goods after delivery shall be the responsibility of the Purchaser.
- 12.4 Where the Supplier is required under the Contract to deliver the Goods CIF, no further restriction shall be placed on the choice of the ocean carrier.

Where the Supplier is required under the Contract (i) to deliver the Goods FOB, and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessels or on national flag carriers of Purchaser's country; the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the Goods within the time period(s) specified in the Contract.

13. **Incidental Services**

- 13.1 The following services shall be furnished
- i. Erection, testing and commissioning of the supplied Machines and Equipment.
  - ii. Furnishing of goods/ tools required for assembly and maintenance of the supplied machines.
  - iii. Furnishing of a detailed operations and maintenance manual for each Machine supplied.
  - iv. **Attending to Maintenance and / or repair of the Machinery supplied for a period of two years from the date of commissioning of the supplied machinery including supply of spare parts.** This shall not relieve the supplier of any warranty obligation under this contract; and
  - v. Conduct training of the Purchaser's Personnel, at the Supplier's plant and on-site, in assembly, start-up, operation, maintenance and repair of the Supplied machines.
  - vi. Incidental (Erection & Commissioning) charges quoted should be indicated.

The Supplier will supply all information required to allow the civil works contractor to prepare construction drawings. This information is to include, but not be limited to: **a)** site plans showing location of all structures; **b)** process flow diagram showing all material flow and energy flow diagrams **c)** equipment layout drawings; **d)** foundation drawings for each piece of equipment requiring foundation **e)** erection drawings for each piece of equipment; **f)** supervision, technical and engineering advice as requested by the Purchaser.

The information under (i) to (v) will be made available by the Supplier within a period of 30 days from award of Contract or 90 days in advance of dispatch of machinery, whichever is later.

14. **Spare Parts**

- 14.1 As specified in the Special conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier;
- a) Such spare parts as the Purchaser may elect to purchase from the Supplier provided that this shall not relieve the Supplier of any warranty obligations under the Contract;
  - b) In the event of discontinuation of supply of the spare parts;



- i. Advance notification to the Purchaser of the pending discontinuation in sufficient time to permit the Purchaser to procure needed requirements; and
  - ii. Before such discontinuation, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts.
- 14.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order. The supplier shall supply consumable spares, other spare parts cumbrance the Manufacturer's current price.

## 15. **Warranty**

- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under the Contract shall have no defect rising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's specifications) or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 **This warranty shall remain valid for 12 months after the goods or any portion thereof as the case may be, have been commissioned at the final destination indicated in the Contract OR for 18 months (may be extended maximum upto 24 months in case of delayed commissioning) from the date of shipment from the port of loading in the source country whichever period concluded earlier unless specified otherwise.**
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty
- 15.4 Upon receipt of such notice the Supplier shall with all reasonable speed, repair or replace the defective Machines or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts/machines at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts/machines thereafter.
- 15.5 If the Supplier having been notified fails to rectify the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract

## 16 **Payment terms:**

### A **PAYMENT OF IMPORTED MACHINERY**

Payment of foreign currency portion shall be made in the currency specified in the Contract in the following manner:

**NTC will open Confirmed and irrevocable Letter of Credit (L/C) in favour of the Machine Manufacturers for 100% value at 180 days**

site payment from Bill of Lading (B/L) date through Bank without interest. Confirmation charges shall be borne by Purchaser (NTC). The party is required to submit a Performance Bank Guarantee equivalent to 10% of the value valid for 18 months from the date of Bill of Lading (shipment); may be extended maximum up to 24 months in case of delayed commissioning.

*Note:*

- a) *Where payments are to be effected through Letter of Credit the same shall be subject to the latest Uniform Customs and Practice for documentary Credits of the International Chamber of Commerce.*
- b) *If L/C is required to be extended/ reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.*

**B. PAYMENT TERMS FOR DOMESTIC MACHINES AND SERVICES**

**B.1 (for Machines listed in PART A)**

- (i) 10% of Basic Price as advance against Bank Guarantee of 110% of value.
- (ii) Balance 90% of Basic Price plus duties and taxes on 100% Basic Price (i.e. including advance paid) by "Post Dated Cheque" before scheduled deliveries to be drawn against dispatches subject to submission of Performance Bank Guarantee for 10% of Basic Price valid for 18 months from schedule date of dispatches.

**NOTE-**

- 1) Performance Bank Guarantee may be asked to extend maximum up to 24 months.
- 2) Bank guarantee given by the bidder for the 10% advance payment should be valid for six months and will be refunded within 30 days after receipt of machine at site.
- 3) Date mentioned on the PDC will be as per the delivery schedule given by the supplier. NTC official will verify the dispatch of machine at supplier site after receiving intimation from the supplier for dispatch. NTC will issue the direction to the bank for stop payment of PDC if machine is not ready to dispatch as per the date mentioned on PDC. Further, fresh PDC will be issued as per the actual dispatch schedule.

- OR -

**B.2 (for Machines listed in PART B)**

- (i) 10% of Basic Price as advance against Bank Guarantee of 110% value
- (ii) 70% of Basic Price plus duties & taxes on 100% of Basic Price within 15 days of receipt of machine
- (iii) 10% of Basic Price after erection and successful commissioning within 60 days
- (iv) 10% of Basic Price after 12 months of warranty period from commissioning or earlier [after commissioning along with (above 10% at (iii) or separately] on supplier's request, against submission of performance bank guarantee for the equal

amount and valid for 12 months from commissioning or maximum up to 24 months from date of dispatch for delayed commissioning.

**NOTE: - Party not taking any advance at (i) above, would be paid 80% of Basic Price with duty & taxes on 100% of Basic Price on receipt of machine at stage (ii) above, i.e. within 15 days of receipt of machine without any Bank Guarantee.**

*Note:*

- 1 All payments would be released sequentially.*
- 2 Parties quoting for the machines in different PARTS are required to give their consent for acceptance of payment terms as above.*
- 3 Parties not accepting the above mentioned payment terms may not be considered.*
- 4 All payments for the machinery will be made by NTC Limited-New Delhi after necessary verifications from the mill and procedural formalities.*
- 5 In all Bank Guarantees/ Performance Bank Guarantees, where payment is being made by NTC; the beneficiary is to be NTC Limited, New Delhi also indicating mill's name where machine is supplied.*
- 6 Payment for ancillary machinery (listed in part B) and incidental services would be made by the respective mill.*

#### **C. PAYMENT TERMS FOR INCIDENTAL SERVICES**

The Charges for incidental services including supervision shall be paid as specified in the contract after the said services have been performed to the satisfaction of the Purchaser in accordance with the requirement of the Contract. For long term Contracts progressive payments will be made on the basis mutually agreed upon between the supplier and the purchaser.

16.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing as appropriate the Goods delivered and the services performed and by shipping documents, submitted pursuant to Clause 10 and upon fulfillment of other obligations stipulated in the Contract.

#### **17. Prices:**

17.1 The negotiated prices shall be the final prices for placing the orders by NTC/ mills within the Stipulated Contract Period.

#### **18. Change Orders:**

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to Clause 31 make changes within the general scope of the Contract in any one or more of the following:

- a) Drawings, designs or specifications where goods to be furnished under the Contract are to be specifically manufactured for the Purchaser.
- b) The method of shipment or packing;
- c) The place of delivery; or
- d) The services to be provided by the Supplier

**If any such change causes an increase or decrease in the cost of or the time required for, the Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.**

19. **Contract Amendments**

19.1 Subject to clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. **Assignment:**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. **Sub-contracts**

21.1 The Supplier shall notify the Purchaser in writing of all sub-contracts awarded under the Contract if not already specified in his bid. Such notifications, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contract shall be only for bought-out items and sub-assemblies.

21.2 Sub-contracts must comply with the provisions of Clause 3

22. **Delays in the Supplier's Performance**

22.1 Delivery of Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

22.2 Any unexcused delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; forfeiture of its performance security, imposition of liquidated damages, and/ or termination of the Contract for default.

22.3 If at any time during the performance of the Contract, the Supplier or its sub-Contractor(s) should encounter conditions impeding timely delivery of the Goods and performance or Services the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance in which case the extension shall be ratified by the parties by amendment of the Contract.

23. **Liquidated Damages**

23.1 **For Delays**

Subject to Clause 25, if the Supplier fails to deliver any or all of the Machines or perform the services within the time period(s) specified in the Contract the Purchaser shall take such remedial action as may be necessary including termination of Contract without prejudice to its other remedies under the Contract.

23.2 **For Shortfall in equipment performance:**

The Supplier will be asked to take back the goods supplied by them, if it is not meeting the guaranteed performance/ Productivity of equipment during actual testing as detailed in technical specification and they have to refund the amount received so far to the Purchaser.

24. **Termination for Default:**

24.1 The Purchaser may without prejudice to any other remedy for breach of Contract by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- i. If the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract or any extension thereof granted by the Purchaser pursuant to Clause (22); or
- ii) If the Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to clause 24.1 the Purchaser may procure, upon such terms and in such manner, as it deems appropriate Goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. **Force Majeure**

25.1 Notwithstanding the provisions of Clauses 22, 23 & 24 the Supplier shall not be liable for forfeiture of its performance security liquidated damages or termination for default if and to the extent that, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

25.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include but are not restricted to acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a force-Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. **Termination for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier if the Supplier becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. **Termination for Convenience**

27.1 The purchaser may by written notice sent to the Supplier, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect;

- a) to have any portion completed and delivered at the Contract terms and prices; and/or
- b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods and for materials and parts previously procured by the Supplier against delivery of such partially completed parts and material parts previously procured.

28. **Resolution of Disputes**

28.1 The Purchaser and the supplier shall make every effort to resolve amicably direct informal negotiation any disagreement or dispute arising between them under as in connection with the Contract.

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in this clause. The mechanisms may include but are not restricted to conciliation mediated by **third party** adjudication in an agreed national or international forum and/or international arbitration.

28.3 **Clause of Arbitration:-**

Any dispute or difference whatsoever arising between the parties out of or relating to the conclusion, meaning scope, operation or effect of this contract or break thereof shall be settled by arbitration in accordance with the rule of Arbitration or the Indian Council of Arbitration and the award made in pursuance, thereof shall be binding on the parties.

28.4 **The venue of Arbitration shall be the place from where the contract is issued.**

28.5 **Clause of Jurisdiction: -**

The law of Union of India shall govern all matters relating to proposed purchase of machinery. Only Courts at New Delhi shall have the jurisdiction to decide or adjudicate on any matter, which may arise.

29. **Governing Language:-**

29.1 The contract shall be written in the language of the bid, as specified by the Purchaser in the instructions to Bidder subject to Clause 30, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

30. **Applicable Law:-**

The Contract shall be interpreted in accordance with the Laws of the Purchaser's country.

31. **Notice**

31.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by or Fax or e-mail confirmed in writing to the address specified as under:-

Purchaser: National Textile Corporation Ltd.  
Core – IV,  
SCOPE COMPLEX,  
7, Lodi Road,  
NEW DELHI-110003

Supplier: (To be filled in at the time of Contract Signature)

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

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. **Taxes and Duties**

32.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed outside the Purchaser's country.

32.2 A local Supplier shall be entirely responsible for all taxes, duties, licensee fee etc. incurred until delivery of the contracted goods to the Purchaser. However, sales tax / VAT (**not surcharge in lieu**) in respect of the transaction between the Purchaser and the Supplier shall be payable extra by the Purchaser if so stipulated in the Notification of Award.

32.3 Bidders are advised to quote bid price in manner given in price schedule, forwarding charges will be firm & incidental services charge (Installation charges) quoted will be indicative price. Variation in incidental charges above 10% will not be allowed.

**SECTION IV                      SCHEDULE OF REQUIREMENTS**

**PART-I                      PRODUCTION AND ANCILLARY MACHINES**

(List of NTC Mills with complete address is given in the tender document)

S.N	Machinery	Tentative Requirements (Nos)	Units
<b>A</b>	<b>Production Machinery- ( EMD- INR 5 Lakh)</b>		
1.	Blow Room Line with Cards suitable for synthetic/ Blends	<b>5 BRLs with 34 Cards</b>	Blow Room Line ( i) Kal B with 8 Cards (ii) Combodia with 10 Cards (iii) Vijaya Mohini with 4 Cards (iv) CSW Mahe with 4 Cards (v) and Pioneer- with 4 Cards, Keral Lakshmi- 4 Cards <b>(Bidders should quote the rates of Blow Room machines (like Bale openers, Mixers) and Cards separately.</b>
2	Breaker DF	2	1 each for Vijaya Mohini and Keral Lakshmi Mills
3	Finisher Draw Frame-Single Delivery	3	Combodia, SRV and Vijaya Mohini
4	Speed Frame 120 to 128 Spindles/ 200 to 208 Spindles	6	2 each CSW Mahe ( 120 spindles) and Vijaya Mohini ( 200 spindles) and 1 each for Keral Lakshmi Mills and Pioneers ( 120 spidles each)
5	Ring Frames 912 / 1296 Spindles/ 1632 Spindles	37 ( Total 35952 Spindles)	1. Burhanpur Tapti Mills-2 ( 1296 Spl each ), 2. Pioneer-13 ( 912 spindles each )) +1 ( 1632 Sples) Keral L Mill – 20 ( 912 Spindles each) 4. Kal B-1 ( 1632 Sples)
6	Attachment- Spandex, Fancy and Slub Yarn	16 RFs (18,240 spindles)	RTM ( 1200 Spl each )- 4 RFs, Finlay (1200 Spl each)- 4 RFs, NBT(1296 Sple each )- 4 RFs, Can Kannur (864 sple each) – 4 RFs
7	Compact Attachment	18 RFs (23616 Spindles)	BTM ( 672 sple each )-6 RFs , Pioneer ( 1632 Sple each) -4 RFs, Kal B (1632 sples each)- 4 RFs and Can Kannur (1632 sples each )-4 RFs



<b>B.</b>	<b>Accessories Machinery ( EMD INR 2.5 lakh)</b>		
8	AWES	5	1 each for Kal B, Combodia, Vijaya Mohini, CSW Mahe and Pioneer
9	Over Head Travelling Cleaner ( OHTC)	6 For Speed Frames & 37 For Ring frames	Suitable for machines given at Sl no 4 & 5 at above table

## **PART-II**

### **SCOPE OF INCIDENTAL SERVICES**

- a) Erection, testing and commissioning of the supplied machines and equipments.
- b) Furnishing of tools required for assembly and maintenance of the supplied machines.
- c) Furnishing of a detailed operations and maintenance manual for each machine supplied.
- d) Attending to Maintenance and/or repair of the Machinery supplied for a period of six months from the date of commissioning of the supplied machines including supply of spare parts. This shall not relieve the supplier or any warranty obligations under this Contract; and
- e) Conduct of training of the Purchaser's Personnel, at the Supplier's Plant and on-site, in assembly, start-up, operation, maintenance and repair or the supplied machines.

**The Supplier will supply all information required to allow the civil works contractor to prepare construction drawings. This information is to include, but not be limited to:**

- i) Site Plans showing location of all structures;
- ii) Process flow diagram showing all material flow and energy flow diagram;
- iii) Equipment layout drawings;
- iv) Foundation drawings for each piece of equipment requiring foundation;
- v) Erection drawings for each piece of equipment;
- vi) Supervision, technical and engineering advice as requested by the Purchaser.

**The information under (i) to (v) will be made available by the Supplier within a period of 30 days from award of Contract or 90 days in advance of dispatch of machinery, whichever is later.**

**SECTION IV A      SCHEDULE OF REQUIREMENTS OF SUPERVISION SERVICES.**

The Supplier's scope of the Contract will include the following and the bid price therefore will include the charges for the same in the price schedule provided for that purpose in **Section VI**.

- a. Speeds and the quality of the material processed in the machines
- b. Erection, Testing and Commissioning
  - i. In the case of imported machinery the Supplier may provide training facilities to Purchaser's Personnel at its authorized agent's expenses in purchaser's country for a period of 6 months
  - ii. The indigenous Suppliers may also offer training facilities at their works to the Purchaser's personnel. The number of personnel, the duration of training etc. to be mutually agreed upon.
- c. The machinery quoted should be of the latest model available with the manufacturer/ supplier
- d. The manufacturer/ supplier should make a mention of next probable date of next model's launch, if under development planning

**SECTION V - TECHNICAL SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS OF MACHINERY  
TO BE SUPPLIED  
BY  
THE MACHINERY MANUFACTURERS /SUPPLIERS  
  
(PLEASE PROVIDE DETAILS AS ANNEXURE-B)**

**A. PRODUCTION MACHINERY**

**1a. Technical specifications for High Production Blow room for  
SYNTHETIC/ Blends**

Blow room line should inclusive of following machine specification capable of delivering from 800 kgs production per line per hour depending on material, count etc.

Bale opener - High capacity bale opener with production capacity up to 800 kgs per line per hour with option of beater

Mixers : For optimum blending characteristic

Pre cleaner and fine Cleaners: For Uniform opening and cleaning of the raw material without damaging the fibre.

>>>Essential

- Working width – 1600 mm
- Production capacity 800 kg/hr and above
- Electronic control for fibre flow monitoring
- Provision of digital display of process parameters and performance
- Bypass arrangement for beater and mixer
- No. of chamber of blender – At least 6

>>>Desirable

- Centralized waste collection system.
- De-dusting can be incorporated in the above Blow room line.
- To be synchronized with Metal and Fire detection System and Foreign fiber/contamination detection and separation System.

### **1 b. Technical specifications for High Production Cards**

Cards should be the latest version and capable of running up to 80 kg/hr.

#### >>> Essential

- Chute feed with production capacity 80 kg/hr and above.
- The cards should be equipped with short and long term auto leveler with most modern computer control drives and centralized computer control system for controlling various machine function and trouble shooting.
- Versatility in processing cotton/ manmade fibres.
- Centralized waste collection system.
- Pressure regulated chute

#### >>> Desirable

- Single Licker-in.

Coiler size – 24”

Can size – 24”\*42”

Manufacturers should give productivity charts, UKG and CFM for various counts/raw material based on Indian cotton.

Manufacturers should clearly state combined cleaning efficiency and nep removal efficiency up to carding stage, considering different Indian cottons.

### **2. Technical specifications of Breaker Draw frame**

The machine shall have the following features

#### >>>Essential

- No. of Delivery – 2
- Speed 800 mpm and above
- Auto can changer
- Creel capacity of 8 & above
- Digital display of various parameters such as speed, sliver, production efficiency etc

Coiler size – 24”

Can size – 24”\*42”

### **3. Technical specification of Finisher Draw frame**

Draw frames should be of the latest version and capable of giving delivery speed up to 800 m/min mechanically

#### >>> Essential

- No. of Delivery – Single
- Speed above 800 mpm
- Equipped with Auto leveler.
- Auto can changer
- No. of doubling : 8 fold doubling with power creel
- The Draw frame should be equipped with most modern computer control drives and centralized computer control system for controlling various machine function and trouble shooting.
- Feed can size : suitable up-to 40” (1000 mm)

- Delivery can : 18” (450 mm), 20” (500 mm) and optionally 24” (600 mm)

Manufacturers should specify CV value of sliver for different cut lengths.

#### **4. Technical specifications of Modern Roving / Speed Frame**

Speed frame should be of the latest version with suspended type of flyer system

##### >>> Essential

- Mechanical Spindle speed 1400 rpm and above
- Drafting system equipped with short cradle/ medium cradle.
- Provision of Digital display of Process parameters
- Automatic roving tension control
- Drawframe Can diameter – 20”

##### >>> Desirable

- It should be equipped with most modern drive system with frequency controlled/ computer controlled speed drive and automation
- Flyer size 16”\*6”  
Up to 224 mm Spindle Gauge.
- Machines should equip with latest generation spring loaded drafting system with option of 3 over 3 rollers/ 4 over 4 roller drafting system.
- Auto doffer with provision of bobbin transport system(Bidder should quote optional rate for auto doffer system)

Manufacturer should specify detailed features, techno economic comparison and advantages.

#### **5. Technical specifications of Ring Frame**

Ring frame should have the latest version of Automatic Doffing system and provision to link with winder.

##### >>> Essential

- Mechanical Spindle speed 22,000 rpm and above
- Pneumatic/spring loaded Drafting system equipped with short cradle/ medium cradle.  
Ring Diameter : 36 mm and above
- Lift : 160 mm and above
- AC servo drive for ring rail.

##### >>> Desirable

- It should be equipped with most modern drive system with frequency controlled/Invertors controlled drive system and automation
- On-line monitoring of individual spindles production data, power consumption, etc will be preferred.
- Double side drive and suction arrangement for above 1200 Spindles machine.

Manufacturer should specify detailed features and advantages and provide UKG data for various count range.

## **6. Technical specifications of Fancy, Slub & Elastic yarn attachment for R/Frame**

Few of the Ring frames would be equipped with Slub with Multi count, Multi Twist yarn and elastic yarn (Core yarn) attachment to manufacture fancy yarn. The count Range would be Ne8s and above. Manufacturers should quote for the following attachment

1. Slub with Multi count and Multi Twist
2. Core/Elastic yarn unit

Above attachment can be used as additional equipment to Ring frames.

>>> Desired features

- Should be compatible to Ring frame of NTC mills
- No. of Spindles ranging from 864 to 1632 or above.
- Should be equipped with most modern drive system with invertors /servo motors
- Should be equipped with complete software and graphic stimulator
- Flexibility in slub design
- Ease of changes in software
- In-built simulation software
- Retrofit with any drafting system of any make of Ring Frame.
- Capable to produce minimum slub, pause length of 20 mm & Maximum 9000 mm
- Capable to produce yarn slub diameter of 10% to 500%
- Capable to produce slub in yarn count of range from 8s Ne and above
- Suitable for natural and manmade fibres fancy yarn.
- Compatible to produce negative slub yarn
- Easy to switch over fancy and normal yarn without major production loss.
- Electronically controlled servo motor and drives.

### **CORE/ELASTIC YARN**

- Creel arrangement – Two feed rollers with bearing and supports for sustaining the elastic filament. Electronic driving system to regulate the speed of elastic filament by servo motor.
- Should have elastic filament bobbin separators.
- Should be equipped with all support mechanism for any kind of drafting arm.
- Should be equipped with traverse mechanism for elastic filament
- Elastic filament detection – should be equipped with individual sensor for each filament for elastic filament detection. Should have an indication for breakage at each spindle.
- Roving stop motion – Individual spindle roving stop motion should be activated automatically, immediately after the elastic filament is broken
- Digital display for viewing the spindle breakage and elastic filament setting

## **7. Technical Specifications of Compact Attachments-**

- Retrofit with any drafting system of any make of Ring Frames.
- Uniform suction at both ends spindles of Ring Frame
- Compatible for 800 to 1600 spindles Ring frames.
- Capable to compact in yarn count of range from 10 Ne to 110 Ne.
- Capable to produce both single and double ply compact yarn.
- Suitable for all type of fibres/ blends.
- The Compact Spinning System should work under the principle of suction technology for Can Kannur, Pioneer & Kal. B mills. For BTM, NTC will consider to purchase mechanical type compact system for coarse count. For BTM, optional rate can be given for both system – Mechanical type and suction type
- Supply with perforated/lattice apron of quality having life of 6-18 months.
- Easy fitting of compact tube element Compacting element / unit should be of non-corrosion and non-rusting quality.
- Compatible for Ring Frame having 36mm to 44mm Ring diameter and bobbin lift from 160 mm to 220 mm.
- The Compact Spinning System should be designed and supplied with an Energy Efficient Motors.
- The Compact Spinning System should be designed and supplied with perforated apron, drafting rollers, pressure pad etc to give maximum improvement in the quality of compact yarn and increased life of components used in the compact system.
- All immediately required / critical spares for the Compact Spinning System should be available in India.

➤ Ringframe details for Attachment- Spandex, Fancy and Slub Yarn

Mill name	Make	Model	Year	R/F spindles
Rajnagar for Core/elstic yarn	LMW	LR60/AX (With Duoflex)	2011	4*1200
Finlay Achalpur for Core/elstic yarn	LMW	LR60/AX (With Duoflex)	2009	4*1200
New Bhopal Textile for Multi count, multi twist, slub yarn	LMW	LR9/AX (With Duoflex)	2012	4*1296
Can Kannur for Multi count, multi twist, slub yarn	LMW	LR6/S (With Duoflex)	2009	4*864

➤ Ringframe details for Compact Attachment

Mill name	Make	Model	Year	R/F spindles
Burhanpur tapti	LMW	LR9/AX	2012	6*672
Pioneer	LMW	LR9/AXL (With Duoflex)	2012	4*1632
Kal. B	LMW	LR9/AXL (With Duoflex)	2012	4*1632
Can Kannur	LMW	LR9/AXL (With Duoflex)	2012	4*1632

## **B. ACCESSORIES MACHINERY**

### **8. Technical specifications of AWES**

- Should be suitable for the Synthetic / Blend Blow Room Line and Cards intended to be purchase by NTC.
- Capacity of AWES as per requirement of BRL and Cards stipulated in Section II Para I table ( Sl no I ).
- Energy efficient.
  - Desirable
- Recommended by repute manufactures of Blow room and Card machinery.

### **9. Technical Specifications of OHTC**

- Should be suitable for the Speed Frames and Ring Frames intended to be purchase by NTC details provided Section II Para I table ( Sl no 4 and 5 )
- Energy efficient.
- Bidder should quote the rate for both power duct type belt drive type.



**NOTE:**

- **Spare Parts (Per Machine) 1 set of Spares**
- **Tools and gauges (Per Machine mentioned above)**
- **The supplier should also be providing the Machinery Layout and the utilities data related to Power, Water, Compressed Air, Steam, etc.**
- **All machine guards and safety equipment up to or better than the standards applied in the India, (Indian Factories Act)**

## SECTION V-A

### QUALIFICATION REQUIREMENTS

1. Name & address of the Bidder :  
Phone:  
Fax:  
e-mail:
  
2. Classification:           (1)    Manufacturer  
                                  (2)    Authorized Agent  
                                  (3)    Dealer  
                                  (4)    Others, please specify
  
- 2A. Constitution of Bidder:  
(Specify whether Sole Proprietorship/Company etc.)  
Plant                   -            Location:
  
8. Order statistics indicating item-wise quantity details of textile machinery-plant offered to be supplied; sold during the last three financial years (separate list may be attached if required)
  
9. Addresses of all Regional Offices and Service Centers in the country
  
10. Details of Organization at Service Centre:
  - j. No. of skilled employees:
    - ii) List of special/repair/workshop facilities available
    - iii) Value of minimum stock of spares available at all the service centers in respective currency.
  
11. Details of existing ISO or any other certification, if any;
  
12. Details regarding collaboration, if any, along with Government approvals.
  
13. Annual Report for the last 3 years along with Balance Sheets (provisional for last year's only, if not audited).
  
14. Bank Reference.
  
15. Latest Income-Tax and Sales Tax ( VAT wherever applicable) assessment Certificates

**PROFORMA FOR PERFORMANCE STATEMENT OF THE BIDDER**

**(Details of Machines supplied during last three years)**

**Name of the Bidder/Manufacturer**

Order placed by (full commissioned Address of Purchaser)	Order No. and Date	Description and Qty. of ordered equipment	Value of Order	Has the equipment satisfactorily and is it giving trouble free service?
1.	2.	3.	4.	5.

Signature and Seal of  
The Manufacturer/Bidder

**SECTION VI BID FORM AND PRICE SCHEDULE**

**Date:**

To: (Name and address of Purchaser)

Gentlemen:

Having examined the Bidding Documents including Addenda Nos. (Insert numbers/ dates), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of Machines and Services) in conformity with the said Bidding Documents for the sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the Contract within (number) days calculated from the date of receipt of your Notification of Award( and to perform all the incidental services)

We enclose herewith a security deposit of INR 5 lakhs / INR 2.5 lakhs ( as the case may be) through D.D/Banker's Cheque No.....dated.....drawn on .....Bank.

Give details of earlier EMD/ Security Deposit, if to be considered against this.

We agree to abide by this bid for a minimum period of 120 days (one hundred twenty days) from the date fixed for bid opening under Clause 21 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated: this day of

Signature

(In the Capacity of):  
Duly authorized to sign bid  
For and on behalf of

**SECTION VII      BID SECURITY FORM**

To: (Name and address of Purchaser)

Gentlemen:

WHEREAS..... (Name of the Bidder)  
has undertaken, in pursuance of the 'Bid' dated.....for the supply  
(Description of goods and services) hereinafter called "the Bidder" having our  
registered office at .....hereby  
accept that the sum of INR 5 Lakhs (INR five lakh only) / INR 2.5 Lakhs ( INR  
Two lakh and Fifty thousand only) submitted as Security Deposit along with the  
Bid (OR earlier lying with NTC to be considered against this bid) can be forfeited  
by the Purchaser in case in default of the following conditions of this Obligation;

Conditions of this obligation are:

1. If the Bidder withdraws its Bid during the period of the bid validity specified by the Bidder on the Bid Form; or
  
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
  - Fails or refuses to execute the Contract Form, if required

Signature and Seal of the Supplier  
(Authorized Signatory)

**SECTION - VIII PERFORMANCE SECURITY FORM**

National Textile Corporation Limited, New Delhi (Unit name -----)  
hereinafter called the “Purchaser”

WHEREAS..... (Name of the Supplier)

hereinafter called the “Supplier” has undertaken, in pursuance of the Rate Contract No ..... Dated ..... to supply (Description of goods and services) hereinafter called “Rate Contract”

AND WHEREAS it has been stipulated by the Purchaser in the said Rate Contract that the Supplier shall hereby accept to supply the goods and services to the Purchaser.

IN CASE OF non-compliance of supply of goods and services as per the Rate Contract, we hereby agree that the Security Deposit of INR 5 Lakh / INR 2.5 Lakh (as the case may be) deposited by us alongwith the Bid can be forfeited by the Purchaser.

Signature and Seal of the Supplier  
(Authorised Signatory)

**SECTION IX**

**MANUFACTURER'S AUTHORIZATION FORM**

To

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

We, \_\_\_\_\_ who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ hereby inform that we are not supplying these machines/equipments directly to any company/ mill in India but only through our authorized agents and we authorize M/s \_\_\_\_\_ (Name and address of Agents) to bid, negotiate and conclude the Contract with you against IFB dated \_\_\_\_\_ for the above goods manufactured by us.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific IFB dated \_\_\_\_\_.

We, \_\_\_\_\_ also certify that we do not sell any of the above-mentioned products/ machines direct to any mill(s) in India but only through authorized dealers only.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name)

for and on behalf of M/s \_\_\_\_\_  
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**SECTION X**

**PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER  
AFTER SUCCESSFUL COMMISSIONING OF MACHINE**

No. \_\_\_\_\_ Date \_\_\_\_\_

M/s \_\_\_\_\_  
\_\_\_\_\_

Subject: **Certificate of commissioning of machine**

1. This is to certify that the machine(s) as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No.2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- a) Contract No. \_\_\_\_\_ dated \_\_\_\_\_
- b) Description of the Machine \_\_\_\_\_
- c) Machine Nos. \_\_\_\_\_
- d) Quantity \_\_\_\_\_
- e) Bill of Lading \_\_\_\_\_ dated \_\_\_\_\_  
(for import contract)
- f) Name of the vessel/transporter \_\_\_\_\_
- g) R/R No. \_\_\_\_\_ dated \_\_\_\_\_
- h) Name of the Consignee \_\_\_\_\_
- i) Date of commissioning and proving test \_\_\_\_\_

2 Details of accessories/spares not yet supplied and recoveries to be made on that account:

<b><u>S.No.</u></b>	<b><u>Description</u></b>	<b><u>Amount to be recovered</u></b>
---------------------	---------------------------	--------------------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the machine.

Cont.....

4. The supplier has fulfilled his contractual obligations satisfactorily\*\*

OR

The Supplier has failed to fulfill his contractual obligations with regard to the following:-



- a)
  - b)
  - c)
5. The amount of recovery on account of non-supply of accessories and spares is given under Para No.2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation with stamp\_\_\_\_\_

\*\*Explanatory notes for filling up the certificates:

- (a) He has adhered to the time schedule specified in the Contract in dispatching the documents/drawings pursuant to Technical Specifications.
- (b) He has supervised the commissioning of the machine in time, i.e. within the period specified in the contract from the date of intimation by the Purchaser in respect of installation of the machine.
- (c) Training of personnel has been done by the supplier as specified in the Contract.
- (d) In the event of documents/drawings having not been supplied or installation and commissioning of the plant having been delayed on account of the supplier, the extent of delay should always be mentioned.

**SECTION XI**

**MANUFACTURER'S / SUPPLIER'S CERTIFICATE FOR BEST PRICES**

To

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

We, \_\_\_\_\_ who are established and reputed manufacturers/suppliers on behalf of M/s \_\_\_\_\_ certify that the prices quoted by us are the lowest and have not sold these machines/ ancillary items at lower than these prices to any other PSU or any Government body.

Yours faithfully,

(Name)

for and on behalf of M/s \_\_\_\_\_  
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**LIST OF SPECIFIED SPARES**

The Suppliers shall supply a list of spare parts in this schedule, showing the quantity and the price. It shall also give the quantities of additional spares, as it deems fit, for the maintenance of the Plant and Machinery for two years of operations, on three shifts a day of 24 hours basis for 350 days a year.

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<b>Description</b>	<b>Quantity</b>	<b>Value (in Rs.)</b>
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**Bidder**

**TECHNICAL SPECIFICATIONS OF MACXHINES**

**TO BE PROVIDED BY THE MANUFACTURERS/SUPPLIERS**

**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 .....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 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-A**.
  - 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-B**.

### **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. 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)  
 behalf of Bidder/Contractor  
 (Office Seal)

(For & On  
 (Office Seal)

Place.....  
 Date.....

Witness 1 :  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Witness 2 :  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **GUIDELEINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

### **Annexure A**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and limited Tender. An agent who is not registered with NTC shall apply for registration in the prescribed Application-Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreements and giving the status being enjoyed by the agent and the Commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by NTC.
- 1.2 Wherever Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e Principal) before finalizing the order.

### **2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA.IF ANY.**

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer.
  - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agents/representatives be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission /remuneration included in the quoted price(s) for such agents /representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission / remuneration if any, payable to his agents/representatives in India, may be paid by NTC in Indian Rupees Only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their Offers.
  - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, I.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to Tender either directly or through the agents/representatives.
  - 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
  - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration , if any, reserved for the Tenderer in the quoted

price(s) , may be paid by NTC in India in equivalent Indian Rupees on satisfactory completing of the Project or supplies of Stores and Spares in case of operation items.

- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents /representatives in India in Indian Rupees on expiry of 90 Days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NTC. Beside this there would be a penalty of banning business dealing with NTC or damage or payment of a named sum.

\*\*\*\*\*

• **Introduction**

- 1.1. National Textile Corporation Limited (NTC) deals with Agencies viz parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NTC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

**2. Scope**

- 2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of NTC generally provide that NTC shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors/bidders; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Mills whether operational or closed/showrooms/ RMDs/ Regional Offices/Sub Offices/Liaison Office of NTC.
- 2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.
- 2.5 The banning shall be with prospective effect, i.e. future business dealings.

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

- I. "Party / Contractor / Supplier / Bidders" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder" in the context of these guidelines is indicated as 'Agency'.

II. “Unit” shall mean the Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

III. “Competent Authority” and ‘Appellate Authority’ shall mean the following:

a) For NTC Wide Banning

The concerned director shall be the ‘Competent Authority’ for the purpose of these guidelines. CMD shall be the ‘Appellate Authority’ in respect of such cases.

b) For Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

Head of the Unit/Head of Finance shall be the ‘Competent Authority’ for the purpose of these guidelines, in respect of concerned unit/Sub-office/Regional Office. The concerned Executive Director/ Regional Head of the Unit/ Region shall be the ‘Appellate Authority’ in all such cases.

IV. “Investigating Committee” shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.

V. “Approved Agencies viz Parties / Contractors / Suppliers/Bidders” shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc, who have been pre-qualified by NTC for any tender/contract/bid.

#### **4. Initiation of Banning / Suspension**

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

#### **5. Suspension of Business Dealings.**

5.1 If the conduct of any Agency dealing with NTC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their

investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

- 5.2 The order of suspension shall be communicated to all Departmental Heads of NTC and Heads of the Units, which would also be displayed on Intranet, if available. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

## **6. Ground on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to NTC so warrants;
- 6.2 If the Director of a company (other than Govt. company) /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India.
- 6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent

Authority may decide to ban business dealing for any good and sufficient reason).

## **7. Banning of Business Dealings**

7.1 A decision to ban business dealings with any Agency shall normally apply throughout NTC. However, the Competent Authority of the Unit can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of NTC.

7.2 There will be an Investigating Committee in each Unit to be appointed by Head of the Unit for processing the cases of “Banning of Business Dealings”. However, for procurement of items /award of contracts at Corporate Office, the committee shall consist of officers not below the rank of Senior Manager from Indenting Division & Finance. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department as per clause 9.1.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendations to the Competent Authority for banning or otherwise.

## **8. Removal from List of Approved Agencies - Suppliers/ Contractors, etc.**

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors/Bidders etc.

8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

## **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of NTC, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
  - b) For removing the Agency from the list of approved Suppliers/Contractors, etc.
  - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.
- 9.5 Unitwise banning may be done for a period upto six months only and for more than six months banning, it should be pervasive i.e. for all the units. In case of pervasive banning for more than six months i.e. across all the units, it should be done after approval of the Director (Finance) of the corporate office.

## **10. Appeal against the Decision of the Competent Authority**

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order within 120 days which shall be communicated to the Agency as well as the Competent Authority.

## **11. Circulation of the names of Agencies with whom Business Dealings have been banned**

The concerned unit shall forward the name and details of the Agency (ies) banned to IT&C Division of Corporate Office for displaying the same on the NTC website.



## **Corrupt, Fraudulent, Collusive or Coercive Practices Policy**

### **1.0 Corrupt, Fraudulent, Collusive or Coercive Practices**

It is expected from the Bidders/ suppliers/ contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) For the purposes of this provision, the terms set forth below shall mean as under:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value and /or personal satisfaction to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
  - (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;
  - (v) "Integrity Pact" means an agreement called Integrity Pact between the contractor and the Employer shall be signed committing the persons/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s) (IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.
  - vi) "Independent External Monitor(s)(IEMs)" means the External Monitor(s) appointed by the Employer to oversee the implementation of Integrity Pact
- (b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity pact as mentioned above in competing for the contract in question.
- (c) The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or defaulted commitments under integrity pact in competing for, or in executing, a contract.

- (d) Banning of Business Dealings: It is not in the interest of NTC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:-
- i) If the security consideration, including questions of loyalty of the Agency to NTC so warrants;
  - ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
  - iii) If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India or by any other department of GOI.
  - iv) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
  - v) If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract:
  - vi) If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).
  - vii) In the transaction where NTC is a seller, the term Purchaser shall be deemed to have been replaced by 'Seller' and vice versa.

The procedure for banning of Business Dealings shall be governed as per NTC's "Guidelines on Banning Business Dealings" as enclosed separately. **(Annexure B).**

**LIST OF NTC MILLS**

**SECTION XIII**

<b>Sr.NO.</b>	<b>NAME OF THE MILLS</b>	<b>LOCATION</b>
<b>GUJARAT</b>		
1	Rajnarar Textile Mills	Opp: Uttar Gujrat Patel Nagar Society, Babupura, Asarwa Civil Hospital Road, <b>Ahmedabad - 380 016</b>
<b>KARNATAKA</b>		
2	NEW MINERVA MILS	KIADB Plot No 51,52 & 53, Hanumanthpura Vill & Post, Textile SEZ, <b>HASSAN-573 128</b>
<b>KERALA</b>		
3	ALGAPPA TEXTILE MILLS	ALAGAPPANAGAR, <b>Trichur-680 302</b>
4	CANNANORE SPG.& WVG.MILLS	Kakkad, <b>CANNANORE-670 005</b>
5	KERALA LAXMI MILLS	Pullazi, <b>THRISSUR-680 012</b>
6	VIJAYAMOHINI MILLS	Thirumala Post, <b>TRIVANDRUM - 695 006</b>
<b>MAHE</b>		
7	CANNANORE SPG.& WVG.MILLS	Palloor, <b>MAHE- 673 310</b>
<b>MAHARASHTRA</b>		
8	PODAR MILLS	N M Joshi Marg, <b>MUMBAI -400 011</b>
9	TATA MILLS	Dr Ambedkar oad, Parel, <b>MUMBAI- 400 012</b>
10	INDIA UNITED M ILL NO.5	AG Pawar Lane, Buculla, <b>MUMBAI- 400 027</b>
11	BARSHI TEXTILE MILLS	2553, Bhoyare Road, <b>BARSHI, Dist- Solapur (Maharashtra)</b>
12	NEW FINLAY MILLS	<b>Berar, ACHALPUR- 444 001</b>
<b>WEST BENGAL</b>		
13	ARATI COTTON MILLS	<b>DASS NAGAR, Howrah- 711 105</b>
<b>MADHYA PRADESH</b>		
14	BURHANPUR TAPTI MILLS	Lal Bag, <b>BURHANPUR- 450 331</b>
15	NEW BHOPAL TEXTILE MILLS	Chandbad, <b>BHOPAL- 462 010</b>
<b>TAMIL NADU</b>		
16	PIONEER SPINNERS MILLS	KAMUDAKUDI Post, <b>PARAMKUDI- 623 719</b>
17	KALEESWARAR MILLS 'B' UNIT	<b>KALAYARKOIL- 623 551</b>
18	CAMBODIA MILLS	<b>ONDIPUDUR, COIMBATORE- 641 016</b>
19	COIMBATORE MURUGAN MILLS	Mettupalayam Road, <b>COIMBATORE -641 043</b>
20	PANKAJA MILLS	Pankaja Mills Road, <b>COIMBATORE- 641 045</b>
21	SRI RANGAVILAS S.& W. MILLS	Peelamedu Post, <b>COIMBATORE- 641 004</b>
22	COIMBATORE SPG & WVG MILLS	Krishnaswamy Road, <b>COIMBATORE-641001</b>
<b>ANDHRA PRADESH</b>		
23	TIRUPATHI COTTON MILLS	<b>RENIGUNTA, Tirupathi-517 520</b>

**TECHNICAL DIVISION**

Ph. 011-2436 3276 (D) and 2436 0101/2551 & 2566  
FAX 011-2436 1112 / 2436 3900

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