

Tender Ref.:NTC(WR)/Tech /Cooling Tower/2016-17



**NATIONAL TEXTILE CORPORATION LTD.,(WESTERN  
REGION)**

**NTC HOUSE, 15, N.M. MARG,  
BALLARD ESTATE, MUMBAI-400 001**

TEL NO. 022-22686600,

FAX NO.022-22686631.

WEBSITE: [www.ntcltd.co.in](http://www.ntcltd.co.in)

**TENDER DOCUMENT FOR**

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF  
Cooling Tower**

FOR

RAJNAGAR TEXTILE MILLS,

OPP. UTTAR GUJARAT PATEL NAGAR SOCIETY,

BABUPURA, ASARWA, AHMEDABAD-380 016

Phone No. 079-22165009 / 22165729

E-mail : [rnmpurchase@yahoo.com](mailto:rnmpurchase@yahoo.com)

SALE OF TENDER DOCUMENT	17.11.2016 TO 07.12.2016
DATE OF PRE BID MEETING	28.11.2016 AT 11.30 A.M.
LAST DATE FOR SUBMISSION OF TENDER	08.12.2016 Up to 6.00 P.M.
DATE FOR OPENING OF TENDER ( <b>Technical Bid</b> )	09.12.2016 AT 11.30 A.M.



नेशनल टेक्सटाइल कॉर्पोरेशन लिमिटेड (पश्चिम क्षेत्र)  
NATIONAL TEXTILE CORPORATION LIMITED ( WESTERN REGION )  
(भारत सरकार का उपक्रम)  
(A GOVERNMENT OF INDIA UNDERTAKING)

Ref. No.- NTC(WR)/Tech / Cooling Tower/2016-17

Date:17.11.2016

**Tender Notice**

Sub: **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF COOLING TOWER AT RAJNAGAR TEXTILE MILLS, AHMEDABAD**

National Textile Corporation Limited, Western Region, Mumbai (A Govt. of India Undertaking) are inviting sealed tender under two bids system from reputed manufacturers or Authorized Dealer / Distributors for supply, installation, testing & commissioning of COOLING TOWER at Rajnagar Textile mills, Ahmedabad

**1 ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER.**

- a. The bidding firm should be manufacturers or authorized dealer / distributors. In case of authorized dealers / distributor a recent valid certificate of authorizations from their principal is required.
- b. The bidding firm should have **Minimum annual turnover Rs. 50 Lacs** during last 3 financial year ending 31<sup>st</sup> March 2016, audited balance sheet / certificate from chartered accountant to be enclosed for the financial year , 2013-14, 2014-15, 2015-16
- c. The bidding firm should have proven record for satisfactory supply of minimum 3 nos. of similar machinery for which they have quoted in any textile mills during last 5 years. The proof of documents for satisfactory supply and commissioning from the respective textile industries are to be enclosed.
- d. PAN Card Copy of Bidder.

Bidding firms who do not meet all the above eligibility criteria (a to d) shall be disqualified in Technical Bid & tender shall be rejected summarily.

**The original supporting Documents of all above eligibility criteria (a to d) of L-1 bidder may be verified by the Corporation before awarding the contract.**

**2. SCOPE OF WORK AND SPECIFICATION**

**1. SCOPE OF WORK**

- 1.1 To design, manufacture, test pack, forward, supervision during installation & commissioning of COOLING TOWER with associated equipment & accessories, all as required. **Instrument shall be of reputed make.**

## 1.2. **Scope of Equipment Supply**

COOLING TOWER shall comprise of specification mentioned in the tender document. Any other items required for the efficient functioning of the commissioning/ Working shall form part of the scope of supply.

## 3. **INSPECTION AND TESTING**

3.1 At the time of commissioning of COOLING TOWER Test Certificate of Cooling Tower should be provided in presence of service engineer of Machine Providing Successful Bidder.

## 4. **DRAWINGS & DOCUMENTS**

4.1 Along with the Technical Bid /Quotation, the Bidder shall submit 2 sets of the following documents for approval & records :

- a. Technical data sheet duly filled in, as per format given in this tender.
- b. General & Commercial condition duly filled in as per the format given in this tender.
- c. Extra optional items.
- d. Catalogue of Materials / Items.

## 5. **SCHEDULE OF COST (Preamble)**

- a. For assessing proper quality and type of working involvement the bidder is advised to visit the site at his cost before filling the rates in tenders.
- b. Contractor has to carry out the complete job and provide any items necessary as per actual site condition and good engineering practice and shall form part of scope of supply. The cost of such items is deemed to be included in the rates quoted by bidder in the tender.
- c. The rates quoted for the bill of quantities shall be on the best Principle of Engineering analysis and the arithmetical extension for arriving at the amount shall be accurately carried out.
- d. The rate quoted shall be for each item in the tender for fully completed item of work and shall include all the items necessary complete to the work to the full intent of specification, general trade practice, and to the full performance / working of the system.
- e. Supply of materials, labour, transportation, loading, unloading, storage, watch & ward at site, sales tax, octroi, Excise & if GST is applicable bidder has to follow the rules as per Government law as applicable, and any other taxes, overhead, profit, any other incidental charges to complete the work and supply Insurance coverage for the period from transit up to end of Commissioning of machine shall be included.

6. **PRE-BID MEETING**

A pre-bid meeting with prospective bidders shall be held at NTC Ltd., Western Regional Office, Mumbai on 28.11.2016 at 11.30 AM. The concerned bidders are requested to present themselves for any clarification on technical as well as commercial matters regarding to this tender.

Only the prospective bidders are required to submit their suggestions / clarifications during the pre-bid meetings in writing. The suggestions received and found reasonable and acceptable shall be incorporated as corrigendum. Management is not bound to accept any or all suggestions so given in pre-bid meeting. Any suggestions forwarded after the pre-bid meetings shall not be entertained at all by the management.

7. **CORRIGENDUM/AMENDMENTS IN TENDER DOCUMENT**

Amendments if any in tender document shall be uploaded in website www.ntcltd.co.in, bidders are requested to download the copy of Corrigendum /Amendments from website and attach the same with tender document.

8. **CONTACT DETAILS**

The prospective bidders are requested to contact the following officials for any clarifications / information regarding the tender documents etc.

<b>Name of Official</b>	<b>Contact Number</b>
Shri G. A. Shukla, Dy. General Manager, (Tech.), N.T.C. Ltd., (WR), Mumbai.	022-22686603/ 09969010333
General Manager, Rajnagar Textile Mill, Ahmedabad	079-22165009 09825760051

9. **EARNEST MONEY DEPOSIT**

- a. The prospective bidder who wishes to participate in tenders will have to submit earnest money deposit of Rs. 50000/- by D.D/Pay Order from any Nationalized/ scheduled commercial bank (excluding co-operative / rural bank) notified by RBI.
- b. D.D/Pay Order to be prepared in Name of "**National Textile Corporation Ltd.,Unit - Western Region**", payable at Mumbai.
- c. The tender received without earnest money deposit shall be rejected out rightly.
- d. The earnest money of unsuccessful bidder will be refunded within 15 days after finalization of Contract by at "Par Cheque."
- e. The earnest money of Successful Bidder will be converted into Security Deposit & will be refunded after successful completion of contract.

## 10. **EMD EXEMPTION**

Concession/Exemption for MSEs Entrepreneurs

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

## 11. **Implementation of Integrity Pact in NTC**

Bidders are requested to go through the implementation of integrity pact in NTC which is attached as annexure. This tender is hosted on our website: [www.ntcltd.co.in](http://www.ntcltd.co.in) along with the copy of the Integrity Pact, which may be downloaded and submitted duly signed with seal, along with the tender. "Only those vendors / bidders, who commit themselves to Integrity Pact would be considered competent to participate in the bidding process.

The name of the independent External monitors (IEM) is Transparency International India. (TII). This tendering process is being monitored by Independent External Monitor, Shri Ashok Kumar Tripathi Retd. District Judge, at Corporation Office of NTC i.e. (5th floor, Core -IV Scope Complex, 7 Lodhi Road, New Delhi- 110003) M. No- 9029020548 / 9911566668, e-mail: [atipathi@yahoo.co.in](mailto:atipathi@yahoo.co.in) If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact".

## 12. **COST OF TENDER DOCUMENTS.**

- a. Interested bidders are requested to obtain the tender documents from Materials Department, NTC Office Mumbai by paying Rs. 1000/- (non-refundable) being the cost of tender documents by Bank Draft (D.D)/Pay order from any Nationalized/ scheduled commercial Bank notified by RBI (excluding co-operative / rural Bank) on any working day except holiday (Saturday & Sunday) from 17.11.2016 to 07.12.2016 from 10.00 AM to 6.00 PM.
- b. Bidders may also download the tender document from NTC Ltd., website i.e. [www.ntcltd.co.in](http://www.ntcltd.co.in). If the Tender Document is downloaded then the cost of tender documents of Rs. 1000/- in form of D.D/Pay order drawn from any Nationalized/ scheduled commercial Bank (excluding co-operative / rural Bank) notified by RBI must be submitted along with tender.
- c. Bank Draft/Pay order to be prepared in the Name of "**National Textile Corporation Ltd., Unit- Western Region**", payable at Mumbai.
- d. Tender shall not be accepted without tender fee in form of DD/Pay Order.

## 13. **SUBMISSION OF TENDER**

- a. Prospective bidder should submit their complete offer in three separate duly sealed envelope marked A,B,C Complete bid should be submitted to

Jt.Manager(Materials) at NTC Ltd, (WR) Office, Mumbai on or before 08.12.2016 upto 6.00 PM.

- b. Envelope 'A' should be marked **EMD** containing the D.D/Pay Order for EMD and cost of tender document in case of downloaded tender form.
- c. Envelope 'B' should be marked **Technical Bid** containing all documents required to meet qualification criteria and tender document with all the pages signed and stamped by the bidder firm.
- d. Envelope 'C' should be marked **Financial Bid** containing financial bid.
- e. All the three envelop A, B, C, duly completed should be placed in an outer envelope, which shall be sealed and should contain the following information clearly.
  - i. Tender document No. & Scope of work with due date.
  - ii. Name & address of the bidder on left corner of each envelop A, B, C.
- f. If the envelops are not sealed and marked as stated above the NTC Ltd WRO, Mumbai assumes no responsibility for the misplacement or premature opening of the contents proposal submitted.
- g. Bids submitted by fax telegram, fax, email shall not be entertained and shall be rejected.

#### **14. LATE TENDERS**

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

#### **15. REJECTION OF THE TENDER**

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

#### **16. TENDER OPENING (TECHNICAL BID)**

- a. The envelop A and B containing EMD draft and authorization certificate document shall be opened at NTC Ltd. (WR), Mumbai on 09.12.2016 at 11.30 AM before the prospective bidders or their authorized representative who wish to be present and tender opening committee of NTC Ltd. (WR), Mumbai.
- b. The price bid envelop "C" shall be kept unopened as it is.
- c. The Financial Bid / Commercial Bid of those bidders who have been found qualified in technical bid as per the document submitted for claiming eligibility criteria shall be communicated by email / fax / telephone for the date and time of financial bid opening.

- d. Management has the right to postpone the opening date of technical bid and financial bid on account of any reason in that case the next date and time of opening of technical bid and financial bid shall be communicated to the qualified bidder's representative by email / fax / telephone.
- e. In the event of tender opening date as stated above falling on holiday the time of tender submission and opening shall be same on the next working days.

**17. SITE VISIT**

The prospective bidders are requested to visit the Rajnagar Textile Mill , Ahmedabad for collecting all detail about scope of work and other constraints before submission of tender.

**18. PRICES**

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

**Income Tax, Service Tax & other Taxes, if any will be deducted as per prevailing rules**

**19. DELIVERY PERIOD AND COMPLETION OF WORK.**

1 month from date of LOI / Work Order.

**20. PAYMENT TERMS**

**A. ADVANCE PAYMENT –**

10% of Basic Price of materials value shall be payable to the contractor as mobilization advance within 15 days against submission of Bank Guarantee of 110% Value of the advance amount in the same currency from Nationalized / scheduled commercial Bank (excluding co-operative / rural bank) notified by RBI. The B.G. validity period should be for 4 months or intended to cover till successful completion of commissioning work and shall be released only after successful completion of Commissioning Work.

B. 70% of basic price of materials supply at mills site plus 100% duties & Taxes and other levies such as Transport & Insurance etc. will be released within 30 days after verification of materials and documents etc. physically and receipt certified from mills.

C. 10% of Basic Price of material value plus Supervision, installation and commissioning charges (including Service Taxes) within 15 days after successful completion of the work and receipt certified from mills.

- D. Balance 10% of Basic price of material value shall be retained for the defect liability period of 12 months. The retention money may be released after submission of performance Bank Guarantee drawn from Nationalized / scheduled commercial Bank (excluding co-operative / rural bank) notified by RBI of equivalent amount,. The P.B.G. validity period should be valid till the completion of defect liability period of 12 months from the date of handing over. This performance Bank Guarantee will be released after successfully completion of defect liability period.

**Note:**

The contractors who have not availed the advance amount will be paid 20% instead of 10% against C.

21. **SECURITY DEPOSIT:**

- a. The earnest money deposit of successful bidder shall be converted into security deposit amount against the work order. This amount will not carry any interest.
- b. The security deposit amount shall be refunded after the successful commissioning of the machinery.

22. **GUARANTEE**

Contractor has to guarantee of the machineries supply & commissioned including all its components/equipment/sub system for 12 months from the date of satisfactory completion report duly verified by nominated mill officers and approved by General Manager.

The scope of guarantee shall cover free replacement of all the parts/ components/ electronic components/ machinery / equipments found not functioning/under functioning/damaged free of cost including installation cost. Any defects found in the system/its sub system/machinery / equipments will have to be attended free of cost with minimum reasonable time period for arranging engineers/spares. No lodging, boarding, travel expenses and service charges will be payable by the mill during guarantee period.

In the event of supplier failing to provide timely replacement spares/service engineer to the mill within the reasonable minimum period, management has right to engage other agencies/procure the parts from other sources the additional cost for the same shall be recovered from the suppliers.

23. **PENALTY FOR DELAY IN SUPPLY & COMMISSIONING**



0.05% of contract value per week for delay. The delay shall be reckoned from the end of '1' month from the date of work order.

However, in the event of delay in providing clear site or delay in erection of machines or any other genuine reason or delay in project due to the factors beyond control of management penalty clause shall not be applicable.

For claiming waiver in such cases supplier has to inform to the management with complete details for verification of their claim by Mills nominated officials and consultant.

Based on above verification of claim for waiver of penalty the General Manager of the Mills shall have the power for waiver of penalty.

**24. VALIDITY OF OFFER**

The offer given by the bidders for the supply shall be valid for 120 days from the date of opening of the tender

**25. VALIDITY OF RATE**

The rate quoted by the suppliers for the supply & commissioning shall be valid till the completion of installation and commissioning of the machine.

**26. CONTRACT RATES**

The contractor shall not be entitled for any increase in the Price of machineries during the contract period.

**27. TRAINING**

The supplier has to ensure that proper training should be provided to the staff and officials of the mills for smooth use of the cooling Tower and its maintenance.

The work order will be awarded to successful bidder, whose tender has been determined to be substantially responsive provided further that the bidder is determined to be qualified to perform the contract satisfactorily on comprehensive basis.

In the event of withdrawing the offer by the supplier at any stage from date of opening of tender the entire EMD deposit along with pending payments of supplier shall be forfeited.

Delivery of Goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the National Textile Corporation Ltd.

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 suppliers EMD deposit and credit amount lying with mills, imposition of liquidated damages, and/or termination of the Contract for default.

If the supplier fails to deliver any or all of the equipment / material or perform the services within the time period(s) specified in the contract, The General Manager of Rajnagar Textile Mill, Ahmedabad shall take such remedial action as may be necessary including termination of contract without prejudice to its other remedies under the Contract.

The General Manager, Rajnagar Textile Mill, Ahmedabad 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:

In the event of termination of the Contract in whole or in part, the Rajnagar Textile Mill, Ahmedabad may procure, upon such terms and in such manner, as it deems appropriate equipment / material / service similar to those undelivered and the supplier shall be liable to the Rajnagar Textile Mill, Ahmedabad for any excess costs for such similar machinery / equipments / material / service.

## **28. RESOLUTION OF DISPUTES**

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

## **29. FORCE MAJURE**

The General Manager, Rajnagar Textile Mill, Ahmedabad shall not be liable for any failure or delay in execution of contract due to any cause beyond their control including fire, floods, strikes, go-slow, lock-out, closure, pestilence dissilience dispute with staff dislocation of normal working conditions, war riots epidemics political upheavals Government actions commotion, breakdown of machinery, shortage of labour, demands or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of The General Manager, Rajnagar Textile Mill, Ahmedabad. To extend the time of execution on the part of The General Manager Rajnagar Textile Mill, Ahmedabad by such period as may be necessary to enable The General Manager Rajnagar Textile Mill, Ahmedabad to affect execution after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

## **30. JURISDICTION**

All suits or proceedings relating to any dispute or claim arising out of or in course of performance in this contract shall be filed in appropriate court having jurisdiction in Ahmedabad.

**31. ACCEPTANCE.**

We have read all the terms and condition of tender documents and we agree to abide by the same. We will supply all machinery / equipments strictly as mentioned in tender document and corrigendum to tender document. We are aware that any additional condition will not be accepted and there will be no change in scope of work.

Signature \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-Mail ID \_\_\_\_\_

Contact No. \_\_\_\_\_

**National Textile Corporation Limited (NTC)** hereinafter referred to

as

**"The Principal"**

and

----- herein after referred to

as

**"The Bidder/Contractor"**

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for to

\_\_\_\_\_ The Principal

Values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a.No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b.The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c.The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2- Commitments of the Bidder(s)/contractor(s)**

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure-B1**.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3- Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings". Copy of the "Guidelines on Banning of Business Dealings" is annexed and marked as **Annexure-B2**.

#### **Section 4- Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 – Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings."

#### **Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors**

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 – Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/ Contractors as confidential. He reports to the Chairman, NTC.

3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant

the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

4. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Chairman, NTC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairman, NTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word '**Monitor**' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

### **Section 9 – Pact Duration**

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)  
Bidder/Contractor)

(For & On behalf of

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2 :

(Name & Address)



## COOLING TOWER    **Quantity :- ONE**

Sr. No	Specification	To be filled by Bidder & attached along with his Technical Bid
a	Manufacturer Name	
b	Type	
c	Model	
d	Quantity (No.)	1 (ONE)
1	Type	Induced Draft JET, Fan less, Fill-Less & Maintenance Free
2	Capacity	190m <sup>3</sup> /hr.
3	Hot Water Temperature	40 ° C
4	Cold Water Temperature	32 ° C
5	Wet Bulb Temperature	26 ° C
6	Frame work	FRP Lined Heavy Duty Steel Including Vertical Channel Sections and Tee Sections.
7	Louvers	100 % Molded FRP With Non bending Design
8	Casing	FRP Lined Heavy Duty Steel/Pultruded FRP
9	Bolt, Nuts & Washer	For Structure HDGI
		For Louvers – Glass Filled Nylon.
10	Spray Headers	Class 'C' – G.I pipes/ S.S -304 Schedule -10
11	Base Frame Design	FRP Coated ISMC with Floating Structure.
12	CATWALK & Walkway (Optional)	FRP Lined Steel/HDGI
13	LADDER (Optional)	FRP Lined Steel/ Pultruded FRP/ HDGI.
14	Configuration	Multi cell Possibility in single Structure.
15	Design Criteria	Modular / Expandable
16	Nozzles	Engineering Plastic – Nylon – 6 OR Darlene OR Polycarbonate

	<b>Scope of Supply</b>	
A	Complete Cooling Tower Structure	
B	Erection of cooling Tower at manufacture's factory	
C	Erection of cooling Tower at our site	
D	Commissioning of Cooling Tower	
	<b>Scope of The Mill</b>	
1	RCC/Masonry Basin, Hot Water Pipe Line, Cold Water Pipe Line	

Name of the Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-Mail ID \_\_\_\_\_

Contact No. \_\_\_\_\_

Signature \_\_\_\_\_

Tender Ref.:NTC(WR)/Tech /Cooling Tower/2016-17



NATIONAL TEXTILE CORPORATION LTD.,(WESTERN REGION)  
NTC HOUSE, 15, N.M. MARG,  
BALLARD ESTATE, MUMBAI-400 001  
TEL NO. 022-22686600,  
FAX NO.022-22686631.  
WEBSITE: [www.ntcltd.co.in](http://www.ntcltd.co.in)

**FINANCIAL BID FOR**  
**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF**  
**COOLING TOWER**

FOR  
RAJNAGAR TEXTILE MILLS,  
OPP. UTTAR GUJARAT PATEL NAGAR SOCIETY,  
BABUPURA, ASARWA,  
AHMEDABAD-380 016  
Phone No. 079-22165009 / 22165729  
E-mail : [rnmpurchase@yahoo.com](mailto:rnmpurchase@yahoo.com)

**NATIONAL TEXTILE CORPORATION LTD (WR)**

**FINANCIAL BID**

**(BILL OF QUANTITY)**

Sr. No.	Description	Qty.	Basic Rate (Rs.) Per unit. (Including loading/Unloading Charges).
1	COOLING TOWER	01	
<b>A</b>	<b>Tax &amp; other levies</b>	%	Amount
1	Packing & forwarding charges		
2	Excise duty		
3	Sales Taxes : CST / VAT /GST		
4	Transportation charges		
5	Transit insurance		
6	Others taxes if any		
<b>A</b>	<b>Sub Total ( 1 to 6 )</b>		
1	Supervision charges for installation and commissioning		
2	Service Tax on Supervision charges.		
<b>B</b>	<b>Sub Total ( 1+2 )</b>		
<b>C</b>	<b>GRAND TOTAL ( A+B +C )</b>		

Total quoted value in Words. (Rs. \_\_\_\_\_)

Signature and Stamp of Bidder