



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.org

TENDER DOCUMENT FOR

SUPPLY & COMMISSIONING OF SOLAR POWER FOR WATER HEATING
(ENERGY SAVING SYSTEM) FOR YARN CONDITIONING MACHINE.

FOR
FINLAY MILLS, ACHALPUR
Phone No. 07223-250616/613.
Fax No. 07223-250612
Email : mmfinlayachalpur@gmail.com
gmfinlayachalpur@gmail.com

PURCHASE OF TENDER	28.09.2017 to 16.10.2017
DATE OF PREBID MEETING	09.10.2017 AT 11.30 AM
LAST DATE OF TENDER SUBMITION	16.10.2017 Up to 6.00PM
DATE OF TENDER OPENING (TECHNICAL BID)	17.10.2017 AT 11.30 AM



नेशनल टेक्सटाइल कॉरपोरेशन लिमिटेड (पश्चिम क्षेत्र)

NATIONAL TEXTILE CORPORATION LIMITED (WESTERN REGION)

(भारत सरकार का उपक्रम)

(A GOVERNMENT OF INDIA UNDERTAKING)

Tender No.- NTC(WR)/Tech /SOLAR POWER FOR YC/2017/

date 28.09.2017

Tender Notice

Sub. :-Tender for Supply and Installation of ENERGY SAVING SYSTEM FOR YCS (WATER HEATING BY SOLAR POWER)at Finlay Mills, Achalpur.

National Textile Corporation Limited, Western Region, Mumbai (A Govt. of India Undertaking) are inviting sealed tender under two bid system from reputed manufacturers or Authorized Dealer / Distributors for Supply and Installation of **ENERGY SAVING SYSTEM FOR YCS (WATER HEATING BY SOLAR POWER) for Finlay Mills, Achalpur.**

1. ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER.

Sr. No.	ELIGIBILITY CRITERIA	The Document to be required
1	The bidding firm should be Original Equipment Manufacturers or Authorized Dealer /Distributors of OEM	In case of Authorized Dealers / Distributor of OEM, a recent valid certificate of Authorizations from their principal is required.
2	The bidding firm should have proven record for execution purchase order for supply of minimum 3 nos. of any industry during last 5 years	One Purchase orders value not less than of Rs. 20.00 lacs OR Two Purchase orders value not less than of Rs. 10.00 lacs of each PO OR Three Purchase orders value not less than of Rs. 8.00 lacs of each PO. (If PO in the name of bidder not available then PO in the name of OEM will be considered)
3	Annual Turnover of Rs. 50 Lacs / Year during last 3 financial year ending 31st March 2016.	Audited Balance Sheet OR Certificate from Chartered Accountant to be required for the financial year - 2013-14, 2014-15, 2015-16
4	GST Registration	GST registration with PAN Card copy

Bidding firms who do not meet all the above eligibility criteria (1 to 4) shall be disqualified in Technical Bid & tender shall be rejected summarily.

The original supporting Documents of all above eligibility criteria (1 to 4) of L-1 bidder may be verified by the Corporation before awarding the contract.

Bidding firms who have not meeting all the above eligibility criteria (1 to 4) and not submitted all the required documents shall be disqualify in Technical Bid & tender shall be rejected summarily.

2. SCOPE OF WORK AND SPECIFICATION

2.1 SCOPE OF WORK

To supply and install ENERGY SAVING SYSTEM FOR YCS (WATER HEATING BY SOLAR POWER)for Finlay Mills, Achalpur.

2.2 Scope of Equipment Supply

The Supply and installation of ENERGY SAVING SYSTEM FOR YCS (WATER HEATING BY SOLAR POWER)

3. DESIGN BASIS.

LOCATION	Finlay Mills, Achalpur. Dist- Amravati Maharashtra. (India) – Pin Code- 444805
Quality & Make	As per Technical Specification given in list attached.

4.DRAWINGS & DOCUMENTS

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

Technical data sheet duly filled in, as per format given in this tender.

General & Commercial condition duly filled in as per the format given in this tender.

Extra optional items.

Catalogue of Materials / Items.

5. SCHEDULE OF COST (Preamble)

- a) The bidder should study the various items in bill of quantities (BOQ) in conjunction with technical specifications, tender drawings, general, special and Annexure to Conditions of Contract, all of which forms complete tender document.
- b) Quantities mentioned are approximate and indicative and are subject to variation as required during execution and up to completion. Procurement of materials to be done by the contractor on the basis of working drawings prepared by him and approved by the engineer with respect to site conditions.
- c) Bidders are requested to study various items very carefully. In case of any doubt, the bidder shall intimate the same in writing to the Owner/engineer and get clarified in writing from the Engineer. Bidder should indicate any missing items and quote accordingly at the time of submission of offer. No extra will be entertained after execution of work.
- d) 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.
- e) 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 are deemed to be included in the rates quoted by bidder in the tender.

- f) 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.
- g) The rate quoted shall be for each items 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.
- h) The rates quoted shall include cost of preparation of working drawings with related full bill of quantities, "As Built" drawings with related full bill of quantities both as per site conditions / decisions taken from time to time by the owner/the engineer, as per the concerned technical specifications stated herein before in these documents, obtaining permission / approval / certificate / license before installation and after commissioning of the related system for uses by the owner as applicable, from the engineer and the related statutory / local authorities, as required, only the official fees / charges paid at the office of the related statutory/ local authorities will be reimburse by the owners to the contractor against approval of related documents by the owner. Supply of materials, labour, wastages, transportation, loading, unloading, storage, watch & ward at site, sales tax, octroi, works contract tax as applicable, and any other taxes, overhead, profit, any other incidental charges to complete the work. Insurance coverage for the period from transit up to end of performance guarantee period shall be included.

The Corporation / Mills reserve the right to delete any part of works or add additional works at rates quoted by the bidder.

6. PRE-BID MEETING

A pre-bid meeting with prospective bidders shall be held at NTC Ltd., Western Regional Office, Mumbai on 09.10.2017 at 11.30 AM. The concern bidders are requested to present them self 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 attached 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.

Name of Official	Contact Number
Shri G. A. Shukla, Dy. General Manager, (Tech.), N.T.C. Ltd., (WR), Mumbai.	022-22686603/ 09969010333
Gen. Manager , Finlay Mills, Achalpur	07223-250617 / +91-9146600882

9. EARNEST MONEY DEPOSIT

- a) The prospective bidder who wishes to participate in tenders will have to submit earnest money deposit of **Rs. 60000/-** 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 refund 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 refund after successful completion of contract.

10. EMD EXEMPTION

Concession/Exemption for MSEs Entrepreneurs

For Tender Fees and EMD 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 along with the copy of the Integrity Pact, which may be downloaded and submitted dully signed with seal, along with the tender. "Only those venders / bidders, who commit themselves to Integrity Pact would be considered competent to participate in the bidding process.

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

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 28.09.2017 to 16.10.2017 from 10.00 AM to 5.30 PM.
- b. Bidders may also download the tender document from NTC Ltd., website i.e. www.ntcltd.co.in. If the Tender Document is downloaded than the cost of tender documents of Rs. 1000/- in the 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 envelopes marked A,B,C complete bid should be submitted to Jt. Manager, Materials at NTC Ltd, (WR) Office, Mumbai on or before 16.10.2017 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 envelopes 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 envelope A, B, C.
- f. If the envelopes are not sealed and marked as stated above the NTC Ltd WRO, Mumbai assumes no responsibility for the misplacement or pre-mature opening of the contents proposal submitted.
- g. Bids submitted by fax telegram, fax, email shall not be entertained and shall be rejected.
- h. **TDS/Income Tax & other taxes, if any will be deducted as per prevailing rules.**

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

16. TENDER OPENING

- a. The envelope A and B containing EMD draft and authorization certificate document shall be opened NTC Ltd. (WR), Mumbai at 11.30 AM on dt. 17.10.2017 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 envelope "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 Finlay Mills, Achalpur 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.

4 months 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 release 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 release 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 contractor have not avail the advance amount than paid 80% instead of 70% against B.

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 COMPLETION

0.05% of contract value per week for delay. The delay shall be reckoned from the end of '4' months 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 detail 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 entire turnkey work 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 entire turnkey work shall be valid till the completion of installation and commissioning.

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 machineries 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 Finlay Mills, Achalpur 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, Finlay Mills, Achalpur 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 Finlay Mills, Achalpur 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 Finlay Mills, Achalpur for any excess costs for such similar machinery / equipments / material / service. However, the supplier shall continue performance of the contract to the extent not terminated.

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, Finlay Mills, Achalpur 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, Finlay Mills, Achalpur. To extend the time of execution on the part of The General Manager Finlay Mills, Achalpur by such period as may be necessary to enable The General Manager Finlay Mills, Achalpur 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 the State of MAHARASHTRA as case may be.

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.

Name of the Firm _____

Address _____

E-Mail ID _____

Contact No. _____

Signature _____

TECHNICAL SPECIFICATIONS

(To be filled by Bidder & attached along with his quotation in Technical Bid)

TECHNICAL DATA SHEET FOR ENERGY SAVING SYSTEM FOR YCS (WATER HEATING BY SOLAR POWER)

SOLAR WATER HEATING SYSTEM SPECIFICATION - (EVT)		
	Technical Specifications	1000 LPD
1	Solar Hot Water Storage Details	
a	Tank Design	Tank with Manifold System
b	Tank Capacity Excluding Tubes (Excluding the tube Volume)	1003
c	Tank Material	Steel Metal Formed Dished end
d	Tank Wall thickness	2.50 mm End Dish & 2.0 mm Drum
e	Tank Primary Corrosion Protection Coating	3 Layer High Build Ceramic Filled Food Grade
f	Tank Secondary Corrosion Protection	Magnesium Alloy / Aluminum Alloy based self Sacrificial Anode System
g	Resistance to Corrosion against Hard water (PPM	Up to 600 PPM
h	Maintenance Doors on the Tank Dish ends	Yes
l	Outer Tank Cladding	Galvanized Steel Pure Polyester UV Resistant
j	Pipe Termination	Stainless Steel - SS- 304 Grade
2	SOLAR COLLECTOR DETAILS	
a	Evacuated Vacuum Tube (EVT) Specification	High Performance Triple Layer Selective Coated Vacuum Insulated Evacuated Glass Tubes
b	Evacuated Vacuum Tube Size	58.0 mm Diameter x 1800 mm Long
c	Number of EVT per system (as per MNRE Specifications)	100
d	EVT Sealing Gasket	High Performance Food Grade Silicone Gasket
e	Dust Protection Covers	UV Resistant Ethylene Propylene Diene
f	EVT Retaining End Caps	UV Resistant Injection moulded
3	TANK & COLLECTOR STRUCTURE DETAILS	
a	Structure Material	Steel Angle to ISI Specification
b	Structure Design	Modular Design Steel Angle with Mig Welding
c	Corrosion Protection	Pure Polyester UV Resistant Power Coating
4	Warranty	5 Years Performance Warranty

Signature of Tenderer _____

Name of Tenderer _____

Address: _____

Contact No. _____

INTEGRITY PACT

Between

National Textile Corporation Limited (NTC) hereinafter referred to as

"The Principal"

and

----- herein after referred to as

"The Bidder/Contractor"

Preamble

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

_____ The Principal

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

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a.No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b.The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an 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)

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

(For & On behalf of Bidder/Contractor)
(Office Seal)

Witness 1:

(Name & Address)_____

Witness 2 :

(Name & Address) _____



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

**TENDER DOCUMENT (FINANCIAL BID) FOR SUPPLY,
INSTALLATION OF ENERGY SAVING SYSTEM FOR YCS (WATER
HEATING BY SOLAR POWER)**

FOR

**FINLAY MILLS,
ACHALPUR (MAHARASHTRA)
PIN CODE-444805**

Phone No. 07223-250616/613. Fax No. 07223-250612

**Email :mmfinlayachalpur@gmail.com
gminlayachalpur@gmail.com**

FINANCIAL BID(BILL OF QUANTITY)

Sr. No.	Description	Qty.	Basic Rate per unit. (Including loading/Unloading Charges).	Total value in Rs.
A 1	ENERGY SAVING SYSTEM FOR YCS (WATER HEATING BY SOLAR POWER)	1		
A	Sub Total			
B	Tax & other levies			
1	Packing & forwarding charges			
2	Excise duty			
3	Sales Taxes : CST / VAT			
4	Transportation charges			
5	Transit insurance			
6	Discount if any			
B	Sub Total (1 to 6)			
C 1	TAX - GST on supply			
D	TOTAL MATERIAL COST(B+C)			
D (1)	Supervision charges for installation and commissioning			
(2)	TAX- GST on Supervision charges			
D	Sub Total (1 + 2)			
	Grand Total			

Total quoted value in Words.(Rs. _____)

Signature and Stamp of Bidder