

**NOTICE INVITING TENDER**

Sub: Tender for providing fencing of 33.69 Acres of vacant land at  
**Kaleeswarar mills “B” Unit, Kalaiyarkoil, TAMILNADU**

**Kaleeswarar Mills B unit, Kalayarkoil** (A unit of National Textile Corporation Limited) is inviting bids from reputed parties for fencing of 33.69 Acres vacant land. Parties are requested to submit their offers - **Labour plus Material as per the details given in Annexure A (Technical Bid ) & Annexure B (Financial Bid).**

**Terms & Conditions:**

1. The date of opening of the Technical bid (**Annexure A**) is 17.01.2024 at 4 pm.
2. The last date for submission of the tender viz Technical bid (**Annexure A**) & Financial bid (**Annexure B**) is 17.01.2024 up to 3 pm.
3. The price bids (**Annexure B**) are to be sent **only through mail to the following id : kalbtenders.ntcsro@ntcltd.org.**
4. **The technical bids (Annexure A) are to be sent only through courier/post/by hand in a sealed envelope super scribed with “Tender for fencing-Technical bid”. The name address and contact details of the bidders shall be mentioned on the envelope.**
5. The price bids (**Annexure B**) of only those technically qualified bids shall be opened.
6. The date and time of opening the price bids (**Annexure B**) shall be intimated later.
7. The soft copy of the Technical bids (**Annexure A**) need not be sent.
8. The contractor has to carry out the job as per the instruction of mill Engineer.
9. **The rates shall be quoted in INR on the basis of per running feet only.**
10. Required manpower & boarding and lodging for the manpower and transporting of materials are to be borne/arranged by the party.
11. The bidder must have experience in at least one similar work in the last 3 years ( copy of work order & work completion certificate to be submitted).
12. All required suitable tools are to be arranged by the party.
13. The Contractor will be responsible to keep the materials i.e. the tools, machine etc., brought for the said work in their safe custody and the mill shall not be responsible for any loss or damage to those equipments.
14. The Contractor shall abide by the all the rules & regulations as applicable from time to time.

15. Income Tax and other Taxes/ statutory deduction as applicable during the contract period shall be deducted from your bill as per the rule applicable from time to time.
16. The Contractor shall be responsible for providing necessary insurance cover to their workers, as may be required under the law.
17. The Contractor will be fully responsible for payment of any compensation for accident, injury/death or damage caused to their employees during the course of the contract.
18. The mill reserves the right to accept or reject any tender without assigning any reason thereof.
- 19. No advance payments shall be made.**
- 20. 100% Payment will be released after satisfactory completion of work and certification of the bill by our civil consultancy.**
21. In case on non compliance of the terms and condition of the contract the mill reserve the right to impose penalty up to maximum 10% of the total value of the contract during the period of operation or forfeit the security deposit whichever is higher.
22. The Contractor shall compensate the Mill for any loss, or theft or pilferage or any shortage in the materials, due to the negligence or dereliction of duty of the Contractor, or their workers .
23. The Bidder should submit an EMD of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand draft from any Nationalised Bank (Except Co-operative Bank), in favour of "NTC Limited Unit Kaleeswarar Mills B" payable at Kalaiyarkoil or through NEFT/RTGS .Our bank details are as follows

Account Name- NTC Limited Unit Kaleeswarar Mills B  
Account Number- 510341000672421  
Branch-Kalaiyarkoil, Tamil Nadu  
IFS Code- UBIN0918270

24. If payment is made through NEFT/RTGS kindly inform us through the above given mail id along with following details
  - (a) Send the proof of payment.
  - (b) Mention the name of the bidder
25. EMD of successful bidder will be converted into Security Deposit and will be returned after successful completion of the work and this amount shall not carry any interest.
26. EMD of unsuccessful bidder will be returned after the process of awarding of contract and this amount shall not carry any interest.
27. The Security deposit shall be released without interest after completion of the contract period only after certification of the bill by our civil consultancy.
28. Violation of the terms & conditions of the tender will lead to outright rejection.
29. For any clarifications please write to the following mail id :  
[kalb.ntcsro@ntcltd.org](mailto:kalb.ntcsro@ntcltd.org)

### **Documents to be submitted for Technical bid**

- 1) EMD
- 2) Annexure A duly signed and seal affixed.
- 3) Copy of work order & work completion certificate of similar work.
- 4) Integrity pact shall be signed and seal affixed on all the pages.
- 5) PAN Card Copy.
- 6) GST registration certificate copy.
- 7) MSME Certificate, if applicable.

### **Documents to be submitted for Financial bid**

- 1) Annexure B duly filled up, signed and seal affixed.

### **EMD Exemption for MSEs Entrepreneurs**

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

### **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 on all concerned.

### **Jurisdiction**

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

General Manager

## Annexure A (Technical Bid)

### **BILL OF QUANTITIES**

Sr. No.	Description of the Job.	Area in Running feet (Approx)
1	<ul style="list-style-type: none"><li>➤ Barbed wire pattern - 5X2 Lines 12*12 GI WIRE (TATA Make)</li><li>➤ Zinc coating- 80-100 gsm</li><li>➤ Height of Fence - 5 feet ( From ground)</li><li>➤ Post Type – 7 feet Uniform Concrete poles</li><li>➤ Post spacing- 10 feet</li><li>➤ Concreting of posts- yes</li><li>➤ Provision of Gate - 1 no. ( 12 feet wide gate for entry )</li></ul>	6000 running feet

#### Note

Before quoting, party should visit the site for inspection. Life expectancy of the fence should be minimum 10 years and above.

The rates shall be quoted for **Labour plus Material**.

Sign & Seal of bidder

**Annexure B (Financial Bid )**

Sr. No.	Description of the Job.	Area in Running feet (Approx)	Rate in INR / Running feet
1	<ul style="list-style-type: none"><li>➤ Barbed wire pattern - 5X2 Lines 12*12 GI WIRE (TATA Make)</li><li>➤ Zinc coating- 80-100 gsm</li><li>➤ Height of Fence - 5 feet ( From ground)</li><li>➤ Post Type – 7 feet Uniform Concrete poles</li><li>➤ Post spacing- 10 feet</li><li>➤ Concreting of posts- yes</li><li>➤ Provision of Gate - 1 no. ( 12 feet wide gate for entry )</li></ul>	6000 running feet	
	GST %		
	GRAND TOTAL		

Note

The rates shall be quoted for **Labour plus Material**.

Sign & Seal of bidder

**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 E-AUCTION 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 E-AUCTION 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 E-AUCTION process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the E-AUCTION 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 E-AUCTION 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 E-AUCTION 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 E-AUCTION 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 E-AUCTION 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 E-AUCTIONers" 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 E-AUCTIONers" 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 E-AUCTION 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 E-AUCTION 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 E-AUCTION 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 E-AUCTION process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the E-AUCTION 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 E-AUCTION 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. INDEPENDENT EXTERNAL MONITORS NTC has appointed Smt. Archana Pandey Tiwari, IRS (Retd) and Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank as Independent External Monitors (IEMs), with the approval of Chief Vigilance Commission for implementation of Integrity Pact. IEMs commenced their services to the Company from 23rd March,2021.

7. CONTACT DETAILS OF INDEPENDENT EXTERNAL MONITORS(IEMs)
  - a. **Smt. Archana Pandey Tiwari, IRS** (Retd) Address - C-32, Nangal Dewat, -Vasant Kunj, New Delhi -70, Email -ampandey2001@yahoo.com
  - b. **Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank** Address - PlotNo.- 29, Second Floor, -Sector-12A, Dwarka, New Delhi - 110078, Email - sr.bansal123@gmail.com
8. 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.
9. 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.
10. 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.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

5. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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(For & On behalf of the Principal)

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

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)