

Tender Ref. : NTC(WR)/Tech / CDS Conversion /2019/



NATIONAL TEXTILE CORPORATION LTD.,
(WESTERN REGION),
(A Government of India Undertaking)
NTC House, 15, NarottamMorarjeeMarg,
Ballard Estate, Mumbai-400 001.
Phone No. 022-22686646 & Fax No. 022-22686631,
Web Site : www.ntcltd.org

* * *

Tender Document(Technical Bid)

FOR

**Supply, installation, Testing & Commissioning of
Suessen Shaft system Suction pressure to
Centralized Duct System in following Mills under
NTC Ltd., WRO.**

- 1. Tata Mills, Mumbai (Maharashtra)**
- 2. Finlay Mills, Achalpur, Amravati. (Maharashtra)**

Purchase of Tender : 18.07.2019 to 08.08.2019 upto 2.30 PM

Date for Pre-Bid Meeting :29.07.2019 at 11.30AM

Last date for submission of Tender: 08.08.2019 upto5.30PM

Date for Opening of Tender(Technical Bid): 09.08.2019 at 11.30 AM



नेशनल टेक्सटाइल कॉर्पोरेशन लिमिटेड (पश्चिम क्षेत्र)

NATIONAL TEXTILE CORPORATION LIMITED (WESTERN REGION)

(भारत सरकार का उपक्रम)

(A GOVERNMENT OF INDIA UNDERTAKING)

Tender Ref. : NTC(WR)/Tech / CDS Conversion /2019/

Tender Notice

Sub:Tender for Conversion of SuessenCompact Ring Frame Shaft system Suction pressure to Centralised Duct System (CDS).

National Textile Corporation Limited, Western Region, Mumbai (A Govt. of India Undertaking) are inviting sealed tender under two bid system(Technical& Financial)from reputed manufacturers or authorized dealer / distributors for Supply, installation, Testing & Commissioning of Suessen Shaft system Suction pressure to Centralized Duct System for following mills.

| Sr. No. | Name of the Mills | Machine Details | No. of Machine |
|---------|--------------------------------------|--------------------------------------------------|----------------|
| 1 | Tata Mills, Mumbai - Maharashtra | Chinese JWF 1530 make of 948 spindle each | 10 |
| 2 | Finlay Mills, Achalpur - Maharashtra | LR 60AX Make 1200 Spindle/machine (Auto doffing) | 18 |

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 Average annual turnover Rs. 1 CRORE** during last' 3' financial year ending 31st March 2018,audited balance sheet **or** certificate from chartered accountant to be enclosed for the financial year 2015-16, 2016-17, 2017-18.
- c. The bidding firm should have proven record for satisfactory supply, installation & commissioning of minimum at least 10 Nos. aforesaid work in Textile Mills during last 3 years. The documents of proof for satisfactory supply and commissioning from the respective textile industries are to be enclosed.
- d. Copy of GST registration of the Bidder.

Bidding firms not meeting the above eligibility criteria (a to d) need not submit tender, otherwise same shall be rejected summarily.

2. SCOPE OF WORK AND SPECIFICATION.

The scope of supply shall cover complete supply, installation, commissioning and handing over of aforesaid system on Ring Frames as per the technical specifications given in tender document in functional condition in above respective Mills.

(Following arrangements have been required for running the system smoothly).

- A. Suction pressure at any spindle point should be not less than 28 mbar.
- B. System should work in such a way that when we start the Ring frame, suction motor should start first then after a time delay of 15-20 second, Ring frame main motor should start. Also, when we stop the Ring frame, first main motor should stop and then after a time delay of 10-15 second, suction motor should stop.
- C. There should be arrangement to alter the suction pressure as per Mills requirement.
- D. At least 10 % of power saving shall be achieved.
- E. Material use to be virgin, durable, standard make, branded make.
- F. Should be trouble free working.

3 PRE-BID MEETING

A pre-bid meeting with prospective bidders shall be held at NTC Ltd., Western Regional Office, Ballard Estate, Mumbai on 29.07.2019 at 11.30AM. The concern bidders are requested to present them self for any clarification on technical as well as commercial matter regards 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.

CORRIGENDUM/AMENDMENTS IN TENDER DOCUMENT

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

SCOPE OF INCIDENTAL SERVICES

- i. Catalogue of Materials/Items.
- ii. If your firm had supplied the same to any NTC Mills, Please submit the details.
- iii. Life of Product.

4. 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 18.07.2019 to 08.08.2019 from 10.00AM to 2.30PM.
- b. Bidders may also download the tender document from NTC Ltd., website i.e. www.ntcltd.org. If the Tender Document is downloaded than 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.
- b. Bank Draft/Pay order to be prepared in the Name of "**National Textile Corporation Ltd., Unit- Western Region**", payable at Mumbai.
- c. **Tender shall not be accepted without tender fee in form of DD/Pay Order.**

5. EARNEST MONEY DEPOSIT (EMD)

- a. The prospective bidder has to submit EMD (earnest money deposit) of Rs.2.00 lacs for Tata Mills, Mumbai and Rs. 2.00 lacs for Finlay Mills, Achalpur.

The Demand Draft should be drawn from Nationalized/ scheduled commercial Bank notified by RBI.(Excluding co-operative/Rural Bank).

Demand Draft/ Pay Order are to be in the Name of "**National Textile Corporation Ltd., Unit - Western Region**", payable at Mumbai.

- b. The tender received without EMD shall be rejected out rightly.
- c. The earnest money deposit of unsuccessful bidder shall be refunded within 15 days by at par cheque on bidder's demand after completion of process.
- d. EMD of successful bidder shall be converted into security deposit and will be refund after completion of contract successfully.

6. 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.

7. 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.org along with the copy of the Integrity Pact, which may be downloaded and submitted duly 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".

FOR ANY CLARIFICATION.

The prospective bidders are requested to contact Shri D. K. Nasa, G.M (Tech / Matls. / Estate) - 022-22686603 for any clarifications / information regarding the tender documents.

8. SUBMISSION OF TENDER

The seal Tender are to be deposited in the Tender Box kept in the office of NATIONAL TEXTILE CORPORATION LTD.,(WESTERN REGION), NTC HOUSE, 15, N.M. MARG, BALLARD ESTATE, MUMBAI – 400 001 on or before 08.08.2019 upto 5.30 PM.

- The prospective bidders are requested to submit their complete offer in three separate sealed envelope marked as A,B,C as follows.
- Envelope 'A' should be marked "**EMD**" containing the Demand Draft of EMD and cost of tender document in case of downloaded tender document.
- 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.
- Envelope 'C' should be marked "**Financial Bid**" contain only Financial Bid.
- All the three envelopes A, B, C should be placed in an outer envelope duly sealed. In all envelopes should contain the following information clearly.
 - a. Tender document No., Scope of work& due date.
 - B. Name & address of the bidder on left corner in all envelopes

If the envelopes are not sealed and marked as stated above, the Corporation is not responsible for misplacement.

Bids submitted by fax telegram, fax, email shall not be entertained and shall be rejected.

9. LATE TENDERS

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

10. 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 Corporation 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 reasons what so ever.

11. TENDER OPENING.

- a. The envelop A and B shall be opened on 09.08.2019 at 11.30 PM before the prospective bidders or their authorized representative who wish to be present and tender opening committee of NTC Ltd. (WR), Mumbai.
- b. The envelop C (price bid) shall be kept in tender box as it is (unopened).
- 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 will be communicated by email / fax / telephone and informed 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 receipt and opening shall be same on the next working days.

12. SITE VISIT

The prospective bidders are requested to visit the Tata Mills, Mumbai and Finlay Mills, Achalpur, Amravati, Maharashtra for collecting all detail about scope of work and other constraints before attend in Pre-bid meeting.

13. PRICES

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

14. VALIDITY OF OFFER

The rate quoted for the entire turnkey work shall be valid for 120 days from the date of opening of the tender.

15. CONTRACT RATES

The offer of the successful bidder shall be valid till the completion of installation and commissioning. The contractor shall not be entitled for any increase in the Price.

16. 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 the commissioning work.

b. 70% of basic price of materials supply at respective mills site plus 100% Taxes and other levies such as Transport & Insurance etc. will be release within 30 days after verification of materials and documents etc. physically by 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 certified by respective mills.

d. Balance 10% of Basic price of material value shall be released within 15 days subject to submission of performance Bank Guarantee 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.

e. G.S.T. & other Taxes, if any will be deducted as per prevailing rules.

Note:

Party not taking any advance would be paid 80% of basic price plus duties & Taxes on 100% of Basic price and Transport& Insurance charges within 30 days as against materials at site after verification of materials and documents etc. physically by mills.

17. SECURITY DEPOSIT:

The Earnest Money Deposit (E.M.D) of successful bidder shall be converted into security deposit against the work order. The security deposit amount shall be refunded after successful completion of the work. This amount will not carry any interest.

18. DELIVERY PERIOD AND WORK COMPLETION PERIOD

The work should be completed satisfactorily within 4 months from the date of work order.

19. GUARANTEE

Contractor has to guarantee of the materials 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/ 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.

20. 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.

21. 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, For Tata Mills, Mumbai. and for Finlay Mills, Achalpur the respective General Manager, shall take such remedial action as may be necessary including termination of contract without prejudice to its other remedies under the Contract.

The respective General Manager 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 Respective General Manager 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 Tata Mills, Mumbai. and Finlay Mills, Achalpur for any excess costs for such similar equipments / material / service. However, the

supplier shall continue performance of the contract to the extent not terminated.

22. 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.

23. FORCE MAJURE

The General Manager of Tata Mills, Mumbai and 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 of Respective Mills. To extend the time of execution on the part of The General Manager Tata Mills and Finlay Mills, Achalpur by such period as may be necessary to enable The respective General Manager 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.

24. 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 for Tata Mills and Finlay Achalpur as case may be.

TERMS AND CONDITIONS

1. The interested bidders are requested **to visit the mills site of work before submission of tender and Pre-Bid Meeting** in their own interest and acquaint themselves with the site condition on any working day between **10.30 am to 4.00 p.m.**
2. Tenders without requisite EMD will be rejected out rightly.
3. The Quotation is to be submitted only in the prescribed format.
4. Bidders are requested to submit their offer with labour and materials. The rates should be inclusive of all Taxes such as GST and any other Taxes and levies applicable, if any.

5. The comparison of rates will be carried out on individual mill, based on lowest rates. NTC reserve the right to award contract of individual mill or combine.
6. The contractor shall take all necessary precaution to prevent any damage to the property such as machinery, Building and stock etc. If any damage caused during the course of work shall be recovered from the contractor's bill "OR" contractor has to repair the damage with his own cost on priority basis.
7. Any debris arising out of old work shall be removed from the site as directed by mill authority.
8. The Contractor will use his own tools, tackles & work force.
9. The contractor shall be responsible for the safe custody of the materials brought for work.
10. The Contractor shall abide by the all the contract / labour rules & regulations as applicable from time to time.
11. PF / ESI of the workers employed by the contractor shall be deducted as per rules.
12. TDS/Income Tax & other taxes, if any, will be deducted as per prevailing rules.
13. The contractor shall be in responsible to provide necessary insurance cover to their workers as may be required under the law.
14. Entire jobs should be carried out under supervision of qualified Engineer & skilled labour.
15. All the material purchased / used should be approved stander make.
16. Material Bills should be submitted along with test certificate and one year guarantee certificate.
17. The entire Tender Document including terms and conditions & work schedule must be signed & stamped by the bidder and submit the same in envelope - B.

INTEGRITY PACT

Between

National Textile Corporation Limited (NTC) hereinafter referred to as

"The Principal"

and

----- hereinafter referred to as

"The Bidder/Contractor"

Preamble

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

ACCEPTANCE OF THE TENDERER.

We have read all the terms and condition of tender documents and we agree to abide by the same. We will supply all materials/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. _____

Contact No. _____

Email ID. _____

Signature. _____

TECHNICAL SPECIFICATION OF REQUIRE ITEMS

| Sr. No. | DESCRIPTION OF MATERIALS | Bidders should specified the make for the rate quoted |
|---------|--------------------------------------------|-------------------------------------------------------|
| 1 | Motor – 7.5 KW, 3000 RPM, Energy efficient | |
| 2 | Invertor-7.5KW | |
| 3 | Suction box with 160mm inlet | |
| 4 | PVC pipe,OD-160mm,length-6mtr | |
| 5 | Flexible rubber hose,OD-160mm-2Mtr | |
| 6 | 160 mm moulded end cap | |
| 7 | M.S. hose clip, size-7" | |
| 8 | Impeller | |
| 9 | Retaining bracket for 160mm PVC pipe | |
| 10 | Bracket for distributor | |
| 11 | Reducing adapter,Dia-20mm | |
| 12 | Reducing adapter,Dia-22.5mm | |
| 13 | Reducing adapter,Dia-25mm | |
| 14 | Reducing adapter,Dia-27.5mm | |
| 15 | Reducing adapter,Dia-30mm | |
| 16 | Sealing ring,Dia-40mm | |
| 17 | O-ring,size-60*2.5mm | |
| 18 | Connecting tube | |
| 19 | Distributor,Dia.-35/30mm | |
| 20 | Elipipe,Size-40*1000mm | |
| 21 | Elipipe bend,Size-40*45 mm | |



NATIONAL TEXTILE CORPORATION LTD.,

(WESTERN REGION),

(A Government of India Undertaking)

**NTC House, 15, NarottamMorarjeeMarg,
Ballard Estate, Mumbai-400 001.**

Phone No. 022-22686646 & Fax No. 022-22686631,

Web Site : www.ntcltd.org

* * *

Tender Document (Financial Bid)

FOR

**Supply, installation, Testing & Commissioning of Suessen
Shaft system Suction pressure to Centralized Duct
System in following Mills under NTC Ltd., WRO.**

3. Tata Mills, Mumbai (Maharashtra)

4. Finlay Mills, Achalpur, Amravati. (Maharashtra)

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

FINANCIAL BID FOR TATA MILLS, MUMBAI

| Sr. No. | BILL OF QUANTITY | Quantity | Basic Rate per unit- (Incl. Loading & unloading charges). | Total value |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------|-------------|
| 1 | Supply, installation, Testing & Commissioning of Suessen Shaft system Suction pressure to Centralized Duct System for Tata Mills, mumbai. | 10 Ring Frames | | |
| A | Sub Total (Basic Price) | | | |
| 2 | Tax & other levies | | | |
| | Packing & forwarding charges | | | |
| | G.S.T. | | | |
| | Transportation charges | | | |
| | Transit insurance | | | |
| | Others taxes if any | | | |
| B | Sub Total - (2) | | | |
| 3 | Supervision & installation and commissioning charges | | | |
| | G.S.T. on - "3" | | | |
| C | Sub Total - (3) | | | |
| D | GRAND TOTAL (A+B +C) | | | |

Total quoted value in words- Rs.....

Sign and stamp of Bidder

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

FINANCIAL BIDFOR

FINLAY MILLS, ACHALPUR

| Sr. No. | BILL OF QUANTITY | Quantity | Basic Rate per unit- (Incl. Loading & unloading charges). | Total value |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------|-------------|
| 1 | Supply, installation, Testing & Commissioning of Suessen Shaft system Suction pressure to Centralized Duct System for Finlay MILLS, Achalpur. | 18 Ring Frames | | |
| A | Sub Total (Basic Price) | | | |
| 2 | Tax & other levies | | | |
| | Packing & forwarding charges | | | |
| | G.S.T. | | | |
| | Transportation charges | | | |
| | Transit insurance | | | |
| | Others taxes if any | | | |
| B | Sub Total - (2) | | | |
| 3 | Supervision & installation and commissioning charges | | | |
| | G.S.T. on - "3" | | | |
| C | Sub Total - (3) | | | |
| D | GRAND TOTAL (A+B +C) | | | |

Total quoted value in words- Rs.....

Sign and stamp of Bidder