



**NATIONAL TEXTILE CORPORATION LIMITED**

(A Govt. of India Undertaking)

CIN No: U74899DL1968GOI004866

**REGD. OFF: Core IV, SCOPE Complex, 7, Lodhi Road, New Delhi – 110003**

**Tel. No. 011- 24360939, Fax No. 011- 24361112,**

**website: [www.ntcltd.org](http://www.ntcltd.org)**

**TENDER DOCUMENT**

**For**

**ENGAGEMENT OF SECRETARIAL AUDITORS FOR THE FINANCIAL  
YEAR 2021-22**

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### SCHEDULE OF OPEN TENDER

1.	E-TENDER No./EVENT No.	NTCL/Head Office/Secretarial/2/22-23/ET/7[SECRETARIAL AUDITOR FY 2021-22]
2.	MODE OF TENDER	Open and e-Tender System  Online submission of <b>Part I – Techno-Commercial and Part II Financial Bid</b> through <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a> The intending bidders are required to submit their offer electronically through this e-tendering portal. <b>No physical tender is acceptable by NTCL.</b>
3.	Date of publication of e-Tender through publication in MSTC websites <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a>	16-12-2022 at 15:30 hrs.
4.	Date of availability of NIT to the Vendors for downloading from <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a> And CPPP <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> or NTC website <a href="http://www.ntcltd.org">www.ntcltd.org</a>	16-12-2022 at 15:30 hrs.
5.	Date of Starting of e-Tender for submission of Online Techno- Commercial & Financial bids at- <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a>	16-12-2022 at 15:30 hrs.
6.	Date of closing of Online e-tender for submission of Techno-Commercial & Financial bids at <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a>	16-01-2023 at 15:30 hrs.
7.	Date & time of opening of Part-I Techno-Commercial bids	16-01-2023 at 16:00 hrs.
8.	Date & time of opening of Part-II (Financial bids )	Shall be informed separately

**Note: 1. In the event of any unforeseen closure of work / holiday on any of the above days, the same will be opened/held on the next working day without any further notice.**

**Important instructions for E-procurement**

This is an e-procurement event of National Textile Corporation Limited (hereafter referred as **NTCL**). The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions of this tender before submitting your online tender.

1	<p>Process of E-tender :</p> <p>(i) Registration: The process involves vendor's registration with NTCL eprocurement portal which is free of cost. Only after registration, the vendor(s) can submit their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. NTCL is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>NOTE: The technical bid and the commercial bid has to be submitted online at <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a></p> <p>1) Vendors are required to register themselves online with <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a> → e-Procurement → PSU/ Govt depts → Select NTC Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact NTCL, (before the scheduled time of the e- tender).</p> <p><b><u>Contact person (Secretarial, NTCL):</u></b></p> <p><b>Ms. Meghna Rashmi, Asst. Company Secretary</b> <b>Phone No.:- 011-24360101 / 2632.</b> <b>Email:- <a href="mailto:meghna.rashmi@ntcltd.org">meghna.rashmi@ntcltd.org</a></b></p> <p>(ii) System Requirement:</p> <ul style="list-style-type: none"><li>• Windows 7 or above Operating System</li><li>• IE-7 and above Internet browser.</li><li>• Signing type digital signature</li></ul> <p>Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"><li>• Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li></ul>
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	<ul style="list-style-type: none"> <li>• Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> </ul> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a> once).</p>
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a> tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	Special Note towards Transaction fee: As Displayed on the e-Bidding Portal in the link Transaction Fee Payment.
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender by NTCL Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC (i.e. Service Provider). Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD (Here, Nil), Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>d) For all information regarding Bid submission please refer to Annexure ‘VII’.</p> <p>e) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>f) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>g) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>h) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>i) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p>

	j) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein
9	No deviation to the technical and commercial terms & conditions are allowed.
10	NTCL has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a> of NTCL
12	The vendors must upload all the documents required as per terms of tender. Any other document uploaded which is not required as per the terms of the tender shall not be considered.
13	The bid will be evaluated based on the filled-in technical & commercial formats.
14	Vendors are requested to read the vendor guide in the page <a href="https://www.mstcecommerce.com/eproc">https://www.mstcecommerce.com/eproc</a> to familiarize them with the system before bidding

## TERMS & CONDITIONS

Concurrence and remarks for all Commercial Terms & Conditions will be taken Online. Upload supporting documents wherever necessary. No hardcopy for the same needs to be submitted. If required, the Bidder(s) may be asked to produce the Original documents before the Tender Committee for verification purpose only.

## REQUIREMENT OF VENDOR :

- PC (Personal Computer) connected with Internet.
- Registration with portal <https://www.mstcecommerce.com/eproc>
- Class 2 or Class 3 digital certificates in the name of the Company of the vendor (in the name of the Company who will be submitting the EMD & General Information). Digital Signature can be procured from any Licensed Certifying Authority. List of Licensed certifying authorities is published by Ministry of Electronics and Information Technology at the website of Comptroller of Certifying Authorities [http://cca.gov.in/licensed\\_ca.html](http://cca.gov.in/licensed_ca.html) . Bids will not be recorded without Digital Signature.

Note: Please check the Digital Certificate. In case of any clarification please contact MSTC Ltd., before the scheduled time of the e-tender. Refer Page no. 24.

## **AMENDMENT OF TENDER DOCUMENTS:**

- a) At any time prior to the deadline for submission of tenders, NTCL for any reason whether at their own initiative or in response to a clarification required by any prospective Bidders may modify the Tender Documents.
- b) The amendment shall be part of the Tender Documents and will be notified by publication in the <https://www.mstcecommerce.com/eproc>, NTC website [www.ntcltd.org](http://www.ntcltd.org) and Central Public Procurement Portal <https://eprocure.gov.in/epublish/app> and will be binding on the prospective Bidders.
- c) All the intending Bidders are advised to keep close watch on the website of NTC website [www.ntcltd.org](http://www.ntcltd.org) and CPP Portal <https://eprocure.gov.in/epublish/app> in their own interest.

## **Section 1: Invitation for Proposal**

### **1.1 Introduction**

National Textile Corporation Limited (NTC) is a schedule "A" Central Public Sector Enterprise under the aegis of Ministry of Textiles, Government of India, established under the Companies Act, 1956 having its Registered Office at SCOPE Complex, Core IV, 7, Lodi Road, New Delhi –110 003. NTC is engaged in production of yarn and fabric through its 23 mills in operation, located pan-India. NTC has also retail network throughout the country with its 92 retail stores. The authorised and paid up capital of the Company is Rs.5000 crores and Rs.3062.16 cores, respectively as on 31.03.2021. The shareholding of the Government of India in the Company is 99.76%.

NTC intends to appoint a Practicing Company Secretary (PCS)/ Firm of Company Secretaries (Firm) to conduct Secretarial Audit of the Company for the Financial Year 2021-22.

### **1.2 Purpose of Secretarial Audit**

Section 204 of the Companies Act, 2013 prescribes that every listed company and every public company having a paid-up share capital of Rs. 50 crore or more or every public company having a turnover of Rs. 250 crore or more, shall annex with its Board's report made in terms of sub-section (3) of Section 134, a secretarial audit report, given by a company secretary in practice, in such form as may be prescribed from time to time.

The format of the Secretarial Audit report has been prescribed in Form no. MR 3.

### **1.3 Scope of Work**

The illustrative (but not exhaustive) Scope of Work under Secretarial Audit given in **Annexure-I** for understanding and ready reference.

## **1.4 Invitation to Bidders**

The invitation is for selection of Practicing Company Secretary Firms/Proprietor for engagement as Secretarial Auditor.

- I. The tender document can be downloaded from NTC website [www.ntcltd.org](http://www.ntcltd.org) and CPP Portal <https://eprocure.gov.in/epublish/app>
- II. NTCL may, at its own discretion, extend the date for submission of proposals.

## **Section 2: Instructions to Bidders**

### **2.1 Conflict of interest**

- I. The selected Firm/Proprietor should provide professional, objective and impartial service and hold NTC's interest paramount.
- II. Firm/Proprietor having any partner who has retired from the services of NTC in the last two years prior to FY 2021-22 shall not be considered for this engagement.
- III. The selected Firm/Proprietor shall not downstream or outsource any part of the scope of work.
- IV. Non-disclosure of such an association will lead to termination of Firm/Proprietor.

### **2.2 Validity of Proposal**

The following will be considered for the validity of the proposals deemed submitted:

- I. Proposals shall remain valid for a period of 90 days from the date of opening of Price Bid.
- II. NTCL reserves the right to reject a proposal valid for a shorter period as nonresponsive.
- III. In exceptional circumstances NTCL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing.

### **2.3 Right to Accept or Reject any Proposal**

NTCL reserves the right to accept or reject any Bid and to annul the Tender process and reject all proposals at any time prior to award of contract without assigning any reason whatsoever, without thereby incurring any liability to the affected Bidder or Bidders or without any obligation to inform the affected Bidder or Bidders of the grounds or the reasons for the said action.

### **2.4 Fraud & Corruption**

It is required that the Bidders submitting Proposal and Firm/Proprietor selected through this Tender Document must observe the highest standards of ethics during the process of selection and during the performance and execution of the Work Order.

For this purpose, definitions of the terms are set forth as follows:

- I. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NTCL or its personnel in Work Order executions.

II. "Fraudulent practice" means a misrepresentation of facts, in order to influence the selection process or the execution of a Work Order, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive NTCL of the benefits of free and open competition.

III. "Unfair trade practice" means providing of services different from what is ordered on, or change in the Scope of Work.

IV. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.

V. NTCL will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

VI. NTCL will declare a Firm/LLP ineligible, either indefinitely or for a stated period of time, for awarding the Work Order, if it at any time determines that Firm/Proprietor has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the Work Order.

## **2.5 Clarifications & Amendments of Tender Document.**

I. During the process of evaluation of Proposals, NTCL may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed time-frame.

II. The amendment(s) shall be part of the Tender Documents and will be notified by publication in the NTC's / Central Public Procurement Portal and will be binding on the prospective Bidders. All the intending Bidders are advised to keep close watch on the website of NTC / CPP Portal in their own interest.

## **2.6 Earnest Money Deposit**

No EMD is required for submission of the Tender Documents.

## **2.7 Preparation of Proposal**

The Bidder must comply with the following instructions during preparation of Proposals:

i. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition, relevant supporting documents and formats of the Tender Document. Failure to furnish all the necessary information as required by the Tender Document or submission of a proposal not substantially responsive to all the requirements of the Tender Document shall be at Bidder's own risk and may be liable for rejection.

ii. Firm/Proprietor should sign and seal relevant annexures wherever their signatures are required.

iii. The Proposal and all associated correspondence shall be written in English and shall be in a clear and legible language.

iv. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

## 2.8 Submission of Proposal

Bidders shall submit their Proposals on or before the last date and time for receipt of proposals mentioned in Schedule of Open Tender.

Proposals shall be submitted in two parts.

Each page of all parts should be page numbered and in conformance to the eligibility qualifications should be clearly indicated. The proposals should not contain any irrelevant or superfluous documents.

The two parts of the Proposal should be as per following:

Part-I: Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

Part-II: Financial bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by NTCL. Such bidder(s) will be intimated the date of opening of Part II Price bid, through valid email confirmed by them.

## 2.9 Evaluation of Proposals

The Bid will be opened as per the schedule mentioned in the Schedule for Open Tender. NTCL may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the Tender Document, a two stage process, as explained below, will be adopted for evaluation of proposals submitted by the specified date and time.

## 2.10 Eligibility Criteria

i) Minimum Qualification of a Bidder will be based on meeting the following essential criteria as under:-

S.No	Particulars
1	Firm/Proprietor must have a certificate of practice for 10 Years or more as partnership firm/ Proprietor and atleast 1 qualified assistant.
2	Practicing Company Secretary/ Firm of Company Secretaries should have office based in NCT of Delhi as per records of Institute of Company Secretaries of India (ICSI).
3	The firm / Proprietor/ any partner should not have been convicted in any disciplinary proceedings / criminal case by regulatory authority / court in connection with professional work. Bidder should not be in black listed in any of PSU or Central / State Govt. Department. Bidder to submit an undertaking in this respect as per attached format as Annexure 'III'.

ii) Technical evaluation will be done as under:

#### TECHNICAL EVALUATION

S.No	PARTICULARS	POINTS TO BE ALLOTTED	MAXIMUM POINTS
1	No. of Years of establishment of the Firm/Proprietor	3 Point per year	Maximum 30 Points
2.	No. of year of Experience in Secretarial Audit	5 Point per year	Maximum 25 Points
3.	Experience in Secretarial Audit assigned in PSUs	5 Point per assignment	Maximum 10 Points
4.	Experience in Secretarial Audit assigned in Manufacturing Company	5 Point per assignment	Maximum 25 Points
5.	No. of Qualified Assistants	5 Point per qualified assistant	Maximum 10 Points
	<b>Total Points</b>		<b>Maximum 100 Points</b>

Firms/Proprietor must meet all the Minimum Qualification criteria as mentioned above. Those Firms/Proprietor, who will secure 70% marks and above would be technically qualified bidders and price bid will be opened for them only.

#### 2.11 Technical Proposal

The Technical Particular must be provided as prescribed in Annexure II should be filled up along with all self-attested documents mentioned in format as well as enclosures mentioned as under:

- i) Covering Letter
- ii) Undertaking.

#### 2.12 Evaluation of Technical Proposal

The Technical evaluation shall be based on the parameters as mentioned in the Technical Proposal format for Secretarial Audit as per the Annexure 'II'. Supporting documents as mentioned are also required to be uploaded.

NOTE: The Technical Proposal must not include any financial information regarding the Price which has to be submitted separately, failing which the Proposal will be rejected.

NTCL may, at its discretion, call for additional information from the Bidder(s). Such information has to be supplied within the set out time-frame, otherwise the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidders/ Consortium of Bidders and the Proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal.

#### 2.13 Financial Bid

The financial bid as prescribed in Annexure 'V' should also be provided. Financial Bid of only technically qualified tenderer will be opened.

#### 2.14 Audit Fee:

Secretarial Audit Fees should be quoted inclusive of miscellaneous and out of pocket expenses and exclusive of applicable Taxes, if any. The audit fee quote should be indicated clearly both in Figures and in Words. If there is any variation between the audit fee quoted in Figures and Words then audit fee quoted in words will be considered for evaluation.

### **2.15 Engagement of Secretarial Audit Assignment**

Secretarial Auditor will be appointed after Technical & Financial evaluation. Final evaluation will be based only on L1 quoted rates of technically qualified bidders.

In case, L-1 fee is quoted by more than one firm/Proprietor, the oldest firm/ Proprietor (based on the date of registration / incorporation as partnership firm or Proprietor) shall be treated as L-1. The engagement of Secretarial Auditor is for the financial year 2021-22 and is required to be approved by the Board of Directors of the Corporation. The Corporation reserves its right to cancel the engagement prior to completion of assignment, in case services are not found satisfactory. In this case the next firm/ Proprietor in the line of L-1 shall be called upon to accept the engagement provided he agrees for L-1 fees.

### **2.16 Commencement of Secretarial Audit**

Selected firm/Proprietor will be issued engagement letter in hard as well as soft copies. Firm/ Proprietor is required to send their consent via return e-mail within 07 days of receipt of engagement letter. If consent is not received during specified time period then it would be assumed as accepted. The Secretarial Audit should commence immediately after the acceptance of engagement.

### **2.17 Submission of Secretarial Audit Reports**

Secretarial Audit Reports (MR 3) should be submitted within one month from the date of issuance of letter of engagement of Secretarial Auditor.

### **2.18 Arbitration**

In case dispute arising between the NTC and the Secretarial Auditor, which cannot be settled amicably, an arbitrator with consent of both the parties will be appointed for deciding the dispute(s). The Indian Arbitration and Conciliation Act, 1996 as amended from time to time shall apply to these arbitration proceedings. Arbitration proceedings will be held at Delhi. The decision of the arbitrator shall be final and binding upon both the parties. The expenses of the arbitration as determined by the arbitrator shall be borne by the Secretarial Auditor. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### **2.19 Penalty/Termination**

In case of non completion of Audit Assignment within the stipulated period, NTC management reserves the right to impose penalty up-to maximum 10% of the total bidding amount. Further any violation of the terms and condition of the tender document will lead to termination of engagement of Secretarial Auditor with the approval of the Competent Authority.



### **2.20 Integrity pact**

NTC has entered integrity pact MOU with Transparency International. The bidders have to upload duly signed enclosed proforma of Integrity Pact along with Technical Bid. Only those bidders, who commit themselves to Integrity pact will be considered to competent for participating in bidding process.

### **2.21 Confidentiality clause**

The successful bidder must not disclose the confidential information obtained from the corporation to anyone unless required to do so by law and shall maintain confidentiality. The successful bidder to whom the work is allotted shall carry out the job at their own and shall not sub-let this work to any other Agency/Organization.

### **2.22 Jurisdiction in case of Disputes**

In case of any dispute, jurisdiction of courts at New Delhi shall be final and binding upon the parties.

**Annexure –I**

**Scope of Work – Secretarial Audit**

The broad scope of Secretarial Audit includes verification of the compliances under the following enactment, rules, regulations and guidelines:-

- (i) The Companies Act, 2013 and the rules made there under;
- (ii) The Memorandum of Association and the Articles of Association of the Company.
- (iii) Secretarial Standards issued by “The Institute of Company Secretaries of India.”
- (iv) Any other Act/laws/ regulations as may be applicable or notified from time to time by the Competent Authority.
- (v) Any other specific activity as may be advised by the Audit Committee/ Board/regulator(s)/Govt./management of NTC etc., from time to time.

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**Annexure 'II'**

<<To be submitted online on the letter head of the Firm>>

**Technical Particulars for Secretarial Auditor**

Sl. No.	Details	Particulars	(Please attach documents)
1.	Contact details of the Firm/Proprietor	Name:  Office Address:  Office Telephone No: Mobile No: Email: Website(if any):	
2.	GST No. (Self-attested copy of the same shall be enclosed)		
3.	No. of Years of establishment of the Firm/Proprietor		
4.	No. of years of Experience in Secretarial Audit		
5.	Experience in Secretarial Audit assigned in PSUs		
6.	Experience in Secretarial Audit assigned in Manufacturing Company		
7.	No. of Qualified Assistants		

Signature and seal of tenderer:

Name:

Capacity /authority to sign:

Full address:

**“Annexure ‘III’**

<<To be submitted online on the letter head of the Firm/Proprietor >>

**Format of Undertaking to be submitted along with Technical Particulars**

We hereby confirm that all the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) / information is false, forged or fabricated.

We hereby confirm that our proposal complies with the total technical-commercial requirements/ terms and conditions of the Tender Document and subsequent addendum/corrigendum (if any), issued by NTC, without any deviation/ exception/ comments/ assumptions.

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. We hereby confirm that firm / any partner has not been convicted in any disciplinary proceedings / criminal case by regulatory authority / court in connection with professional work. We further confirm that, we have not been in negative list / blacklisted by any Public Sector Undertaking / Government Organization / NTC. We also confirm that the contents of this Tender have not been modified or altered by us. We agree that if any noticed in future, our Bid may be rejected / terminated.

We hereby confirm that we have gone through and understood the Tender Document and that our Proposal has been prepared accordingly in compliance with the requirement stipulated in the said documents.

Date:

Signature with seal of the firm/Proprietor

Place:

Name & Full address of the firm/Proprietor:

**“Annexure ‘IV’**

<<To be submitted online on the letter head of the Firm/Proprietor>>

**Format of covering Letter**

Date: \_\_\_\_\_

To,

Assistant Company Secretary,  
National Textile Corporation Limited,  
6<sup>th</sup>, Floor, Core IV, SCOPE Complex, 7, Lodhi Road,  
New Delhi – 110003.

**Sub: Proposal for engagement as Secretarial Auditors for undertaking Secretarial Audit work of National Textile Corporation Limited.**

Dear Madam,

1. We have read and understood all the terms & conditions of the tender and other instructions and hereby undertake to abide by them.
2. We have filled, numbered and signed each page of the tender documents and the same are enclosed here with.

Signature and seal of Tenderer:

Name:

Capacity /authority to sign:

**“Annexure ‘V’**

<<To be submitted Online>>

**Financial Bid**

**Tender for engagement as Secretarial Auditors for undertaking Secretarial Audit work for the Financial Year 2021-22.**

1. I/we hereby submit Financial Bid for professional fees for undertaking engagement as Secretarial Auditor for Financial Year 2021-22.

Description	Amount (Rs.)
Professional Fees in figures and word for conducting Secretarial audit of NTC for Financial Year 2021-22. (inclusive of miscellaneous and out of pocket expenses) Fee is exclusive of GST.	

***Fees should be mentioned as whole, without any bifurcation.***

2. The Secretarial Audit fees quoted above is exclusive of all applicable taxes.
3. Audit fees will be paid on submission of bill along with the Secretarial Audit Report.

We hereby agree with all the terms and conditions of the tender and we hereby undertake to abide by same.

Signature:-----

Name & Designation of the Authorized Signatory:-----

Stamp of the Firm/Proprietor:-----

Place:

Date :

**INTEGRITY PACT**  
**Between**  
**National Textile Corporation Limited (NTCL)** hereinafter referred to as  
**"The Principal"**  
and  
.....hereinafter referred to as  
**"The Bidder/Contractor"**

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce 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-A**.

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

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

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

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

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

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

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

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings.”

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/Contractors as confidential. He reports to the Chairman, NTCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.



4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairman, NTCL 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, NTCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTCL 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 NTCL.

### 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. That a person signing IP shall not approach the courts while representing the matters to IEMS and he/she will await their decision in the matter.
3. 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."

\_\_\_\_\_  
 \_\_\_\_\_  
 (For & On behalf of the Principal)  
 (Office Seal)

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

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

Witness 1 :  
 (Name & Address)

Witness 2 :  
 (Name & Address)

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

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

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and limited Tender. An agent who is not registered with NTCL shall apply for registration in the prescribed Application-Form.
  - 1.1 Registered agents will file an authenticated photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreements and giving the status being enjoyed by the agent and the Commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by NTCL.
  - 1.2 Wherever Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer.
    - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agents/representatives be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
    - 2.1.2 The amount of commission /remuneration included in the quoted price(s) for such agents /representatives in India.
    - 2.1.3 Confirmation of the Tenderer that the commission / remuneration if any, payable to his agents/representatives in India, may be paid by NTCL in Indian Rupees Only.
  - 2.2 Tenderers of Indian Nationality shall furnish the following details in their Offers.
    - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to Tender either directly or through the agents/representatives.
    - 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.
    - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration , if any, reserved for the Tenderer in the quoted price(s) , may be paid by NTCL in India in equivalent Indian Rupees on satisfactory completing of the Project or supplies of Stores and Spares in case of operation items.
  - 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents /representatives in India in Indian Rupees on expiry of 90 Days after the discharge of the obligations under the contract.
  - 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NTCL. Beside this there would be a penalty of banning business dealing with NTCL or damage or payment of a named sum.

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## GUIDELINES ON BANNING BUSINESS DEALINGS

### 1. Introduction

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

### 2. Scope

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

### 3. Definitions

In these Guidelines, unless the context otherwise requires:

- I. "Party / Contractor / Supplier / Bidders" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder" in the context of these guidelines is indicated as 'Agency'.
- II. "Unit" shall mean the Units whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTCL.
- III. "Competent Authority" and 'Appellate Authority' shall mean the following:
  - a) For NTCL Wide Banning  
The concerned director shall be the 'Competent Authority' for the purpose of these guidelines. CMD shall be the 'Appellate Authority' in respect of such cases.
  - b) For Units whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTCL.  
Head of the Unit/Head of Finance shall be the 'Competent Authority' for the purpose of these guidelines, in respect of concerned unit/Sub-office/Regional Office. The concerned Executive Director/ Regional Head of the Unit/ Region shall be the 'Appellate Authority' in all such cases.
- IV. "Investigating Committee" shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- V. "Approved Agencies viz Parties / Contractors / Suppliers/Bidders" shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc, who have been pre-qualified by NTCL for any tender/contract/bid.

### 4. Initiation of Banning / Suspension

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

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

- 5.1 If the conduct of any Agency dealing with NTCL is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 5.2 The order of suspension shall be communicated to all Departmental Heads of NTCL and Heads of the Units, which would also be displayed on Intranet, if available. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

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

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

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

- 7.1 A decision to ban business dealings with any Agency shall normally apply throughout NTCL. However, the Competent Authority of the Unit can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of NTCL.
- 7.2 There will be an Investigating Committee in each Unit to be appointed by Head of the Unit for processing the cases of "Banning of Business Dealings". However, for procurement of items /award of contracts at Corporate Office, the committee shall consist of officers not below the rank of Senior Manager from Indenting Division & Finance. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
  - ii) To recommend for issue of show-cause notice to the Agency by the concerned department as per clause 9.1.

- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendations to the Competent Authority for banning or otherwise.

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors/Bidders etc.
- 8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender Enquiries till the period mentioned in the order.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

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

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

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

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

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

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

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

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

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

- (a) For the purposes of this provision, the terms set forth below shall mean as under:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value and /or personal satisfaction to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

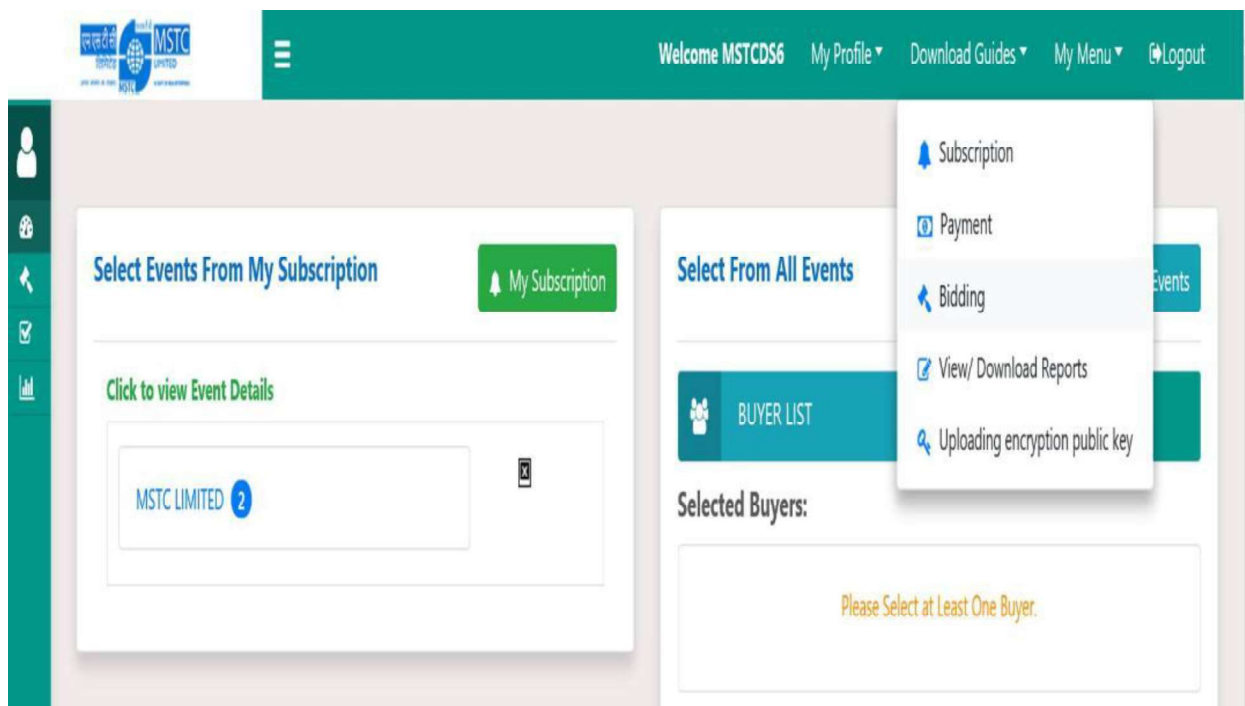
- (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;
- (v) "Integrity Pact" means an agreement called Integrity Pact between the contractor and the Employer shall be signed committing the persons/ officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. The Independent External Monitor(s)(IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.
- vi) "Independent External Monitor(s) (IEMs)" means the External Monitor(s) appointed by the Employer to oversee the implementation of Integrity Pact
- (b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity pact as mentioned above in competing for the contract in question.
- (c) The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or defaulted commitments under integrity pact in competing for, or in executing, a contract.
- (d) Banning of Business Dealings: It is not in the interest of NTCL to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. The grounds on which Banning of Business Dealings can be initiated are as follows:-
  - i) If the security consideration, including questions of loyalty of the Agency to NTCL so warrants;
  - ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
  - iii) If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India or by any other department of GOI.
  - iv) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
  - v) If the Agency uses intimidation / threatening or brings undue outside pressure on NTCL or its official for acceptance / performances of the job under the contract;
  - vi) If the Agency misuses the premises or facilities of the NTCL, forcefully occupies or damages the NTCL's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).
  - vii) In the transaction where NTCL is a seller, the term Purchaser shall be deemed to have been replaced by 'Seller' and vice versa.

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

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### Instructions to Download Bidder's Guide

"Prospective Bidders may login to MSTC e-Procurement site through the link <https://www.mstcecommerce.com/eproc/> and go to Download Guides section in their login to download specific guides (screenshot below). For any help/support bidder's may contact MSTC helpdesk (details available on login page, click need help button)."



For any technical details/clarification, please contact at the following:-

MSTC NRO Help Desk	:	+911123215163
MSTC NRO Help Desk	:	+911123212357
MSTC Helpdesk	:	+911123217850
MSTC HO Help Desk	:	+913322901004

# Guide to System Settings for

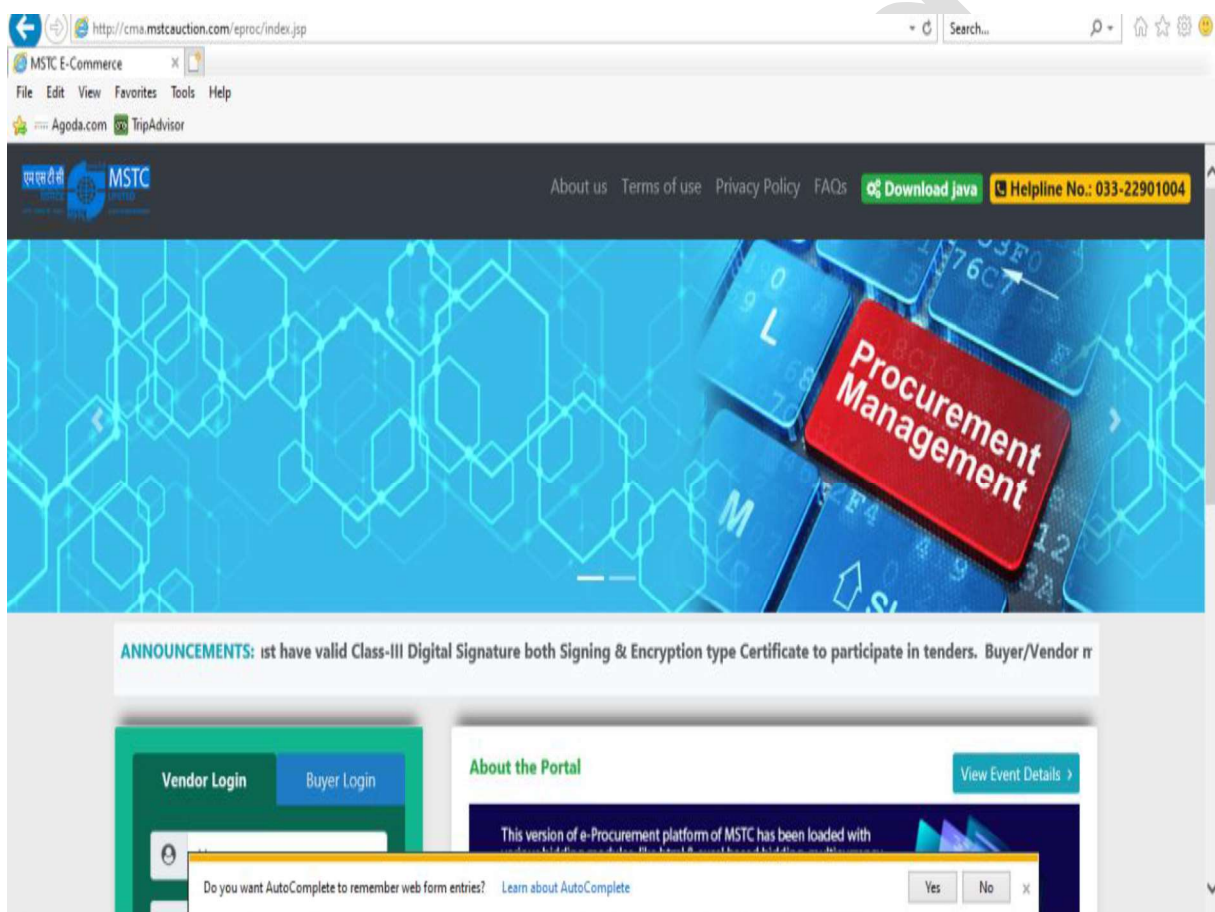
[www.mstcecommerce.com](http://www.mstcecommerce.com)



*Disclaimer : The following section is meant only to provide guidance to bidders about the System Settings for the MSTC website . These guidelines are subject to change from time to time. Vendors are advised to keep checking the latest guidelines from the website to keep themselves updated. They may also contact the Helpdesk to seek clarification/s on any point. MSTC shall not be responsible for any mistake committed by any bidder or for any consequent loss to the bidder due to misinterpretation of anything written hereunder.*

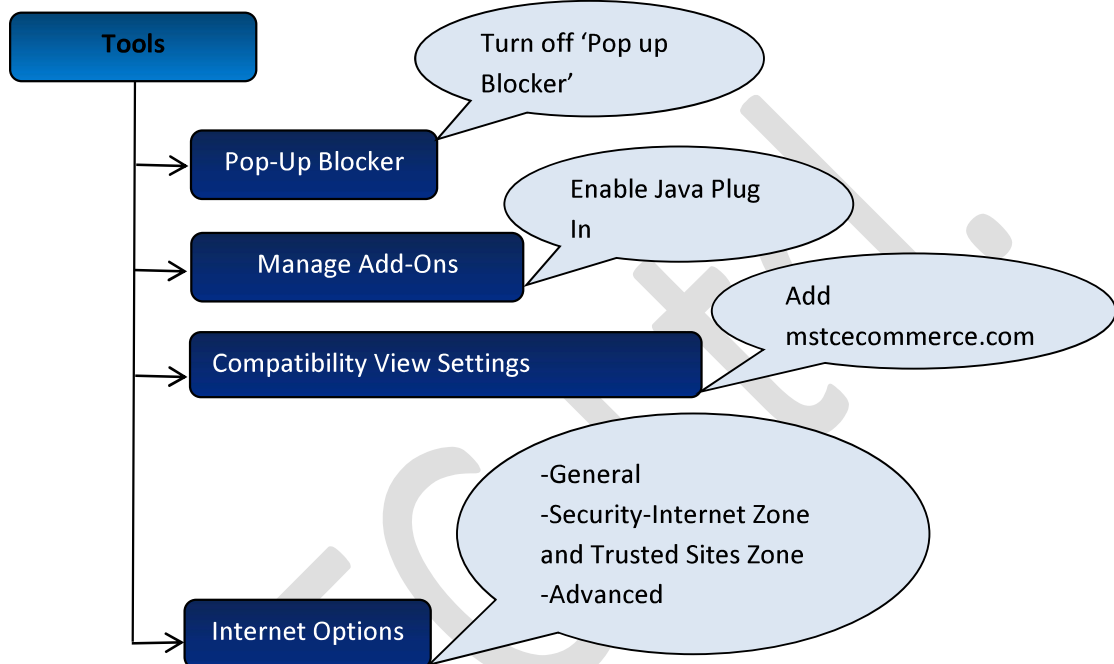
**PC/System requirements-Windows 7 and above, IE-version 9 and above, latest Java version (JRE-Windows X86 Offline).**

Open the website- [www.mstcecommerce.com](http://www.mstcecommerce.com) on the Internet Explorer.



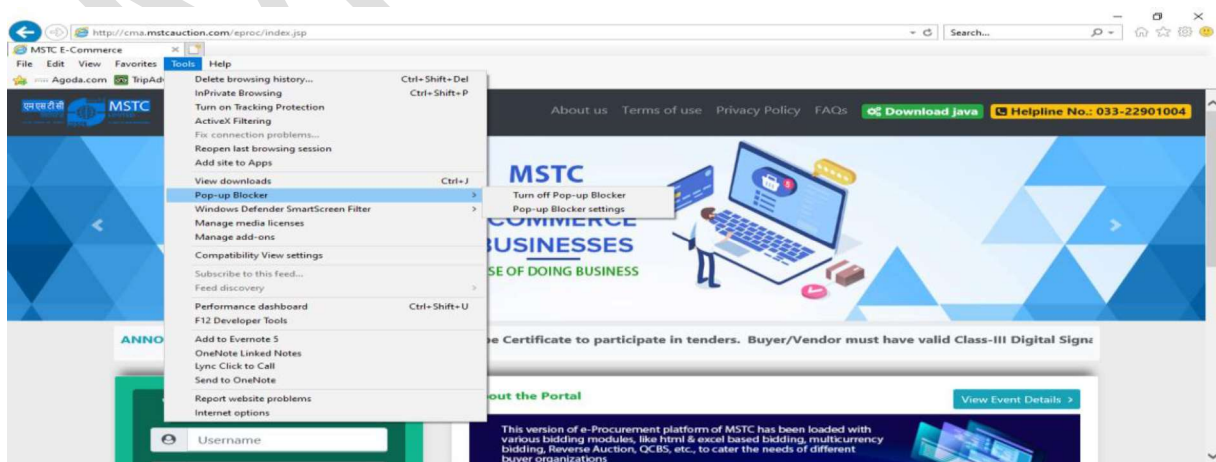
## BROWSER SETTINGS

**In brief: Please click on 'Tools' from the menu bar of the browser:**

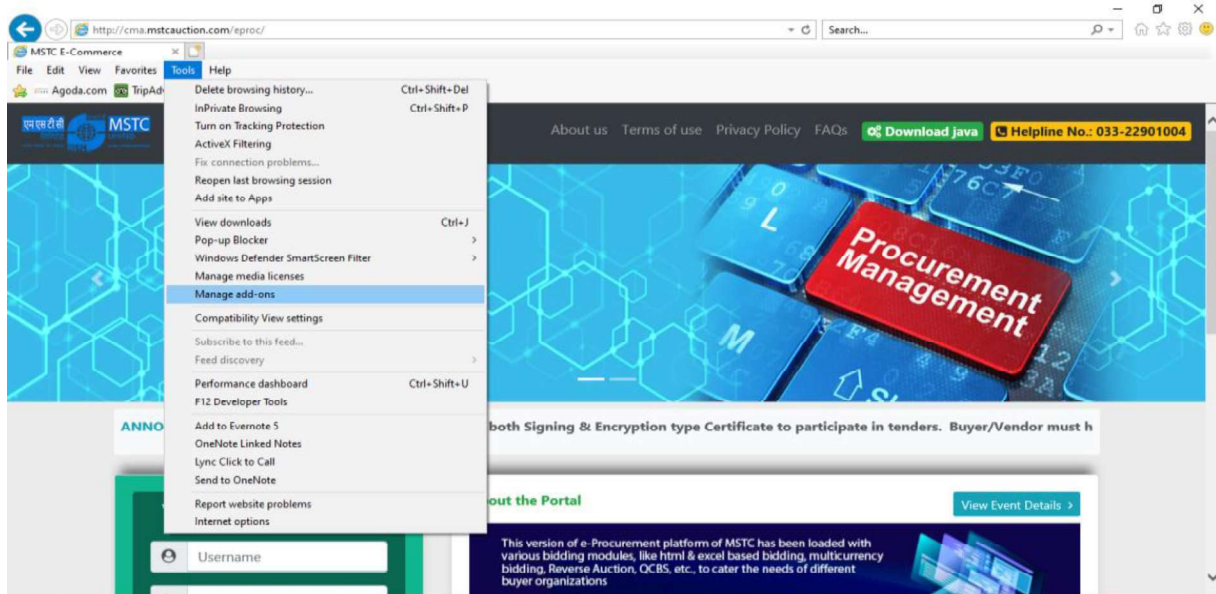


### Pop-Up Blocker

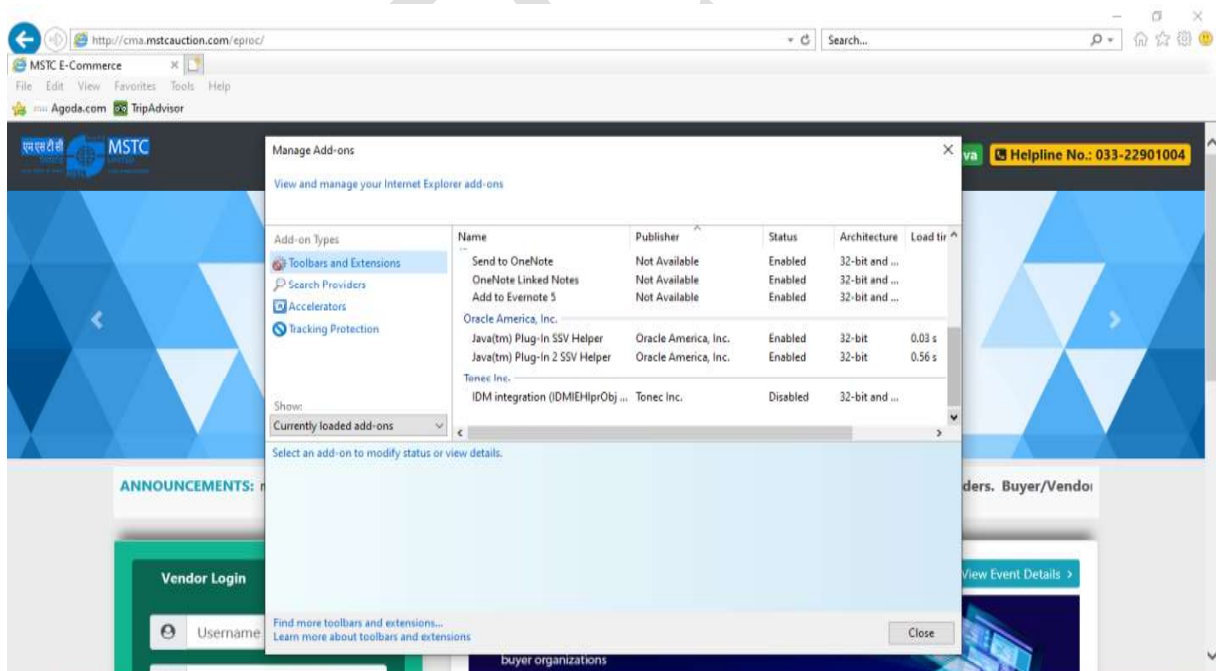
Select 'Pop up Blocker' → select 'Turn off Pop-Up Blocker'.



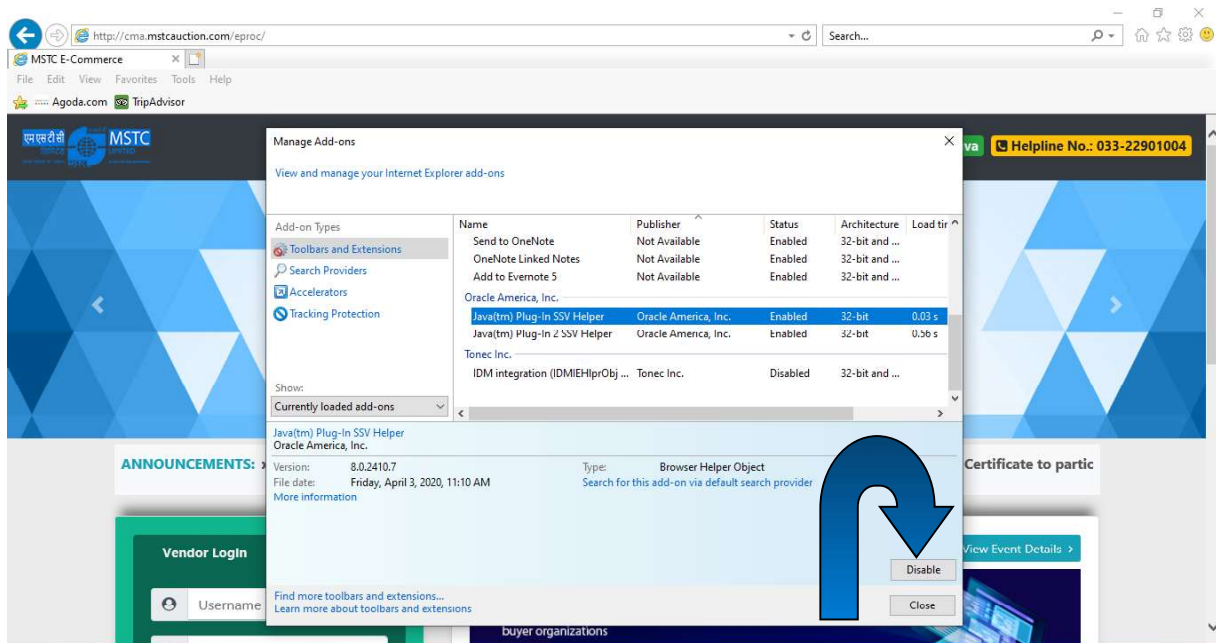
## Manage add-ons



**Toolbars and Extensions-** Check if the Java plug-ins are enabled.

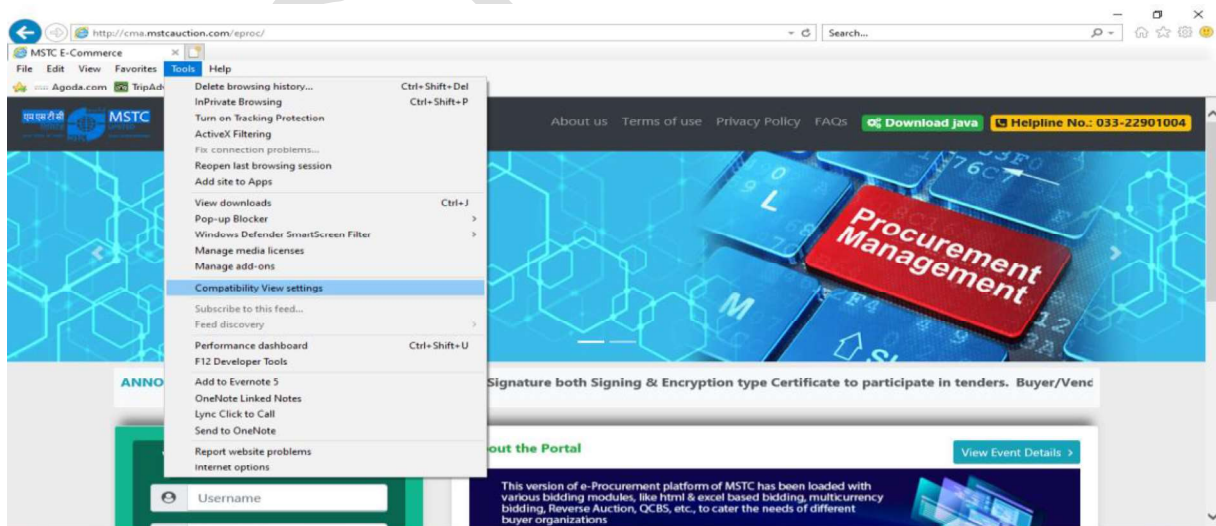


In case they are disabled, click on each options under 'Oracle America.inc', and click on 'Enable' (as the JAVA plugins are enabled, the button is showing 'Disable')



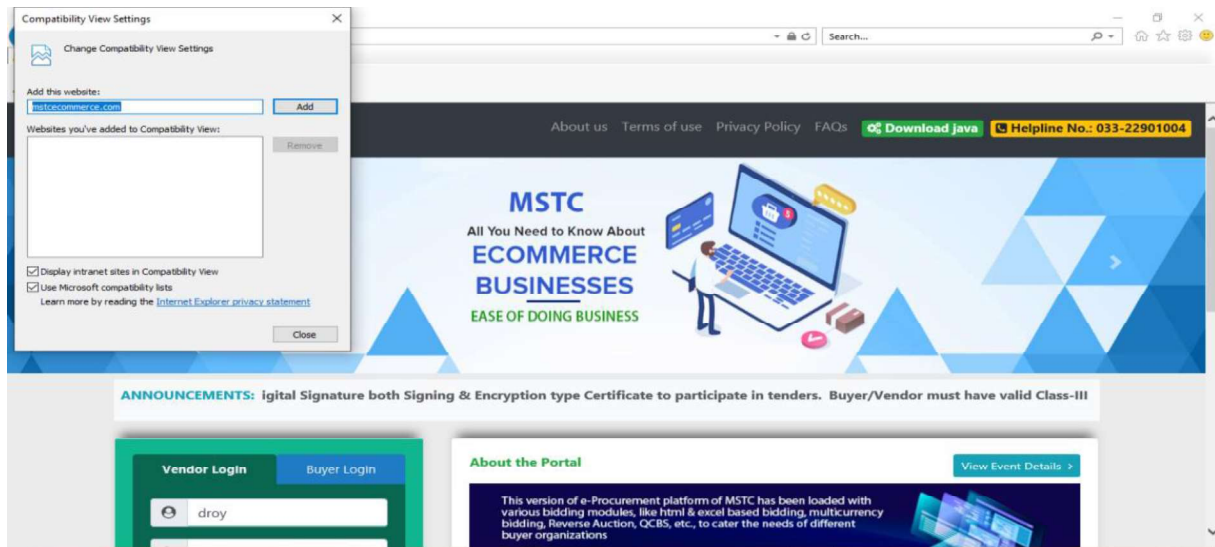
## Compatibility View Settings

Click on 'Compatibility View Settings'.



When the website '[www.mstcecommerce.com](http://www.mstcecommerce.com)' appears on the text box, please click on 'Add' button and close the box.

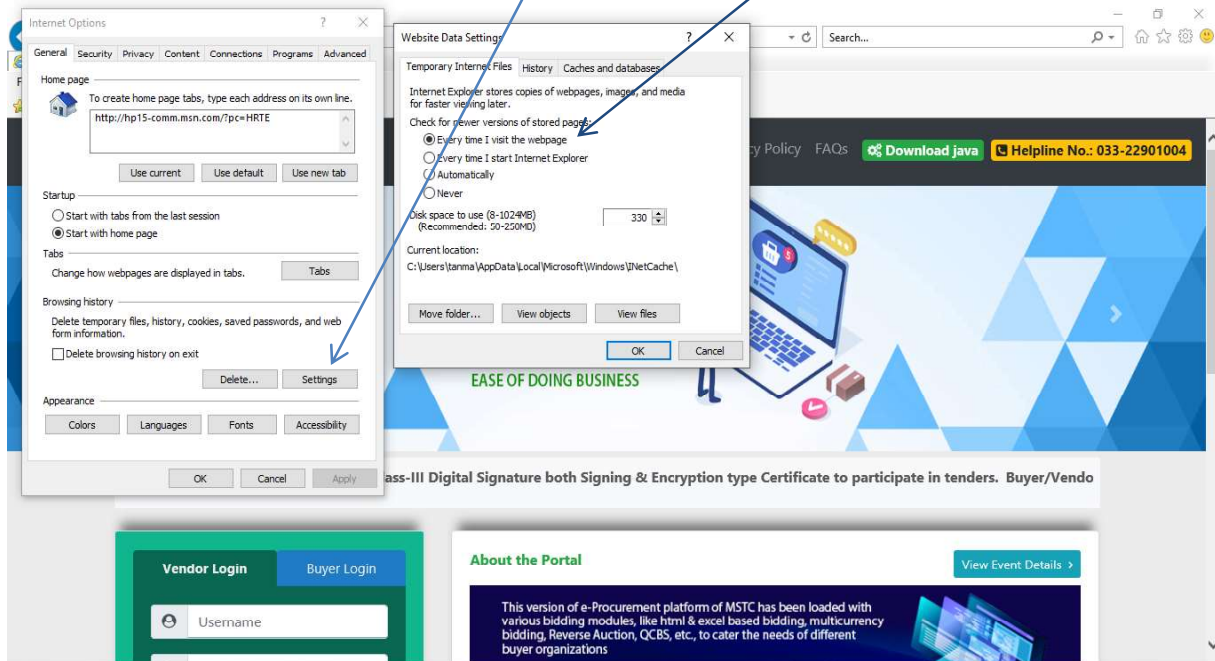




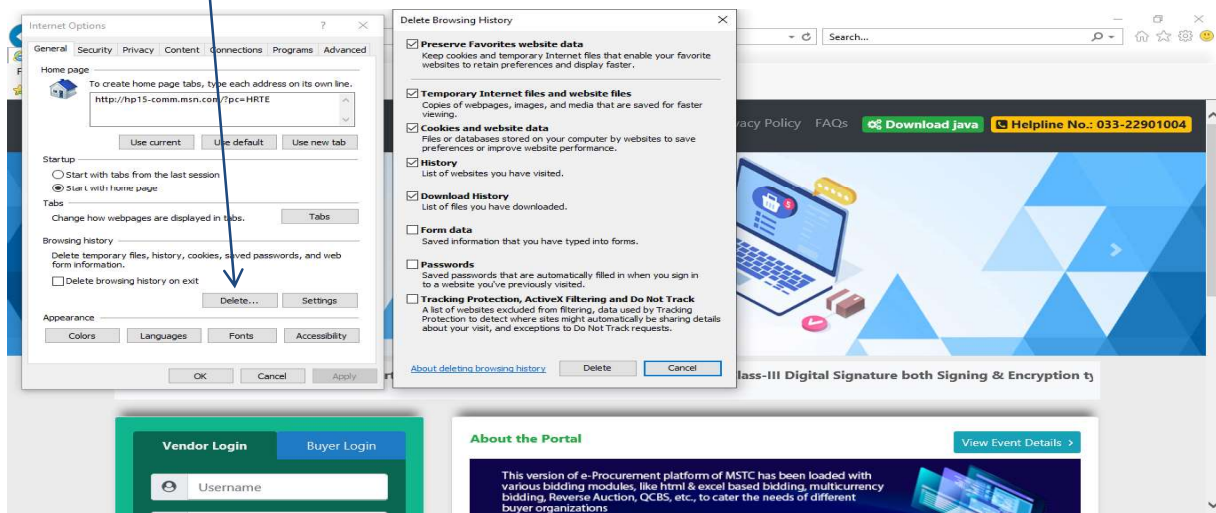
Under the '**Internet Options**', the following tabs will open and to be set as explained below:

### General

Tools→Internet Options→ '**General**' Tab followed by '**Settings**', the option '**Every time I visit the webpage**' has to be selected.

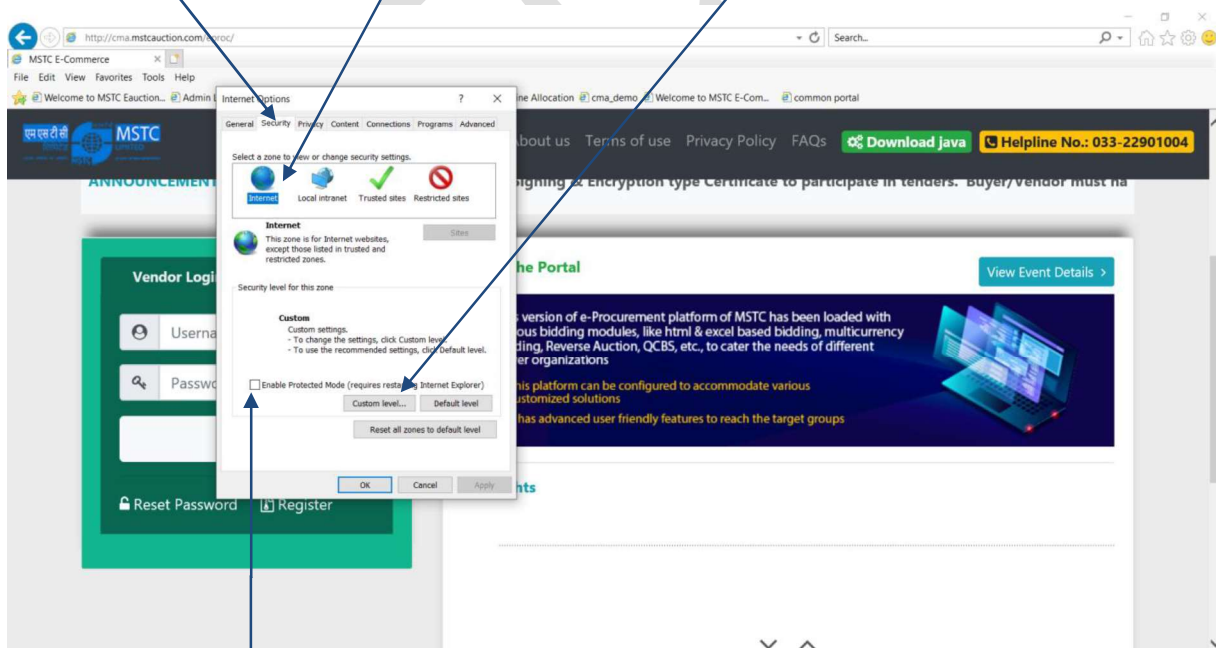


On clicking 'Delete' of the 'General' Tab, mark the check boxes as shown in the screenshot below and click on 'Delete'.



## Security-Internet Zone

Under 'Security' tab select 'Internet' and then click on 'Custom level'

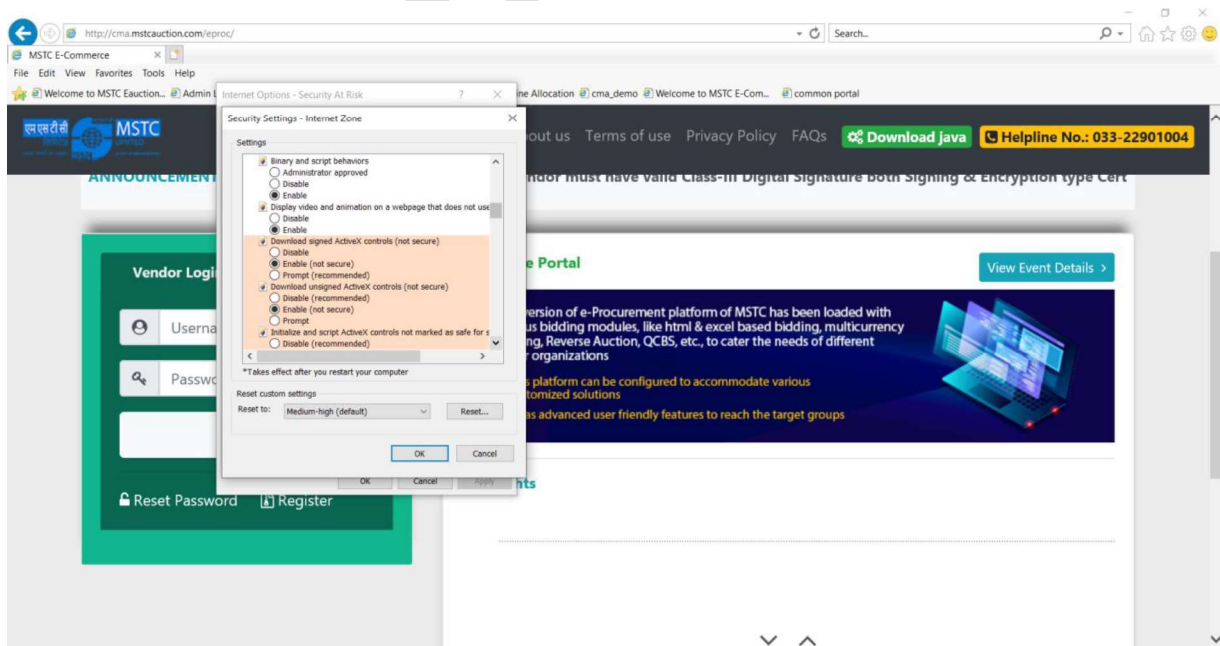
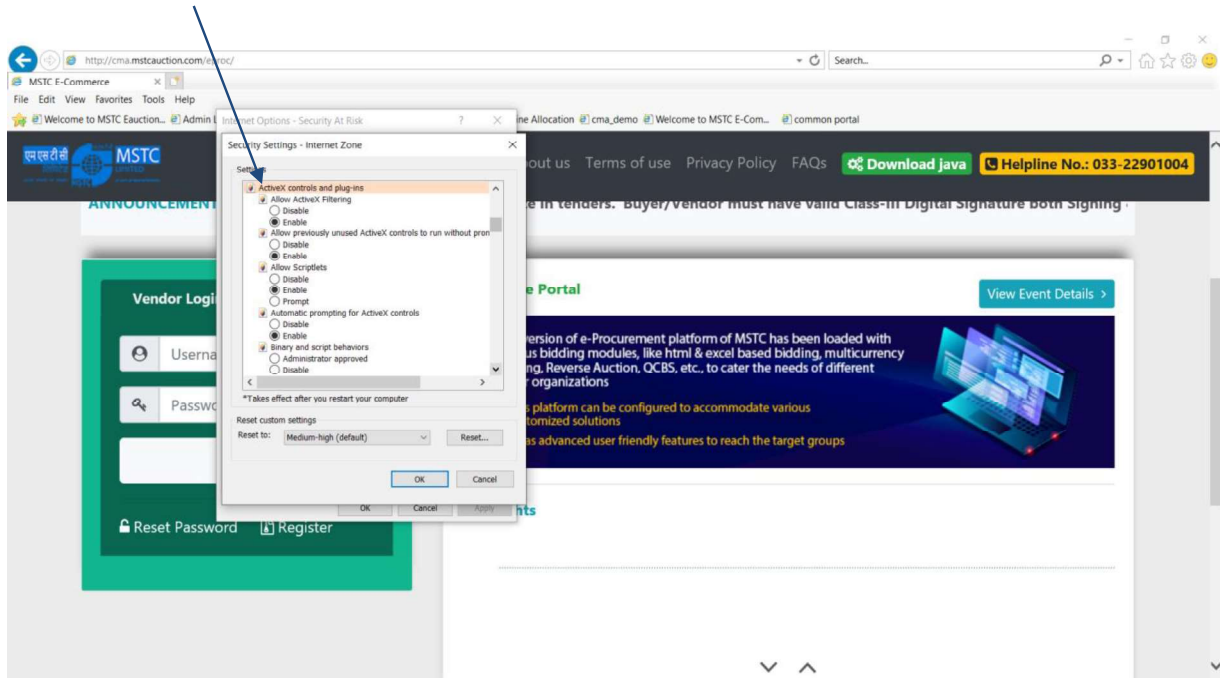


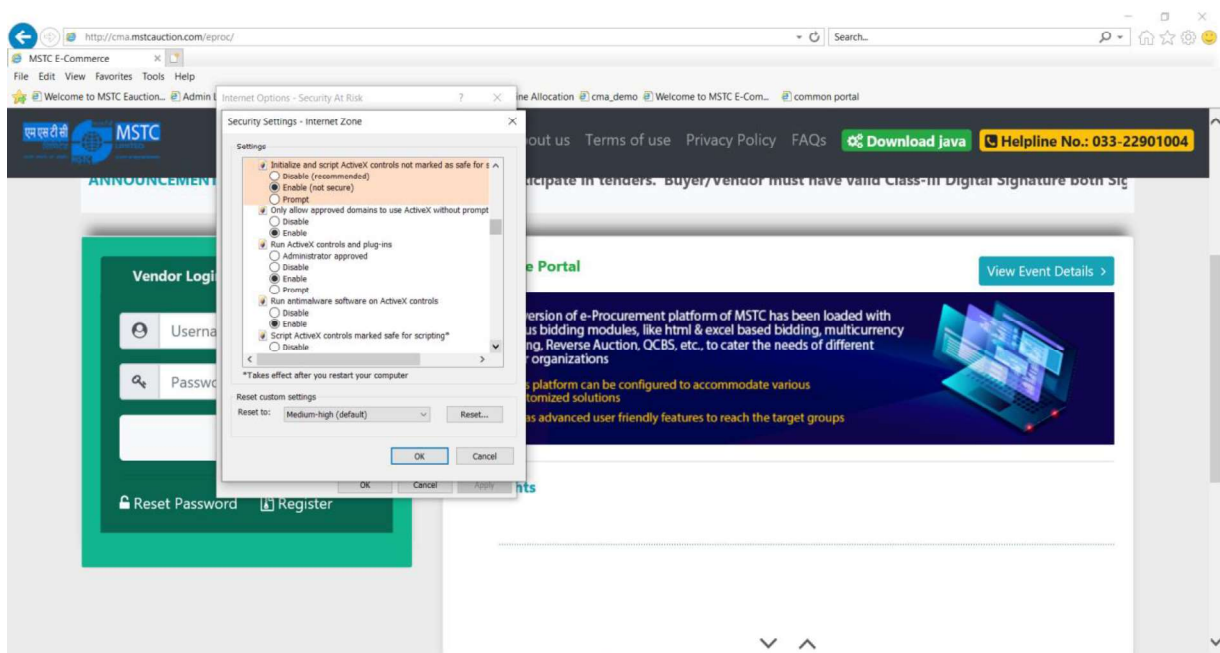
## Uncheck the Enable Protected Mode

The 'Enable Protected Mode' has to be unchecked.

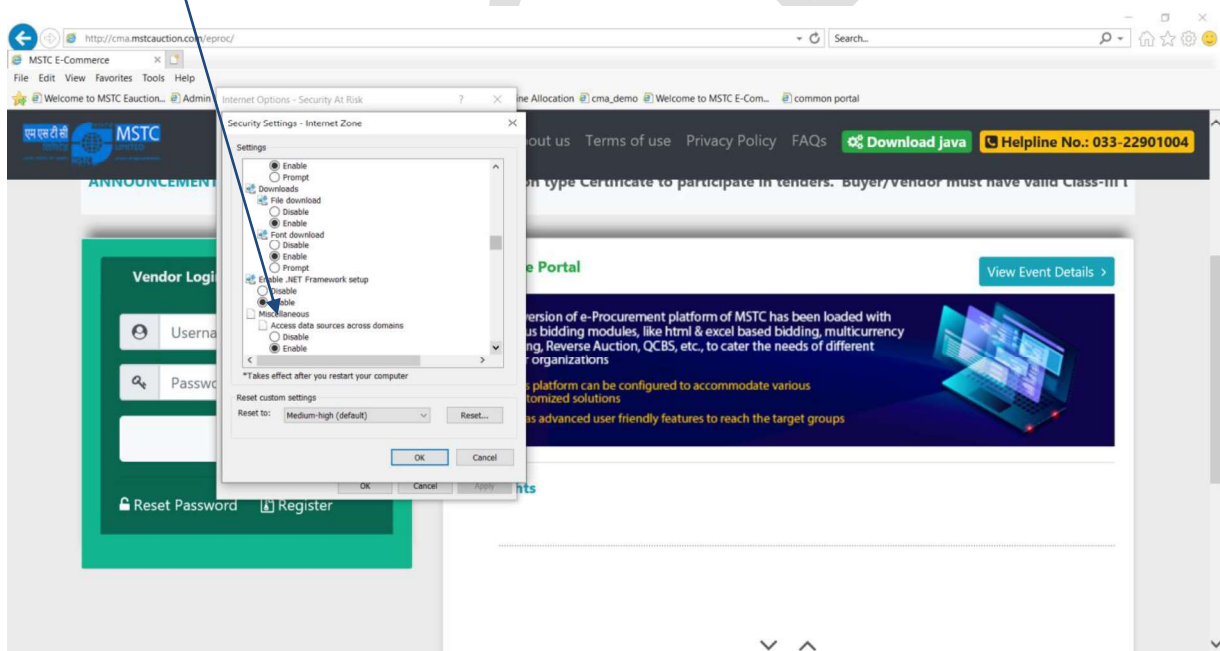
## Enable ActiveX Controls

Enable all the ActiveX Controls and plug-ins as provided in the screenshots below





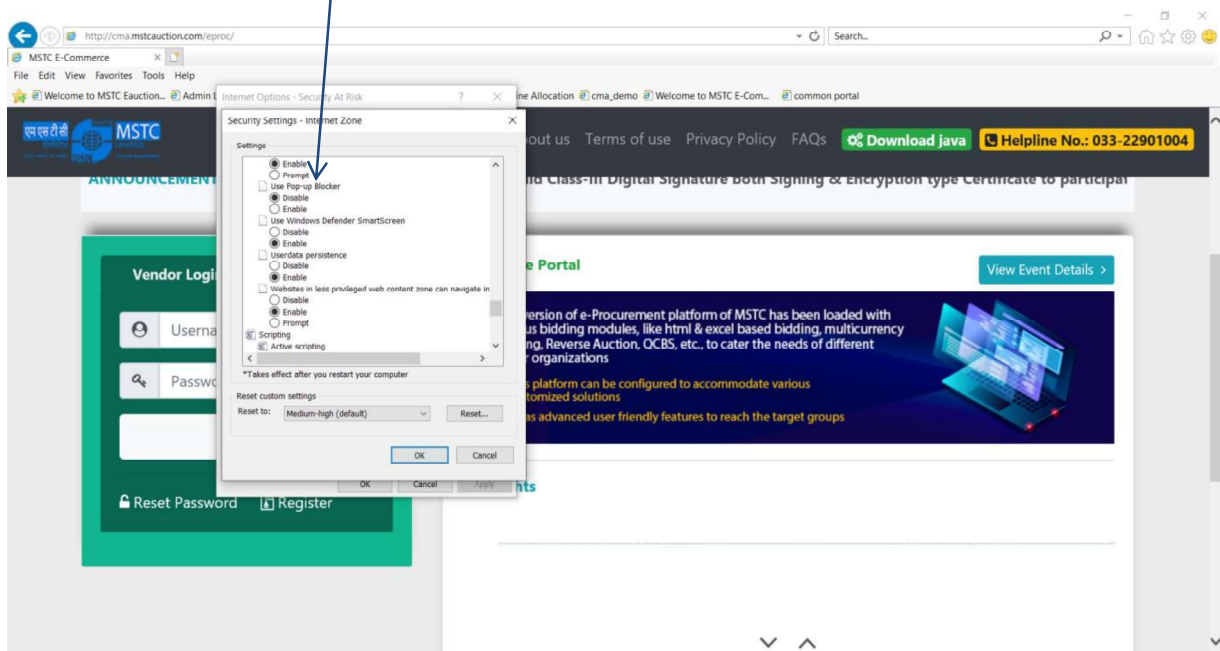
Enable 'Access data source across domains'



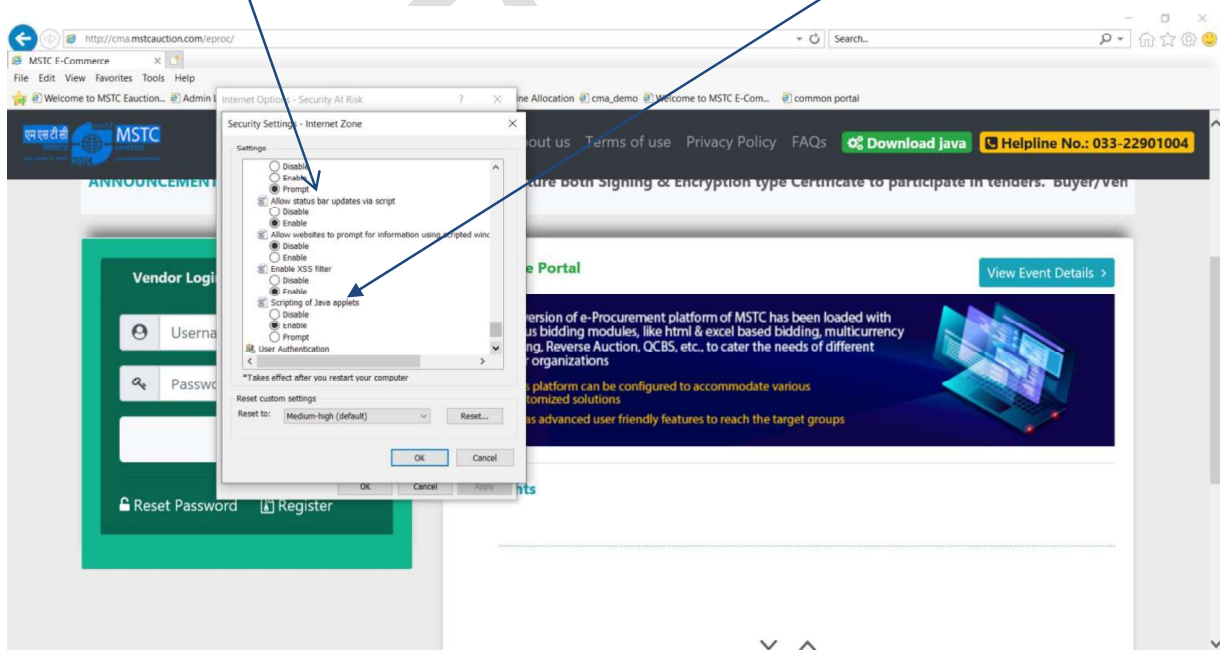
Click on 'OK'.



Please select 'Disable' for 'Use Pop up Blocker'.



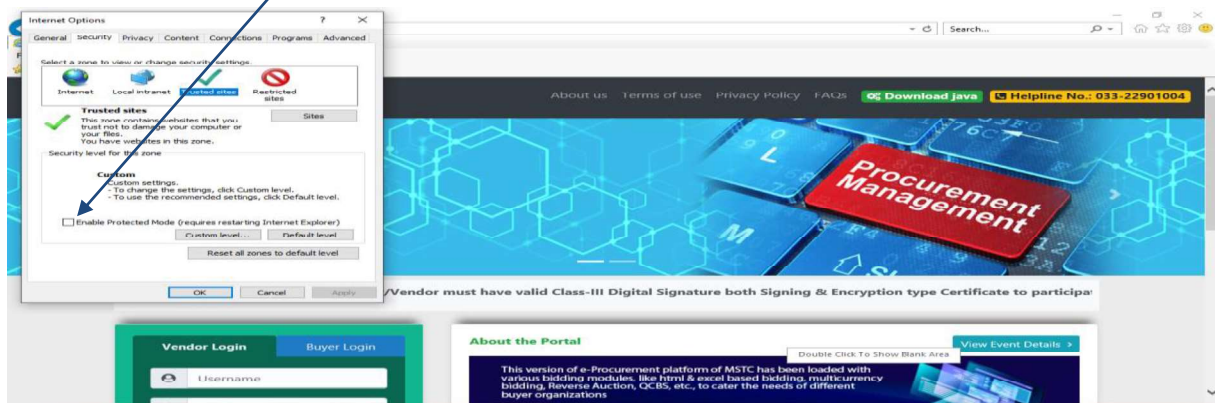
Please select 'Enable' for 'Allow status bar for updates via script' and 'Scripting of JAVA applets'.



## Security-Trusted Sites Zone

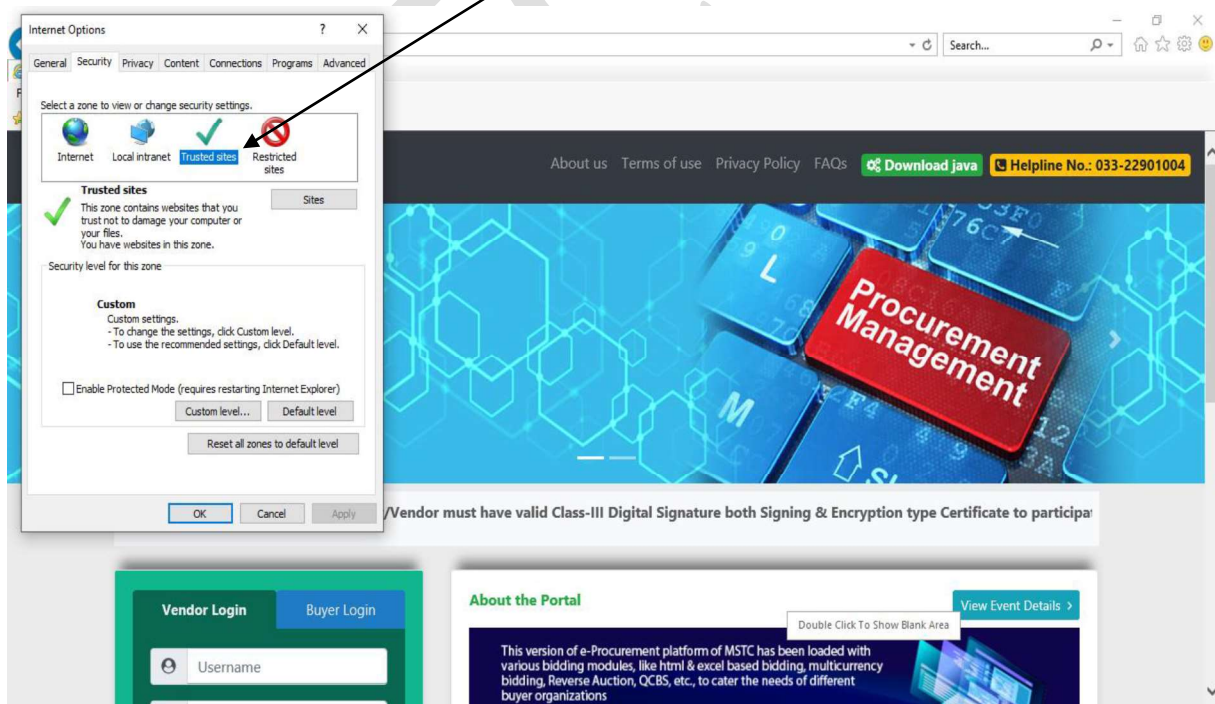
### Uncheck the 'Enable Protected Mode'.

The 'Enable Protected Mode' has to be unchecked.

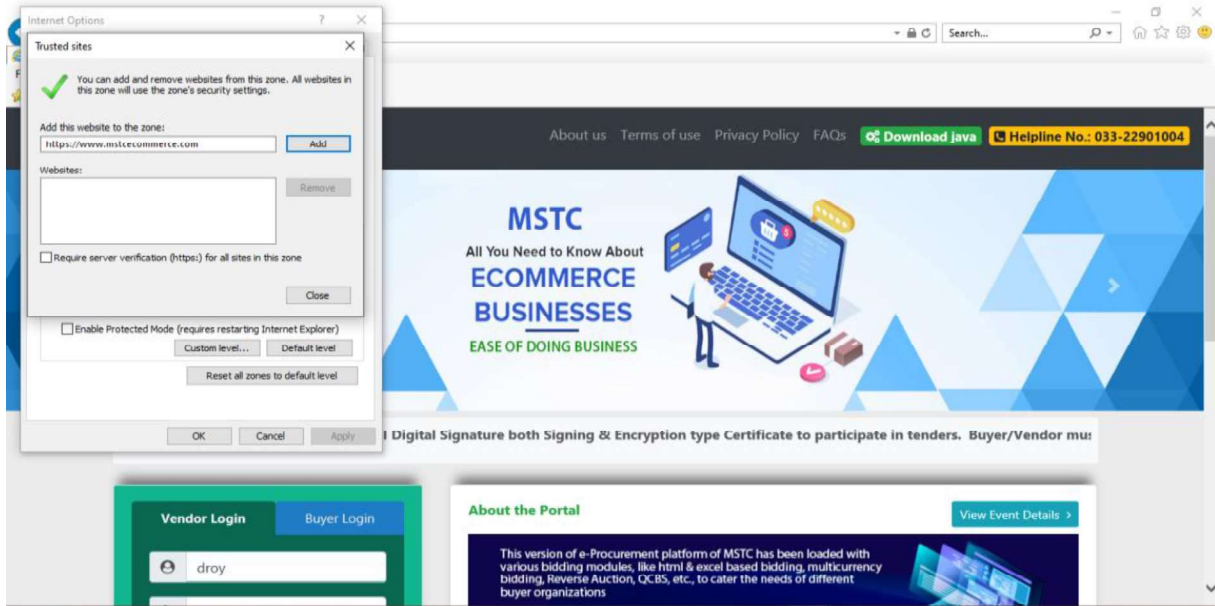


### Add the website in Trusted Sites

Please click on tab 'Security' and select 'Trusted Sites' followed by 'Sites'.

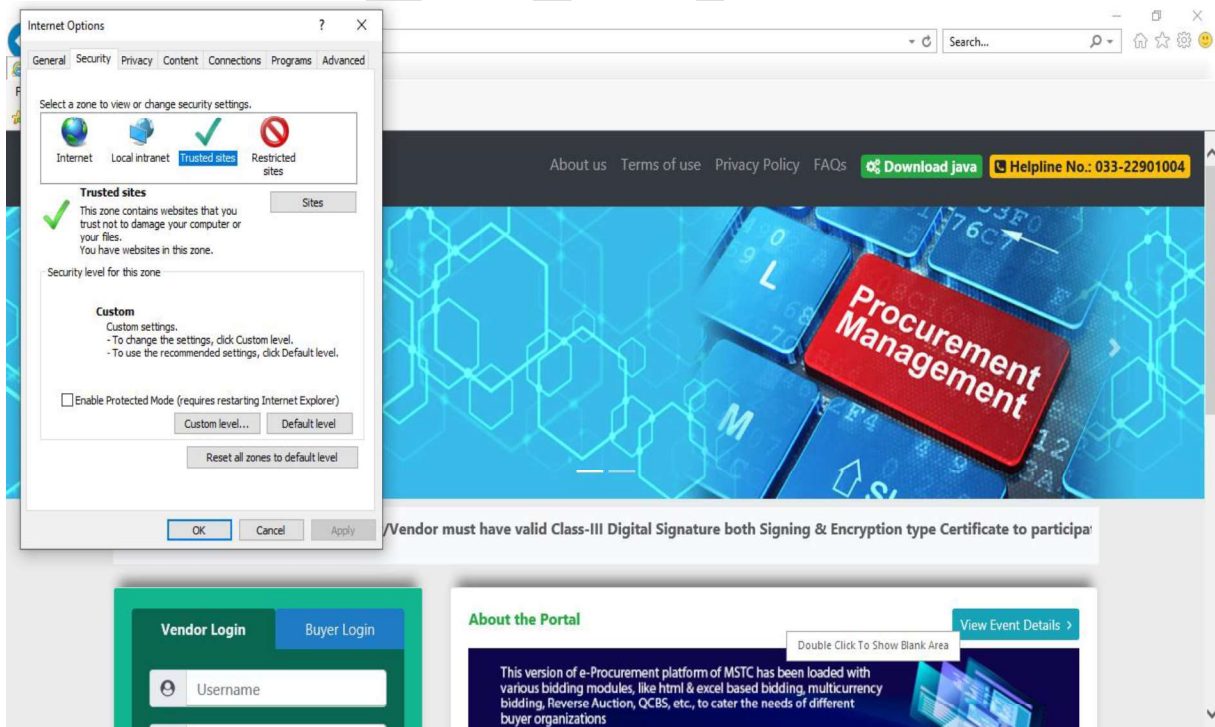


Please add <https://www.mstcecommerce.com> by clicking button 'Add'. Please ensure the check box 'Require server verification (https:) for all sites in this zone' is unchecked. Please close the box.



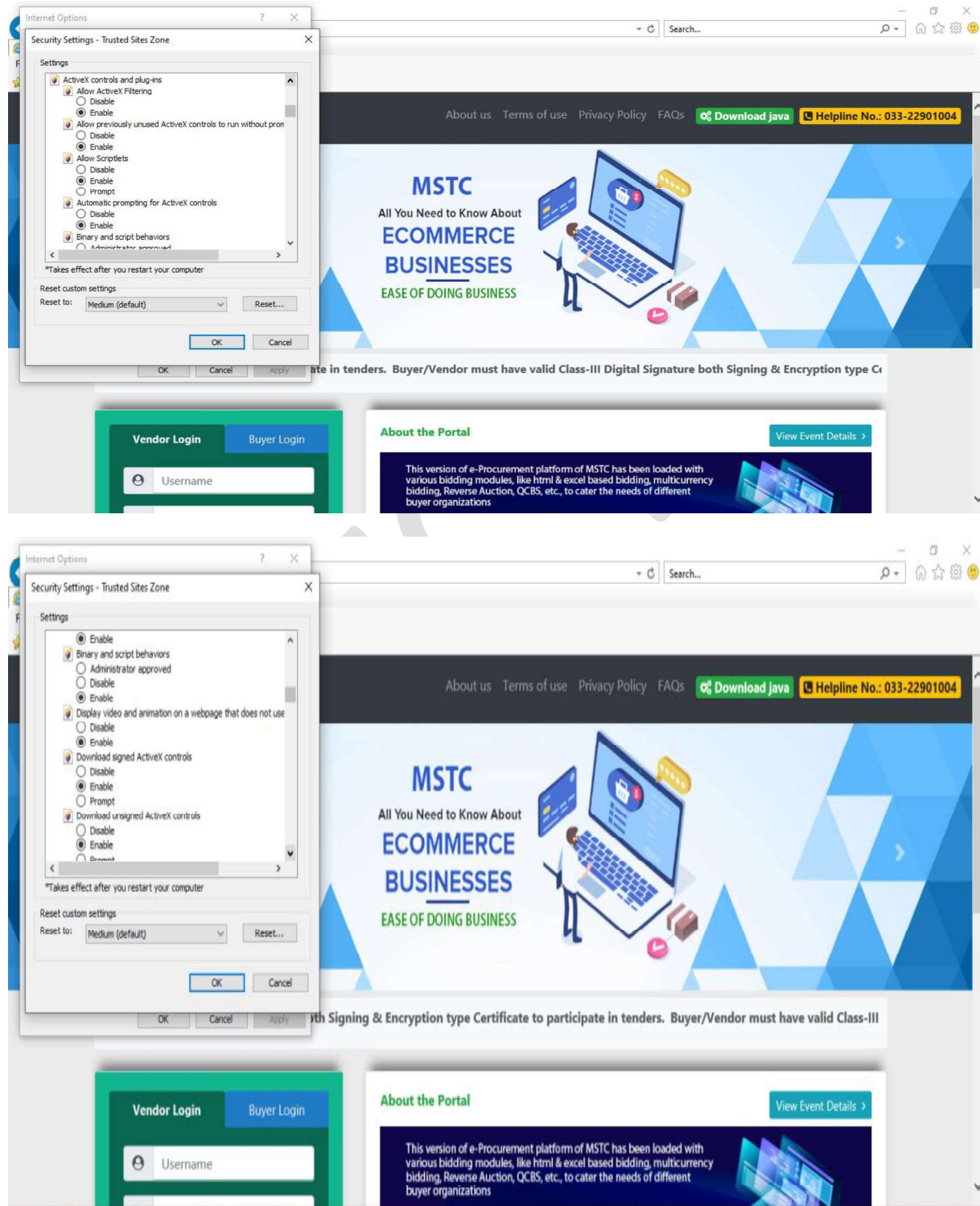
### Uncheck the 'Enable Protected Mode'.

The check box against 'Enable Protected Mode' has to be removed.

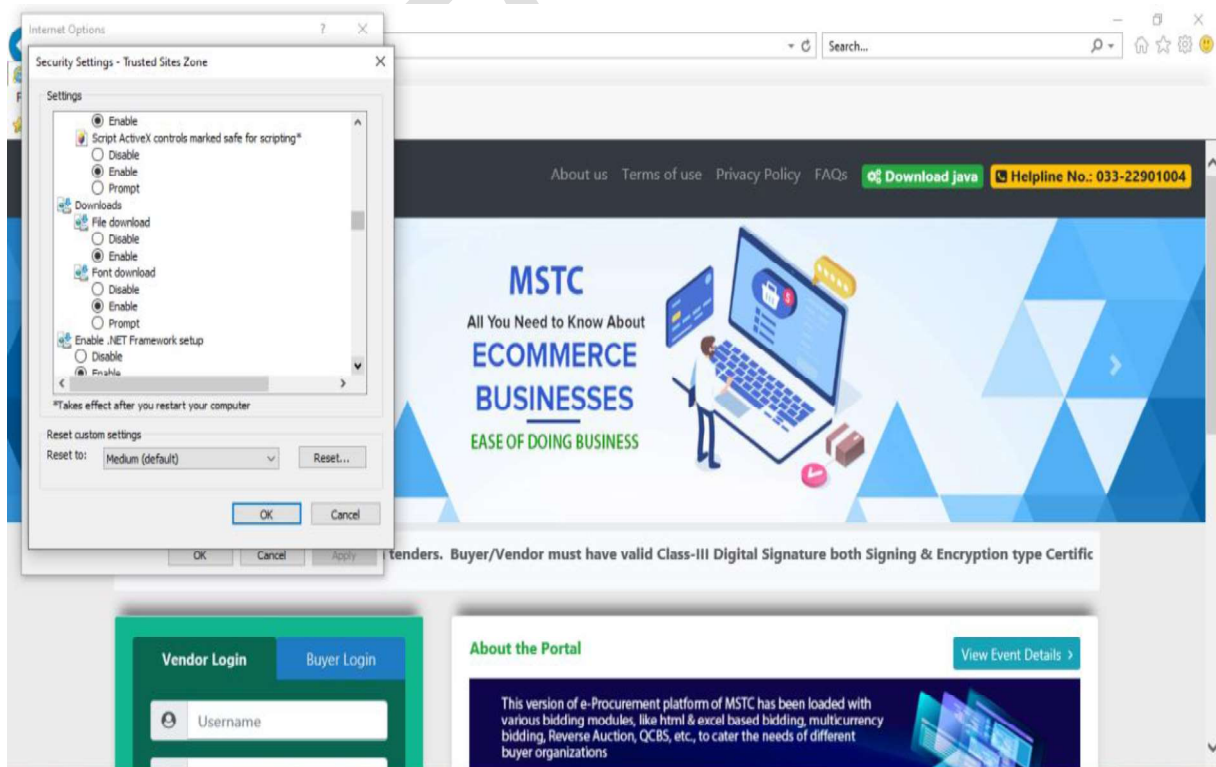
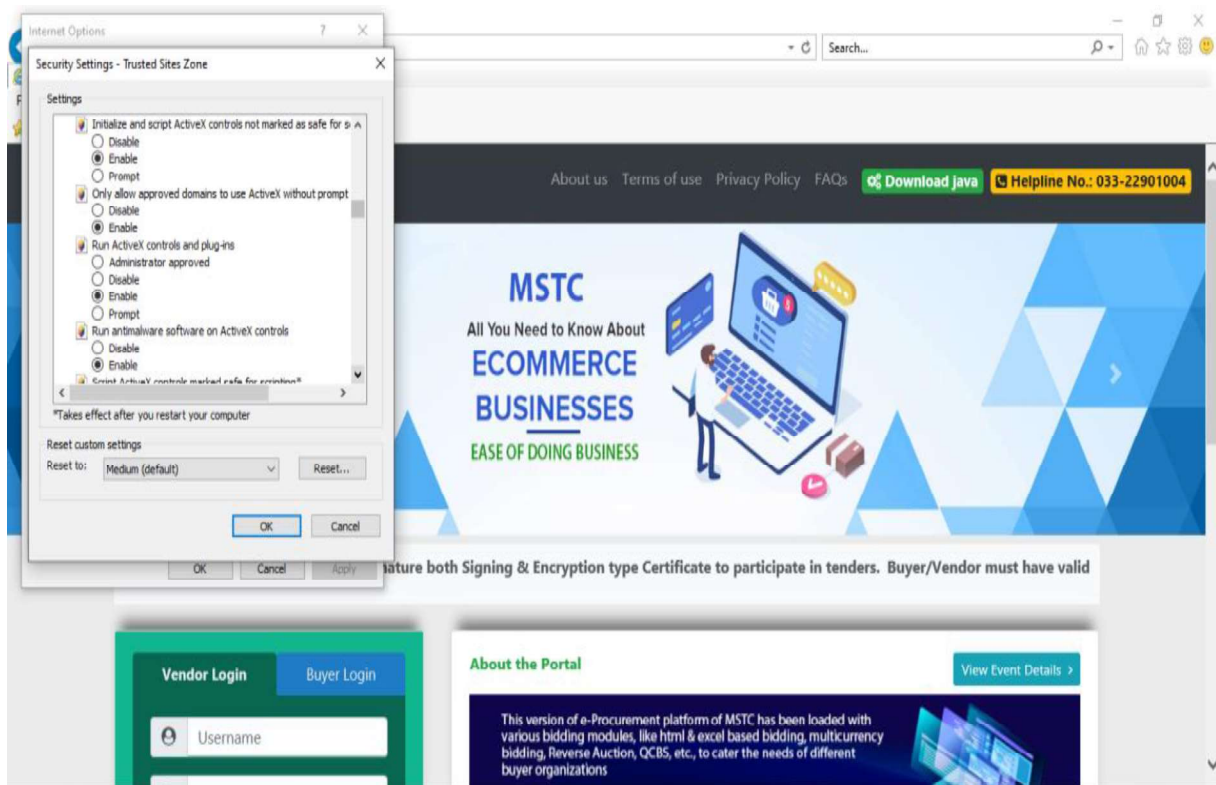


## Enable the ActiveX Control

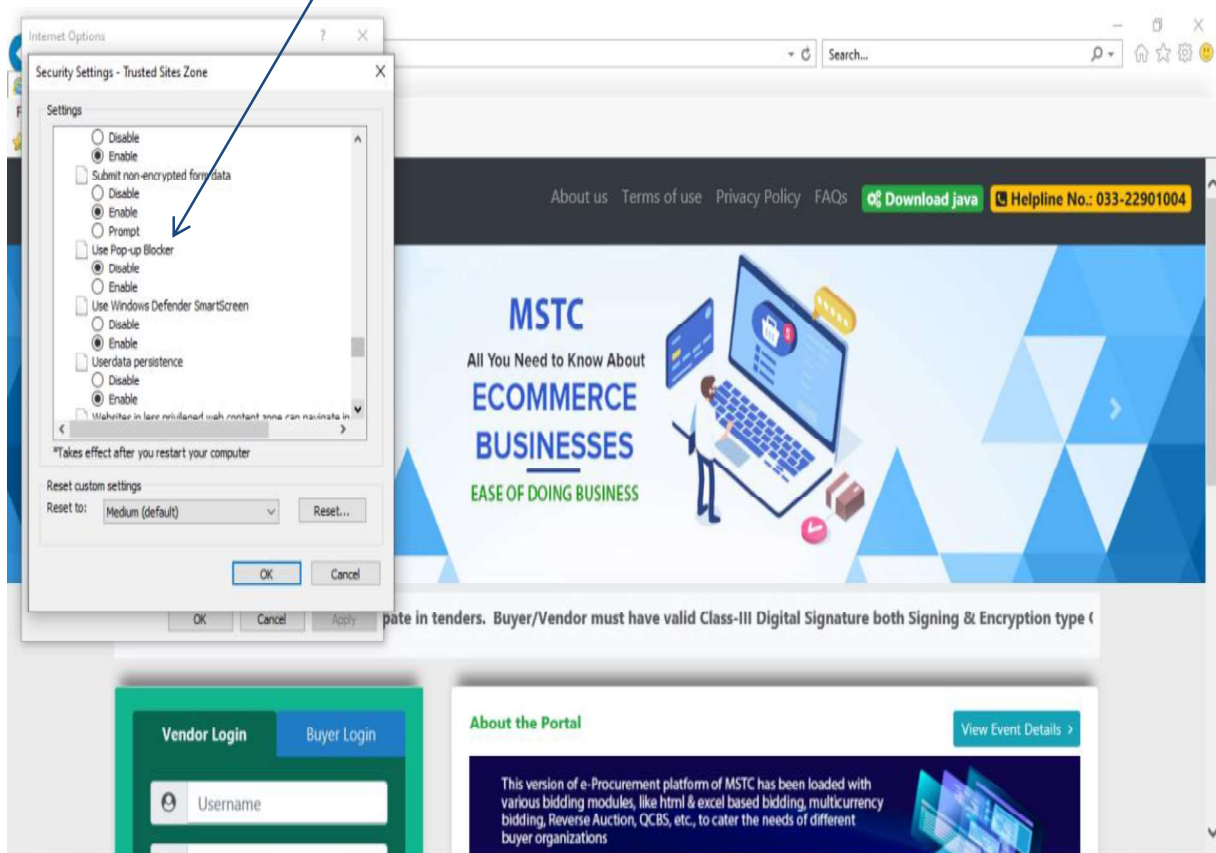
Please enable all the ActiveX Controls and plug-ins as provided in the screenshots below.

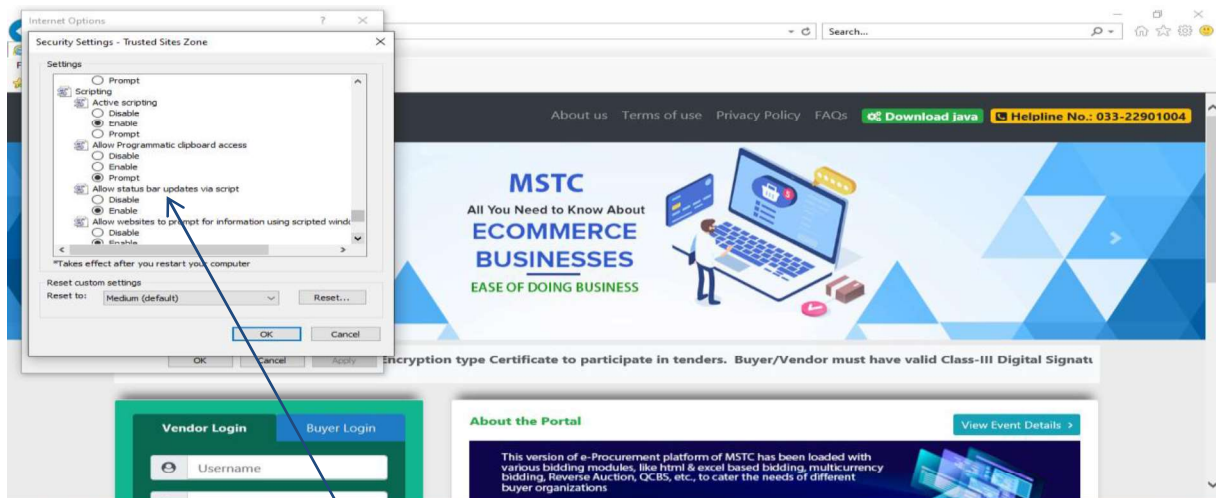




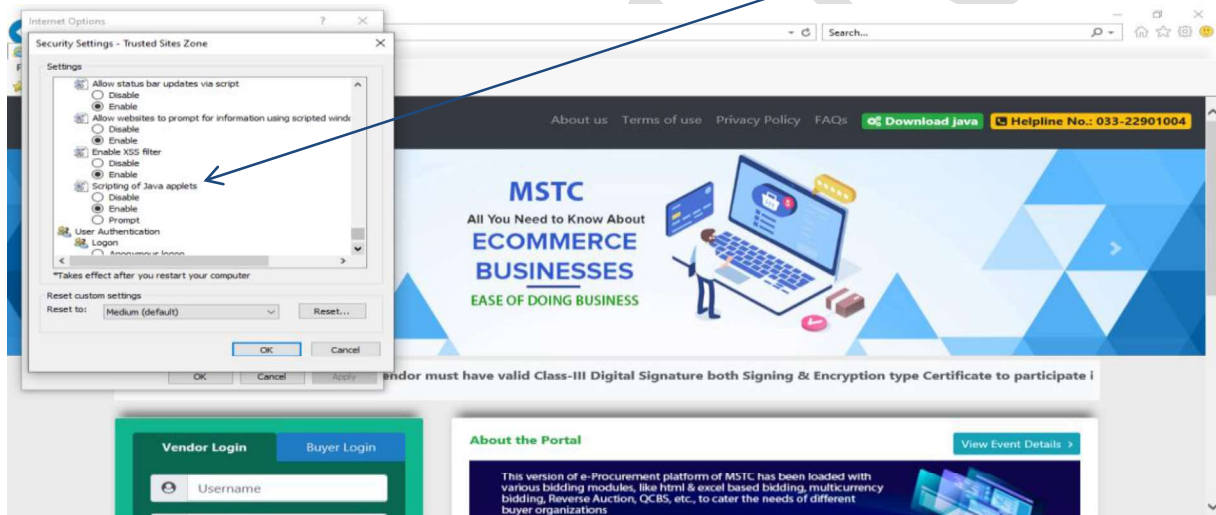


Please select 'Disable' for 'Use Pop up Blocker'.





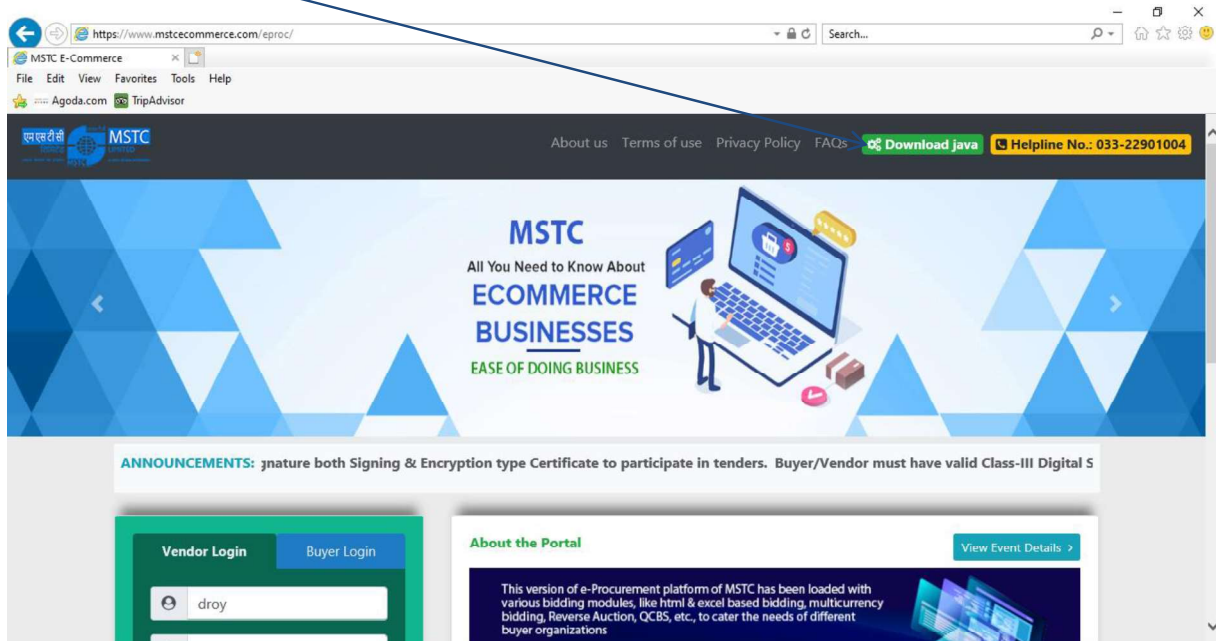
Please select 'Enable' for 'Allow status bar for updates via script' and 'Scripting of JAVA applets'.



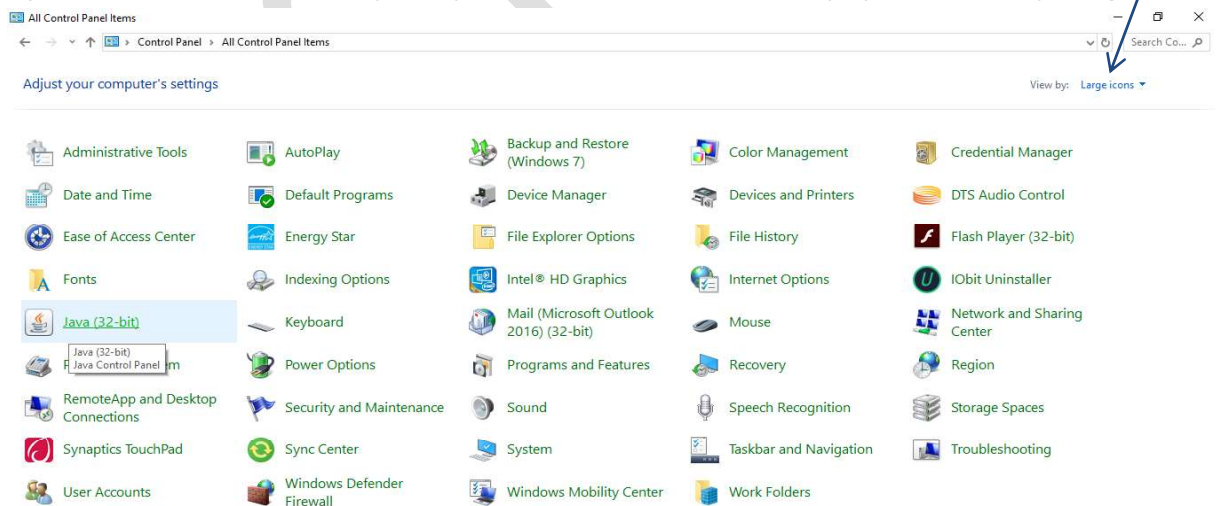
Once the settings are done, please click on 'Apply' followed by 'Ok' and close the browser.

## JAVA DOWNLOAD & SETTINGS

Click on 'JAVA Download' link and download 'Windows X86 Offline' file of latest JRE.

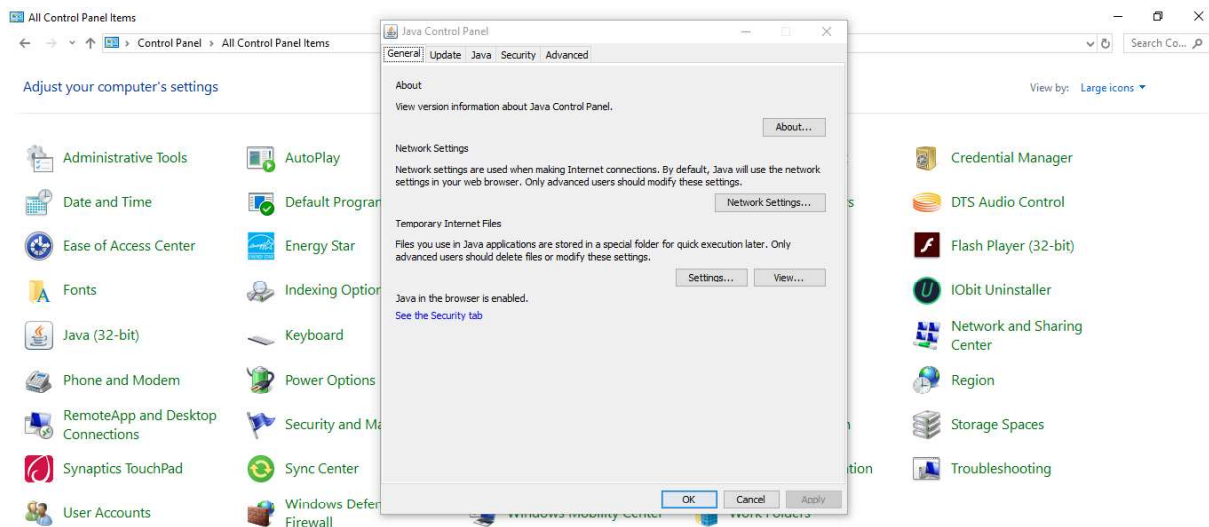


Open the 'Control Panel' of your system and make sure the display is viewed by 'Large Icons'.



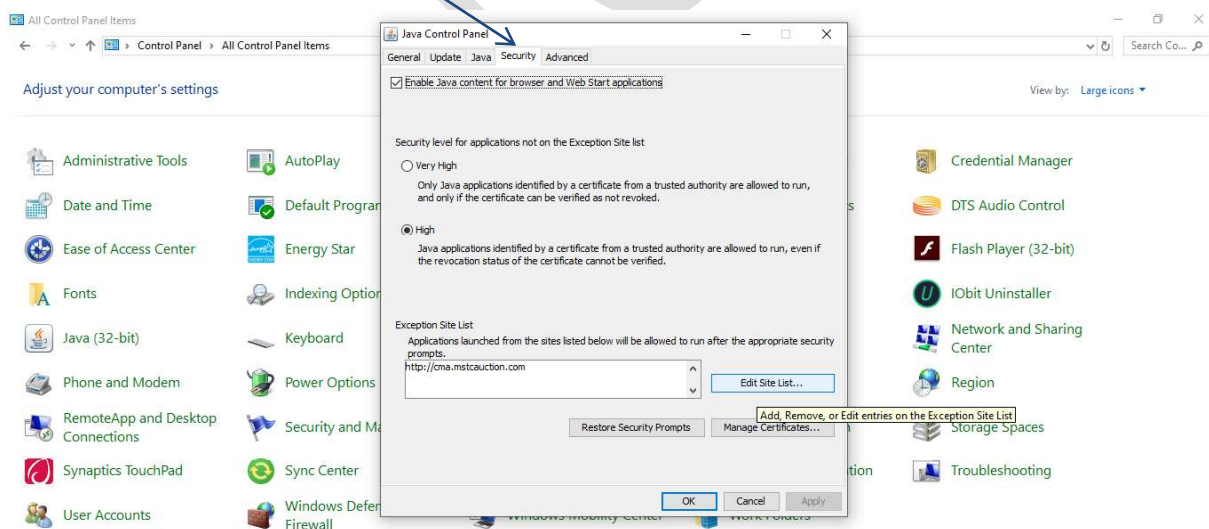


Click on 'JAVA (32 bit)'.

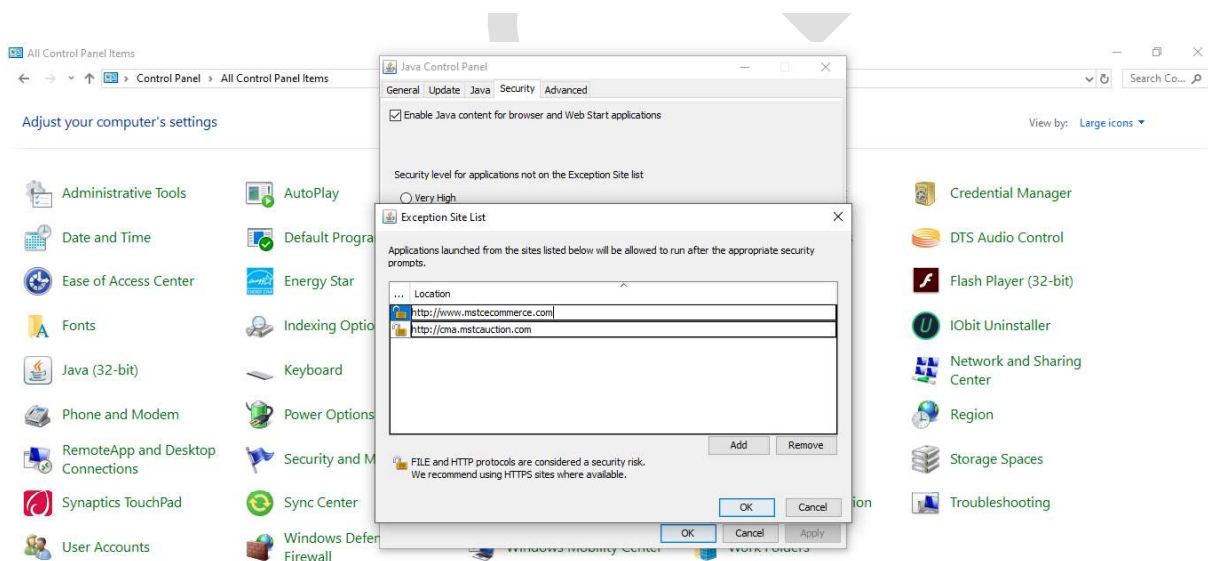
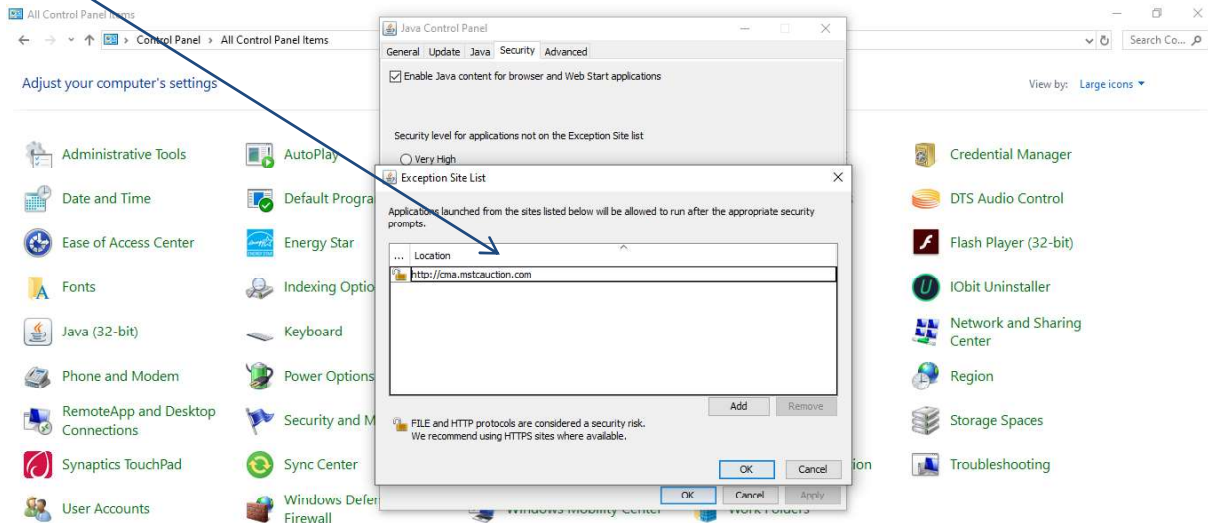


Click on the tab 'Security',

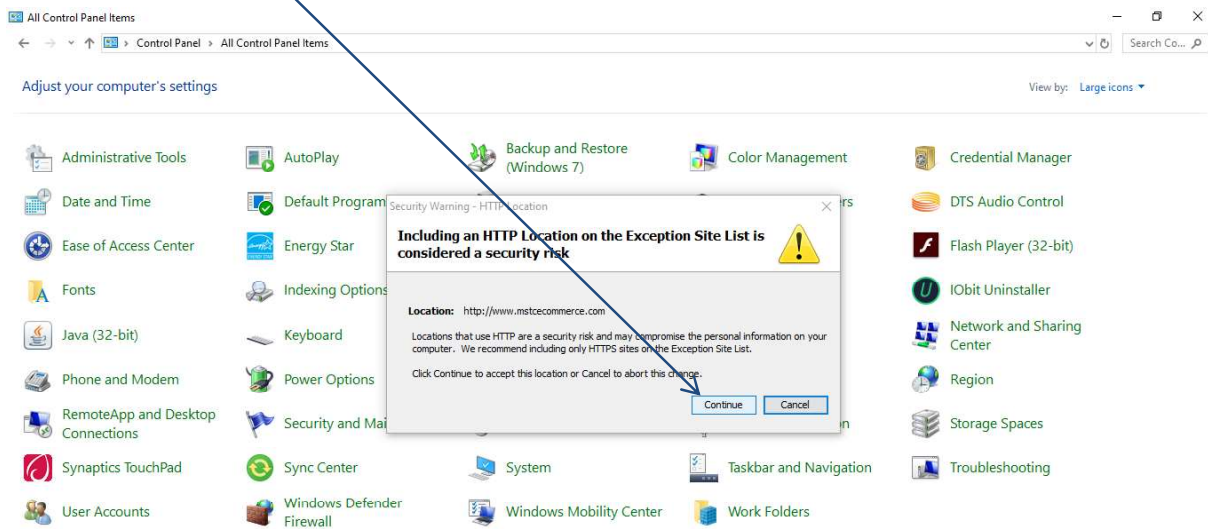
Please ensure the JAVA content is enabled for browser by checking the box. The security level for the application to be kept 'High'.



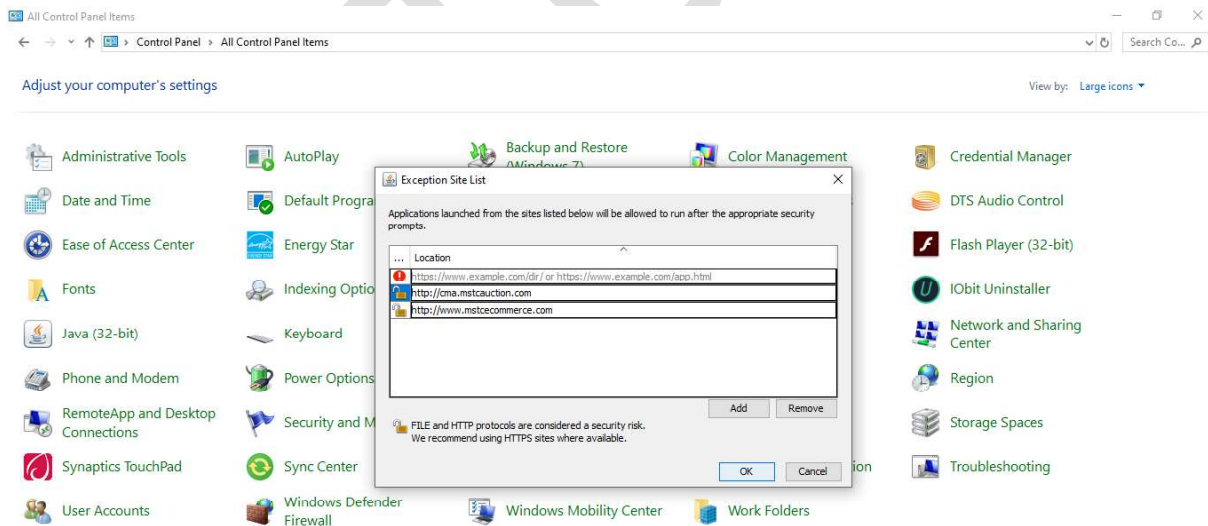
Add the website <https://www.mstcecommerce.com> by clicking on 'Add' and enter the URL in the location box.



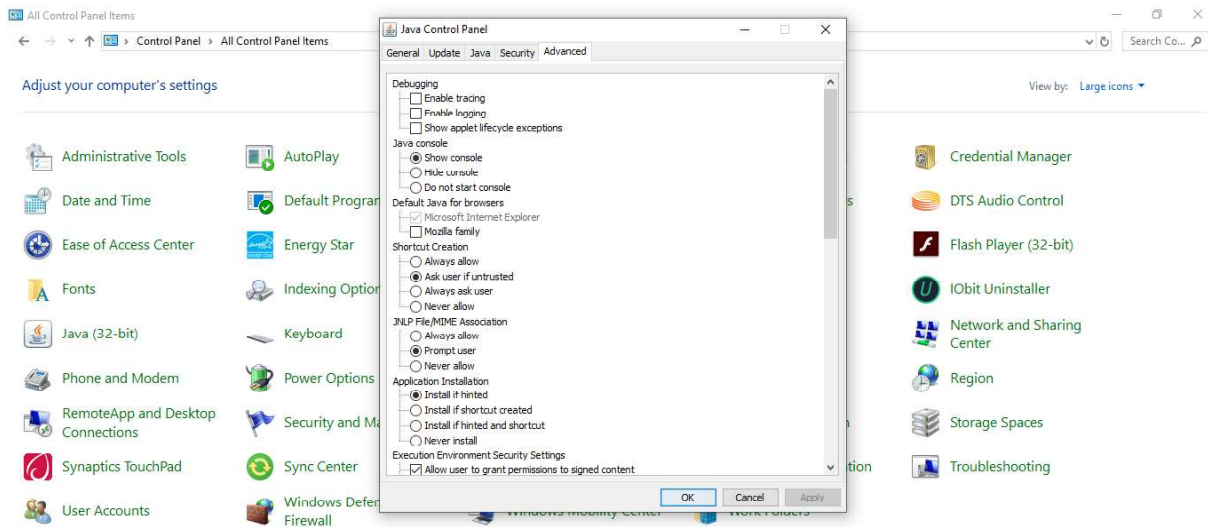
Click on 'Continue'.



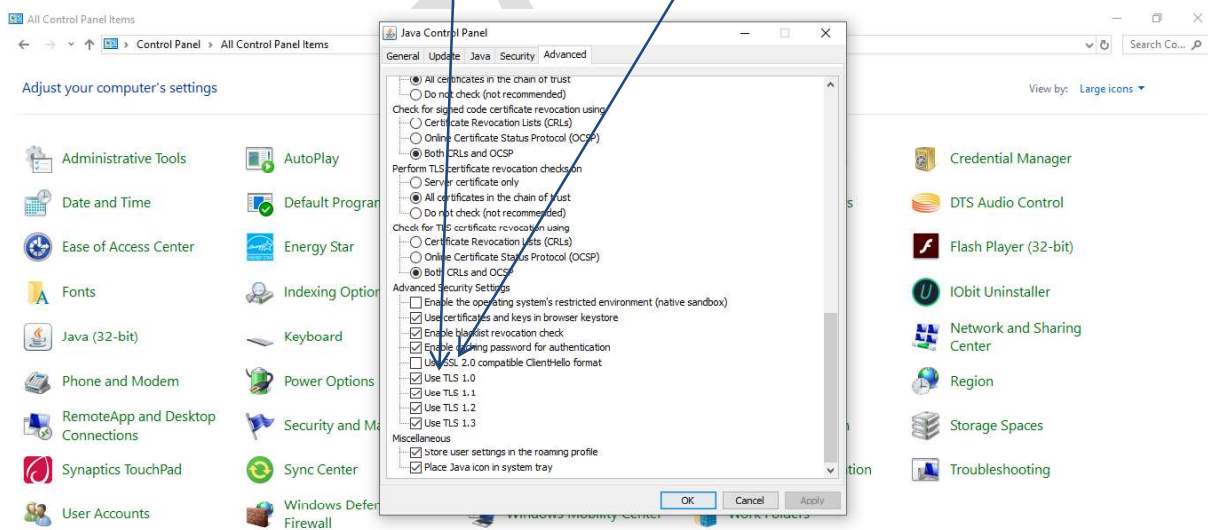
Once the URL is added, please close the box.



Go to the tab 'Advanced' and JAVA Console as 'Show Console'.



Enable the check boxes for all TLS and uncheck the SSL 2.0.



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