



नेशनल टेक्सटाइल कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

National Textile Corporation Limited

(A Government of India Undertaking)

<https://ntcltd.org>

TENDER DOCUMENTS

FOR

E-Tendering System

FOR

NTC OFFICES & MILLS SPREAD ALL OVER INDIA

Tender No.

Dated:

DATE OF TENDER NOTIFICATION	17.07.2019
DATE OF PREBID MEETING	24.07.2019 AT 11:00 AM
LAST DATE OF TENDER SUBMISSION	08.08.2019 UP TO 02:00 PM
DATE OF TENDER OPENING (TECHNICAL BID ONLY)	08.08.2019 AT 03:00 PM

**SCOPE Complex, Core IV, (6th Floor), 7, Lodhi Road,
NEW DELHI-110003**

	<p style="text-align: center;">NATIONAL TEXTILE CORPORATION LIMITED NEW DELHI</p>
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**INVITING TENDER FOR PROVIDING SERVICES TO CONDUCT
E-TENDERING (E-PROCUREMENT/ E-AUCTIONING / E-REVERSE AUCTIONING)
FOR THE NTC OFFICES & MILLS ON VENDOR PAYEE MODEL**

Sealed quotations are invited **on Vendor Payee Model**, under **Two-Bid System** from reputed Central PSEs- service providers to provide E-Tendering System (E-Procurement/E-Auction/E-Reverse Auction) in NTC office & its mills spread all over India.

Detailed tender document can be downloaded from the NTC website - <https://ntcltd.org> and Central Public Procurement Portal, GOI (CPPP) - <https://eprocure.gov.in/cpp>

Sealed cover containing (i) **Technical Bid** & (ii) **Financial Bid**, sealed in two separate envelops and further **enclosed in a single envelop** super subscribing “**TENDER FOR E-TENDERING SYSTEM FOR NTC OFFICES AND MILLS SPREAD ALL OVER INDIA**” should be submitted on or before 08.08.2019 by 2.00 P.M. along with **Earnest Money Deposit (EMD)**. The Technical Bids will be opened on the same day at 3.00 P.M. and Financial Bids of technically qualified bidders will be opened later.

1. SCOPE OF WORK -

- a) Customization, Implementation & Installation of E-Tendering/ E-Procurement system as per requirement of NTC.
- b) Any server, system software, application software, security of the software etc. is to be provided by the bidder free of cost. OR Bidder firm may extend their services by maintaining above said IT infrastructures at their end and provide the secure access through suitable medium.
- c) The Bidder firm has to ensure the backup of the all the Tender documents, transactional logs to be maintained securely and provide the backup to NTC/units on monthly/Quarterly/yearly/tender wise as required by NTC in desired format.
- d) E-procurement / E-tendering system should be Compliant for STQC (Standardisation Testing Quality Certification) as per guidelines issued by MoF, DoE with DIT & CVC guidelines and IT Act, 2000, for quality requirements of e-procurement system published on the e-governance standards portal <http://egovstandards.gov.in>, IT Act and NTC procurement manual, etc.
- e) E-Procurement / E-Tendering system should be compatible with most commonly used browsers like Chrome, Internet explorer and Mozilla.

f) Imparting unit /office wise training to the employees of NTC and vendors and also provide On –Site support as and when required to perform following jobs:

- I. Hosting Notice Inviting Tender & Uploading the tender document
- II. Online registration of Vendors
- III. Online Tender management (Submission, Opening)
- IV. Generation of comparative statement for technical and financial bids
- V. Short listing of L1/H1 bidder
- VI. Assisting NTC Officials/bidders in procuring Digital Certificates from authorized Certifying Authority

g) The running of NTC tender activity such as preparation of tender document, scrutiny, uploading, opening evaluation, etc. activities would be managed by NTC procurement officials. However, bidder shall facilitate in using the system effectively from hosting the tender notification on the portal till the opening of financial bid with the generation of comparison statement.

2. TURNKEY APPROACH - The bidder is one in which the service vendor delivers eTender Portal software - web hosted to access through web, installs,. Implements, passes an acceptance test of Portal software by NTCL, training to all users - Nit internal and external (vendor's), system documentation and do maintain the portal during the contract period including software, hardware. Data Centre, network connectivity through himself. Involving, the third-party sub contract vendor/team in the above process by the successful bidder will be subject to prior approval of NTCL.

3. PROJECT IMPLEMENTATION PLAN - A detailed time plan for this project shall be submitted by the bidder within 7 working days from the date of award of contract that includes Setting up hardware, Software, database, network infrastructure in the data centre, eTender Portal configurations, detailed walk through of the portal to NTC officials, User Acceptance Testing, Closing of Software NRICR - if any trial runs with live tender, user training (portal administrator and end user), Go Live Plan and Post Live maintenance. SUJ port Period. The contract period starts from date of Go Live.

The broader time frame includes 30 working days at Vendor's end to implement the system across NTC and 30 working days to Vendor for training of employees and prospective bidders.

4. E-TENDERING/E-PROCUREMENT SOFTWARE PORTAL -

- a) Shall be a web-based system capable of working on-line.
- b) Shall be compatible to any Operating Systems and should support all browsers at user end. There shall not be any browser, OS or any other dependency, to use this portal by the end users and vendors.
- c) Portal access through end user mobile browser shall also be preferred.
- d) Portal Response times for the bid transaction entries should be optimal.
- e) Portal includes built-in data backup features,. and data recovery on need by NTC.
- f) Role based access should be possible - (Vendor Role, NTC User Levels Roles).
- g) Shall comply with Official Language implementation requirements - User needs to have the choice of transacting in English (primary) and Hindi (optional)
- h) Shall track and capture the end user transaction audit logs (IP address, Login ID, Date & Time Stamps etc) in a detailed way, so as to facilitate to probe issues, enquires reported time to time by NTC.
- i) Shall be able to generate detailed user transaction audit trials by NTC from the portal required on demand case to case basis.
- j) Bidder shall notify NTC any software upgrades (new features and functionalities) well in advance which include down time, impact analysis etc

5. PORTAL MAINTENANCE - Maintenance service of the portal is under the bidder's scope. Bidder has to provide the maintenance service of the software during the contracted period at no additional cost. NTC will not pay any maintenance cost during the contract period. In case of any malfunctioning of the portal, bidder should provide its maintenance services without any delay and resolve the issue within one working day. In case problem persists beyond one working day, all efforts should be made to bring the portal in working condition at the earliest on priority basis. If the portal is not working the whole day thereafter, a penalty of Rs. 5,000/- per day shall be charged to the bidder for every day non performance after one day. However, this condition is subject to force majeure. Routine server maintenance/up gradation work shall be carried out once in a month on Saturday or Sunday with prior intimation to NTC.

6. IMPLEMENTATION OF THE E-TENDERING/E-PROCUREMENT SYSTEM - Bidder shall ensure that the system should get implemented in all the specified location within one month time from the date of award of contract.

7. PORTAL CUSTOMIZATION - E procurement portal provided by the bidder should be customized/ modified as per the NTC need to suit the tendering activities of NTC.

- 8. DATA SECURITY** - Bidder shall treat all the data and information collected from the client during the execution of the project in strict confidence. Any violation in secrecy clause will lead to cancellation of contract with immediate effect.
- 9. END USER SUPPORT FOR PORTAL** – It shall be on 24/7 basis and Bidder needs to ensure the uptime of Portal 99.99%. Support mode can be remote telephone / chat-bot etc, Bidder shall be submitting detailed End User Support Methodology or SOP in their response, Online help and User Manuals are to be made available for the end user in the portal itself.
- 10. TRAINING FACILITY** – Bidder should provide the training and hand holding to all the designated officials of mills/offices. Training hall/ audio-visual facility will be provided by NTC, if required. Bidder should also provide soft copy and hard copy of user manual & vendor manual to NTC and same should also be uploaded on the portal. NTC will not pay any additional amount for providing the training facility.
- 11. ESCALATION MATRIX** - The bidder response should clearly state the escalation matrix - during contract signing phase, product delivery phase, application implementation phase and post live support phase during the contract period.
- 12. SERVICE LEVEL AGREEMENT (SLA)** – It will have to be agreed and signed by the bidder within 7 working days from the date of award of contract. The SLA Parameters will be as per NTC Policy and procedures with reference to software industry standards.
- 13. DATA CONFIDENTIALITY and NON-DISCLOSURE AGREEMENT (NDA)** – It will have to be agreed and signed by the bidder within 7 working days from the date of award of contract. The NDA clauses will be as per NTCL IT Policy and procedures with reference to software industry standards.
- 14. DATA CENTRE (DC)/CLOUD** - Portal Servers, if any, will have to be hosted and maintained in secured environment in data centre/cloud which shall comply with ISMS ISO 27001 - Information Security Management System Standards and L3/L4 Data Centre Standards. This will be the Primary DC and shall have valid ISMS certifications. NTCL Officials shall be allowed to visit the DC for any IT Internal audit purposes - if required and on demand. Bidders shall furnish the detailed information about their Primary DC in their reply.
- 15. DISASTER RECOVERY SITE** - Bidders shall also furnish the detailed information about the Disaster Recovery Site for their Primary Data Centre, where E-Tendering System servers are hosted. If required a DR Mock drill will have to be performed during the contract period as per NTC IT Policy and as per Audit guidelines.

16.FINANCIAL IMPACTS TO NTC - The proposed model is Vendor Payee Model and there may not be any cost for this services end to end.

17.CONTRACT PERIOD - It may be considered that, in general for any software system implementation across pan India organization, it takes more time to get the new system stable and issue/error free, there will be settling time to fix the start-up issues and make the end users comfort enough to use the portal. Three years in-principle contract period, but the successful bidder will have to renew the contract with NTCL every year after passing through periodical SLA performance review by NTCL.

18. OUTSOURCED SERVICES – In case of bidder not having their own Infrastructure, E-Tendering system and providing services to their associated partner/company then bidder shall inform to NTC in writing in reply document about the agreement between Bidder and Partnering Company along with signed copy of agreements, SLA and Data confidentiality documents.

19. PRE-QUALIFICATION CRITERIA -

The parties who qualify the following qualifications criteria will be considered for technical evaluation of technical bid.

Sl. No.	Technical Bid Pre-Qualification Criteria	Documents required
01	Bidder should be a company registered under the Companies Act	Attach Certificate of Incorporation
02	Bidder should be in the business of E-Tendering/E-Procurement solutions since at least last 3 years.	Attach Relevant Certificate.
03	The bidder should not have been debarred or blacklisted by any Central / State Government or any State Government Department(s).	Self Declaration as per Annexure-2
04	E-Procurement portal must have valid STQC certificate	A copy of valid STQC certificate

Note: -

1. Bidders not meeting any one of above mentioned four criteria (Sr. No. 01 to 04) will not be eligible for evaluation of technical bid.

20. TECHNICAL BID EVALUATION CRITERIA SCORING TABLE -

Sl. No.	Technical Scoring Criteria	Attachments	Total Marks	Marks Obtained
1	No. of Central CPSEs/Central Government organisations to which E-Tendering system implemented.	Copies of Work Orders.	10	
	a) Less than 3 (0 marks)			
	b) 3-5 (3 marks)			
	c) 6-10 (6 marks)			
	d) More than 10 (10 marks)			
2	Annual Turn Over from E-Tendering business only for last 2 FYs i.e. (2017-18 and 2018-19)	Audited balance sheets for 2017-18 and CA certified for 2018-19 in case of no audited balance sheet for FY 2018-19	5	
	a) Less than Rs. 1 Crore (0 marks)			
	b) Rs. 1-3 Crores (2 marks)			
	c) Rs. 3-5 Crores (3 marks)			
	d) More than Rs. 5 Crores (5 marks)			
3	No. of tenders of more than Rs. 1 Crore done for PSEs during the last two years.	Copies of Work Orders	5	
	a) Less than 5 tenders (0 marks)			
	b) 6-10 tenders (3 marks)			
	c) More than 10 tenders (5 marks)			
4	E-Tendering Software version update since.	Valid Certificate/Document	5	
	a) More than 5 years (0 marks)			
	b) 3-5 years (2 marks)			

	c) 0-3 years (5 marks)			
5	Presence of Main/Branch/Support Offices at Delhi/NCR, Mumbai and Chennai/Coimbatore. a) Only one location (2 marks) b) Two locations (5 marks) c) All three locations (10 marks)	Valid Certificate/Document	10	
6	Experience in number of years in providing E-Tendering services to Central PSEs/Government offices. a) Less than 3 years (0 mark) b) 3-5 years (3marks) c) More than 5 years (5 marks)	Valid Certificate/Document	5	
7	Availability of Disaster Recovery Site for primary site where E-Tendering system is hosted a) If No (0 marks) b) If Yes (10 marks) a) Before FY 2017-18 (0 marks) b) During last 2 FYs i.e. 2017-18 and 2018-19 (5 marks)	Valid Certificate/Document	10	

Note: -

1. The minimum qualifying score is 25 marks out of 50 marks, the bidders who will achieve minimum score will be called for Presentation i.e. for next round/level of Technical Evaluation.

21. PRESENTATION/DEMO OF PROPOSED E-TENDERING SYSTEM -

Sl. No.	System Presentation Scoring Criteria	Total Marks	Marks Obtained
1	E-Tendering System Presentation/Demo, References of live E-Tendering system for bidder's clients may also be view at the time of presentation as per NTC requirement.	20	

22. FINANCIAL BID FORMAT –

Sl. No.	Description	Estimated Events per year (A)	Amount (in Rs.) (B)
1	Charges for setting up of dedicated website, other software/ hardware support, digital signature certificate cost for NTC officials and annual portal charges.		NIL
2.	Charges for training & onsite technical support		NIL
3	(i) For training of officials of NTC		NIL
4	(ii) For deputation of support executive for providing onsite technical support during pre-tender / tendering stage.		NIL
5.	Annual registration fee from each supplier/bidder participating in NTC 's E- tender		NIL
6.	Training charges for supplier/bidder organization		NIL
7.	Portal / Transaction charges (to be paid by bidder) per tender/ Auction		
A	For E-tendering	Estimated Average No. of Tenders per year in NTC.	(Charges Per Tender in Rs.)
	(i) Estimated tender value 2.5 Lac up to Rs 10 lac	90	
	(ii) Estimated tender value from more than Rs 10 lac to Rs 20 lac.	20	
	(iii) Estimated tender value from more than Rs 20 lac to Rs 50 lac.	10	
	(iv) Estimated tender value from more than Rs 50 lac to Rs 1 cr.	10	
	(v) Estimated tender value from more than Rs 1 cr.	5	
B	For E- Auction	Estimated Average No. of Auction per year in NTC.	(Charges Per E-Auction in Rs.)
	(i) Estimated tender value 2.5 Lac up to Rs 10 lac	100	
	(ii) Estimated tender value from more than Rs 10 lac to Rs 20 lac.	5	
	(iii) Estimated tender value from more than Rs 20 lac to Rs 50 lac.	5	
	(iv) Estimated tender value from more than Rs 50 lac to Rs 1 cr	6	
	(v) Estimated tender value from more than Rs 1 cr	Nil	
C	For E- Reverse Auction	Estimated Average No. of Reverse Auction per year in NTC.	(Charges Per E-Reverse Auction in Rs.)
	(i) Estimated tender value 2.5 Lac up to Rs 10 lac	Nil	
	(ii) Estimated tender value from more than Rs 10 lac to Rs 20	Nil	

	lac.		
	(iii) Estimated tender value from more than Rs 20 lac to Rs 50 lac.	5	
	(iv) Estimated tender value from more than Rs 50 lac to Rs 1 cr	10	
	(v) Estimated tender value from more than Rs 1 cr	80	
8	GST extra, if any.		

Note: The Financial score of the bidder (F) for point no. 22 will be worked out on the basis of category wise quotes received (B) x Number of estimated tenders in that category (A) in all the categories taken together. However, as the estimation of number of tenders is based on previous year's tenders and so the number of future tenders may vary depending upon the need of organization.

23. EVALUATION PROCESS -

Technical Bid Evaluation:

Normalization of Technical Score.

The formula for determining the technical score is: $TS = 50 \times T/T_m$.

Where TS is the normalized technical score, T_m the highest technical score achieved and T is the technical score of the respective proposal of bidder under consideration as determined through the table as given in point 20.

Presentation Evaluation:

The formula for determining the Presentation scoring is: $PS = 20 \times P/P_m$.

Where PS is the normalized presentation score, P_m the highest Presentation score achieved and P is the Presentation score of the respective proposal of bidder under consideration as determined through the table as given in point 21.

Financial Bid Evaluation:

The formula for determining the financial scoring is: $FS = 30 \times F_m/F$.

Where FS is the normalized financial score, F_m the lowest quoted total price in INR, and F is the total price in INR of the respective proposal of bidder under consideration.

Overall Technical Bid/Presentation & Financial Bid Evaluation:

Final score of bidder shall be evaluated based on the following formula:

$$OS = TS + PS + FS$$

Where:

OS = Overall Final Score of the bidder
TS = Normalized Technical Score of the bidder
PS = Presentation Score of the bidder
FS = Financial Score of the bidder

The bidder scoring the highest points/marks (H-1) based on the above principles would be considered for the contract for E-Tendering. In case of tie, the bidder scoring higher score/marks in the Technical/Presentation Evaluation will be considered as preferred bidder.

24. GENERAL TERMS & CONDITION FOR THE TENDER ARE AS UNDER -

24.1 COST OF TENDER DOCUMENTS -

- a. Tender document is free of cost.
- b. Bidder has to download the tender document from NTC Ltd. website i.e. <https://www.ntcltd.org> and CPP Portal <https://eprocure.gov.in/cppp/> from 17.07.2019 to 08.08.2019 up to 02.00 PM.

24.2 EARNEST MONEY DEPOSIT -

- a. The prospective bidder who wishes to participate in tender will have to submit earnest money deposit of Rs. 50,000/- (Fifty Thousand) by Demand draft from any nationalized schedule commercial bank (excluding co-operative / rural bank) notified by RBI.
- b. Demand draft is to be drawn in favour of “**National Textile Corporation Limited**”, payable at New Delhi.
- c. Parties (except MSEs) whose earlier EMD is lying with NTC, have to deposit a fresh EMD **along with bidding documents, and can take refund of earlier EMD if any from NTC office, as per tender terms.**
- d. The tender received without earnest money deposit shall not be accepted and earnest money deposit amount shall carry no interest.
- e. EMD in the form of DD should be placed in the envelope/cover containing Technical bid.
- f. The earnest money of unsuccessful bidders will be refunded within a period of 30 days by at "Par Cheque" from the date of award of contract. For successful bidder, EMD will be converted into security deposit and the same will be refunded within a period of 30 days after the expiry of the contract period.
- g. As per Gazette of India notification of the year 2012, MSEs Party registered under MSME Act is exempted for the EMD deposit. In this case they have to submit self attested copy of Certificates issued by concerned Authorities.

24.3 SUBMISSION OF TENDER -

- a. Prospective bidders should submit their offers in two separate duly sealed envelopes marked as “Technical bid and Financial bid”.
- b. Technical bid envelope should contain all the documents required to meet qualification criteria, tender documents with all the pages signed & stamped

by the bidder and demand draft for EMD. After placing all the documents, it should be sealed and marked as - "Technical bid for TENDER FOR E-TENDERING SYSTEM FOR NTC OFFICES AND MILLS SPREAD ALL OVER INDIA".

- c. Financial bid envelope should contain the quote in the format given in the tender. After placing the quote, it should be sealed and marked as – "Financial Bid for E-Procurement Services"
- d. Both the envelope containing Technical and Financial bid should be placed in an outer envelope and outer envelope should be marked as – "Tender for E-Procurement Services".
- e. Bid completed in all respect should be reached to the NTC-HO, New Delhi office **on or before 08.08.2019 up to 2:00 PM** and dropped in the Tender Box kept at Reception by the date of Submission of Technical & Financial Bids at following address:

To,

Dy. General Manager (IT), HO/SRO

NATIONAL TEXTILE CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)

CORE-IV, SCOPE COMPLEX, 7,

LODHI ROAD, NEW DELHI-110003

E-mail: rajesh.k@ntcltd.org

- f. If the envelopes are not sealed and marked as stated above, NTC Ltd takes no responsibility for the misplacement or pre-mature opening of the contents.
- g. Bids submitted by fax telegram, email shall not be entertained and shall be rejected.

24.4 DELAYED TENDERS -

Bids received after the specified time and due date as mentioned in the tender documents shall not be eligible for consideration and shall be summarily rejected.

24.5 REJECTION OF THE TENDER -

- a. NTC reserves the right to accept or reject all or any of the tender without assigning any reason whatsoever. It is not obligatory for NTC to give any reason for their decisions.
- b. NTC 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 also reserve the right to re-tender without assigning any reason whatsoever.

24.6 TENDER OPENING -

- c. The technical bid will be opened at NTC office, New Delhi **on 08.08.2019 at 03:00 PM by the Tender Opening Committee of NTC in the presence of the** prospective bidders or their authorized representative who wish to be present.
- d. The Financial bid will be opened later and date & time will be intimated to the technically qualified bidder through email/phone before opening.
- e. In the event of tender receipt and opening date as stated above falling on a holiday, the time of receipt and opening shall be same on the next working days.

24.7 PRE-BID MEETING -

- a. A pre-bid meeting with prospective bidders along with NTC representatives shall be held at NTC, New Delhi office **on 24.07.2019 at 11:00 AM**. The prospective bidders are requested to present themselves for any clarification on technical as well as commercial matter of this project. The suggestions received and found reasonable and acceptable shall be incorporated as corrigendum and same shall be uploaded in NTC website and E procurement portal. NTC is not bound to accept any or all suggestions so given in pre-bid meeting. Any suggestions forwarded after the pre-bid meeting shall not be entertained at all by NTC.
- b. **CORRIGENDUM/AMENDMENTS IN TENDER DOCUMENT - Amendments, if any, in tender document shall be uploaded on NTC website <https://ntcltd.org> and Central Public Procurement Portal (CPPP) – <https://eprocure.gov.in/cppp>**

24.8 CONTACT DETAILS -

The prospective bidders are requested to contact the following official of NTC for any clarifications / information regarding the tender documents:-

**Deputy General Manager (IT) – HO/SRO
N.T.C. Ltd, Southern Regional Office,
NTC House, 35-B, Somasundaram Mills Road,
Coimbatore, Tamilnadu - 641009
Email: rajesh.k@ntcltd.org Ph.: 0422 2231665-69**

24.9 SECURITY DEPOSIT -

The earnest money deposit of successful bidder shall be converted into security deposit amount.

In case of MSE bidders bear EMD is not applicable, they have to deposit the security amount of Rs. 50,000/- if the contract is awarded to them.

The above security deposit amount shall be released without any interest within 30 days from the expiry of contract period. In the event of any breach in service

contract during the contracted period by the bidder, their Security deposit shall be forfeited.

24.10 PAYMENT TERMS -

The service contract will be awarded on **Vendor Payee Model. NTC will not pay any amount whatsoever to the service provider.** However, Service Provider will charge, as per the contracted rate, the participation fee from the vendors who wish to participate in a given tender/ Auction/Reverse auction.

24.11 BID VALIDITY -

Bids shall remain valid for a period of 120 days from the tender closing date.

24.12 Portal should be fully complied with the latest CVC, GFR-2017, STQC e-Procurement and IT Act-2000 guidelines.

24.13 There shall be a provision for Smart payment facility through Credit card, Debit Card, NEFT/RTGS and Net Banking of more than 10 banks for the EMD payment. NTC and Bidder will not pay any extra charge for using Smart Payment facility.

24.14 NTC will not pay any charge for Customization, Implementation, Installation and Training to NTC officials/bidders. Service support should be provided at all the locations of NTC mills and offices without any additional cost.

24.15 Portal should be common for all the mills and offices.

24.16 Service Provider should host and deploy the entire e-Tendering service on behalf of NTC, enable the user in NTC and its vendors/contractors for the use of e-Tender Wizard and provide the service, maintenance & updation during service period.

24.17 The Management reserves the right to accept or reject any quotation in full or a part of it without assigning any reason whatsoever. In case of any doubt/ clarification, the decision of NTC management will be final.

24.18 FORCE MAJEURE -

NTC 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 NTC management. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

24.19 DISPUTE RESOLUTION -

If any dispute(s) arises between parties, then these would be resolved in following ways:.

a. AMICABLE SETTLEMENT -

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt, If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second sub-clause of 'Dispute Resolution' shall become applicable.

b. ARBITRATION -

In case dispute arising between the NTC and the Service Provider, which cannot be settled amicably, the said dispute shall be referred to arbitration. Such disputes shall be referred to the CMD of NTC, who shall appoint an arbitrator for deciding the dispute(s). The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at New Delhi. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reason for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

24.20 JURISDICTION -

All disputes are subject to jurisdiction of Courts located at New Delhi..

24.21 INTEGRITY PACT -

- a. NTC entered into an Integrity Pact MOU with Transparency International India (TII). The bidders have to submit duly signed enclosed proforma of Integrity Pact.

Only those vendors, who commit themselves to integrity pact would be considered competent to participate in the bidding process.

- b.** The tendering process is being monitored by Independent External Monitor Shri Kalyan Chand, Retd. IRS (Contact No.: +91 9968095320) and Shri Ashok Kumar Tripathi, Retd. District Judge (Contact No.: +91 9911566668), at Corporate Office of NTC i.e. (5th floor, Core –IV Scope Complex, 7 Lodhi Road, New Delhi-110003). If any party is aggrieved they are free to approach the said IEMs in terms of Integrity Pact.

ACCEPTANCE OF THE BIDDER.

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/ Company -

Address -

Contact No. -

Email ID. -

Sign & seal -

UNDERTAKING OF AUTHENTICITY

I/We M/s _____ hereby undertake that if any information / declaration / scanned documents furnished in support of the eligibility criteria are found to be wrong or misleading at any stage, NTC is free to take any punitive action including cancelling of contract and debarring from the participation in the tender process.

Date:

Name of the Bidder:

Signature of the Bidder with Seal of the Firm / Company

NON-BANNING OR DELISTING CERTIFICATE

This is to certify that our Company has not been suspended, banned or de-listed by any of the Central/State Government Organization, Government agencies or Central/State PSE's.

Date:

Name of the Bidder:

Signature of the Bidder with Seal of the Firm / Company:

LIST OF ENCLOSURES

The bidder is required to enclose the following documents as part of his

Tender:-

1. GST registration certificate.
2. EMD if applicable
3. Documentary proof in support of eligibility criteria
4. Audited balance sheet of last two financial years (2017-18 and 2018-19). In case 2018-19 balance sheet is not Audited, 2018-19 CA certified balance sheet may be attached. Please ensure that balance sheet must contain profit/loss statement.
5. MSEs registration certificate, if applicable
6. Integrity pact with sign & seal
7. Full tender document with seal on all pages
8. Financial bid in separate financial bid cover
9. Annexure 1
10. Annexure 2

Please note that all the above mentioned documents except financial bid should be placed in the envelope containing technical bid. Financial quote should be placed separately in financial bid envelope. Both technical and financial bid envelope should be placed in a common envelope.

ADDRESS OF 23 MILLS AND OFFICES

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| 1 The General Manager,
Alagappa Textile Mills,
Alagappa Nagar,
<u>Trichur-680302 (Kerala)</u> | 7 The General Manager,
Cambodia Mills
Post Box No.3504, Ondipudur,
<u>Coimbatore-641016</u> |
| 2 The General Manager,
Coimbatore Murugan Mills,
Post Box No.7004,
Mettupalayam Road,
<u>Coimbatore-641043</u> | 8 The General Manager,
Arati Cotton Mills,
Dassnagar,
<u>Howrah-711105</u> |
| 3 The General Manager,
Podar Mills,
N.M. Joshi Marg,
<u>Mumbai-400011</u> | 9 The General Manager,
Tata Mills,
Dr. Ambedkar Road, Dadar,
<u>Mumbai-400014</u> |

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>4 The General Manager,
Kerala Lakshmi Mills, Pullazhi
<u>Thrissur-680012 (KERALA)</u></p> | <p>10 The General Manager,
Cannanore Spg & Wvg Mills
Mahe,
<u>Palloor-673310</u></p> |
| <p>5 The General Manager,
Barshi Textile Mills,
P.B.No.30, BARSHI-413 401
Distt.Sholapalur.(Maharashtra)</p> | <p>11 The General Manager
Burhanpur Tapti Mills, Lal Bagh
<u>Burhanpur-450331 (MP)</u></p> |
| <p>6 The General Manager,
Vijayamohini Mills,
THIRUMALA POST
<u>Thiruvananthapuram-695006</u>
<u>(Kerala)</u></p> | <p>12 The General Manager,
Pioneer Spinners,
Kamudakudi Post,
Ramanathapuram Distt.
<u>Paramakudi-623719.</u></p> |
| <p>13 The General Manager,
Cannanore Spg & Wvg Mills
KAKKAD
<u>Cannanore-670005 (Kerala)</u></p> | <p>19 The General Manager,
Kaleeswarar Mills 'B' Unit,
Post Box No.1,
<u>Kalayarkoil-623551</u>
<u>SIVAGANGA DISTRICT</u></p> |
| <p>14 The General Manager,

Pankaja Mills,

Post Box NO.7109,
5 / 13, Pankaja Mills Road,
<u>Coimbatore-641045</u></p> | <p>20 The General Manager,
Sri Rangavilas Gng S & W
Mills,
Post Box No.1604, Avanashi
Road,
Peelamedu Post,
<u>Coimbatore-641004.</u></p> |
| <p>15 The General Manager,
India United Mills No.5,
A.G. Pawar Lane, Byculla,
<u>Mumbai-400027</u></p> | <p>21 The General Manager,
Tirupathi Cotton Mills,
Renigunta,
<u>Tirupathi-517520</u></p> |
| <p>16 The General Manager,
New Bhopal Textile Mills

Chandbad, Near Railway Station,
<u>Bhopal-462010 (MP)</u></p> | <p>22 The General Manager,
Coimbatore Spg. & Wvg. Mills,
P.B. No.- 24, Krishnaswamy
Road,
<u>Coimbatore-641001</u></p> |

17	The General Manager New Minerva Mills Hanumanthapura Post <u>Hassan-573128</u> <u>(KARNATAKA)</u>	23	The General Manager Finaly Mills Amravati Road Achalpur <u>Distt. Amravati-444805</u> <u>(MAHARASHTRA)</u>
18	The General Manager Rajnagar Mills Outside Idgah Gate <u>Ahmedabad (GUJRAT)</u>	24	Head Office Scope Complex, Core – IV, 7, Lodhi Road, New Delhi-110003
	26. Southern Region & RMD NTC House 35-B, Somasundaram Mills Road, Coimbatore 641009 (Tamil Nadu).	25.	Divisional Office, Delhi Shri Ram Nagar Shahdara Delhi
	27. Western Region & RMD NTC House, 15, N. M. Marg, Ballard Estate, Mumbai - 400001		

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 forThe 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, NTC.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and

unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. 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. A person signing IP shall not approach the courts while representing the matters to the 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) _____

GUIDELEINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

Annexure A

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and limited Tender. An agent who is not registered with NTC 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 NTC.
- 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 NTC 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 NTC 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 NTC. Beside this there would be a penalty of banning business dealing with NTC or damage or payment of a named sum.

• **Introduction**

- 1.1. National Textile Corporation Limited (NTC) 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 NTC 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 NTC generally provide that NTC 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 Mills whether operational or closed/ showrooms/ RMDs/ Regional Offices/Sub Offices/Liaison Office of NTC.
- 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 Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

III. “Competent Authority” and ‘Appellate Authority’ shall mean the following:

a) For NTC 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 Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

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 NTC 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 the irregularities 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 NTC 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 NTC 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 NTC 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.
- 6.4 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 NTC or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC'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).

7. Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency shall normally apply throughout NTC. 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 NTC.
- 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 defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of NTC, 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 Unitwise 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 NTC 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 NTC 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 NTC 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 NTC or its official for acceptance / performances of the job under the contract:
 - vi) If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC'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 NTC is a seller, the term Purchaser shall be deemed to have been replaced by 'Seller' and vice versa.
