

ANNEXURE- 1

Tender Ref.: NTC/CSW-MAHE/CANTEEN/2019-04/B-01 Dt: 20.02.2019



**Cannanore Spinning and Weaving Mills
A Unit of National Textiles Corporation Limited
(A Government of India Undertaking)
Palloor, Mahe 673310
Phone No. 0490- 2332202 Fax No. 0490- 2332404
Web Site :www.ntcltd.org E.Mail ID: cswmtenders.ntcsro@ntcltd.org**

Tender Document

for

**Tender for Canteen Services for
Cannanore Spinning and Weaving Mills, Palloor, Mahe**

Encl:-

1. EMD & Tender document cost (Envelop A)
2. Annexure – Tender document (Envelop B)

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**Tender for Canteen Services for
Cannanore Spinning and Weaving Mills, Palloor, Mahe**

Last date for submission of Tender: 21.03.2019 up to 3.00 PM

Date for Opening of Tender Document: 21.03.2019 at 4.00 PM

(Tenderers are advised to submit by way of soft copy of their price bids only on E-Box through our email ID: cswmtenders.ntcsro@ntcltd.org on 21.03.2019 up to 3.00 P.M.)

CANNANORE SPINNING AND WEAVING MILLS, PALLOOR, MAHE

Terms and conditions for providing Canteen services on contract basis.

Tender Notice

Cannanore Spinning and Weaving Mills, Palloor, Mahe invites sealed tenders under two bids cover system from reputed and experienced in providing canteen services.

1. ELIGIBILITY CRITERIA FOR TENDERING.

- 1) Contractor holding license and having minimum 4 years experience in providing canteen services at industrial units.
- 2) Registration of P.F, ESI and GST is mandatory;
- 3) Mill employees are not allowed to participate in the Tender;
- 4) Certificates relating to **FSSAI** Food Safety & Standards Authority of India and certificate/license to run contract work in Puducherry State;

2. Scope of work.

To prepare food items in taste for breakfast Tea, Coffee, Meals, Snacks etc. as per menu prepared and given from time to time and serve to the employees at the specified timings in 3 shifts. The maximum strength to be served approximately 550 persons per day.

CORRIGENDUM / AMENDMENTS IN TENDER DOCUMENT

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

3. EARNEST MONEY DEPOSIT (EMD)

The prospective bidder has to submit EMD of **Rs.25000/-**.

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

Demand Draft/ Pay Order are to be drawn in the Name of “**Cannanore Spinning and Weaving Mills**” payable at Mahe.

- The tender received without EMD shall be rejected out rightly.
- The earnest money deposit of unsuccessful bidder shall be refunded within one month by at par cheque on bidder's demand after completion of process.

EMD of successful bidder shall be converted into canteen security deposit and will be refunded after completion of contract successfully.

4. Concession/Exemptions for MSMEs Entrepreneur

As per the Gazette of India notification dated 23rd March,2012 the MSMEs registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, are exempt from payment of EMD and the tender cost and concessions therefore, the tenderer to specify whether they are Micro or Small Enterprises and if so whether they are owned by SC/ST Entrepreneurs supported by copies of Registration Certificate issued by the authorities concerned, so as to consider for granting the MSMEs necessary concession/exemptions as per Government Directives.

5. Implementation of Integrity pact in NTC:

Tenderers are requested to go through the implementation of Integrity pact in NTC which is attached as **Annexure-A**. This tender is hosted on our official website: www.ntcltd.org along with the copy of the Integrity pact, which may be downloaded and submitted duly signed with seal, along with the tender. “Only those vendors /bidders, who commit themselves to Integrity pact would be considered competent to participate in the bidding process. The name of the Independent External Monitors (IEM) is Transparency International India. (TII). This tendering process is being monitored by Independent External Monitor, Sh. Kalyan Chand, IRS (Retd.), at Corporation office of NTC i.e. (5th Floor, Core–IV Scope Complex, 7 Lodhi Road, New Delhi – 110003) M.No – 9968095320. If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact”.

b) FOR ANY CLARIFICATION.

The prospective bidders are requested to contact Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 for any clarifications / information regarding the tender documents.

SUBMISSION OF TENDER (*without Price Bid*)

The sealed Tender are to be deposited in the Tender Box kept in the office of Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 on or before 21.03.2019 up to 3.00 PM.

- The prospective bidders are requested to submit their complete offer in two separate sealed envelopes marked as A, B as follows.
- **Envelope ‘A’** should be marked “**EMD**” containing the Demand Draft of EMD of **Rs.25000/-** and cost of tender document of **Rs.500/-** in case of downloaded tender document.
- **Envelope ‘B’** should be marked “**Tender document**” containing all documents required to meet qualification criteria and tender document with all the pages signed and stamped by the bidder firm.
- Prospective tenders **need not submit hard copy of price bid along with the Tender documents on or before 21.03.2019** but only have to submit EMD and Tender documents. However the prospective tenderers should submit soft copy of their price bid by **21.03.2019** itself, at the time of submission of Tender documents only through our E.Mail Box on our E.Mail ID cswmtenders.ntcsro@ntcltd.org. As usual after evaluation of Tender documents, Price bids will be opened by the Committee in the presence of qualified tenderers who chose to be present. **Any price bid of Softcopy submitted by the prospective tenderers after the due**

date and time will not be accepted (i.e.) Price Bid submitted after 3.00 P.M. on 21.03.2019 will not be accepted and summarily rejected.

- All the two envelopes A, B should be placed in an outer envelope duly sealed. In all envelopes should contain the following information clearly.
- Tender document No., Scope of work & due date.
- Name & address of the bidder on left corner in all envelopes

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

Tender Document submitted by fax telegram, fax shall not be entertained and shall be rejected.

7. LATE TENDERS

Tenders received by the Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 after the due date & time as specified in tender documents shall not be eligible for consideration.

8. REJECTION OF THE TENDER

a) Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 reserves the right to accept or reject all or any of the tender without assigning any reason what so ever. It is not obligatory to give any reason for their decisions.

b) Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 reserves 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. Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 also reserves the right to retender without assigning any reasons what so ever.

TENDER OPENING.

- The envelop A and B shall be opened on 21.03.2019 at 4.00 PM before the prospective bidders or their authorized representative who wish to be present and tender opening committee of Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310.
- The Financial Bid / Commercial Bid of those bidders who have been found qualified in Tender document as per the document submitted for claiming eligibility criteria will be communicated by email / fax / telephone and informed the date and time of financial bid opening.
- Management has the rights to postpone the opening date of Tender document and financial bid on account of any reason in that case the next date and time of opening of Tender document and financial bid shall be communicated to the qualified bidder's representative by email / fax / telephone.
- In the event of tender opening date as stated above falling on holiday the time of receipt and opening shall be same on the next working days.

10. SITE VISIT

The prospective bidders are requested to visit our said office for collecting all detail about scope of work.

11. PRICES

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

12. VALIDITY OF OFFER

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

13. SUPPLYING RATES

The offer of the successful bidder shall be valid for one year from the date of approval. The bidder shall not be entitled for any increase in the Price. The maximum strength to be served per day is approximately **550 persons**.

14. PAYMENT TERMS

30 days credit from the date of receipt of the bills.

15. CANTEEN DEPOSIT:

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

16. RESOLUTION OF DISPUTES

The Terms & Condition of this tender document shall prevail in case of any dispute arising out of this contract and any dispute directly or indirectly connected with this contract will be referred to sole arbitration of the Chairman & Managing Director of National Textile Corporation Ltd. New Delhi or any other officer appointed by the Chairman-cum-Managing Director of the corporation for this purpose. The decision of the said arbitrator shall be final, conclusive and binding upon all concerned.

17. JURISDICTION

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

TERMS AND CONDITIONS

The interested bidders are **requested to visit the office before submission of tender**. In their own interest and acquaint themselves with the office on any working day **between 9.00 am to 4 pm**

1. Tenders without requisite EMD will be rejected out rightly.
2. The Quotation is to be submitted only in the prescribed format.
3. The period of contract of under the scope of work shall be shall be valid for one year which may be extended by two years, one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310.

4. The contractor shall provide necessary uniforms at the contractor's costs, for the canteen workers posted for duty in the above said premises of the company
5. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The party shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 whatsoever it may be.
6. To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State/ Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 from time to time.
7. Responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by party for the purpose at premises of Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 or for any accident caused to them and Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 shall not be liable to bear any expense in this regard.
8. Successful tender shall deposit **Rs. 1,00,000.00 (One Lakhs Rupees)** as canteen security deposit.
9. The Canteen Security Deposit shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the party.
10. In case of any changes of constitution of the party, the rights of Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 should not suffer.
11. A senior level representative of the party shall visit mill at least once in a month and review the service performance of its personnel. During the visit, party's representative will also meet mill officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day to day functioning of the services shall be carried out in consultation with and under direction of Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310.
12. Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 may discontinue the services if urgency at any time without assigning any reason whatsoever.
13. The Agency shall not, in any way, discontinue / withdraw the services on their own during the contract period else Canteen Security Deposit will be forfeited.
14. Good standard of services shall be maintained as indicated.
15. Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.
16. **No request for making advance payment on any ground shall be entertained.**
17. Under no circumstances party is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
18. The Income tax as applicable shall be deducted from the bill unless exempted by the Income Tax Department;
19. During the course of the contract period, the party shall deposit service tax at prevailing rates as per GOI norms. Penalty: In case of non-compliance of the terms and condition of the contract the mill reserve the right to impose

penalty up-to maximum 10 % of the total annual value of the contract during the period of operation or forfeit the canteen deposit whichever is higher.

20. Termination; The contract may be terminated by Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310 giving two-month notice, in case the agency:
- a. Assigns or sub-contract of this service.
 - b. Violation/ contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instructions/agreement of suppression of facts. On termination of the contract, it shall be the responsibility of the party to discontinue the services.

ACCEPTANCE OF THE TENDER

We have read all the terms and condition of tender documents and we agree to abide by the same. We will follow 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.

1.	Name & Address of the bidder Organization/Agency with phone number, e-mail and name & telephone /mobile number of contract person.	
2.	Experience in the work of Canteen Service Particulars of experience (Attach certificates, testimonials)	
3.	Set-up of your Organization, clearly indicating details of manpower, available for performing this service.	
a.	Is the establishment registered with the Government; please give details with document/evidence.	
b.	Undertaking of the bidder conforming the availability of the adequate manpower with the requisite experience for deployment.	
4.	Please attach copy of last return of Income Tax	
5.	PAN No. (Please attach copy)	
6.	Goods & Service Tax Registration (Please attach copy)	
7.	Acceptance of terms & conditions attached. (Yes/No). Please sign each page of terms & conditions as token of acceptance and submit as part of tender document	
8	Please submit an undertaking that no case is pending with the police / Court against the part of tender document	
9	Details of EMD DD No., Amount, Date, Bank details Details of Tender document DD No., Amount, Date, Bank details	
10	ESIC, PF Register Number with copy of the aforementioned certificates.	

Declaration by the Bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.
(Company Seal and Signature)

Tender Document (Financial Bid)

for

Tender for Providing Canteen Services at Cannanore Spinning and Weaving Mills, Palloor, Mahe 673310.
ANNEXURE – 2
(PRICE BID)

This Price Bid should be submitted through e-mail by way of soft copy only. Hard copy of Price Bids will not be accepted.

From,

Date:- _____

Canteen

	One Month
Canteen Services	

Sign and stamp of Bidder

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-B1**.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings". Copy of the "Guidelines on Banning of Business Dealings" is annexed and marked as **Annexure-B2**.

Section 4- Compensation for Damages

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

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings.”

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

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

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

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

Section 8 – Independent External Monitor / Monitors

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

Witness 2 :

(Name & Address) _____

(Name & Address) _____

GUIDELEINES 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 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.

Guidelines on Banning Business Dealings

1. 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.

The procedure for banning of Business Dealings shall be governed as per NTC's "Guidelines on Banning Business Dealings" as enclosed separately. **(Annexure A2).**

Subject : **Adoption of Integrity Pact.**

As directed, Adoption of Integrity Pact in NTC, the following information is worth mentioning.

1. For the year 2013-14, it is expected that the turn-over of the Company would be around Rs.1222 crores.
2. Revenue expenditure relating to raw-material, packing material, sizing material and stores & spares would be around Rs.790 crores.
3. As per guidelines, 90-95% of the procurement cost needs to be covered under the said Pact i.e. to say around Rs.750 crores for 2013-14 needs to be covered as Revenue Expenditure.
4. Out of above said expenditure of Rs.790 crores, the raw material along with purchase of semi finished and finished goods comes out to be Rs.752 crores. Thus, the total raw material purchase can be covered under the above Pact.
5. As NTC is procuring raw material from 100 bales and the price range is between Rs.30,000- 40,000 per candy, a threshold limit of Rs.15 lacs per procurement/contract is fixed for raw material procurement.
6. Other type of procurement of Goods & Services, which the company makes is towards capital expenditure i.e. Plant & Machinery etc.. The Machinery value & such purchase varies from Rs.2 lacs to Rs.one crore. Thus, in case of such purchases, the threshold value per order as Rs.10 lacs.
7. For capital expenditure one of the major constituents is civil work. Looking to the nature of work, the threshold value of Rs.25 lacs may also be fixed for civil work.
8. One of the major segments of the company is the finished product procured by Retail Marketing Division as outsourcing measure. Looking to the minimum order of 200 pieces at a time we may fix the threshold value of Rs.10 lacs for Retail Mktg. Division.
9. Purchase Apart, each sale transaction with a value exceeding prescribed, with any party shall be brought within the scope of Integrity Pact and a specific clause in this regard would be inserted in sale contract itself that in case the transaction is exceeding the above value, the same would be covered under the purview of Integrity Pact. Threshold value for each domestic transaction is defined at Rs.10 lacs and for each export contract at 5 lacs.

10. Apart from the above, all cases of land deals, all vacation of leased properties or any other matter as deemed appropriate by CMD shall also be within the purview of the above Integrity Pact.
