

नेशनल टेक्सटाईल कार्पोरेशन लि०, नई दिल्ली  
इकाई: बुरहानपुर ताप्ती मिल्स,  
स्टेशन रोड, लालबाग,  
बुरहानपुर – 450331(म.प्र.)  
फोन नं. 07325-243074 मो. नं. 08234950549

## स्क्रेप मटेरियल्स विक्रय निविदा

निविदा क्रमांक :

निविदा फार्म लेने की अंतिम दिनांक व समय :- 15.11.2018 समय—दोपहर : 2.00 बजे

निविदा फार्म जमा करने की अंतिम दिनांक व समय:-15.11.2018 समय—दोपहर: 3.00 बजे

निविदा खोलने का दिनांक व समय :- 15.11.2018 समय— सायं : 4.00 बजे

पूर्ण रूपेण निविदा प्रपत्र के साथ निम्न लिखित दस्तावेज साथ में संलग्न करना अनिवार्य है ।

- (अ) निविदा प्रपत्र राशि रू. 500/- का ड्राफ्ट जो कि शेड्यूल कमर्शियल बैंक व्दारा “नेशनल टेक्सटाईल कार्पोरेशन लि० इकाई बुरहानपुर ताप्ती मिल्स, बुरहानपुर (म०प्र०)” के नाम से जमा कराना आवश्यक है। अन्यथा निविदा निरस्त मानी जावेगी।
- (ब) निविदा की शर्त व घोषणा पत्र हस्ताक्षर सहित के प्रस्तुत करना अनिवार्य है।

प्राधिकृत अधिकारी

मिल का नाम : बुरहानपुर ताप्ती मिल्स, बुरहानपुर (म0प्र0)

निविदा प्रपत्र मूल्य रू0 500.00

1. फर्म का नाम :
2. फर्म के मालिक/पार्टनर/डायरेक्टर के नाम व पते :
3. फर्म का पता :
4. फर्म का सेलटेक्स रजिस्ट्रेशन नंबर :
5. फर्म का GST नंबर :
6. फर्म का इन्कमटेक्स स्थायी खाता क्र0 :
7. फर्म का टेलीफोन नंबर : ऑफिस निवास
8. निविदा में भरे गये भावों का उल्लेख :
9. धरोहर राशि : रू0 15000/—
10. डिमांड ड्राफ्ट नंबर व तारीख :
11. बैंक का नाम एवं खाता क्रमांक :

मेरे द्वारा निविदा प्रपत्र के साथ संलग्न सभी निविदाशर्तों को पूरे ध्यान से अच्छी तरह पढ तथा समझ लिया है। एवं सभी शर्तें हमें मान्य है। मैं शर्तों के अनुसार पूरा माल समय पर उठाने हेतु बाध्य रहूंगा। मेरे द्वारा दी गई सभी जानकारी सत्य है और गलत पाये जाने पर मिल प्रबन्धन द्वारा मेरी निविदा निरस्त की जा सकती है एवं मेरी धरोहर राशि जब्त की जा सकती है। उपरोक्त सभी भाव बगैर सेल टेक्स के है।

हस्ताक्षर \_\_\_\_\_

पार्टी का नाम व पता \_\_\_\_\_

बुरहानपुर ताप्ती मिल्स, बुरहानपुर

धरोहर राशि रू0 15,000 / – मात्र

ड्यु डेट 15.11.2018

क्र0	आयटम	HSN Code	मात्रा (अनुमानित)	रेट	यूनिट
1	गठानों से निकली लोहे की पट्टीया		15 टन		
2	गठानों से निकली पीवीसी पट्टीया		8 टन		
3	M.S. + C.I. + G.I. = Mix Scrap		10 टन		
4	लाईट स्क्रैप – टीन के पतरे, टूटे-फूटे ड्रम, तार, जाली		05 टन		
5	मोटरोँ का जला कॉपर वायर		50 कि.ग्रा.		
6	पीवीसी सेप्रेटर + पीवीसी लोवर + पीवीसी ड्रम + मशीनों से निकले पीवीसी गीयर + सिम्पलेक्स की खराब बाँबिन + रिंगफ्रेम की खराब बाँबिन आदी मिक्स		2 टन		
7	कम्प्रेसर से निकला हुआ ऑइल (ऑइल ले जाने हेतु ड्रम की व्यवस्था निविदाकर्ता को करनी होगी  )		800 कि.ग्रा.		
8	स्क्रैप डॉफर सिलेंडर लिक्वरिन वायर		300 कि.ग्रा.		
9	मशीनों के निकले हुए लकड़ी के टूटे-फूटे खोके		1 टन		
10	मशीनों के निकले हुए पुष्ठे के टूटे-फूटे खोके		300 कि.ग्रा.		
11	अ) स्क्रैप बैटरी 12Volt 7AH (Make-Exide, Amron)		30 नग		
नोट	बैटरी का भाव नग इकाई मे ही स्वीकार किया जावेगा।				

निविदाकर्ता के हस्ताक्षर

नेशनल टेक्सटाईल कार्पोरेशन लि०, नई दिल्ली  
इकाई: बुरहानपुर ताप्ती मिल्स, बुरहानपुर (म०प्र०)  
(भारत सरकार का उपक्रम)

**नियम व शर्तें**

1. नेशनल टेक्सटाईल कार्पोरेशन लिमिटेड इकाई बुरहानपुर ताप्ती मिल्स. बुरहानपुर का यहां पर उल्लेख विक्रयकर्ता व सकल निविदाकर्ता जिसके पक्ष में निविदा का निर्णय व विक्रय अनुबंध किया गया है का उल्लेख खरीददार के रूप में किया गया है।
2. **निविदा प्रपत्र भरने की प्रक्रिया :-**
  - (अ) निविदा प्रपत्र हिन्दी भाषा में स्पष्ट रूप से साफ साफ लिखकर नियत दिनांक व समय में मिल में जमा करें।
  - (ब) निविदा प्रपत्र के प्रत्येक पृष्ठ पर निविदाकर्ता के हस्ताक्षर करना अनिवार्य है।
  - (स) सभी अपूर्ण व निविदाकर्ता द्वारा दर्शायी गई अमान्य शर्तों वाली निविदा निरस्त मानी जायेगी।
  - (द) त्रुटिपूर्ण व अस्पष्ट रूप से लिखे गये भाव निविदा में स्वीकार नहीं होंगे यदि किसी त्रुटि को सही करना हो तो दर्शाये गये अस्पष्ट भाव एक रेखा द्वारा काट कर गोला बनाकर नये भाव स्पष्ट रूप से लिखें। सही की गई त्रुटियों पर सत्यापन हेतु निविदाकर्ता अपने स्वयं के पूर्ण हस्ताक्षर करें। कोई भी निविदा उपरोक्तानुसार नहीं पाई जाने पर अमान्य करदी जावेगी।
  - (क) पार्टनरशिप फर्म के संबंध में सभी पार्टनर निविदा प्रपत्रों पर अपने हस्ताक्षर करेंगे व पार्टनरशिप रजिस्ट्रेशन सर्टिफिकेट निविदाकर्ता के मालिकाना व पार्टनरशिप फर्म की पुष्टि हेतु संलग्न करना होगा।
  - (ख) निविदाकर्ता को निविदा प्रपत्र पूर्ण रूप से स्पष्ट भरना होगा जैसे युनिट भाव बगैरह व ऐसा न पाये जाने पर निविदा निरस्त की जा सकती है।
  - (ग) निविदा प्रपत्र अहस्तान्तरित रहेंगे।
  - (घ) स्क्रेप मटेरियल के विक्रय के लिए अधिकतम भाव वाली निविदा को ही स्वीकार किया जायेगा व अधिकतम भाव वाले निविदाकर्ताओं से आवश्यकतानुसार निगोसियेशन करने का अधिकार महाप्रबन्धक के पास रहेगा।
  - (च) टेलेक्स/तार/फैक्स द्वारा भेजे गये निविदा पत्र स्वीकार नहीं किये जायेंगे।
  - (छ) निविदाकर्ता द्वारा डाक में भेजी गई निविदा रास्ते में गूम हो जाने व देरी से प्राप्त होने की दशा में निविदाकर्ता स्वयं जवाबदार होंगे।
  - (ज) निविदा के भाव निविदा खूलने की दिनांक से 45 दिन तक मिल के निर्णय के लिए प्रभावशील रहेंगे।
3. **निविदा राशि / धरोहर राशि :-**
  - (क) मिल द्वारा निर्धारित प्रपत्र में अपने अधिकतम भाव सीलबंद लिफाफे में मय निविदा राशि रूपये 15000/- अक्षरी पन्द्रह हजार रूपये मिल के खजाने में शेड्यूल कमर्शियल बैंक के ड्राफ्ट “नेशनल टेक्सटाईल कार्पोरेशन लि० इकाई बुरहानपुर ताप्ती मिल्स, बुरहानपुर (म०प्र०)” के नाम से दिनांक 15.11.2018 दोपहर 3.00 बजे तक जमा कराना आवश्यक है। लिफाफे पर निविदा स्क्रेप मटेरियल निविदा खोलने की दिनांक तथा समय एवं स्क्रेप निविदा जहां है जैसी है स्थिति में लिखकर डाक/कोरियर द्वारा मिल के आवक विभाग में जमा करें।

- (ख) निविदा प्रपत्र निविदा राशि के बिना मान्य नहीं होगी । निविदा राशि चेक द्वारा स्वीकार नहीं की जायेगी । अतः बैंक ड्राफ्ट से ही निविदा राशि जमा की जावें ।
- (ग) रू. 15000/- धरोहर राशि संतोषजनक ढंग से कार्य पूरा करके सम्पूर्ण माल उठा लेने पर विभाग से अनापत्ति प्रमाण पत्र लेने के बाद ही वापस की जावेगी ।
- (घ) जमा की गयी निविदा राशि एवं धरोहर राशि पर कोई ब्याज देय नहीं होगा ।
- (च) असफल रहने वाले निविदाकर्ताओं की निविदा राशि फायनल होने की तारीख से 30 दिन के अन्दर वापस की जायेगी ।
- (छ) माल का भाव जो निविदा में दिया गया है उसके अलावा उस माल पर विक्रय कर व अन्य कर जो भी देय है को पार्टी द्वारा अलग से देय होगा ।

#### 4. माल का निरीक्षण:

- अ. निविदा प्रपत्र में दर्शाये गये स्क्रेप मटेरियल को मिल में किसी भी दिन कार्य दिवस में देखा जा सकता है ।
- स. माल जहां एवं जैसा है उसी हालत में बेचा जावेगा ।
- उ. किसी भी अवस्था में माल की स्थिति व कमी की शिकायत को मान्य नहीं किया जावेगा ।
- द. निविदाकर्ताओं को निविदा जमा करने के पूर्व माल की स्थिति, क्वालिटी व वर्तमान दशा के बारे में स्वयं को पूर्ण रूप से संतुष्ट करना होगा तथा यह समझ लेना चाहिये कि सामान की दशा/मात्रा/स्थिति व योग्यता के बारे में किसी भी शिकायत को स्वीकार नहीं किया जावेगा ।

#### 5. भुगतान का निर्धारण:-

- अ. खरीददार को विक्रय आदेश की तारीख से 15 दिन के अंदर अनुमानित मात्रा का पूरा भुगतान करना होगा । पूरा भुगतान करने पर ही डिलेवरी प्रारंभ की जावेगी ।
- ब. निर्धारित अवधि तक भुगतान न कर पाने की स्थिति में निविदाकर्ता को नियत अवधि से 15 दिन के अंदर 1.5 प्रतिशत प्रति सप्ताह के हिसाब से अधिक चार्ज किया जावेगा फिर भी यह मिल प्रबन्धक के अधिकार में रहेगा कि अतिरिक्त चार्ज के साथ 15 दिन अतिरिक्त समय में निविदाकर्ता से भुगतान स्वीकार करें या न करें ।

#### 6. डिलीवरी:-

- 1. माल जैसा है जहां है तथा जिस स्थिति में है, उठाना होगा व किसी भी माल को छांटने/चुनने की अनुमति मिल द्वारा मिल में नहीं दी जावेगी ।
- 2. बेचे गये माल में यदि मिल के काम योग्य कोई भी वस्तु होगी तो उसे रोकने या उसमें से निकालने का अधिकार मिल प्रबन्धन को होगा ।
- 3. निविदा प्रपत्र में दी गई मात्रा अनुमानित है, जो भी वास्तविक मात्रा होगी वहीं दी जावेगी ।
- 4. माल की डिलीवरी कार्यालयीन समय/कार्यालय दिवस में ही भुगतान प्राप्त होने की स्थिति में दी जावेगी ।
- 5. खरीदार को विक्रय आदेश के अन्तर्गत सम्पूर्ण माल 15 दिन की अवधि में पूर्ण रूप से भुगतान कर नगद या बैंक ड्राफ्ट द्वारा जमा कर अपने श्रमिक एवं स्वयं की जवाबदारी पर उठाना होगा ।

माल समयावधि में नहीं उठा पाने की दशा में पूरे माल पर 1% प्रतिशत ग्राउण्ड रेंट प्रति सप्ताह के हिसाब से चार्ज किया जावेगा । तथा अतिरिक्त 15 दिन की समयावधि में पूरा माल उठाना होगा । यह महाप्रबन्धक के अधिकार क्षेत्र में रहेगा कि वह खरीददार को अधिकृत फ्री डिलीवरी के समाप्त हो जाने पर या अतिरिक्त समयावधि (15 दिन) में एक प्रतिशत ग्राउण्ड रेंट

प्रति सप्ताह के हिसाब से चार्ज करके माल उठाने की अनुमति प्रदान करें या न करें। निर्धारित समयावधि में माल न उठाने की दशा में आदेश निरस्त कर धरोहर राशि/जमा राशि जप्त कर ली जावेगी।

6. खरीददार को समस्त सुरक्षा नियमों एवं कारखाना अधिनियम के सभी नियमों का पालन करना होगा। माल की डिलीवरी लेने के लिये लगने वाले समस्त उपकरण/साधन तथा श्रमिकों के सुरक्षा सामान की जवाबदारी स्वयं क्रेताओं की होगी।
7. माल की डिलीवरी जिस व्यक्ति/संस्था के नाम से निविदा खुलेगी उसी को दी जावेगी एवं बिल उसी के नाम से बनेगा। माल का परिवर्तन किसी भी परिस्थिति में बदला नहीं जावेगा।
8. निविदाकर्ताओं अथवा उसके द्वारा नियुक्त किसी भी व्यक्ति द्वारा किये गये कोई भी कार्य जिससे मिल को हानि पहुंचती है, सम्पूर्ण जवाबदारी खरीददार की रहेगी।
9. मिल में स्केप मटेरियल्स की डिलीवरी लेते समय खरीददार अथवा उसके द्वारा नियुक्त व्यक्ति/श्रमिक के दुर्घटनाग्रस्त होने पर या मृत्यु होने पर वह (खरीददार) स्वयंमेव जवाबदार रहेगा तथा मिल प्रबन्धन की किसी भी प्रकार की कोई जवाबदारी नहीं होगी।
10. निविदाकर्ता (खरीददार) द्वारा अधिकृत व्यक्ति जो कि स्केप मटेरियल्स की डिलीवरी लेने मिल में आयेगा उसके नाम व पते की विस्तृत जानकारी सुरक्षा एवं स्टोर्स विभाग को देना होगी।
11. एक समय में एक माल की ही डिलीवरी दी जावेगी।
12. खाली एवं भरे हुए ट्रक का वजन दो तौल कांटे पर होगा। जोभी ज्यादा वजन होगा वहीं मान्य किया जावेगा।
13. निविदाकर्ताओं को सालभर तक मिल में उपलब्ध होने वाला स्केप क्रय करने हेतु समय समय पर अलग से पत्र द्वारा सूचित किया जावेगा तथा वह ऐसी सूचना प्राप्त होने पर विक्रय हेतु निविदा भर सकेगा।
14. निविदा में उल्लेखित शर्तों के अलावा अन्य कोई शर्त निविदा में पार्टी यदि अपनी तरफ से लगाती है जो कि मिल हित में नहीं है तो उसे मान्य नहीं किया जावेगा।
15. न्यायालयीन प्रकरण में न्याय का क्षेत्र बुरहानपुर रहेगा।

7. **निरस्तीकरण/अनुबंध की अवहेलना :-**

यदि निविदाकर्ता (खरीददार) उपरोक्त किसी भी शर्तों को पूरा नहीं करता है व माल को समयावधि में नहीं उठाता है तो मिल को निम्न लिखित कार्यवाही करने का पूरा अधिकार रहेगा।

- (क) इस विक्रय आदेश के अन्तर्गत यदि क्रेता माल नहीं उठाता है तो अनुबंध को तुरंत निरस्त करते हुए निविदा राशि/धरोहर राशि को जब्त / राजसात कर लिया जायेगा तथा माल की डिलीवरी नहीं दी जावेगी।
- (ख) खरीददार द्वारा किये गये मिल के किसी भी नुकसान / भरपाई या माल नहीं उठाने की दशा में उसके खाते में जमा राशि जो कि देय / वापसी योग्य है, इस आदेश या किसी भी विक्रय आदेश के अन्तर्गत हो, राशि समायोजित कर ली जावेगी। इस पर कोई उच्च स्वीकार नहीं किया जावेगा
- (ग) निविदाकर्ता को निविदा प्रपत्र में निविदाकर्ता के पेन नंबर, बैंक खाता क्रमांक एवं बैंक का नाम लिखना आवश्यक है। अन्यथा निविदा निरस्त की जावेगी।

8. **प्रधान शक्ति (Force Majeure):-**

मिल के अधिकार क्षेत्र व नियंत्रण के बाहर की स्थिति जैसे आग, बाढ़, हड़ताल, लॉक आउट, बंद, स्टाफ के विवाद, व्यापक रोग के फैलने की स्थिति में युद्ध लूट व अन्य किसी भी स्थिति

के कारण माल की डिलीवरी न दे पाने के कारण या देर से डिलीवरी होने पर मिल प्रबन्धन की किसी भी प्रकार की व किसी भी स्थिति में जवाबदारी नहीं होगी।

**9. निविदा सामान्य शर्तें :-**

- (क) निविदा प्रपत्र में दर्शाई गई किसी भी शर्त व दस्तावेज के स्प"टीकरण, बदलाव, परिवर्तनीय सुधार करना, जोड़ने या घटाने की प्रक्रिया को करने का पूर्ण अधिकार मिल के महाप्रबन्धक को रहेगा।
- (ख) निविदाकर्ता को 9 (क) में दर्शाये गये किसी भी कार्य को करने का कोई अधिकार नहीं रहेगा। ऐसा करने की दशा में निविदा निरस्त कर दी जायेगी।
- (ग) निविदाकर्ता जो कि निविदा देना चाहते हैं निविदा जमा करने के पूर्व कोई भी स्प"टीकरण, स्क्रेप मटेरियल्स के लिये प्राप्त कर सकते हैं। निविदा जमा करने के पश्चात यह मान लिया जायेगा कि निविदाकर्ता द्वारा निविदा के बारे में सभी आवश्यक जानकारी प्राप्त कर ली गई है व निविदा की सभी शर्तें निविदाकर्ता को पूर्ण रूप से स्वीकार है।
- (घ) किसी भी निविदा को पूर्णतः या आंशिक रूप से स्वीकार / अस्वीकार करने का पूर्ण अधिकार महाप्रबन्धक को रहेगा एवं किसी भी प्रकार के विवाद में महाप्रबन्धक का निर्णय अंतिम व मान्य रहेगा।
- (ङ) बिना कोई कारण बताये किसी भी निविदा या सभी निविदाओं को अधिकतम भाव वाली निविदा सहित स्वीकार/अस्वीकार करने का पूर्ण अधिकार महाप्रबन्धक को रहेगा व इस बाबत किसी भी शिकायत या दावे को स्वीकार नहीं किया जायेगा।
- (च) निविदा खोलने की दिनांक में परिवर्तन या किन्ही कारणों से निविदा सूचना लिखित में कारण देकर निरस्त करने का पूर्ण अधिकार महाप्रबन्धक के पास सुरक्षित रहेगा। किसी भी निविदाकर्ता द्वारा निविदा को खोलने की तारीख बढ़ाने या बदलने की किसी भी प्रार्थना को किसी भी परिस्थिति में स्वीकार नहीं किया जायेगा।
- (छ) जो निविदाकर्ता निविदा भरकर धरोहर राशि के साथ जमा करेगा उसे स्वयं को एवं उसके एक प्रतिनिधि को ही गेट पर धरोहर राशि की रसीद दिखा कर मिल में प्रवेश करने एवं टेंडर खुलते समय टेंडर में बैठने की अनुमति दी जावेगी।
- (ज) निविदा प्रपत्र के साथ इंटीग्रीटी पेक्ट फॉर्म भरकर देना अनिवार्य है । फॉर्म हेतु ANNEXURE-A देखे।

## निविदाकर्ता द्वारा घोषणा

उपरोक्त सभी शर्तों को मेरे द्वारा पूरे ध्यान से अच्छी तरह से पढ़ लिया गया है। सभी शर्तें मुझे मान्य हैं। मैं शर्तों के अनुसार पूरा माल समय पर उठाने हेतु बाध्य हूँ। मेरे द्वारा दी गई सभी जानकारी सत्य है व गलत पाये जाने पर मिल प्रबन्धन द्वारा मेरी निविदा निरस्त की जा सकती है व मेरी धरोहर राशि भी राजसात की जा सकती है।

उपरोक्त सभी भाव बगैर सेल टेक्स के हैं।

निविदाकर्ता के हस्ताक्षर एवं सील

पूरा नाम व पता \_\_\_\_\_

निविदाकर्ता के फर्म का नाम \_\_\_\_\_

फर्म का पता \_\_\_\_\_

फर्म का GST नंबर \_\_\_\_\_

पैन कार्ड नंबर \_\_\_\_\_

बैंक खाता क्रमांक \_\_\_\_\_

मोबाईल नंबर \_\_\_\_\_

**ANNEXURE**

**INTEGRITY PACT**

**Between**

**National Textile Corporation Limited (NTC) hereinafter referred to as  
“The Principal”**

**and**

..... hereinafter referred to as  
**“The Bidder/Contractor”**

**Preamble**

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

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

**Section 1- Commitments of the Principal**

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

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

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

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **Annexure-B1**.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

**Section 4- Compensation for Damages**

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

**Section 5 – Previous transgression**

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

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

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

Witness 2 :  
(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.

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