



**NATIONAL TEXTILE CORPORATION LTD.,
(SOUTHERN REGIONAL OFFICE)
(A Government of India Undertaking)
35 – B, SOMASUNDARAM MILLS ROAD,
COIMBATORE 641009**

Phone No. 0422-2231665 & 2230148 Fax No. 0422-2232171

Web Site : www.ntcltd.org E.Mail ID: ntcsropur2013@gmail.com



Tender Document

for

**Tender for providing SECURITY GUARDS for NTC Southern
Region Office, CTL, SRV BANGALOW & Sri Saradha Mills.**

Encl:-

1. EMD Rs.1.5 Lakh. and Tender document cost of Rs.1000/- + 12% GST = Rs.1120/- (Envelop A).
2. Tender Document (Envelop B).
3. Tenderers are advised to submit their price bids by way of soft copy (Annexure-2) only on E-Box through our E.mail ID : purchase.ntcsro@ntcltd.org on or before 15.11.2018 upto 3.00 P.M.)

Last date for submission of Tender:15.11.2018 upto 3.00 PM

Date for Opening of Tender Document :15.11.2018 at 4.00 PM

Pre bid Meeting on 02.11.2018 at 3.00 PM



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड,
National Textile Corporation Limited
दक्षिणी क्षेत्रीय कार्यालय SOUTHERN REGIONAL OFFICE
(भारत सरकार का उपक्रम)
(A GOVERNMENT OF INDIA UNDERTAKING)

एन टी सी हाउस, पो.बा.सं० 2409,
35-बी,सोमसुंदरम मिल रोड, कोयंबटूर - 641 009.
फोन -2231665/2230667, फैक्स : 91-422-2232171

NTC House, P.O. Box No. 2409
35-B, Somasundaram Mills Road, Coimbatore - 641 009.
Telephone : 2231665 / 2230667, Fax : 91-422-2232171
E-mail: ntcsrc@bsnl.in

Tender Ref.:NTC/SRO/ADMN/2018-10/B-5

Dt: 25.10.2018

Tender Notice

Tender for providing SECURITY GUARDS for NTC Southern Region Office, CTL, SRV BANGALOW & Sarada Mills.



Sealed tenders are invited from interested parties for providing Security Guards for 1) NTC Southern Regional Office, Somasundaram Mills Road, Coimbatore-9 2) Central Testing Laboratory, Trichy Road, Coimbatore- 3) Sri Rangavilas Mills Bungalow, Coimbatore- and 4) Sri Saradha Mills, Podhanur, Coimbatore- .

Experienced Security service providers are only invited to participate in this tender.

The brief specifications of the scope of work and the terms and conditions of this tender are given hereunder:-

1. ELIGIBILITY CRITERIA/ TERMS & CONDITIONS FOR PARTICIPATION IN TENDER.

a. Terms and conditions of contracting out the job of providing security services at our place on lump sum charges per (1) Security Guard (Ex Service Man) and (2) Security Guard (Civilian) 8 hours /day per month excluding applicable taxes.

b. The requirement of security Guards are as under : -

1 . Southern Regional Office	: 03 Nos.
2 . Central Testing Laboratory	: 03 Nos.
3 . Sri Rangavilas Mills Bungalow	: 03 Nos.
4. Sri Saradha Mills	: <u>06 Nos.</u>
Total	: <u>15 Nos</u>

c. The intending party shall have the requisite expertise, manpower and resources of providing adequate & trained Ex-Servicemen / Civilian to carry out the above mentioned job of providing efficient and effective security services to the company.

d. The intending party bidder shall be registered under Contract Labour (Regulation & Abolition) Act, 1970 and have valid license from the Competent Authority under the said Act, at the time of participation in the tender. The party shall ensure that all others applicable labour laws are implemented from time to time.

e. The intending bidder should have obtained license from Director General of Police Controlling authority of the applicable region to engage in the business of private security agency. This is a mandatory requirement for participating in the tender.

2. SCOPE OF WORK:

i. The successful party/agency shall arrange to safeguard the properties of the company from time to time at vulnerable points, so that it covers full security of the office / mill property.

ii. The successful party/agency shall also arrange for surprise inspection of the premises to ensure that persons are alert at all times & make entries in the inspection book available at the main gate to assess the performance of the security personnel provided by the party.

iii. Company reserves the rights to depute its own staff also for conducting surprise checks.

iv. The security personnel deputed for protecting the property should be routed point to point & shift to shift at least on weekly basis.

v. The successful party will maintain the security arrangement by employing security personnel on a working schedule of 8 hours a day, seven days a week on the basis of 24 hours working round the clock. The actual time schedule will be decided by the Company. The party shall have adequate number of relievers to ensure that adequate number of security personnel is working on any one shift and maintain the manning of security personnel as decided by the Company, per shift.

vi. The party will replace in case any security personnel employed by him falls sick or absents immediately at no cost, without causing any dislocation to the security arrangement.

vii. The party will be responsible for the safety of the premises and both immovable and movable assets, materials etc. belonging to the NTC Limited.

viii. The party will carry out prompt investigations in the event of any theft, loss or pilferage, to detect the loss or pilferage and to trace the missing articles and culprits. If it is proved on investigation that the theft, loss or pilferage is due to negligence on the part of the security personnel employed by the party, in such event the party agrees to make good the loss determined by the NTC Ltd. The fixing of the responsibility shall be final and binding on the party.

ix. The party shall be responsible for the up keeping of the firefighting equipments installed at the office / mill premises belonging to the NTC Ltd. For the said purpose, the NTC Ltd will give a list of firefighting equipments at the time of assuming charge for providing security services/ arrangements by the party. The party will be responsible for safe custody, use and maintenance of the said firefighting equipments and will return the equipments at the time of termination of the agreement.

x. The services shall inter-alia cover the following specific aspects.

- (a) Security including protection of premises/ NTC / property personnel security of the company employees in the premises and check nuisances in the NTC premises.
- (b) Maintenance of law and order, discipline in the premises.
- (c) To ensure that unauthorized persons do not enter the premises.
- (d) To ensure that the vehicles parked in the premises are safe.
- (e) To ensure that the domestic animals/ stray dogs do not enter the forestation area/ township.
- (f) To ensure that no encroachment attempts would take place at land belonging to the company. Any such attempts of encroachments of land and disturbance of peace, danger to the company's property etc. should be informed immediately to the management & to the police authorities.
- (g) To engage healthy and energetic Security Guards with good Physique and not over aged (below 48 years of age).
- (h) The appropriate penalty will be levied by the NTC Ltd, for non-performance of personnel engaged by the party and absent to duty without prior intimation to concerned (at least 2 days intimation to DGM (HR), on the basis of compliant and the amount so levied as penalty will be deducted from the corresponding monthly bill of the party.

xi. The party shall provide identification badges to their security personnel, so that they can be identified by the management a smart turn out expected on duty. The party should provide the security personnel with adequate summer and winter clothing, shoes etc.

xii. The entire security personnel engaged by the party should be thoroughly trained in security, watch and ward duties. The party shall conduct unit training to their security staff deployed at regular intervals.

xiii. The party shall provide security related equipment to guards (Torch, Lathi, Breath Analyser)

3. CODE OF CONDUCT:

The party shall hire the Ex - Servicemen / Civilian who are sincere, obedient, honest, smart, physically fit, trustworthy and medically fit. Any such person found to be weak, incompetent or negligent in performance of his duty or of any doubtful character shall be at once be replaced upon the receipt of complaint / information from the designated officer of the NTC Ltd.

4. The security personnel engaged by the party shall not be deemed to be the employees of the NTC Ltd and that they shall not have any claim, directly or indirectly, for employment or service conditions and other such benefits as may be enjoyed by / or available to the regular employees of the NTC Ltd. The security personnel of the party shall abide by the rules & regulations as enforced by the NTC Ltd from time to time. The company shall not, in any manner, be responsible for any act, omission of the security personnel engaged by the party & no claims in this respect shall lie against the NTC Ltd. The security personnel of the party shall refrain from any trade union activities and shall not mingle / socialize with the employees of the NTC Ltd.

5. STATUTORY LIABILITIES :

Deductions under the income Tax Act and other statutory provisions, in force from time to time, wherever applicable, shall be made from the bills payable to the party. The party shall comply with all the relevant statutory requirements that are in force from time to time. The party shall ensure that statutory obligations applicable to his security personnel viz., payment of wages Act, Minimum wages Act, Factories Act, ESI, Bonus, EPF, Gratuity, Welfare fund, weekly – off, Leave, Contract Labour (Regulations & Abolition) Act, 1970,etc. are complied with and shall keep the NTC Ltd indemnified against all such liabilities of any kind for breach of any statutory obligations, committed by the party.

6. WAGES AND MODE OF PAYMENT:

The Party shall ensure that security personnel engaged by him are paid their wages on or before 10th of every following month through the bank account of the personal engaged by them. The payment of subsequent monthly bills shall be made by the NTC Ltd only on production of documentary evidence for having paid wages to their employees / workmen and remitted the previous month's ESI and PF contributions to the concerned authorities by the party and complied with all other statutory obligations.

7. TRANSPORT & CANTEEN FACILITIES:

The Party shall make his own arrangement for facilities like Transport, canteen etc. to his security personnel and the NTC Ltd shall have no responsibility to these facilities.

8. CLAIMS FROM THE PARTY:

The party shall submit to the management every month his bill including the following proof and/ or evidence of payment to his employees:

(a) Wages paid to his workmen – Bank statement sharing name of Employees and amount paid to them.

(b) EPF contribution paid.

(c) ESI contribution paid, (Electronic challan receipt) if not applicable, the party shall ensure that his guards are covered under Workmen Compensation Act, as per statute.

(d) Payment shall be arranged by the NTC Ltd within a fortnight of receipt of the bill. In case, any canteen service is permitted and availed by the employees of the party, deduction thereof shall be made from the monthly bill of the party at such rate(s) as may be decided by the NTC Ltd from time to time. The party shall allow three paid National holidays Viz. republic Day, Independence Day, and Gandhi Jayanthi) to his employees (vide Government of India Office Memo No. 28/11/69/LRI dated 11-11-1971 and also one day leave with wages for every twenty days of work (as per provisions of Sec. 73(3) of Factories Act, 1948).

9. The party shall ensure strict compliance of all the relevant provisions applicable to him under various labour laws, the non-compliance of which will lead to termination of the contract, as per law and rules of the company in force.

10. The party shall furnish a copy of the Acquaintance Roll / Muster Roll in respect of payment made to the labourers engaged every month to the NTC Ltd.

11. The party himself or his authorized representative shall directly supervise the work and the designated Supervisor shall supervise the security arrangements and to have control over security staff deployed by party. He shall maintain liaison with the JM(HR) or any authorized representative of the NTC Ltd.

12. It shall be the responsibility of the party to provide safety equipment to the employees. The party shall take all precautionary steps to avert any untoward incident failing which the Party shall be liable for penalty and compensation to be paid to his / their employees. The company shall not be liable for any damages or compensation in respect of any accident or injury to any personnel engaged by the party. The party shall also report forthwith all accidents to the Deputy General Manager (HR) and the Competent Authority under the Workmen's Compensation Act / policy and other authorities concerned in accordance with the relevant enactments, as applicable to both the NTC Ltd and the Party.

13. The party shall inform the assessing Income Tax Officer concerned (within one month from the date of work order) about the contract awarded to him.

14. The NTC Ltd shall recover applicable tax as per Section 194 (C) of the Income Tax 1961 or such other percentage as may be necessary from the Party's monthly billing. A challan to the effect of payment of income tax can be collected from the Accounts Department every quarter by the party to avail rebate from the Income Tax Authorities.

15. The Party shall not sublet or assign the work entrusted to any other party or parties without the prior written permission from the NTC Ltd.

17. The Party, or his labourers or his Agent, as a security measure shall be liable for search / check at the entrance or exit of the NTC Ltd premises. The General Manager / Officer In-charge authorized by the NTC Ltd may issue the Identity Cards /Temporary passes to such employees / persons based on the recommendation of the Party, for entry in to the premises of the NTC. This Will be in addition to the identity cards issued by the Party for his labourers and others employed by him.

18. **VALIDITY OF THE AGREEMENT :**

The selected party has to enter an agreement with NTC for deploying security in NTC premises

- (i) This agreement shall be valid for a period of One year from the date of the agreement comes in to force.
- (ii) This agreement can be extended for a further period of one year or more by mutual consent of the parties here in, by writing.
- (iii) If the agreement is not extended for further in writing, the same will automatically expire on completion of one year from the effective date, without any notice thereof.
- (iv) This agreement can also be terminated during its currency by either party by giving three months notice in writing to the other party and it will continue to be in force till alternate arrangement is made by the company.

19. **EARNEST MONEY DEPOSIT (EMD)**

The prospective bidder has to submit EMD (earnest money deposit) of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only).

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

Demand Draft /Pay Order are to be in the Name of "National Textile Corporation Limited "payable at Coimbatore.

- The tender received without EMD shall be rejected out rightly.
- The earnest money deposit of unsuccessful bidder shall be refunded within 15 days by at par cheque on bidder's demand after completion of process.

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

20. **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.

21. **a) 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 The Deputy General Manager (HR), National Textile Corporation Limited, 35-B, Somasundaram Mill Road, Kattoor , Coimbatore – 641009 **Ph. No. 0422-2230148** for any clarifications / information regarding the tender documents.

22. SUBMISSION OF TENDER

The sealed Tender Technical Bids are to be deposited in the Tender Box kept in the office of NATIONAL TEXTILE CORPORATION LTD, 35-B, SOMASUNDARAM MILLS ROAD, COIMBATORE 641009 on or before tender closing date upto 3.00 PM.

The prospective bidders are requested to submit their complete offer in two separate sealed envelope marked as A,B asfollows.

Envelope 'A' should be marked "**EMD**" containing the Demand Draft of **Rs.1.5 Lakh**. Of EMD and cost of tender document in case of downloaded tender document, **Rs.1000/-+ 12% GST = Rs.1120/-** in favour of "National Textile Corporation Limited" payable at Coimbatore by way of DD drawn on any Nationalized Bank to be submitted as Tender Cost.

Envelope 'B' should 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.

All the Two **envelop 'A' for EMD and Tender document cost, Envelop 'B' for Tender Document** should be placed in an 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.

PRICE BIDS to submit by way of soft copy of their price bids only on E-Box through our E.mail ID : purchase.ntcsro@ntcltd.org on or before 15.11.2018 upto 3.00 P.M.)

23 LATE TENDERS

Tenders received by the NTC Ltd. Southern Region Office, Coimbatore after the due date and time as specified in tender documents shall not be eligible for consideration.

24. REJECTION OF THE TENDER

a) NTCLtd. Southern Region Office, Coimbatore reserve the rights to accept or reject all or any of the tender without assigning any reason whatsoever. It is not obligatory for the Corporation to give any reason for their decisions.

b) NTCLtd.(SRO), Coimbatore reserve the rights not to proceed with the tendering process at any time without notice or liability and to reject any tender without assigning any reasons. NTCLtd.(SRO), Coimbatore also reserves the rights to retender without assigning any reasons whatsoever.

25. TENDER OPENING.

The envelop 'A' and 'B' shall be opened on Closing date of 15.11.2018 4.00 P.M. before the prospective bidders or their authorized representative who wish to be present and tender opening committee of NTC Limited (SRO), Coimbatore.

The Financial Bid / commercial Bid of the bidders who have been found qualified as per the documents submitted for claiming eligibility criteria will be communicate 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 and financial bid on account of any reason in that case the next date and time of opening of Tender and financial bid shall be communicate 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.

26. SITE VISIT

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

27. 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.

28. CONTRACT RATES

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

29. SECURITY DEPOSIT:

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

30. RESOLUTION OF DISPUTES

The Terms and 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 Limited, New Delhi or any other officer appointed by the Chairman & Managing Director of the corporation for this purpose. The decision of the said arbitrator shall be final, conclusive and binding upon all concerned.

31. SETTLEMENT OF DISPUTES:

Any dispute arising out of this Agreement shall be resolved by referral to an Arbitrator who shall be the Deputy General Manager (HR) of the company or any other senior Executive nominated by the OFFICER INCHARGE of the National Textile Corporation limited, SRO, Coimbatore.

32. 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 Coimbatore, State of Tamil Nadu only.

ACCEPTANCE OF THE TENDERER

We have read all the terms and conditions of the tender documents and we agree to abide by the same. We will supply all materials / equipments strictly as mentioned intender 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.

DETAILS TO BE FURNISHED BY PARTY

Name of Agency/Firm/Company	
Type of Firm/Company	
Name of Proprietor and Father's Name	
Name of Partner and Father's Name	
Business Address	
Residential Address	
Tel. Nos. (Office)(Residence)	
Name of bank and Account No.	
Income Tax No. (PAN)	
GST No.	
ESI Regn. No.	
PF Regn. No.	
Licence No. from Director General of Police Controlling Authority, Chennai to engage in the business of private security agency	
Details of Sister Concerns , if any	
Have you ever been blacklisted by Government / Non- Government Body	
Contact Person Name, Telephone No.& email id	

(Company Seal and Signature)

Tender Ref.:NTC/SRO/ADMN/2018-10/B-5

Dt: 25.10.2018



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Finance Bid

for

**Tender for providing SECURITY GUARDS for NTC Southern
Region Office, CTL, SRV BANGALOW & Sarada Mills.**

E-Box through our E.mail ID : purchase.ntcsro@ntcltd.org on or before 15.11.2018 upto 3.00 P.M.)

(PRICE BID)

Tender Ref.:NTC/SRO/ADMN/2018-10

Dt: 25.10.2018

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

From,

Date:- _____

CONTRACT PERIOD FROM 01.12.2018 to 30.11.2019

SI. No	PERSONS	Rate per Security Guard per month for 8 hours duty(Exclusive of Taxes) Rs.P.
1	Security Guard (Ex-Serviceman)	
2	Security Guard (Civilian)	

Detailed Breakup of the above quoted rate is as follows:

S.No	Description	Security Guard (Ex-Serviceman)	Security Guard (Civilian)
01	Basic		
02	D.A		
03	Other Allowance		
04	EPF		
05	ESI		
06	Bonus		
07	Reliever		
08	Service Charge		
	Total		

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

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

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at **Annexure-B1**.

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

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

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

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

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

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

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

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

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

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/Contractors as confidential. He reports to the Chairman, NTC.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

Place.....

Date.....

Witness 1:
(Name & Address) _____

Witness 2 :
(Name & Address) _____
