

# COIMBATORE MURUGAN MILLS A UNIT OF NATIONAL TEXTILE CORPORATION PB NO- 7004, METTUPALAYAM ROAD SAIBABA COLONY COIMBATORE - 641043

TEL NO: 0422-2432524 EMAIL: cmm.sro@ntcltd.org

#### **E-auction sale**

Sale of Grey & Processed Fabric - Short Length, Seconds and FRC' available at Coimbatore Murugan Mills, Coimbatore.

#### **Auction No**

MSTC/NRO/COIMBATORE MURUGAN MILLS (A UNIT OF NTC)/1/COIMBATORE/23-24/3342[376171]

 Opening Date & Time
 09-05-2023::11:00:00 AM

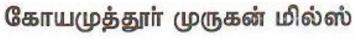
 Closing Date & Time
 09-05-2023::15:00:00 PM

Inspection From Date20-04-2023Inspection Closing Date08-05-2023

E-auction will be made through MSTC portal individually for each variety Fabric.

Therefore, there would be separate e-auctions for each variety of Grey & Processed

Fabric available in the mill at a time.





नेशनल टेक्सटाइल कारपोरेशन लिमिटेड / A UNIT OF NATIONAL TEXTILE CORPORATION LTD., भारत सरकार का उपक्रम / A GOVERNMENT OF INDIA UNDERTAKING

मेड्यालयम रोड, पोस्ट बॉक्स नं० 7004

कोयम्बलूर - 641 043.

एन टी सी

NTC

दू भा से : 2432524, 2449388

फैक्स : 0422-2442633 मо प्रव दूरभाव : 0422-2430128

हिन सं : 33882002900 सी एस टी सं : 1021122/ दि0. 1.4.2011

ई-मेडल : cbemurugan@bsnl.in



Mettupalayam Road, P.Box No.7004,

Coimbatore - 641 043.

©: (O): 2432524, 2449388 G.M.: 2430128

Fax: 0422 - 2442633

TIN: 33882002900 CST: 1021122

Dated: 1.4.2011 Telegram: MURUGAN E-mail: cbemurugan@bsnl.in

Date: 13.03.2023

#### **E-AUCTION NOTICE**

Sub: - Sale of 1.47 Lakh meters of Short Length, Seconds and FRC ' Grey & Processed Fabric on "as is where is and as is what is basis" available at Coimbatore Murugan Mills, Coimbatore of SRO, NTC Limited through MSTC Portal by e-auction

The Coimbatore Murugan mills, Coimbatore is inviting parties who are dealing in Fabric to participate in the e-auction conducted through MSTC portal for sale of Short Length, Seconds and FRC 'materials in Grey and processed fabric varieties available at Coimbatore Murugan Mills, Coimbatore on "as is where is and as is what is basis".

#### 1. ELIGIBILITY CRITERIA FOR PARTICIPATION IN E-AUCTION

- a.) The Company /Organization/Individual should not be in defaulters list of any National/Government/ Private/ International organization. Self attested declaration to be produced in this regard.
- b.) Bidder should submit copy of GST registration certificate, if registered.
- c.) Copy of PAN of the bidder (if PAN is not submitted, TCS @5% will be charged against the normal rate of 1%)

The original supporting documents of all above eligibility criteria (a to c) of all the bidders will be verified by Coimbatore Murugan Mills, Coimbatoree before permitting them to participate in the e-auction.

#### 2. CORRIGENDUM/AMENDMENTS IN E-AUCTION DOCUMENT

- At any time prior to closure of bids, Coimbatore Murugan Mills, for any reason whether at their own initiative or in response to a clarification required by any prospective bidder may modify the e-auction documents.
- During the process of evaluation of bids, Coimbatore Murugan Mills may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time-frame.
- The amendment shall be part of the e-auction documents and will be notified by publication in MSTC portal <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a>, NTCL website
   www.ntcltd.org
   and
   Central
   Public
   Procurement
   Portal

https://eprocure.gov.in/epublish/app and the same will be binding on the prospective bidders.

• All the intending bidders are advised to keep close watch on the website of NTCL website www.ntcltd.org, MSTC portal https://www.mstcecommerce.com and CPP Portal https://eprocure.gov.in/epublish/app in their own interest.

#### 3. **DETAILS**

The prospective bidders are requested to contact the following officials for any clarification / information regarding the e-auction documents etc.

Name of Official	Contact Number		
Anil Kumar Jt.Manager (Fin)	9949126789		
Parthiban Jt. Manager (Tech)	9994727687		

#### 4. PRE BID EMD (EARNEST MONEY DEPOSIT)

The prospective bidders are required to remit pre bid EMD deposit at the following rates for participating in each e-auction to the account of MSTC by observing the procedures listed out in the special terms and conditions of the bidding document.

S. No.	Lot No.	Sort No.	Construction	Category	Quantity	UOM	EMD
1		1451	14 K X 10 K /104 X 48 /77 /3/1 DRILL	GREIGE SOUND	921.00	METER	
2		4146	40 PC SB X 40 PC SB / 92 X 76 / 99/ PLAIN	GREIGE SOUND	570.30	METER	
3		4147	40 K X 40 K /92 X 64 /97 /PLAIN	GREIGE SOUND	141.25	METER	
4		4162	2/40X 2/40 PC /132 X 64 /160 /2/2 TWILL	GREIGE SOUND	20.00	METER	
5		4576	2/45 PC X 2/45 PC /116 X 76 /155 /3/1 TWILL	GREIGE SOUND	313.00	METER	
6	CMM/01	5051	50 PV SLUB X 50 PV SLUB /92 X 84 /99 /PLAIN	GREIGE SOUND	324.50	METER	6,924
7		6072	2/60 PC X 155 D TEX /84 X 72 /100 /PINCORD	GREIGE SOUND	216.50	METER	0,924
8		8091	80 CPT X 80 CPT /100 X 90 /305 /PLAIN	GREIGE SOUND	463.00	METER	
9		8463	2/30 PC X 155 D ROTO /88 X 84 /160 /2/2 TWILL	GREIGE SOUND	300.25	METER	
10		9080	2/90 PC X 80S D TEX /84 X 86 /125 /PLAIN	GREIGE SOUND	742.00	METER	
11	CMM/02	3265	2/32sCCP X 2/32sCCP /88X52 /165 /2/1 TWILL	GREIGE SHORT LENGTH	1,364.40	METER	9,506

12		6248	60 C X 60 C /100 X 80 /305 /PLAIN	GREIGE SHORT LENGTH	108.00	METER	
13		8080	80 CPT X 80 CPT /100 X 80 /305 /PLAIN	GREIGE SHORT LENGTH	2,032.00	METER	
4.4		0000	2/00 DO V 000 D TEV /04 V 05 /425 /DI 4IN	CDEIGE CECONDS			
14		9080	2/90 PC X 80S D TEX /84 X 86 /125 /PLAIN	GREIGE SECONDS	510.00	METER	
15		2051	20 K X 20 K /86 X 60 /158 / MATT	GREIGE SECONDS	277.00	METER	
16		2063	20 K X 20 K /60 X 60 /160 /PLAIN	GREIGE SECONDS	103.00	METER	
17		3030	2/30s PC X 2/30s PC/64 X 48/145 /PLAIN	GREIGE SECONDS	961.00	METER	
18		3152	2/30s KPC X 2/30s KPC /60 X 50 /152 /PLAIN	GREIGE SECONDS	135.00	METER	
19		3265	2/32sCCP X 2/32sCCP /88X52 /165 /2/1 TWILL	GREIGE SECONDS	3,471.70	METER	
20		5096	50 PC X 50 PC /102 X 92 /99 /PLAIN	GREIGE SECONDS	194.00	METER	
21		6088	60s PCHT X 60s PCHT /102 X 88 /100 /PLAIN	GREIGE SECONDS	35.00	METER	
22		6248	60 C X 60 C /100 X 80 /305 /PLAIN	GREIGE SECONDS	665.00	METER	
23		6463	2/30 PC X 300 D ROTO /89 X 64 /150 /2/2 TWILL	GREIGE SECONDS	234.00	METER	
24	CMM/03	8017	2/80 PC X 2/80S PC /131 X 76 /99 /PLAIN	GREIGE SECONDS	483.50	METER	27,433
25		8080	80 CPT X 80 CPT /100 X 80 /305 /PLAIN	GREIGE SECONDS	3,112.25	METER	ŕ
26		8096	2/80 PC X 2/80 PC /102 X 76 /99 /PLAIN	GREIGE SECONDS	686.50	METER	
27		8463	2/30 PC X 155 D ROTO /88 X 84 /160 /TWILL	GREIGE SECONDS	657.00	METER	
28		8851	14 K X 12 K /92 X 50 /155 /3/1 TWILL	GREIGE SECONDS	145.00	METER	
29		9680	2/90 PC X 2/90 PC /102 X 80 /99 /PLAIN	GREIGE SECONDS	134.00	METER	
30		1452	14 PC X 14 PC /56 X 48 /160 /PLAIN	GREIGE SECONDS	24.00	METER	
31		3024	2/30 PV X 2/30 PV /56 X 60 /160 /PLAIN	GREIGE SECONDS	46.00	METER	
32		8098	2/80 MOD X 2/80 MOD /92 X 72 /119 /PLAIN	GREIGE SECONDS	84.00	METER	
33		9949	2/40 PV X 2/40 PV /56 X 52 /100 /PLAIN	GREIGE SECONDS	172.00	METER	
34		3054	30 C X 30 C /68 X 68 /310 /PLAIN	GREIGE SECONDS	279.25	METER	
35		1463	14s PC X 14s PC /78 X 52 /150 /	FINISHED SOUND	45.75	METER	
36		2050	20 K X 20 K /66 X 50 /90 / PLAIN	FINISHED SOUND	41.20	METER	
37		2053	20 K X 20 K /48 X 40 /122 / PLAIN	FINISHED SOUND	65.00	METER	
38		3024	2/30 PV X 2/30 PV /60 X 60 /150 /PLAIN	FINISHED SOUND	68.45	METER	
39	CMM/04	3030	2/30s PC X 2/30s PC /68 X 48 /138 /PLAIN	FINISHED SOUND	16.25	METER	2 460
40		3072	30 K X 30 K /81 X 68 /150 /PLAIN	FINISHED SOUND	134.20	METER	3,469
41		3252	2/32 CP X 2/32 CP /94 X 52 /152 /2/1 TWILL	FINISHED SOUND	25.00	METER	
42		3265	2/32 CP X 2/32 CP /94 X 52 /154 /2/1 TWILL	FINISHED SOUND	13.50	METER	
43		3500	2/30 PC X 150 D/ROTO /92 X 76 /150 /DESIGN	FINISHED SOUND	92.50	METER	
44		4131	40 C X 40 C /105 X 98 /295 /PLAIN	FINISHED SOUND			

					8.84	METER	
45		4163	2/40 PC X 2/40 PC /142 X 64 /150 /MATT	FINISHED SOUND	0.35	METER	
46		5096	50 PC X 50 PC /112 X 92 /90 /PLAIN	FINISHED SOUND	58.15	METER	
47		5863	2/30 PC X 2/30 PC /84 X 58 /150 /2/1 TWILL	FINISHED SOUND	8.75	METER	
48		8001	2/80sPC X 2/80s PC /96 X 76 /90 /PLAIN	FINISHED SOUND	36.70	METER	
49		8011	2/80PC+DY X 2/80 PC /96 X 76 /90 /PLAIN	FINISHED SOUND	7.00	METER	
50		8463	2/30 PC X 155 D /94 X 84 /150 /2/2 TWILL	FINISHED SOUND	173.95	METER	
51		8501	2/80 PC + DY+G X 2/80S PC +DY+ G /102 X 76 /96 /PLAIN	FINISHED SOUND	17.95	METER	
52		8851	14 K X 12 K /100 X 50 /142 /3/1 DRILL	FINISHED SOUND	139.40	METER	
53		9927	2/40 PV + 155 D X 2/40 PV + 155 /68 X 68 /90 /	FINISHED SOUND	84.40	METER	
				EINICHED CHODT			
54		139	2/30 PC X 155 D ROTO /88 X 84 /150 /2/2 MATT	FINISHED SHORT LENGTH	31.10	METER	
55		1463	14s PC X 14s PC /78 X 52 /150 /	FINISHED SHORT LENGTH	17.60	METER	
56		2014	20sK X 14sK /64X48 /84 /	FINISHED SHORT LENGTH	27.00	METER	
57		2050	20 K X 20 K /66 X 50 /90 / PLAIN	FINISHED SHORT LENGTH	666.85	METER	
58		3024	2/30 PV X 2/30 PV /60 X 60 /150 /PLAIN	FINISHED SHORT LENGTH	103.35	METER	
59		3030	2/30s PC X 2/30s PC /68 X 48 /138 /PLAIN	FINISHED SHORT LENGTH	202.05	METER	
60		3037	30 K X 30 K /96 X 52 /90 /PLAIN	FINISHED SHORT LENGTH	217.75	METER	
61		3070	30 PC X 30 PC /72 X 72 /150 /PLAIN	FINISHED SHORT LENGTH	46.45	METER	
62		3252	2/32 CP X 2/32 CP /94 X 52 /152 /2/1 TWILL	FINISHED SHORT LENGTH	1,309.30	METER	
63		3265	2/32 CP X 2/32 CP /94 X 52 /154 /2/1 TWILL	FINISHED SHORT LENGTH	176.00	METER	
64		4161	2/40 PC X 2/40 PC /124 X 64 /146 /2/2 TWILL	FINISHED SHORT LENGTH	90.70	METER	
65	CMM/05	4163	2/40 PC X 2/40 PC /142 X 64 /150 /MATT	FINISHED SHORT LENGTH	420.75	METER	22.062
66		5863	2/30 PC X 2/30 PC /84 X 58 /150 /2/1 TWILL	FINISHED SHORT LENGTH	105.75	METER	23,863
67		7500	150 D DYED + W X 2/60 PV /84 X 68 /90 /PLAIN	FINISHED SHORT LENGTH	95.25	METER	
68		8001	2/80sPC X 2/80s PC /96 X 76 /90 /PLAIN	FINISHED SHORT LENGTH	41.10	METER	
69		8006	2/80sPC X 80s D /96X 88 /90 /PLAIN	FINISHED SHORT LENGTH	59.80	METER	
70		8010	2/80 PC + DY X 2/80 PC + DY /92 X 80 /90 /PLAIN	FINISHED SHORT LENGTH	26.90	METER	
71		8011	2/80PC+DY X 2/80 PC /96 X 76 /90 /PLAIN	FINISHED SHORT LENGTH	100.00	METER	
72		8017	2/80 PC X 80S PC /144 X 76 /90 /PLAIN	FINISHED SHORT LENGTH	1,991.40	METER	
73		8096	2/80s PC X 2/80s PC /112 X 76 /90 /PLAIN	FINISHED SHORT LENGTH	373.15	METER	
74		8463	2/30 PC X 155 D /94 X 84 /150 /2/2 TWILL	FINISHED SHORT LENGTH	629.55	METER	
75		8481	60 PCHT X 75 D TEX /93 X 84 /118 /PLAIN	FINISHED SHORT LENGTH	156.50	METER	
76		8484	60 PCHT X 60 PCHT /93 X 84 /118 /PLAIN	FINISHED SHORT LENGTH	313.95	METER	
77		8850	14 K X 12 K /100 X 50 /71 /3/1 DRILL	FINISHED SHORT			

				LENGTH	124.60	METER	
78		9680	2/90 PC X 2/90 PC /112 X 80 /90 /PLAIN	FINISHED SHORT LENGTH	1,123.05	METER	
79	-	883	20 K X 20 K /64 X 60 /150 /PLAIN	FINISHED SECONDS	6.00	METER	
80	_	6244	60C X 80C*3 /5/68X 92 /295 /SATIN	FINISHED SECONDS	9.00	METER	
81	-	4163	2/40 PC X 2/40 PC /142 X 64 /150 /MATT	FINISHED SECONDS	10.95	METER	
82		4131	40 C X 40 C /104 X 98 /295 /PLAIN	FINISHED SECONDS	11.20	METER	
83		8851	14 K X 12 K /100 X 50 /142 /3/1 DRILL	FINISHED SECONDS	26.00	METER	
84		6246	2/60 C X 2/60 C /158 X 76 /154 /2/2 TWILL	FINISHED SECONDS	31.70	METER	
85		6463	2/30 PC X 300 D TE /94 X 64 /150 /2/2 TWILL	FINISHED SECONDS	39.90	METER	
86		1463	14s PC X 14s PC /78 X 52 /150 /	FINISHED SECONDS	50.60	METER	
87		2047	20 K X 20 K /124 X 56 /150 /3/1 DRILL	FINISHED SECONDS	51.00	METER	
88		2051	20 K X 20 K /90 X 60 /150 / MATT	FINISHED SECONDS	79.95	METER	
89		3072	30 K X 30 K /81 X 68 /150 /PLAIN	FINISHED SECONDS	90.65	METER	
90		7500	150 D DYED + W X 2/60 PV /84 X 68 /90 /PLAIN	FINISHED SECONDS	92.00	METER	
91	- CMM/06	400	40sC X 40sC / 100 X 94 / 295 / PLAIN	FINISHED SECONDS	92.90	METER	
92	Civilvi/00	3024	2/30 PV X 2/30 PV /60 X 60 /150 /PLAIN	FINISHED SECONDS	95.00	METER	9,679
93		8481	60 PCHT X 75 D TEX /93 X 84 /118 /PLAIN	FINISHED SECONDS	115.50	METER METER	
94		5096	50 PC X 50 PC /112 X 92 /90 /PLAIN	FINISHED SECONDS	116.70		
95		6266	2/60 MOD X 2/60 MOD /74 X 62 /110 /PLAIN	FINISHED SECONDS	125.20	METER	
96		4863	2/30 PC X 2/30 PC /68 X 48 /150 /PLAIN	FINISHED SECONDS	142.50	METER	
97		3030	2/30s PC X 2/30s PC /68 X 48 /138 /PLAIN	FINISHED SECONDS	175.00	METER	
98		4145	40 K X 40 K /134 X 72 /110 /2/1 TWILL	FINISHED SECONDS	208.00	METER	
99		6072	2/60 PC X 155 D /92 X 72 /90 /PINCORD	FINISHED SECONDS	252.90	METER	
100		2142	2/100 C X 2/100 C /175 X 110 /285 /SATIN	FINISHED SECONDS	256.32	METER	
101		3037	30 K X 30 K /96 X 52 /90 /PLAIN	FINISHED SECONDS	359.55	METER	
102		8480	60 PCHT X 60 PCHT /93 X 80 /118 /PLAIN	FINISHED SECONDS	383.50	METER	
103		5051	50 PV SLUB X 50 PV SLUB /101 X 84 /90 /PLAIN	FINISHED SECONDS	433.10	METER	
104		6088	60 PCHT X 60 PCHT /112 X 88 /90 /PLAIN	FINISHED SECONDS	457.60	METER	
105	CMM/ 07	2606	2/60 PV X 80 D TEX /84 X 76 /90 /PLAIN	FINISHED SECONDS	537.80	METER	718
106	CMM /08	6170	60 C X 40 C DY /175 X 44 /230 /SATIN	FINISHED SECONDS	540.18	METER	1,502
107		0463	2/30 PC X 155 D /94 X 84 /150 /2/2 TWILL	FINISHED SECONDS	1	I	
<u> </u>	CMM /09	8463	2/30 F C X 133 D / 34 X 84 / 130 / 2/2 T WILL	TINISHED SECONDS	562.05	METER	2,112
108	CMM /09 CMM/10	9680	2/90 PC X 2/90 PC /112 X 80 /90 /PLAIN	FINISHED SECONDS	562.05 764.95	METER METER	2,112 1,721

110	CMM/12	8017	2/80 PC X 80S PC /144 X 76 /90 /PLAIN	FINISHED SECONDS	990.60	METER	2,095
111	CMM/13	3069	30 PC X 30 PC /72 X 66 /142 /PLAIN	FINISHED SECONDS	1,299.00	METER	2,367
112	CMM/14	4144	40 K X 40 K /132 X 72 /112 /PLAIN	FINISHED SECONDS	1,942.45	METER	3,728
113	CMM/15	8484	60 PCHT X 60 PCHT /93 X 84 /118 /PLAIN	FINISHED SECONDS	2,454.50	METER	4,805
114	CMM/16	MM/16 5005 40 CPT X 40 CPT /144 X 72 /157 /2/1 TWILL FINISHED SECONDS		2,659.17	METER	9,932	
115	CMM/17	3252	2/32 CP X 2/32 CP /94 X 52 /152 /2/1 TWILL	FINISHED SECONDS	32,308.40	METER	1,40,299
116	CMM/18	3265	2/32 CP X 2/32 CP /94 X 52 /154 /2/1 TWILL	FINISHED SECONDS	48,205.25	METER	2,37,846
117	CMM/19	FENTS	ASSORTED	GREIGE FENTS	439.00	KGS	924
118	CMM/20	RAGS	ASSORTED	GREIGE RAGS	71.00	KGS	175
119	CMM/21	CHINDIES	ASSORTED	GREIGE CHINDIES	79.00	KGS	116
120	CMM/22	FENTS	ASSORTED	FINISHED FENTS	2,089.40	KGS	6,878
121	CMM/23	RAGS	ASSORTED	FINISHED RAGS	692.70	KGS	1,337
122	CMM/24	CHINDIES	ASSORTED	FINISHED CHINDIES	1,456.60	KGS	1,681

- a. Bidder has to participate for a particular variety of fabric available as a lot. They have to bid for the entire quantity available in a particular lot. Bidder has to participate for individual Lot separately. The prospective bidder who wishes to participate in e-auction will have to submit earnest money deposit as above separately for the e-auction of the respective Lots by ONLINE payment through MSTC gateway in their login & password.
- b. Bidders will not be allowed to bid without earnest money deposit by the portal.
- c. The earnest money of unsuccessful bidder will be refunded online by MSTC.
- d. EMD will not attract any interest charges.
- e. EMD will be subjected to forfeiture in the event of any failure as the part of the bidder during e-auction and after completion of e-auction as per the policies of MSTC.
- f. H1 bidder will be selected for individual sort.

#### 4. <u>Implementation of Integrity Pact in NTC (Refer Annexure-"A")</u>

Bidders are requested to go through the implementation of integrity pact in NTC which is attached as Annexure - A. This e-auction is hosted in MSTC website along with the copy of the Integrity Pact, which may be downloaded and submitted dully signed with seal, along with the technical bid. "Only those bidders, who commit themselves to Integrity Pact alone, would be considered competent to participate in the bidding process.

The name of the Independent External Monitors (IEM) is Transparency International India. (TII). This e-auctioning process is being monitored by Independent External Monitor, **Smt.** 

Archana Pandey Tiwari, IRS (Retd) Address - C-32, Nangal Dewat, -Vasant Kunj, New Delhi -70, Email -ampandey2001@yahoo.com & Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank Address - Plot No.- 29, Second Floor, -Sector-12A, Dwarka, New Delhi - 110078, Email - sr.bansal123@gmail.com

If any bidder is aggrieved on the conduct of this e-auction, they are free to approach the said IEM in terms of Integrity Pact".

#### 5. REJECTION OF THE E-AUCTION/SALES ORDER

- a. Coimbatore Murugan Mills, Coimbatore / MSTC reserve the right to accept or reject all or any of the e-auction without assigning any reason what so ever. It is not obligatory for the Coimbatore Murugan Mills, Coimbatore/MSTC to give any reason for their decisions.
- b. Coimbatore Murugan Mills Coimbatore /MSTC reserve the right not to proceed with the e-auction process at any time without notice or liability, and to reject any e-auction without assigning any reasons. Coimbatore Murugan Mills, Coimbatore / MSTC also reserve the right not to proceed with the e-auction without assigning any reasons what so ever.
- c. Coimbatore Murugan Mills, Coimbatore / MSTC reserve the right to cancel sales order at any point of time without assigning any reason what so ever. It is not obligatory for the Coimbatore Murugan Mills, Coimbatore / MSTC to give any reason for their decisions.

#### 6. INSPECTION OF GREY & PROCESSED FABRIC

The material mentioned in e-auction can be inspected up to 2 days prior to the date of e-auction (from 10.00 am to 4.00 pm, from Monday to Saturday on all working days), at the respective mills, as the case may be with prior intimation to mill General Manager. The details of mill contact number with address are attached in Annexure 1.

No sampling of Grey & Processed cloth is permitted to the prospective bidders. Only physical inspection/visual inspection of the fabric is allowed to the prospective bidders.

#### 7. PRICES

Bidder need not submit any financial bid along with the technical bid through MSTC website. The price can quoted during e-auction process by online.

#### 8. PAYMENT TERMS

In case of sold / confirmed /STA lots, the successful bidder will have to deposit 50% of the sale value (after deducting Pre-bid EMD) within 5 (five) calendar days from the date of closing of the e-auction. The balance 50% of the payment to be paid within next 5 days.

Lifting of the material is permitted only after realization of complete payment by using epayment gateway of MSTC. Payment breakup will be given in MSTC sale order.

#### 9. COMPLETION OF SALE CONTRACT

• After making the full payment, sale contract will be issued to the successful bidder by MSTC. Lifting of fabric from mills should be completed within 21 days from the date of sale contract.

- In case of non-lifting of material within 21 days, godown rent/ late lifting charges @ 1.00% per week or part thereof up to a period of 2 weeks will be charged on the sale contract value. Delivery of fabric will be allowed only after paying the godown rent / Carrying Charges at individual mills.
- If the complete quantity is not lifted after 35 days from the date of sale contract, Coimbatore Murugan Mills Coimbatore/MSTC will cancel the sale contract and forfeit the pre bid EMD and all other payments made by the party without assigning any reason thereof. Also, Coimbatore Murugan Mills, SRO, Coimbatore shall have the right to resell the fabric at any time and in any manner, it deems fit.

#### 10. RESOLUTION OF DISPUTES

The Terms and Condition of this e-auction shall prevail in case of any dispute arising out of the same and any dispute directly or indirectly connected with the same, the decision of MSTC / Coimbatore Murugan Mills , Coimbatore shall be final.

#### 11. FORCE MAJURE

In case of any circumstances beyond the control of the Coimbatore Murugan Mills, Coimbatore /MSTC such as natural calamity, riot, strike, war, quarantine, fire or any act of circumstances of force majeure, the contract time shall be extended to the extent of destruction / shortfall / damage arising due to the above cause. Coimbatore Murugan Mills /MSTC shall inform the quantum of such deficit to the bidder within 7 days.

#### 12. JURISDICTION

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

#### 13. CONDITIONS OF DELIVERY:

- Loading and delivery will be on H1 bidder's account and shall be permitted only during working hours on working days after giving advance intimation to the Mill General Manager/ Official.
- Names of authorized representatives, supervisors and working force shall be declared by the bidder and names, photos, designations etc., shall be made available to mill at the time of dispatch.
- Coimbatore Murugan Mills will not provide accommodation for the personnel of bidder. The bidder has to make his own arrangements for the same.
- The bidder shall abide by and will be responsible to follow all the Labour Laws in respect of
  persons engaged by them. Coimbatore Murugan Mills shall not be responsible for any claim
  raised by their personnel in respect of the e-auctions. The statutory safety measures shall
  be applicable during the entire contract period.

- Necessary safety precautions as per safety rules and regulations to be taken by the bidder.
- The rules and regulations of the concerned mill should be strictly followed by the bidder.
- The bidder shall comply with all statutory provisions as applicable/amended from time to time.
- The insurance risk will be on bidder's account and will start from the moment the fabric is loaded into bidder's truck. In case, if any fire/theft/mishap take place after loading of the fabric into the bidder's truck till its weighment (at the weighbridge outside the godown premises) the insurance claim will have to be settled by the bidder's insurance company.
- As regards weighment of bags there will be in house (within mill premises) weighing as well
  as third party weighing in the presence of mill's committee and whichever is higher will be
  considered as the final invoice weight.
- Delivery of fabric will be based on "as is where is and as is what is basis" and no repacking of material will be done.
  - Coimbatore Murugan Mills, Coimbatore is not liable for any kind of quality complaints in future and no such claims will be entertained.

#### **INTEGRITY PACT**

#### **Between**

#### COIMBATORE MURUGAN MILLS hereinafter referred to as "The Principal"

Herein after referred to as		Herein after referred	to as
	Herein after referred to as	"The Bidder/Contractor"	

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for											
						_ to .				_ The Princ	ipal
Values full	Values full compliance with all relevant laws of the land, rules, regulations, economic use of							c 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 E-AUCTION 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 E-AUCTION 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 E-AUCTION process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the E-AUCTION 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 E-AUCTION process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- 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 E-AUCTION 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 E-AUCTION 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 E-AUCTION 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 cartelization 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 E-AUCTIONers" 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 E-AUCTIONers" 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 E-AUCTION 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 E-AUCTION 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 E-AUCTION 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 E-AUCTION process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the E-AUCTION 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 E-AUCTION 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. INDEPENDENT EXTERNAL MONITORS NTC has appointed Smt. Archana Pandey Tiwari, IRS (Retd) and Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank as Independent External Monitors (IEMs), with the approval of Chief Vigilance Commission for implementation of Integrity Pact.
- 7. IEMs commenced their services to the Company from 23rd March, 2021.
- 8. CONTACT DETAILS OF INDEPENDENT EXTERNAL MONITORS(IEMs)

- a. **Smt. Archana Pandey Tiwari, IRS** (Retd) Address C-32, Nangal Dewat, -Vasant Kunj, New Delhi -70, Email -ampandey2001@yahoo.com
- b. **Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank** Address PlotNo. 29, Second Floor, -Sector-12A, Dwarka, New Delhi 110078, Email sr.bansal123@gmail.com
- 9. 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.
- 10. 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.
- 11. 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. 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	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 intenti-	ons.
6.	In the event of any contradiction	n between the Integrity Pact and its Annexure, the
	Clause in the Integrity Pact will pr	evail.
(F	or & On behalf of the Principal)	(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) E-AUCTION and limited E-AUCTION. 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 E-AUCTIONers 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 E-AUCTIONer that the commission / remuneration if any, payable to his agents/representatives in India, may be paid by NTC in Indian Rupees Only.
- 2.2 E-AUCTIONers 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 E-AUCTION either directly or through the agents/representatives.
- 2.2.2 The amount of commission/remuneration included in the price(s) quoted by the E-AUCTIONer for himself.
- 2.2.3 Confirmation of the foreign principals of the E-AUCTIONer that the commission/remuneration , if any, reserved for the E-AUCTIONer 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 E-AUCTION 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.

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#### **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 E-AUCTIONing 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 E-AUCTIONed, 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.
- 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 E-AUCTION/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.
- 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 E-AUCTION Enquiries or Limited E-AUCTION Enquiries till the period mentioned in the order.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

#### 9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of 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/Contactors, 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 E-AUCTION/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 E-AUCTION 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.

## Address and Contact Number of Coimbatore Murugan Mills, Coimbatore.

SI. No.	Name of Mill	Name of Mill GM/in-charge	Contact Number	Address of mill
1	Coimbatore Murugan Mills	Shri A.M. Ramakrishnan		Post Box No. 7004, Mettupalayam Road, Coimbatore – 641 043

Grey and Processed Fabric SL, Seconds and FRC available stock at Coimbatore Murugan Mills, Coimbatore.

**Encl: Excel Sheet Enclosed.**