

## National Textile Corporation Ltd.

### REQUEST FOR PROPOSAL (RFP)

#### SECTION 1: NOTICE INVITING PROPOSAL

The NTC, a Government of India Undertaking, invites proposals from reputed consultancy firms/ agencies for preparation of a comprehensive Detailed Project Report (DPR) for establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand under the CSR initiative of Coal India Limited (CIL).

The proposed project envisages establishment of a professionally managed composite unit with employment potential of approximately 1,500 workers, with a focus on generating sustainable livelihood opportunities in coal mining affected regions.

The selected consultant shall undertake preparation of a detailed DPR and implementation roadmap for the project.

Interested eligible bidders may submit proposals in accordance with the terms and conditions specified in this RFP.

#### 1.1 Critical Information Sheet

<u>Particulars</u>	<u>Details</u>
Name of Assignment	Selection of Consultancy Agency for Preparation of DPR for establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand
Tender Inviting Authority	National Textile Corporation Ltd.
Project Stakeholders	National Textile Corporation Ltd. and CIL
Method of Selection	Quality and Cost Based Selection
Technical: Financial Weightage	70 : 30
RFP Issue Date	08.07.26
Pre-bid Meeting	15.07.26
Bid Submission Due Date	29.07.26
Opening of Technical Bids	30.07.26

Opening of Financial Bids	To be intimated later to technically qualified parties
Bid Validity	180 days
Earnest Money Deposit (EMD)	Rs 2,00,000 ( MSMEs shall be exempted as per Gol guidelines on submission of MSME certificate) to be submitted in form of DD in favour of “ National Textile Corporation Ltd.” Payable at New Delhi.
Performance Security	Rs 2,00,000
Duration of Assignment	3 months
Mode of Submission	'Two bid system with technical and financial bids sealed separately on or before due date. The bidder should put these two sealed envelopes in a bigger envelop duly sealed and submit the same in the Tender Box placed at the reception of NTC Coporate Office, New Delhi. The bids should be addressed to :  General Manager ( Retail/Marketing) NTC Ltd Core IV, Scope Complex New Delhi -110003 Email : jhariaproject@ntcltd.org

## **SECTION 2: BACKGROUND AND PROJECT CONTEXT**

### **2.1 Background**

Coal India Limited (CIL), through its Corporate Social Responsibility (CSR) initiatives, intends to promote sustainable livelihoods and employment generation in coal mining affected areas in Jharia, Dhanbad district of Jharkhand.

The region faces socio-economic challenges including dependence on unsafe informal employment, low-income opportunities, poor living conditions and limited access to organized industrial employment. The textile and apparel sector, being labour intensive and employment oriented, presents a significant opportunity for generation of formal and sustainable employment, especially for women and semi-skilled workers.

In this context, CIL has proposed establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad in collaboration with National Textile Corporation (NTC) as the principal implementing stakeholder and asset custodian.

The project is proposed to be implemented through a multi-stakeholder institutional framework wherein:

- CIL shall provide CSR funding and ecosystem support;
- NTC shall act as project custodian and asset owner;
- Operations shall be managed by a NTC having market linkages and operational expertise.

The NTC intends to engage a reputed consultancy firm for preparation of a comprehensive and detailed DPR and implementation support.

## **2.2 Objective of the Assignment**

The broad objective of the assignment is to prepare a comprehensive, implementation-ready and detailed DPR for the establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Jharkhand with capacity to employ approximately 1,500 workers.

### **The DPR shall provide:**

- Market-linked and financially viable business model
- Technical feasibility and infrastructure planning
- Institutional and governance structure
- Financial projections and sustainability assessment
- Implementation and operational roadmap

## **SECTION 3: SCOPE OF WORK**

The selected consultant shall undertake the following activities:

### **Phase I – Project Assessment**

#### **3.1 Project Structuring**

- Assessment of project concept and implementation model;
- Recommended ownership and governance structure;
- Organization and institutional framework;
- Capacity planning and phased ramp-up;

#### **3.2 Market Assessment**

- Demand assessment for domestic and export markets;

- Product category analysis including yarn, fabric, garments and other related products;
- Supply chain assessment;
- Competitive benchmarking;
- Assessment of government and PSU procurement opportunities.

### **3.3 Technical Assessment**

- Infrastructure requirement assessment;
- Land and building requirements;
- Utility assessment including power, water and logistics;
- Technology and machinery assessment;
- Workforce planning and skill assessment.

### **3.4 Preliminary Financial Assessment**

- Preliminary capital expenditure estimates;
- Operating cost assessment;
- Revenue assumptions;
- Preliminary financial viability assessment;
- SWOT analysis.

### **Deliverables under Phase I**

- Conceptual project structure;
- Preliminary financial and economic assessment;
- SWOT analysis and recommendations.

### **Phase II – Detailed Project Report (DPR)**

#### **3.7 Detailed Technical Feasibility**

- Detailed project rationale and implementation framework;
- Capacity and production planning;
- Plant and machinery specifications;
- Infrastructure and utility planning;
- Human resource and skill development framework;
- Environmental and social considerations.

#### **3.8 Financial and Economic Analysis**

- Detailed CAPEX and OPEX estimation;
- Revenue projections;
- Profitability analysis;

- Break-even analysis;
- Internal Rate of Return (IRR), Net Present Value (NPV) and Debt Service Credit Ratio (DSCR) analysis;
- Ten-year projected financial statements;
- Sensitivity analysis.

### 3.9 Risk and Sustainability Assessment

- Identification of project risks;
- Risk mitigation framework;
- Sustainability and Environmental, Social, and Governance considerations  
Institutional governance recommendations.

### 3.10 Implementation Roadmap

- Phased implementation strategy;
- Procurement and execution plan;
- Project timelines and milestones;
- Operationalization roadmap;
- Monitoring and evaluation framework.

### Deliverables under Phase II

- Bankable DPR
- Financial model in editable format
- Risk assessment framework
- Implementation roadmap
- Presentation to NTC

## SECTION 4: DELIVERABLES AND TIMELINES

Phase	Deliverable	Timeline
Phase I	Inception Report & Pre-feasibility Report (Phase I)	Within 1 months from date of award
Phase II (A)	Draft DPR & Financial Model (Phase II)	Within 2.5 months from date of award
Phase II (B)	Final DPR (Phase II)	Within 3 months from date of award

The consultant shall make periodic presentations before the NTC during the course of the assignment.

## SECTION 5: ELIGIBILITY CRITERIA

### 5.1 Eligibility Conditions

The bidder shall fulfil the following minimum eligibility criteria:

S. No.	Criteria	Supporting Documents
1	Bidder should be a company/ LLP/ partnership firm incorporated in India	Certificate of Incorporation/ Registration
2	Bidder should have minimum 10 years of experience in consulting as on 31.03.26.	Self-certification and company profile
3	Bidder should have undertaken at least 3 assignments in textile/ apparel/ manufacturing sector DPRs during last 7 years (up to 2025-26)	Work orders/ completion certificates
4	Bidder should have average annual turnover of at least Rs. 10 Crores during last 3 financial years (up to 2025-26)	CA certified turnover certificate
5	Bidder should have positive net worth during last 3 financial years (up to 2025-26)	P&L and balance sheet
6	Bidder should not be blacklisted by any Central/ State Government entity/ PSU	Self-declaration
7	Bidder should have experience in industrial project feasibility and financial modelling	Project credentials

### 5.2 Consortium

Consortium bidding shall not be permitted.

## SECTION 6: TEAM COMPOSITION

The bidder shall propose a multidisciplinary team including, but not limited to, the following key experts:

Sl. No.	Position	Minimum Qualification	Minimum Experience	Indicative Role
1	Team Leader/ Project Director	MBA / Engineering / Management	15+ years	Overall project management and coordination
2	Textile & Apparel Manufacturing	Degree in Textile/ Apparel	12+ years	Manufacturing planning and

	Expert	Technology		technical feasibility
3	Industrial Engineering & Productivity Expert	Industrial/ B.Tech Textile Engineering	10+ years	Productivity modelling and factory layout
4	Financial & Commercial Expert	CA/CFA/MBA Finance	10+ years	Financial viability and projections
5	Infrastructure & Utilities Expert	Civil/ Mechanical/ Electrical Engineering	10+ years	Infrastructure and utilities planning
6	Market & Supply Chain Expert	MBA/ International Business / Economics	10+ years	Market assessment and buyer linkages
7	ESG / Sustainability Expert	Graduate and above	7+ years	ESG and sustainability framework
8	MIS & Data Analytics Expert	Graduation in Statistics/ Data Analytics	5+ years	Data analytics and MIS framework

## 6.1 Evaluation of Team Composition

The proposed team shall be evaluated based on:

- Qualification of experts;
- Relevant sectoral experience;
- Experience in textile/ apparel projects;
- Experience in Government/ PSU assignments;
- Experience in industrial DPR preparation;

## SECTION 7: INSTRUCTIONS TO BIDDERS

### 7.1 General Instructions

- The bidders are advised to study all instructions, forms, terms and requirements carefully.
- Submission of proposal shall be deemed to have been made after careful examination of the RFP.

- The proposal shall be unconditional.
- All correspondence and documents shall be in English language.
- All pages of the proposal shall be signed by authorized signatory.
- The NTC reserves the right to reject any or all proposals without assigning any reason.

## **7.2 Availability of RFP Document**

The RFP document shall be available on:

- National Textile Corporation Ltd. Website: [www. ntcltd.org](http://www.ntcltd.org)
- Central Public Procurement Portal (CPPP);
- GeM/e-procurement portal.

The bidder shall regularly check for corrigenda/addenda.

## **7.3 Clarifications and Pre-bid Meeting**

Bidders may submit queries within timelines specified in the Critical Information Sheet.

The NTC will organize a pre-bid meeting. Responses to queries and corrigendum shall be uploaded on the official portal.

## **7.4 Amendment of RFP**

The National Textile Corporation Ltd. may amend the RFP by issuing corrigendum/addenda before the proposal due date. Such amendments shall form part of the RFP.

## **7.5 Preparation of Proposal**

The proposal shall comprise:

### **A. Technical Proposal**

The Technical Proposal shall contain:

1. Covering Letter;
2. Firm Profile;
3. Certificate of Incorporation/ Registration;
4. Understanding of Assignment;
5. Methodology and Work Plan;
6. Relevant Experience;
7. Team Composition and CVs;
8. Financial Capacity Documents;
9. Undertakings and Declarations.

10. Any other document to assess the eligibility as mentioned in para 5.1

## **B. Financial Proposal**

The Financial Proposal shall contain:

1. Total consultancy fee;
2. GST

### **7.6 Submission of Proposal**

1. Technical and Financial Proposals shall be submitted separately.
2. Financial Proposal shall not be included in Technical Proposal.
3. Proposals shall be submitted along-with all the relevant documents duly signed and stamped.
4. Late proposals shall not be considered.
5. Submission through portal (eg: GeM)

### **7.7 Earnest Money Deposit (EMD)**

1. The bidder shall furnish EMD of Rs. 2,00,000.
2. EMD shall be submitted in prescribed form.
3. EMD of unsuccessful bidders shall be refunded
4. EMD may be forfeited if bidder withdraws proposal or fails to sign agreement.

### **7.8 Performance Security**

The selected bidder shall furnish Performance Security equivalent to Rs 2,00,000 or 5% of contract value whichever is higher within one week of receipt of work order/Lol. The validity of the same shall be six months from the date of submission.

### **7.9 Proposal Validity**

The proposal shall remain valid for 180 days.

### **7.10 Fraudulent Practices**

The National Textile Corporation Ltd. requires bidders to observe highest standards of ethics.

Any bidder indulging in corrupt, fraudulent, coercive or collusive practices shall be disqualified.

## **SECTION 8: EVALUATION METHODOLOGY**

## 8.1 Evaluation Process

The evaluation shall be conducted in four stages:

### Stage I – Preliminary Scrutiny

The proposals shall be checked for:

- Completeness;
- Eligibility compliance;
- EMD submission.

### Stage II – Technical Evaluation

Technical Proposals shall be evaluated on the basis of eligibility conditions mentioned in para 5.1 and the following:

- Approach and Methodology
- Work plan;
- Key Experts Experience.

### Stage III – Financial Evaluation

Financial Proposals of technically qualified bidders shall be opened.

### Stage IV – Combined Evaluation

Final ranking shall be based on QCBS (70: 30) methodology.

## 8.2 Technical Evaluation Criteria

Criteria ( to be adjudged upto 31.03.26)	Maximum Marks
Past Experience of the Firm	10
Experience in Similar Assignments	10
Turnover during last 3 financial years	20
Approach and Methodology	20
Work plan	*20
Key Experts Experience.	20
Total	100

**Note: Highest marks in each category shall be awarded to the bidder having maximum experience above the minimum eligibility criteria and other bidders shall be allotted marks proportionately.**

### 8.3 Minimum Qualifying Marks

Bidders securing minimum 70 marks shall qualify for financial evaluation.

### 8.4 Financial Evaluation Criteria

Financial Score = (Lowest Financial Quote / Bidder Financial Quote) × 100

### 8.5 Combined Evaluation Criteria

Combined Score = (0.70 × Technical Score) + (0.30 × Financial Score)

### 8.6 Right to Accept or Reject Proposal

The NTC reserves the right to:

- Accept or reject any proposal;
- Annul the selection process;
- Reject all proposals;
- Modify scope of work.

## SECTION 9: PAYMENT TERMS

### 9.1 Consultancy Fee

The consultancy fee shall be quoted on lump-sum basis inclusive of all professional charges and incidental expenses including travel, Boarding and lodging; Local conveyance; Data collection; Printing/ documentation; Stakeholder consultations; Workshops and meetings etc. GST shall be paid extra as applicable.

No separate reimbursement shall be admissible unless specifically approved in writing by the National Textile Corporation Ltd.

### 9.2 Milestone-based Payment Schedule

Milestone	Deliverable	Payment
Milestone 1	Inception Report & Pre-feasibility Report (Phase I)	30%
Milestone 2	Draft DPR & Financial Model (Phase II)	30%
Milestone 3	Final DPR (Phase II)	40%
Total		100%

## SECTION 9.3: CONDITIONS FOR RELEASE OF PAYMENT

1. Payments shall be released only upon submission and acceptance of the respective deliverables by the NTC.
2. The Consultant shall submit invoices along with:
  - a. Approved deliverables;
  - b. Supporting documents, wherever applicable;
  - c. Attendance/ visit records, if sought;
  - d. Applicable statutory documents.

The National Textile Corporation Ltd. reserves the right to seek revisions, clarifications or additional information before approval of any deliverable.

3. Applicable statutory deductions including TDS shall be made as per prevailing Government rules.
4. GST shall be reimbursed only upon submission of valid GST invoice and proof of compliance with statutory requirements.
5. No advance payment shall be made unless specifically approved by the competent authority.
6. No escalation in consultancy fee shall be admissible during the contract period.
7. In case of unsatisfactory performance or delay attributable to the Consultant, the NTC may:
  - i. Withhold payments;
  - ii. Impose liquidated damages;
  - iii. Seek replacement of experts;
  - iv. Terminate the contract.
8. Payment shall be released within reasonable time after acceptance of deliverables and submission of complete documentation.

#### **SECTION 9.4: PENALTY FOR DELAY**

1. In case of delay in submission of deliverables attributable to the Consultant, liquidated damages may be imposed.
2. The liquidated damages shall be:
  - a. 0.5% of contract value per week of delay;
  - b. Subject to maximum 10% of total contract value.
3. Delays due to force majeure or reasons attributable to the NTC shall not attract penalties.
4. Repeated delays may lead to:
  - a. Withholding of payments;
  - b. Reduction in scope;
  - c. Termination of contract.

#### **SECTION 10: GENERAL CONDITIONS OF CONTRACT**

## **10.1 Commencement of Services**

The Consultant shall commence services within 15 days from:

- Issuance of Letter of Award (LoA); or
- Signing of Contract Agreement, whichever is earlier

## **10.2 Obligations of the Consultant**

The Consultant shall:

1. Perform services with due diligence, efficiency and economy;
2. Deploy qualified and experienced personnel;
3. Maintain highest standards of professional ethics and integrity;
4. Coordinate effectively with:
  - a. National Textile Corporation (NTC);
  - b. Coal India Limited (CIL);
  - c. State Government agencies;
  - d. Other stakeholders.
5. Undertake site visits, stakeholder consultations and field assessments;
6. Submit deliverables within stipulated timelines;
7. Maintain proper records and documentation related to the assignment;
8. Ensure quality assurance of all outputs and reports.

## **10.3 Obligations of the Client**

The NTC shall:

1. Facilitate access to available project-related information;
2. Coordinate with concerned agencies and stakeholders;
3. Review submissions and provide comments within reasonable time;
4. Facilitate meetings and consultations, wherever necessary.

## **10.4 Confidentiality**

1. The Consultant shall maintain confidentiality of all project information, documents, reports and data.
2. The Consultant shall not disclose any confidential information to third parties without prior written approval of the NTC.
3. The confidentiality obligation shall survive completion or termination of the contract.

## **10.5 Intellectual Property Rights**

1. All studies, reports, designs, databases, models and outputs prepared under the assignment shall become property of the NTC.

2. The Consultant shall not use the outputs for purposes unrelated to the assignment without prior written approval.
3. All intellectual property generated under the assignment shall vest with the NTC.

#### **10.6 Conflict of Interest**

1. The Consultant shall avoid any conflict of interest during execution of the assignment.
2. The Consultant shall disclose any actual or potential conflict immediately.
3. The NTC reserves the right to terminate the contract in case of material conflict of interest.

#### **10.7 Assignment and Sub-contracting**

1. The Consultant shall not assign or sub-contract the assignment without prior written approval of the NTC.
2. Any approved sub-contracting shall not relieve the Consultant of contractual obligations.

#### **10.8 Replacement of Key Experts**

1. Replacement of key experts shall ordinarily not be permitted.
2. Replacement may be considered only under exceptional circumstances including:
  - a. Death;
  - b. Medical incapacity;
  - c. Resignation;
  - d. Force majeure circumstances.
3. Replacement personnel shall possess equal or higher qualifications and experience.
4. Replacement shall require prior written approval of the NTC.

#### **10.9 Liquidated Damages**

1. In case of delay attributable to the Consultant, liquidated damages shall apply as specified in Section 9.4.
2. The NTC may recover such damages from:
  - a. Pending payments;
  - b. Performance Security;
  - c. Any other dues payable.

#### **10.10 Suspension of Services**

The NTC may suspend services wholly or partly in writing due to:

- Non-performance;
- Breach of contract;
- Public interest considerations;
- Administrative reasons.

The Consultant shall take immediate steps to minimize expenditure during suspension period.

## **10.11 Termination of Contract**

### **A. Termination by NTC**

The NTC may terminate the contract by written notice in case of:

1. Persistent delay in deliverables;
2. Failure to perform obligations;
3. Misrepresentation or submission of false information;
4. Insolvency or bankruptcy;
5. Corrupt or fraudulent practices;
6. Conflict of interest adversely affecting assignment.

### **B. Termination by Consultant**

The Consultant may terminate the contract if:

- The NTC fails to full fill material contractual obligations;
- Payments are withheld unreasonably for prolonged duration.

## **10.12 Force Majeure**

1. Neither party shall be liable for failure to perform obligations due to force majeure events including:
  - a. Natural disasters;
  - b. War;
  - c. Civil unrest;
  - d. Epidemics/pandemics;
  - e. Government restrictions.
2. The affected party shall notify the other party promptly.
3. Timelines may be extended appropriately in such cases.

## **10.13 Dispute Resolution**

1. The parties shall first attempt amicable settlement of disputes.
2. In case disputes remain unresolved, the matter shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 as amended time to time.

3. Venue of arbitration shall be New Delhi.
4. Proceedings shall be conducted in English language.

#### **10.14 Governing Law**

The contract shall be governed by laws of India.

#### **10.15 Jurisdiction**

Courts at New Delhi shall have exclusive jurisdiction.

#### **10.16 Integrity Pact**

Consultant shall execute Integrity Pact in prescribed format.

#### **10.17 Inspection and Audit**

1. The NTC or authorized agencies may inspect and audit records related to the assignment.
2. The Consultant shall provide full cooperation during inspection/audit.
3. Relevant records shall be maintained for minimum period prescribed under applicable rules.

### **SECTION 11: DATA SHEET**

<b>Particulars</b>	<b>Details</b>
Name of Assignment	Selection of Consultancy Agency for Preparation of DPR
Client	National Textile Corporation Ltd.
Implementing Agency	National Textile Corporation (NTC)
Project Location	Jharia, Dhanbad, Jharkhand
Method of Selection	QCBS (70:30)
Proposal Validity	180 Days
EMD Amount	Rs. 2,00,000/-
Performance Security	Rs 2,00,000 or 5% of Contract Value whichever is higher
Assignment Duration	3 months
Currency	Indian Rupees
Language	English
Arbitration Venue	New Delhi

## **SECTION 12: ANNEXURES**

- **Annexure I – Covering Letter**
- **Annexure II – Technical Proposal Formats**
- **Annexure III – Financial Proposal Formats**
- **Annexure IV – Draft Contract Agreement**
- **Annexure V – Performance Bank Guarantee**
- **Annexure VI – Power of Attorney**
- **Annexure VII – Checklist for Bid Submission**
- **Annexure VIII – Integrity Pact.**

## **DISCLAIMER:**

- The Introduction and Overview provided herein are purely indicative in nature. Bidders/Consultant are advised to refer to the annual reports and other relevant information pertaining to the PSUs available in the public domain for a comprehensive understanding.
- The information contained in this RFP, or subsequently provided to the Bidders/Consultant in any form, whether oral, written, electronic, or otherwise, by or on behalf of the PSUs, is furnished solely on the terms and conditions set forth in this RFP and subject to such additional terms and conditions under which such information may be provided.
- This RFP does not purport to contain all information that a Bidder may require. Each Bidder shall, at its own cost and expense and without any claim for reimbursement, undertake its own investigations, analyses, and due diligence, and independently verify the accuracy, adequacy, reliability, and completeness of the information contained herein. Bidders/Consultant are encouraged to seek independent professional advice wherever considered necessary.
- Neither the PSUs nor any of their employees, officers, representatives, or advisors shall be liable to any Bidder or any other person under any law, including the law of contract, tort, restitution, unjust enrichment, or otherwise, for any loss, cost, expense, damage, or liability arising out of or in connection with this RFP, any information contained herein, the selection process, the award of the Contract, or any other information provided by or on behalf of the PSUs.
- While every reasonable effort has been made to ensure the accuracy of the information contained in this RFP, no representation or warranty, express or implied, is made regarding the completeness, accuracy, adequacy, or reliability of the contents of this document. Accordingly, the PSUs and their employees expressly disclaim any responsibility or liability in relation thereto.
- The PSUs reserve the right, at their sole discretion and without assigning any reason, to amend, modify, supplement, vary, or withdraw any provision of this RFP. Any such amendment or clarification shall be communicated to all Bidders/Consultant or made available through the official website of the PSUs. Any subsequent written communication issued by the PSUs shall prevail over the information contained in this RFP to the extent of any inconsistency.

- The information contained in this RFP covers a broad range of matters, some of which may involve interpretations of applicable laws and regulations. Such information is not intended to constitute a complete or authoritative statement of law or statutory requirements. The PSUs shall not be liable for any consequence arising from reliance placed by any Bidder on the information contained herein, whether due to negligence or otherwise.
- The PSUs may, at their absolute discretion and without any obligation to do so, update, revise, amend, supplement, or modify any information, assessment, assumption, or statement contained in this RFP.
- The PSUs reserve the right to accept or reject any or all Proposals received pursuant to this RFP, at any stage of the selection process, without assigning any reason whatsoever and without incurring any liability towards any Bidder. The decision of the Evaluation Committee of the PSUs shall be final, binding, and conclusive upon all Bidders/Consultant and other persons associated with the bidding process.
- The PSUs reserve the right to engage, appoint, or retain any legal advisor, consultant, or professional firm of their choice in connection with the Proposed Assignment, as may be deemed necessary.

## Annexure – I

Date: xx.xx.2026

To:  
GM ( Retail/Marketing)  
National Textile Corporation  
Scope Complex, Core-IV, 7, Lodhi Road, New Delhi - 110003

**Subject: Submission of Technical and Financial Proposal for Preparation of Detailed Project Report (DPR) for Establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand for National Textile Corporation (NTC) under CSR Initiative of Coal India Limited (CIL)**

Dear Sir/Madam,

We are pleased to submit our Technical Proposal and Financial Proposal for the assignment titled Preparation of Detailed Project Report (DPR) for Establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand for National Textile Corporation (NTC) under CSR Initiative of Coal India Limited (CIL) in response to your Request for Proposal (RFP)/ Terms of Reference.

Having carefully reviewed the requirements, scope of work and evaluation criteria, we confirm our interest and commitment to delivering the assignment in accordance with the specifications outlined in the solicitation documents. Our proposal presents our understanding of the assignment, proposed methodology, work plan, team composition, relevant experience and financial offer.

We hereby certify that the information provided in our submission is complete and accurate. We further confirm that our organization has no conflict of interest concerning this assignment.

We appreciate the opportunity to participate in this procurement process and look forward to the possibility of working with your esteemed organization. Should you require any additional information or clarification regarding our proposal, please do not hesitate to contact us.

Thank you for your consideration.

Yours sincerely,

[Name of Authorized Representative]  
[Designation]  
[Company Name]  
[Address]  
[Telephone]  
[Email Address]  
**Authorized Signature**

## Annexure - II

### TECHNICAL PROPOSAL FORMAT

#### A - Consultant's Organisation

Provide here a brief description of the background and organization of your company

#### B - Consultant's Experience

1. List only previous similar assignments successfully completed for the period required in the Terms of Reference.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual Personnel working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Personnel themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Role on the Assignment</b>
Date: from – To (DDM MYY)	[e.g., 'Improvement quality of.....': designed master plan for rationalization of .....;]	[e.g., Ministry of ....., country]	[e.g., Lead partner in a JVCA A&B&C]

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Role on the Assignment</b>
Date: from – To (DDMMYY)	[e.g., 'Support to sub-national government...': drafted secondary level regulations on.....]	[e.g., municipality of....., country]	[e.g., sole Consultant]

## DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Please provide a brief description of the technical approach, methodology and work plan for performing the assignment.

Suggested structure of your Technical Proposal

- a) Technical Approach and Comments on the ToR
  - b) Work Plan and Deliverables
  - c) Team Composition, experience and Personnel Inputs.
- 
- a) **Technical Approach and Comments on the TOR.** Please briefly explain the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please describe your proposed modifications or improvement to the TOR (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Please do not repeat/copy the TORs in here.
  - b) **Work Plan and Deliverables.** Please outline the plan for the implementation of the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones, a list of the final documents (including reports) to be delivered as final output(s) should be included here and their tentative delivery dates.
  - c) **Team Composition, experience and Personnel Inputs.** Please describe the structure and composition of your team and their proposed inputs per each deliverable as per the work plan.

## Curriculum Vitae (CV)

<b>Position Title and No.</b>	[e.g., K-1, TEAM LEADER]
<b>Name:</b>	[Insert full name]
<b>Date of Birth:</b>	[day/month/year]
<b>Country of Citizenship/Residence:</b>	

**Education:** *[List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]*

**Employment record relevant to the assignment:**

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  <i>For references: Tel...../e-mail.....; Contact Name, Title/Position]</i>		

**Language skills:**

<i>Language</i>	<i>Reading</i>	<i>Speaking</i>	<i>Writing</i>

**Membership of professional bodies:**

**Other relevant skills (e.g. computer literacy, etc.):**

**Publications:**

**Certification:**

The undersigned certify that to the best of my knowledge, these data are authentic as per my knowledge and records. I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to disqualification or dismissal of the project.

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Name of Personnel	Signature	Date
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Name of authorised representative of the firm	Signature	Date
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## Annexure – III

### FINANCIAL PROPOSAL

**Instructions:**

Contract Type and Schedule of Payment

Financial Proposal Submission Form *(to be completed and signed)*

## INSTRUCTIONS

### SCHEDULE OF PAYMENT

The applicable contract General Terms and Conditions for Consulting Services, included in this RFP are:

**Lump Sum Inclusive of all Expenses** - The total contract amount shall be fixed lump sum including all the costs provided and GST.

**FINANCIAL PROPOSAL SUBMISSION FORM**

Date: XX.XX.XXXX

To: NTC Ltd.,

Dear Sir,

We, the undersigned, offer to provide the consulting services for “Preparation of Detailed Project Report (DPR) for Establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand for National Textile Corporation (NTC) under CSR Initiative of Coal India Limited (CIL).” in accordance with your Request for Proposal dated XX.XX.XXXX and our Technical Proposal. We are hereby submitting our Financial Proposal, in a separate file.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal of 180 days from the proposal submission deadline.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

[Name of Authorized Representative]  
[Designation]  
[Company Name]  
[Address]  
[Telephone]  
[Email Address]

**Authorized Signature**

## SUMMARY OF COSTS

Provide a **Summary of Costs** per the following format:

TOTAL PROJECT COST	
LUMPSUM COST	AMOUNT
GST	
TOTAL*	

**Note: The Total Project Cost in the table above is the proposal price. This cost will be used for the purpose of proposal evaluation.**

## **Annexure – IV**

### **CONTRACT AGREEMENT**

**For Preparation of Detailed Project Report (DPR) for Establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand for National Textile Corporation (NTC) under CSR Initiative of Coal India Limited (CIL)**

#### **Parties**

National Textile Corporation Limited ('NTC') and the selected Consultant.

#### **ARTICLE 1 – PURPOSE OF THE AGREEMENT**

This Agreement is entered into for engaging the Consultant to undertake all activities necessary for the preparation of a comprehensive, bankable and implementation-ready Detailed Project Report (DPR) for Establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand. The assignment shall also include assessment of commercial viability, technical feasibility, institutional arrangements, identification and evaluation of suitable operating partners, development of an implementation framework and preparation of financial and operational models necessary to support investment decisions and project execution. The Consultant shall perform the Services in accordance with the highest professional standards and in conformity with the requirements of NTC, Coal India Limited and the Ministry of Textiles.

#### **ARTICLE 2 – DEFINITIONS**

For purposes of this Agreement:

'Agreement' means this Consultancy Agreement together with all annexures, schedules and amendments.

'Client' means National Textile Corporation Limited.

'Consultant' means the consulting firm selected for execution of the assignment.

'Coal India Limited' or 'CIL' means Coal India Limited, the project funding agency under its Corporate Social Responsibility programme.

'Project' means the proposed composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand

'Services' means all consulting services required under this Agreement.

'DPR' means Detailed Project Report.

'Deliverables' means all reports, studies, presentations, databases, financial models, recommendations and outputs produced under this Agreement.

'Contract Price' means the total remuneration payable under this Agreement.

'Effective Date' means the date on which this Agreement is signed by both Parties.

#### **ARTICLE 3 – SCOPE OF SERVICES**

The Consultant shall undertake all investigations, assessments, consultations, analyses and professional services necessary for preparation of a bankable DPR for the proposed project. The Services shall include assessment of market opportunities across domestic, institutional and export segments; evaluation of technical and operational feasibility; assessment of manufacturing capacity, technology and infrastructure requirements; development of workforce planning and skill development

frameworks; identification and evaluation of suitable third-party operating partners; preparation of investment estimates and operating cost projections; development of financial forecasts and viability assessments; formulation of governance and institutional arrangements; identification of project risks and mitigation measures; and preparation of a detailed implementation roadmap. The Consultant shall also provide such presentations, clarifications and revisions as may be required by NTC during the course of the assignment.

#### **ARTICLE 4 – CONTRACT PERIOD**

The Consultant shall complete the Services within six (6) months from the Effective Date of this Agreement.

The Consultant acknowledges that timely completion of the assignment is of the essence and shall deploy adequate resources to ensure adherence to the agreed schedule. Any extension of time shall be granted only upon written approval of NTC and shall not automatically entitle the Consultant to any additional compensation.

#### **ARTICLE 5 – DELIVERABLES**

The Consultant shall submit an Inception Report within fifteen (15) days from the Effective Date detailing the proposed methodology, work programme, deployment schedule of experts and stakeholder engagement strategy.

Within two (2) months of the Effective Date, the Consultant shall submit a Project Concept Validation Report containing an assessment of market potential, manufacturing capacity framework, infrastructure requirements, location assessment and preliminary investment and viability estimates.

Within three (3) months of the Effective Date, the Consultant shall submit an Information Memorandum and Stakeholder Consultation Report documenting consultations undertaken and identifying potential operating partners for the proposed project.

Within four (4) months of the Effective Date, the Consultant shall submit an Evaluation Report containing assessment of prospective operators, recommended operating structure, governance mechanism and proposed business model.

Within five (5) months of the Effective Date, the Consultant shall submit a Draft DPR incorporating detailed technical, commercial, financial, environmental and social assessments.

Within six (6) months of the Effective Date, the Consultant shall submit a Final Bankable DPR incorporating all comments received from NTC, CIL, Ministry of Textiles and other stakeholders.

All deliverables shall be submitted in editable electronic format and in hard copy form as specified by NTC.

#### **ARTICLE 6 – CONTRACT PRICE**

In consideration of satisfactory performance of the Services, NTC shall pay the Consultant a fixed lump-sum fee of INR xxxx (Rupees xxxx Only) plus applicable GST.

The Contract Price shall be deemed to include all professional fees, salaries, overheads, travel expenses, boarding and lodging expenses, communication costs, data collection expenses, stakeholder consultation expenses, administrative expenses and all other costs necessary for performance of the Services. No escalation, variation or additional payment shall be admissible unless approved through a formal amendment to this Agreement.

## **ARTICLE 7 – PAYMENT TERMS**

Payment shall be linked to acceptance of deliverables by NTC and shall be made as follows:

<b>Milestone</b>	<b>Deliverable</b>	<b>Payment</b>
Milestone 1	Inception Report & Pre-feasibility report	25%
Milestone 2	Draft DPR & Financial Model	25%
Milestone 3	Final DPR	50%

Payments shall be released within thirty (30) days from written acceptance of the respective deliverable.

NTC shall have the right to withhold payment where a deliverable is incomplete, deficient or otherwise not in conformity with the requirements of this Agreement.

## **ARTICLE 8 – PERFORMANCE SECURITY**

The Consultant shall furnish a Performance Bank Guarantee equivalent to five percent (5%) of the Contract Price within fifteen (15) days from award of the contract. The Performance Security shall remain valid until ninety (90) days after completion of the Services and shall be released upon satisfactory completion of all contractual obligations.

## **ARTICLE 9 – CONSULTANT'S OBLIGATIONS**

The Consultant shall perform the Services with due diligence, efficiency and economy in accordance with internationally accepted professional standards. The Consultant shall deploy qualified and experienced personnel and shall remain solely responsible for the quality, accuracy and completeness of all deliverables. The Consultant shall comply with all applicable laws, regulations and professional standards and shall promptly notify NTC of any matter that may adversely affect performance of the Services.

## **ARTICLE 10 – KEY PERSONNEL**

The Consultant shall assign suitably qualified experts for execution of the assignment and shall not replace key personnel without prior written approval of NTC. Any replacement shall possess qualifications and experience equal to or better than those of the personnel originally proposed.

## **ARTICLE 11 – REVIEW AND ACCEPTANCE OF DELIVERABLES**

NTC shall review each deliverable within fifteen (15) working days of receipt. NTC may accept the deliverable, accept it subject to modifications, or reject it where material deficiencies exist. The

Consultant shall revise and resubmit the deliverable without additional cost. No deliverable shall be deemed accepted unless acceptance is communicated in writing by NTC.

#### **ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS**

All reports, studies, analyses, databases, financial models, presentations, drawings, documents and other materials prepared by the Consultant under this Agreement shall become the exclusive property of NTC. The Consultant shall not publish, disclose, reproduce or use any such material without prior written approval of NTC.

#### **ARTICLE 13 – CONFIDENTIALITY**

The Consultant shall maintain strict confidentiality with respect to all information obtained during performance of the Services and shall not disclose such information to any third party without prior written approval of NTC. This obligation shall survive for a period of two (2) years following completion or termination of this Agreement.

#### **ARTICLE 14 – CONFLICT OF INTEREST**

The Consultant represents that neither it nor its affiliates have any conflict of interest that may affect performance of the Services. Any actual or potential conflict of interest arising during execution of the assignment shall be disclosed immediately in writing to NTC. Failure to disclose such conflict shall constitute a material breach of this Agreement.

#### **ARTICLE 15 – FRAUD AND CORRUPTION**

The Consultant shall observe the highest standards of ethics and integrity. Any act of fraud, collusion, coercion, misrepresentation or improper inducement shall constitute grounds for immediate termination and may result in debarment from future assignments.

#### **ARTICLE 16 – FORCE MAJEURE**

Neither Party shall be liable for failure to perform its obligations where such failure is caused by events beyond its reasonable control, including natural disasters, war, civil disturbance, epidemics, governmental actions or other force majeure events. The affected Party shall notify the other Party within seven (7) days of occurrence of such event.

#### **ARTICLE 18 – SUSPENSION**

NTC may suspend all or part of the Services by written notice where circumstances so require. During suspension, the Consultant shall take all reasonable measures to minimise costs and protect work already completed.

#### **ARTICLE 19 – TERMINATION**

NTC may terminate this Agreement for convenience by providing fifteen (15) days written notice.

NTC may terminate this Agreement immediately in the event of material breach, persistent failure to perform, unsatisfactory performance, fraud, corruption, breach of confidentiality obligations or undisclosed conflict of interest.

Upon termination, the Consultant shall deliver all work completed up to the effective date of termination and shall be entitled only to payment for Services satisfactorily performed and accepted by NTC.

#### **ARTICLE 20 – INDEMNITY**

The Consultant shall indemnify and hold harmless NTC, CIL, Ministry of Textiles and Government of India against all claims, losses, damages, liabilities and expenses arising from negligence, wilful misconduct, breach of contractual obligations or infringement of intellectual property rights by the Consultant.

#### **ARTICLE 21 – LIMITATION OF LIABILITY**

Except in cases involving fraud, corruption, wilful misconduct, breach of confidentiality or intellectual property infringement, the aggregate liability of the Consultant shall not exceed three times the Contract Price.

#### **ARTICLE 22 – INSURANCE**

The Consultant shall maintain adequate professional indemnity insurance, employer liability insurance and workmen compensation insurance throughout the duration of the assignment.

#### **ARTICLE 23 – GOVERNING LAW**

This Agreement shall be governed and interpreted in accordance with the laws of India.

#### **ARTICLE 24 – DISPUTE RESOLUTION**

Any dispute arising out of or in connection with this Agreement shall first be resolved amicably through mutual consultation. If the dispute remains unresolved within thirty (30) days, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi and the proceedings shall be conducted in English. The arbitral award shall be final and binding upon the Parties.

#### **ARTICLE 25 – NOTICES**

All notices under this Agreement shall be in writing and delivered by hand, registered post, courier or electronic mail to the addresses designated by the Parties.

#### **ARTICLE 26 – ENTIRE AGREEMENT**

This Agreement, together with the Terms of Reference, Request for Proposal, Consultant's Technical Proposal, Financial Proposal, clarifications, schedules and amendments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and understandings relating to the subject matter hereof.

#### **ARTICLE 27 – SIGNATURES**

(IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives.)

**For National Textile Corporation Limited**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Consultant**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Witnesses**

1. \_\_\_\_\_

2. \_\_\_\_\_

## ANNEXURE – V

### PERFORMANCE BANK GUARANTEE

To

National Textile Corporation Limited (NTC)

### PERFORMANCE BANK GUARANTEE

Bank Guarantee No.: \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of National Textile Corporation Limited ('NTC') having awarded the Consultancy Agreement for Preparation of Detailed Project Report (DPR) for Establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand to M/s \_\_\_\_\_ (hereinafter referred to as the 'Consultant'), we, \_\_\_\_\_ Bank, having our registered office at \_\_\_\_\_, hereby irrevocably and unconditionally guarantee and undertake to pay NTC, on its first written demand and without demur, protest or contest, any amount not exceeding INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) being five percent (5%) of the Contract Value, in the event of any failure by the Consultant to perform or comply with its obligations under the Consultancy Agreement.

We agree that NTC shall be the sole judge of whether the Consultant has failed to perform its obligations and that our liability under this Guarantee shall be absolute and unconditional notwithstanding any dispute between NTC and the Consultant.

We further agree that NTC shall have the fullest liberty, without affecting this Guarantee, to vary any of the terms and conditions of the Agreement, extend the time for performance, or forbear from enforcing any of its rights against the Consultant, and we shall not be released from our liability by reason of any such variation or extension.

This Guarantee shall remain valid up to 180 days from the date of issue and shall continue to be enforceable until all obligations of the Consultant under the Agreement have been satisfactorily fulfilled. Any claim under this Guarantee must be received by us on or before the expiry date, failing which all rights under this Guarantee shall stand extinguished.

Not with standing anything contained herein:

- (a) Our total liability under this Guarantee shall not exceed INR \_\_\_\_\_ (Rupees \_\_\_\_\_ Only);
- (b) This Guarantee shall remain valid until \_\_\_\_\_;
- (c) We shall be liable to pay the guaranteed amount or any part thereof only if a written claim is received by us on or before the expiry date.

This Bank Guarantee shall be governed by the laws of India.

For and on behalf of

\_\_\_\_\_ Bank

Authorized Signatory

Name:

Designation:

Bank Seal

Date:

Witnesses:

- 1.
- 2.

## Annexure – VI

### POWER OF ATTORNEY (POA)

Know all persons by these presents that we, *[Name of Company]*, having our registered office at *[Address]*, do hereby appoint and authorize Mr./Ms. *[Name]*, *[Designation]*, as our lawful Attorney to act for and on our behalf in connection with the Request for Proposal (RFP) issued by National Textile Corporation Limited (NTC) for Preparation of Detailed Project Report (DPR) for Establishment of a composite unit including Spinning, Weaving, Dyeing and Garmenting facilities at Jharia, Dhanbad, Jharkhand for National Textile Corporation (NTC) under CSR Initiative of Coal India Limited (CIL)

The Attorney is authorized to sign and submit the Proposal, furnish information and clarifications, attend meetings and negotiations, correspond with NTC, Coal India Limited (CIL) and other authorities, and undertake all acts necessary in connection with the bidding process.

In the event of award of the Contract, the Attorney is further authorized to execute the Consultancy Agreement, submits Performance Security, sign amendments, undertakings and all other documents required for performance of the assignment.

We hereby ratify and confirm all acts lawfully done by the said Attorney pursuant to this Power of Attorney.

IN WITNESS WHEREOF, we have executed this Power of Attorney on this \_\_\_\_ day of \_\_\_\_\_, 2026.

For and on behalf of  
*[Company Name]*

(Signature)

Name:

Designation:

Witnesses:

1.

2.

Accepted

(Signature of Attorney)

Name:

Designation:

## **Annexure – VII**

### **Checklist for Bid Submission**

Offer by: \_\_\_\_\_

We have submitted our proposal to NTC in a sealed envelope to the address National Textile Corporation Ltd., Scope Complex, 7, Lodhi Road, New Delhi – 110003 as per terms and conditions detailed in the RFP essentially containing the following :

1. Covering letter
2. Technical bid
3. Financial bid
4. EMD
5. Integrity pact
6. Power of Attorney
7. Any other document to prove your eligibility.

**INTEGRITY PACT**

**Between**

**National Textile Corporation Limited (NTC)** hereinafter referred to  
as

**“The Principal”**

And

----- Herein after 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 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 Tenderers" 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 Tenderers" 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 NTC has appointed **Smt. Seema Bahuguna, IAS(Retd.)** and **Shri A.Vijay Anand,IRS,(Retd.)** as INDEPENDENT EXTERNAL MONITORS(IEMs)

W.E.F 17.12.2024.

**7. CONTACT DETAILS OF INDEPENDENT EXTERNAL MONITORS(IEMs)**

- a. **Smt. Seema Bahunguna, IAS (Retd.)**, Email Id: [bahugunaseema@gmail.com](mailto:bahugunaseema@gmail.com)
  - b. **Shri A. Vijay Anand, IRS (retd.)**, Email Id: [vijay\\_anand45@hotmail.com](mailto:vijay_anand45@hotmail.com), [vijayanand188@gmail.com](mailto:vijayanand188@gmail.com).
8. 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.
  9. 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.
  10. 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 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)  
Bidder/Contractor)

(For & On behalf of

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)