



**NATIONAL TEXTILE CORPORATION LIMITED (NTCL)
SOUTHERN REGIONAL OFFICE,
NTC HOUSE, 35-B, SOMASUNDARAM MILLS ROAD,
COIMBATORE – 641009
TEL NO: 0422-2236547
EMAIL: ntcsromarketing@ntcltd.org
WEBSITE: www.ntcltd.org**

e-auction sale

**Sale of Yarn available at New Minerva Mills, Hassan, Karnataka
(A unit of NTCL in Special Economic Zone – SEZ)**

**E-auction will be conducted through MSTC portal individually for each count.
Therefore, there would be separate e-auction for each count available in the mill at
a time.**



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

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

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

Date: 05.04.2023

E-AUCTION NOTICE

Sub: - Sale of 471 bags of Yarn on "as is where is and as is what is basis" available at New Minerva Mills, Hassan, Karnataka a unit of NTCL in SEZ through MSTC Portal by e-auction

The National Textile Corporation Ltd. (Southern Regional Office), Coimbatore is inviting interested parties to participate in the e-auction conducted through MSTC portal for sale of Yarn available at New Minerva Mills, Hassan, Karnataka 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 organizations. 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 NTC, SRO, Coimbatore before permitting them to participate in the e-auction.

2. CORRIGENDUM/AMENDMENTS IN E-AUCTION DOCUMENT

- At any time prior to closure of bids, NTCL 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, NTCL may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time-frame.
- The amendments if any shall also be part of the e-auction documents and will be notified by publication in MSTC portal <https://www.mstcecommerce.com>, NTCL website www.ntcltd.org and Central Public Procurement Portal (CPP) <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
R. Seenivasagam, GM (NMM)	9442560715
K. Madhusoodanan, DGM (Mktg.)	9712616659

4. **DETAILS OF YARN AVAILABLE AND PRE BID EMD (EARNEST MONEY DEPOSIT) FOR EACH LOT**

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.	Count	Quantity Available		Lot No.	EMD amount	Starting Base Price	GST %
		In Bags	Weight in Kgs.		Rs.		
1	40 CCW	146	8584.8	NMM/01	59536	2381424	5
2	50 CCW	18	801.36	NMM/02	5450	217970	5
3	60 KCW	1	43.09	NMM/03	270	10790	5
4	60 CCW 3050	231	10478.16	NMM/04	83267	3330658	5
5	78 CCW Spcl 2800	66	3014.88	NMM/05	26011	1040422	5
6	80 CCW Spcl 2600	9	450	NMM/06	2308	92300	5
	Total	471	23372.29				

- Starting Base price as above is inclusive of the currently applicable 11% duty (10% customs duty + 10% social welfare cess on customs duty) since New Minerva Mill is coming under Special Economic Zone. GST will be extra on the quoted base price as applicable.
- Bidder has to participate for a particular variety of yarn available as a particular lot. They have to bid for the entire quantity available in a particular lot. Bidder has to participate for individual lots separately. The prospective bidder who wishes to participate in e-auction will have to remit earnest money deposit as above separately for e-auction of the respective lots by ONLINE through MSTC gateway in their login and password.
- Bidders will not be allowed to bid without earnest money deposit by the portal.
- The earnest money of unsuccessful bidder will be refunded by online by MSTC.
- EMD will not attract any interest charges.
- EMD will be subjected to forfeiture in the event of any failure on the part of the bidder during e-auction and after completion of e-auction as per the policies of MSTC.
- H1 bidder will be selected for individual lot.

5. Implementation of Integrity Pact in NTC (Refer Annexure-"A")

Bidders are requested to go through the implementation of integrity pact in NTCL which is attached as Annexure - A. This e-auction is hosted in MSTC website along with 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 and **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.

6. REJECTION OF THE E-AUCTION/SALES ORDER

- a. NTCL, Southern Regional Office (SRO), Coimbatore / MSTC reserve the right to accept or reject all or any of the e-auction without assigning any reason whatsoever. It is not obligatory for the NTCL (SRO), Coimbatore/MSTC to give any reason for their decisions.
- b. NTCL, SRO, 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. NTCL, SRO, Coimbatore / MSTC also reserve the right not to proceed with the e-auction without assigning any reasons whatsoever.
- c. NTCL, SRO, Coimbatore / MSTC reserve the right to cancel sales order at any point of time without assigning any reason whatsoever. It is not obligatory for the NTCL, SRO, Coimbatore / MSTC to give any reason for their decisions.

7. INSPECTION OF YARN

The material mentioned in e-auction can be inspected upto 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 New Minerva mill, with prior intimation to mill General Manager.

Address and Contact Number of New Minerva Mill

Sr. No.	Name of Mill	Name of Mill General Manager	Contact Number	Address of Mill
1	New Minerva Mills	R. Seenivasagam	9442560715	KIADB, Textile SEZ, Hanumanthapura Post & Village, Hassan-573128 (Karnataka)

No sampling of yarn is permitted to the prospective bidders. Only physical inspection/visual inspection of the yarn is allowed to the prospective bidders.

8. QUOTING OF 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.

9. PAYMENT TERMS

In case of sold / confirmed /STA (subject to approval) 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 e-payment gateway of MSTC.

Payment breakup will be given in MSTC sale order.

10. COMPLETION OF SALE CONTRACT

- After making the full payment, sale contract will be issued to the successful bidder by MSTC. Lifting of yarn 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 yarn will be allowed only after paying the godown rent / Carrying Charges at mills.

- If the complete quantity is not lifted within 35 days from the date of sale contract, NTCL, SRO, 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, NTCL, SRO, Coimbatore shall have the right to resell the yarn at any time and in any manner, as it deems fit.

11. 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 / NTCL, SRO, Coimbatore shall be final.

In case the H1 bidder backs out from lifting the material after making payments as above, same lot may be offered to the H2 bidder at H1 price. In such a case the pre bid amount and all other payments made by the H1 party will be forfeited and will not be refunded to the H1 party.

12. FORCE MAJURE

In case of any circumstance beyond the control of the NTCL, SRO, 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. NTCL/MSTC shall inform the quantum of such deficit to the bidder within 7 days.

13. 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 Bangalore, Karnataka.

14. 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.
- NTCL 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. NTCL 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 and the bidder shall take care of the same.
- Necessary safety precautions as per safety rules and regulations to be taken by the bidder.
- The rules and regulations of New Minerva Mill should be strictly followed by the bidder and his employees.
- 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 yarn is loaded into bidder's truck. In case, any fire/theft/mishap take place after loading of the yarn 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 yarn bags there will be in house (within mill premises) weighing as well as third party weighing outside the mill premises in the presence of mill's representative(s) and which one is higher will be considered as the final weight for invoicing.
- Delivery of yarn will be based on "as is where is and as is what is basis" and no repacking of material will be done.
- NTCL is not liable for any kind of quality complaints in future and no such claims will be entertained on any account.

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 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.
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 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. IEMs commenced their services to the Company from 23rd March, 2021.

7. 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

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)

(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.

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.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors/bidders; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.
- 2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.
- 2.5 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- I. "Party / Contractor / Supplier / Bidders" shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder" in the context of these guidelines is indicated as 'Agency'.
- II. "Unit" shall mean the Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.
- III. "Competent Authority" and 'Appellate Authority' shall mean the following:

- a) For NTC Wide Banning

The concerned director shall be the 'Competent Authority' for the purpose of these guidelines. CMD shall be the 'Appellate Authority' in respect of such cases.

- b) For Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.

Head of the Unit/Head of Finance shall be the 'Competent Authority' for the purpose of these guidelines, in respect of concerned unit/Sub-office/Regional Office. The concerned Executive Director/ Regional Head of the Unit/ Region shall be the 'Appellate Authority' in all such cases.

- IV. "Investigating Committee" shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- V. "Approved Agencies viz Parties / Contractors / Suppliers/Bidders" shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc, who have been pre-qualified by NTC for any 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.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

6. Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NTC so warrants;
- 6.2 If the Director of a company (other than Govt. company) /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India.
- 6.4 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- 6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract;

- 6.6 If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note : The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1 A decision to ban business dealings with any Agency shall normally apply throughout NTC. However, the Competent Authority of the Unit can impose such ban unit-wise only if in the particular case banning of business dealings by respective Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default to beyond the Unit. Any ban imposed by Corporate Office shall be applicable across all Units of NTC.
- 7.2 There will be an Investigating Committee in each Unit to be appointed by Head of the Unit for processing the cases of "Banning of Business Dealings". However, for procurement of items /award of contracts at Corporate Office, the committee shall consist of officers not below the rank of Senior Manager from Indenting Division & Finance. Member from department responsible for invitation of bids shall be the convener of the committee. The functions of the committee shall, inter-alia include:
- i) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department as per clause 9.1.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendations to the Competent Authority for banning or otherwise.

8. Removal from List of Approved Agencies - Suppliers/ Contractors etc.

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors/Bidders etc.
- 8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open 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/Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

- 9.5 Unitwise banning may be done for a period upto six months only and for more than six months banning, it should be pervasive i.e. for all the units. In case of pervasive banning for more than six months i.e. across all the units, it should be done after approval of the Director (Finance) of the corporate office.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2 Appellate Authority would consider the appeal and pass appropriate order within 120 days which shall be communicated to the Agency as well as the Competent Authority.

11. Circulation of the names of Agencies with whom Business Dealings have been banned

The concerned unit shall forward the name and details of the Agency (ies) banned to IT&C Division of Corporate Office for displaying the same on the NTC website.

Corrupt, Fraudulent, Collusive or Coercive Practices Policy

1.0 Corrupt, Fraudulent, Collusive or Coercive Practices

It is expected from the Bidders/ suppliers/ contractors that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) For the purposes of this provision, the terms set forth below shall mean as under:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value and /or personal satisfaction to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (iii) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of a contract;
- (v) "Integrity Pact" means an agreement called Integrity Pact between the contractor and the Employer shall be signed committing the persons/ officials of both the parties, not to exercise any corrupt influence on any aspect of the 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.