



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड  
NATIONAL TEXTILE CORPORATION LIMITED  
(भारत सरकार का उपक्रम)  
( A Government of India Undertaking )



पश्चिम क्षेत्र कार्यालय: एनटीसी हाउस , 15 एन एम मार्ग, बेलार्ड इस्टेट, मुंबई 400001.  
WESTERN REGION OFFICE: NTC House, 15 N. M. Marg, Ballard Estate, Mumbai 400 001.  
दूरध्वनी / Tel. 022-22686600, फैक्स / Fax- 022-22686631, Email : ntelwr.mumbai@ntcltd.org

Ref: NTC/2023-24/

Date:23/03/2023

**TENDER FOR PROVIDING SECURITY/ WATCH & WARD**

**&**

**MANPOWER**

**AT National Textile Corporation Ltd, WRO Mills located in Maharashtra**  
(Govt. of India Undertaking)  
NTC House, 15 N.M.Marg, Ballard Estate, Mumbai.

Unit under this office, Name of units given below

Sr.	Name of Unit Of National Textile Corporation Ltd.	Location (Maharashtra)
1	SAVATRAM RAMPRASAD	AKOLA
2	AURANGABAD Tex. Mill	AURANGABAD
3	BARSHI TEX. MILL	BARSHI
4	CHALISGAON TEX. MILL	CHALISGAON
5	DHULE TEX. MILL	DHULE
6	RBBA Mills	HINGANGHAT
7	NANDED TEX. MILL	NANDED



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## INSTRUCTION TO BIDDER

### **PREPARATION OF BIDS**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- Once the details have been completed, the bidder should save it and submit it online,



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without changing the filename.

### **ASSISTANCE TO BIDDERS**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: 022-22686600.

### **VALIDITY OF THE BID & EARNEST MONEY DEPOSIT (EMD):**

The offer shall remain valid for acceptance by the NTC for a period of 12 months effective from the date of opening of bids and shall not be revocable by the Bidder during such period. Any revocation contrary to such condition will entail the forfeiture of the EMD paid by such Bidder. The EMD will bear no interest. The payment of EMD by the Bidder as per the procedure stated in this Bid Document shall not be construed that he is eligible.

### **EXTENSION OF VALIDITY OF BID:**

In the exceptional circumstances, prior to expiry of the validity period of bids, the NTC may extend the validity period for a specific period not exceeding 6 months.

### **INTERPRETATION:**

In case of any dispute or differences of opinion in the matter of the interpretation of the terms of this document or anything which shall arise there from, such dispute or difference shall be decided finally by the Chairman & Managing Director, NTC and his decision shall be conclusive and binding upon the Bidder.

The NTC reserves to itself the liberty to reject all or any Bid including the Lowest Bid without assigning any reason. Nothing contained herein shall confer any right upon a Bidder or any obligation upon the NTC.

Nothing contained in this Bid document is intended to be a representation or promise enforceable at law against the NTC.



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**ANNEXURE- I Technical Bid**

**Supporting Document: - Self attested copies of statutory liabilities as following should be uploaded online**

- (1) Valid PF Registration No.
- (2) Valid ESIC Registration No.
- (3) PAN No.
- (4) GST No.
- (5) Labour License
- (6) Minimum Turnover Rs 2.00 Crore / year, C.A. certified Copy of turnover of last three years.,
- (7) Bidder should have minimum 3 years' experience in similar field.
- (8) Copy of Maharashtra State Guard Board or the Security Agency shall have to provide sufficient evidence /documents to prove their registration of PASARA license.
- (9) scanned copy of EMD
- (10) Integrity pack

(However, the Management reserves the right to appoint any Security Agency not having such registration, if no such agency is available or yet found to be competent for the security arrangement of the mills.)

Every page of terms & Condition shown in bid should be uploaded online and the same documents duly stamped and signed by the bidder are to be submitted at the time of award of tender. Any incomplete documents will be summarily rejected, if deviation found in laid down terms and conditions.

**The decision of the management will be final and binding to all the bidders in respect of deciding the eligibility of the Bidder**

Bidders will get Technical and Commercial Envelope in the system and respective forms in corresponding envelop. Bidder has to fill the forms and submit necessary documents in the forms.



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### General Terms & Conditions & JOB DESCRIPTION :-

To look after the security and safety of movable and immovable property of above mentioned units under the NTC Mills and also to protect and prevent the mill property from encroachment, as Per tender

The contract shall be treated as having been entered in to as soon as Work To look after the security and safety of movable and immovable property of Mills (Unit of National Textile Corporation Ltd.).

- 1) The contract shall be treated as having been entered in to as soon as Work Order is issued by The General Manager, Mills, to the successful tenderer. The contract will be entered between Mills and Security Agency shall initially for ONE YEAR and may be extended if required, further for a period of six Months/One Year at the sole discretion of the Mills. The Mills reserves the right to appoint one or more Security Agencies for its constituent mill units.
- 2) The quotation shall be deemed to have been submitted by the tenderers with full knowledge. No complaints will be entertained after submission of tender. The Security Agency shall inspect and examine the site and its surroundings and satisfy itself before submitting his tender as to the nature of the duties and deployment of their personnel.
- 3) The Security Agency will have to submit an interest free, **refundable Earnest Money Deposit (E.M.D.) of Rs.2,00,000/- in the form of a Demand Draft of any Nationalized/ Authorized Bank (Excluding Co-operative Sector Banks)/NEFT/RTGS in favor of "N.T.C. LIMITED- Unit western region" before the submission of tender documents. Bank details are as follows,**

Name of Account	National Textile Corporation Limited
Name of Bank	BANK OF INDIA
IFSC Code No.	BKID0000001
Account No.	000320110000462

- 4) The Earnest Money i.e.**Rs.2,00,000.00** Deposited, by the successful bidder will be converted as **Security Deposit** and will be refunded after satisfactorily completion of the above contract period.
- 5) However, any **successful bidder (MSME Party)** who has found eligible and got the above contract need to submit the Performance Security Deposit Amount of Rs.2,00,000.00 (Rs. Two Lakh Only) before issuing the work order, mill management will inform about the same to successful bidder (MSME Party) before issuing the work order. This Performance Security Deposit Amount of Rs.2,00,000.00 (Rs. Rs. Two Lakh Only) will be refunded to the bidder after the successful completion of contract period.



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- 6) In the event of breach of any terms and conditions of this tender, document furnished by Security Agency which would become part of the contract, the Performance Security Deposit would be forfeited.
- 7) As per Gazette of India notification dated 23 March, 2012, MSME Party registered under MSME Act will be eligible for applicable relaxations subject to meeting the quality and technical specifications described in the tender and their valid registration for the tendered item i.e. Providing Security Services (Security Persons). MSME bidder is required to submit EM-2 certificate or Udyog Aadhaar Memorandum (UAM) wherein bidder is registered as "Micro/Small Enterprise".
- 8) Bidders are requested to go through THE IMPLEMENTATION OF INTEGRITY PACT in NTC (Attached). The copy of the Integrity Pact, may be downloaded and submitted duly signed with seal, along with the tender. "Only those venders / bidders, who commit themselves to Integrity Pact, would be considered competent to participate in the bidding process.
- 9) The General Manager, Mills, reserve the right to accept or withdraw the any offer in full or part thereof prior to/after the acceptance of the tender without assigning any reason whatsoever.
- 10) The General Manager, Mills, reserve the right to accept or reject any tender without assigning any reason/reasons and offer may be given by Mills to one or more than one tenderers as General Manager, Mills, may deem fit and no claim/complaint in this regard will be entertained by The General Manager, Mills.
- 11) In case offer is not accepted, the tenderer shall not be entitled to claim any cost, charges, expenses incidentals to or incurred by the tenderer through or in connection with the mission of the offer even though Mills, may elect to withdraw the invitation to tender should all invitation to tender be withdrawn or cancelled by Mills for which Mills shall have the right to do so at any time.
- 12) The bidder must have proper and valid Registration under GST laws and shall comply with all the provisions of GST Act/Rules as applicable. GST including all levies and other Govt. liabilities under any provincial, local or central statute in force for the time being or enforced hereafter having its impact on the transaction, will be tenderers accounts and Mills will not be responsible for any liabilities. The bidder will furnish valid GST Registration Number at the time of submitting the Offer. The bidder shall submit the proof of payment of GST.
- 13) The decision of the General Manager, Mills or his authorized nominee in the matter, arising out of this offer shall be final in regard to all matters relating to the contract.
- 14) All suits or proceedings relating to any dispute or claim arising out of or in course of performance in this contract shall be filed in appropriate court having jurisdiction in Mumbai, Maharashtra.





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- 15) The payment will be made to the Agencies for their services on submission of their bill to the Mills up to 10th day on completion of the month after completion of all the procedures as per prevailing practice.
- 16) Mills should not pay any other charges than monthly payment as per the contract.
- 17) The Security Agency shall not sublet whole or part of the work to any other agency.
- 18) Save in so far as it is legally or physically impossible, the Security Agency shall execute, comply and maintain the work, instruct in accordance with the contract to the complete satisfaction of the Mills.
- 19) The Mills shall be at liberty to object and ask to remove forth with from the work any person employed by the Security Agency in or about performance of the work who in the opinion of the Mills has performed misconduct or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the officer of the Mills to be undesirable and such person shall not again be employed upon the work without the permission of the mill units/Mills.
- 20) In case of default on the part of the agency in carrying out such order, Mills shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Mills or will be deducted by the Mills from any money due or it may become due to the agency.
- 21) The management reserve the right to allot this contract work to one single party/multiple parties, if the rates are same in terms the same is in sole desecration of mill management/concerned authorities.
- 22) However, while selecting the party if the rates are same, the management will have the right to consider other factors like turnover, work experience with Government bodies, capacity, pervious records, feedback from client, past experience with the Mill and compliance of statutory requirements, company registration with DGR, ESM or state guard board, part's registration with ESIC, PF, Labour Lic. For no.of people. which will be acceptable to the Security Agency and in this regard no complain will be entertained.
- 23) The decision of the General Manager, Mills or his authorized official/sin the matter arising out of this contract shall be final and binding in regard to all matters relating to the contract.
- 24) Mills shall have right to issue addendum to tendered documents to clarify, amend, modify supplement or delete any of the condition, clause or items stated therein. Each addendum shall form a part of the original invitation to tender.
- 25) Mills reserves the right to accept or reject any tender without assigning any reason thereof. No claim or complaint in this regard will be entertained by Mills.



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- 26) The Security Agency shall make its own arrangement for engagement of workman local or otherwise. The Agency shall deploy competent personnel to maintain the required safety and security of the mill units, up to the satisfaction of the management of the Mills.
- 27) Age profile of Security staff / Guards must be between 18 Years to 60 Years only and the bidder Security Agency must submit the relevant document pertaining to Age proof, Qualification and experience of security guards to be deputed in HR Department after receiving the Work Order.
- 28) Contractor should provide those security guards who are properly trained for Fire Fighting & related activities through proper agencies. Mitigation of any fire incident would be the responsibility of Security Agency.
- 29) The Security Agency shall be responsible at its own cost for all recruiting, transport, welfare and other accommodation, identity card, permits for all personnel required for this contract. The Mills shall not be liable in any manner for or not responsible for any damages or compensation payable at law in respect or in consequences of any accident or injury to any workman employed by the Security Agency or be other person. Security Agency shall indemnify the Mills from and against of such damages and compensation and against all claims demand proceedings and expenses whatsoever in respect thereof or in relation there to.
- 30) The agency shall be responsible for any loss caused to the Mills & it's property due to negligence of duty by their security guards while on duty. The same would be recovered from the agency only. The contractor shall be liable for making good all damages/losses arising out of theft, breakage, pilferage of any office furniture, equipment, fitting and fixtures whatsoever may be caused directly or indirectly by the person engaged through him/work carried out by them.
- 31) Mills shall not be liable to pay any damage or compensation for any injury or for any occupational disease peculiar to the employment to any person engaged through the Security Agency/Contractor.
- 32) Mills shall not be liable to pay any damage or compensation for any injury or for any occupational disease peculiar to the employment to any person engaged through the Security Agency/Contractor.
- 33) Any damages to the property of the mills caused by the employees or arising out of way act or omission of such security personnel of the Security Agency shall be made good by it to the entire satisfaction of the mills.
- 34) The Security Agency shall indemnify the employer from and against any liabilities for damages on account of any act or omission of its employee, the Mills has right to recover the same loss from the Security Agency and from money payable/ due to him and otherwise also.





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- 35) In case security guards failed to report on duty the Security Agency shall make necessary alternative arrangement. On taking over the responsibility of providing security arrangements, the Security Agency shall formulate the mechanism of the duty assignment of security personnel in consultation with the In Charge/General Manager of mills. The Security Agency must furnish number and description of persons and trade of their work to be engaged on the day to the Mills every morning. Security arrangement has to be made round the clock in three shifts of 8 hours each.
- 36) Mills has no statutory/non statutory liabilities of Security Guard provided by Security Agency while on duty if any accident / unpleasant situation happened. The overall responsibility of the same is of Security Agency Only.
- 37) The Personnel of the Security Agency will under no circumstances be deemed to be the employee of the mills and they shall not demand any salary/allowance, benefits, compensation, damages or any claim arising out of their employment/duty under this arrangement from the mills. Only Security Agency will be responsible for this and for compliance of various provisions of Labour Laws.
- 38) Agency shall have to indicate the names along with the wages paid to them and submit one copy of the payment sheet register as a proof for record to HR Department, Mills.
- 39) The Security Agency will ensure that the security personnel so employed remain alert, vigilant and punctual in their duties. The register of their attendance will be maintained at the mills by the Agency as per their duties.
- 40) No residential accommodation shall be arranged/ provided to the security personnel by Mills. The security agency or the individual shall have to make his own arrangement.
- 41) The management shall have the right to place the services of any security personnel after the disposal of this Security Contract and if there is any complaint found against any security personnel regarding misbehaving during the contract period or disloyalty towards the job mill management have the right to discontinue his services.
- 42) The Security Agency will have to provide proper uniform, badge etc. to the Security Staff in consultation with the mill management for proper identification and will ensure that the Security personnel are always well dressed.
- 43) The Security Agency will ensure that its personnel posted at the gate do not allow any property of the mills to be taken out of the premises without a Gate Pass duly signed by the designated officials from the mills, who has been authorized to sign the gate pass. Any changes will be intimated in writing. The Security Agency will also ensure that there is no encroachment on the premises/land of Mills, including its colony/quarters/chawls.
- 44) The Security Agency will not allow or permit its employees to participate in any trade union activity/agitation in the premises of the mills.



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- 45) Security Agency will provide round the clock security and its employees shall function on a working schedule of 8 hours a day.
- 46) The Security Agency shall at all-time take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst employee and for the preservation of peace and protection of the persons, property of the neighborhood at the workplace.
- 47) The Security Agency or its employee will not at any time do, cause or permit any nuisance on the working place or adjoining areas or do anything which shall cause unnecessary disturbance or inconvenience to the Mills units or the occupier of other proprietor near the site and to the Authorities or to the public generally and will secure efficient protection of land.
- 48) The Security Agency should pay / grant to their Guards, minimum wage rate, holidays, statutorily permitted hours of work and must comply other condition of the service. The Contract will be on PRINCIPAL TO PRINCIPAL basis, meaning thereby, the Mill management will be concerned with the final services of the Agency and it will not have any control over presence, working hours and other disciplines so as to make them liable under various labour laws.
- 49) The Bidding/Contracting Security agency will be primarily, solely and exclusively responsible for compliance of all labour laws, whether having financial or other liabilities and the Mill Unit will not be in any way liable as principal employer with respect to guards in case of any non-compliance of any labour laws.
- 50) All the liabilities (P.F., E.S.I., Labour Welfare Funds, Medical leave, Weekly-Off, Bonus & Gratuity) against security guards provided to Mills shall be borne by the security agency including taxes/service charges.
- 51) If the total number of security personnel engaged is more than 20, the concerned security agency shall have to comply with all the provisions laid down in respective Act.
- 52) Contractor shall inclusively be liable for non-compliance of the provision of the acts, laws, rules and regulations having bearing over engagement of workers directly or indirectly or execution of work and the contractor shall undertake to indemnify the company against all actions, suits, proceeding, claims, losses, damages etc. which may arise under payment of Minimum Wages Act, Workman Compensation Act, Person Injury (compensation insurance) Act, ESIC Act, Fatal Accident Act, Shops & Establishment Act, Family Pension And Deposit-Linked Insurance Scheme or any other act or status here in as specially mentioned but having direct or indirect application for the person engaged under the contract.
- 53) The Security Agency shall remain liable for payment of wages or other money to his workman or employees under the Payment of Wages Act, 1936, Minimum Wages Act, 1948. The Employees Liabilities Act, 1936. Payment of Bonus Act- 1965, The Workman Compensation Act, 1923 or any other Act or enactment relating rules from time to time.



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- 54) The sole and exclusive responsibility and liability to comply with various provisions of P.F. Act, E.S.I. Act, Income Tax, Service Tax, Professional Tax etc. will be of the Security Agency, the Mills, however, reserves the right to deduct statutory deduction from the amount due to the Security Agency as per E.S.I. Act, P.F. Act, Income Tax Act, Professional Tax etc. in case of any default.
- 55) The Agency will be responsible for following all prevailing rules/regulation/laws with regard to providing security guards.
- 56) The Security Agency shall comply fully the provision of Indian Employment of Children Act, 1938, Indian Workman Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition Act, 1970), E.S.I. Act, 1948 and all other statutory amendment or enactment thereof for the time being in force.
- 57) In the event of the Security Agency committing breach of any of the above terms and conditions or the services of the Security Agency being found to be unsatisfactory, the engagement of Security Agency can be terminated by the Mills even before the expiry of the period of agreement by giving 15 days' notice to the Security Agency. Even otherwise the Mill will have the right to terminate the engagement of Security Agency by giving one months' notice.
- 58) The Agencies will submit copies of registration with authorities such as P.F./E.S.I./DGR Registration OR State Ex-Serviceman Corporation and exempted Maharashtra Security Guard Board & any other document Agency may desire to submit.
- 59) Mills reserves the right to cancel the entire tender at any stage without assigning any reason.
- 60) Tenderer shall note that Mill, may alter the above Terms and Conditions of tender at any stage, if necessary.

**Evaluation criteria for Financial Bid:-**

The firm is required to quote the wages for different categories of employees. They may indicate the EPF, ESIC, Gst etc. for all the manpower required respectively in the prescribed format of financial bid. These changes should be in compliance /accordance with the statutory requirement. The financial bid will be evaluated on the basis of:

- Minimum of Service Charges / Establishment Charges/ Administrative Charges of the bidder is lowest in comparison to other bidders.
- In case of tie Agency who is having maximum no of clients present in the Govt sector.
- In case of tie, who will have client in the educational institutions of the maximum no out of govt client will be declared the lowest bidder and then the contract will be awarded to this firm.

In case it is found that different firms have quoted lowest service charges to different categories of employees/manpower the L1, firm will be decided on the basis of lowest



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charges on all employees on cumulative basis. Negotiations of rates if required would be held with the L1 firm considering the reasonability of rates for different categories. Based on this, the contract will be awarded to the L1 firm.

### **RESERVATIONS:**

The NTC reserves the right:

- (i) To discharge all Tenders received and to re-invite offers; and
- (ii) To modify marginally and not substantially the recitals; conditions and covenants of the Draft License Agreement at any time before its execution.
- (iii) The validity of the tender shall be for a period of one year & may be extended for another two year.

### **FORCE MAJURE**

NTC shall not be liable for any failure or delay in execution of contract due to any cause beyond their control including fire, floods, strikes, go-slow, lock-out, closure, pestilence dissilience dispute with staff dislocation of normal working conditions, war riots epidemics political upheavals Government actions commotion, breakdown of machinery, shortage of labor, demands or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence

### **CONFIDENTIALITY**

It is agreed that not any time or times, disclose or make public any technical, marketing financial and commercial information with which you become acquainted or of which you become aware during the course of this agreement.

### **JURISDICTION**

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

### **DISPUTE RESOLUTION**

If any dispute(s) arises between parties, then these would be resolved in following ways

### **AMICABLE SETTLEMENT**



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Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If the opposite party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second sub-clause of 'Dispute Resolution' shall become applicable.

### **ARBITRATION**

In case dispute arising between the NTC and the Bidder, which cannot be settled amicably, the said dispute shall be referred arbitration. Such disputes shall be referred to the CMD of NTC, who shall appoint an arbitrator for deciding the dispute(s). The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Delhi. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reason for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

### **GOVERNING LAW AND JURISDICTION:**

This Contract shall be governed by Indian Law and shall be subject to the jurisdiction of Courts in Mumbai only.

### **IMPLEMENTATION OF INTEGRITY PACT IN NTC (AS PER ANNEXURE "1") :**

NTC entered integrity pact MOU with Transparency International. The bidders have to upload duly signed enclosed proforma as per "Annexure 2" of Integrity Pact along with Technical Bid. Only those bidders, who commit themselves to Integrity pact will be considered to competent for participating in bidding process.

Bidders are requested to go through the implementation of the integrity pact in NTCL which is attached as an annexure. This tender is hosted on portal



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\_\_\_\_\_ and our website: [www.ntcltd.co.in](http://www.ntcltd.co.in) along with the copy of the Integrity Pact, which may be downloaded and submitted duly signed with seal, along with the tender.

The name of the independent External monitor (IEM) is Transparency International India. (TII). This tendering process is being monitored by Independent External Monitor, Smt. Archana Pandey Tiwari, IRS (Retd) Email - [ampandey2001@yahoo.com](mailto:ampandey2001@yahoo.com) & Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank, Email - [sr.bansal123@gmail.com](mailto:sr.bansal123@gmail.com). If any party is aggrieved they are free to approach the IEM in terms of Integrity Pact”.

#### **ACCEPTANCE OF THE TENDERER.**

We have read all the terms and conditions attached with tender document and we agree to abide by the same.

Name of the firm \_\_\_\_\_  
Address \_\_\_\_\_  
Contact No. \_\_\_\_\_  
Email \_\_\_\_\_

Signature & Sea





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**"ANNEXURE - 2"**

## INTEGRITY PACT

National Textile Corporation Limited (NTCL) hereinafter referred to as  
"The Principal"

And

..... here in after referred to as  
"The Bidder/Contractor"

### Preamble

The Principal intends to award, under laid down organization procedures, contract/s for ..... \the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(S) and/or Contractor(S). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

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)**

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 will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to process, 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 other, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. d) The Bidder(S)/Contractors(S) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(S)/Contractors(S) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the



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Bidder(S)/Contractors(S). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure-B1. e) The Bidder(S)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. 13 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**

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 Prospective Bidders Bank Guarantee.

### **Section 5- Previous transgression**

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 Dealing."

### **Section 6 – Equal treatment of all Bidders/Contractors Subcontractors**

The Bidder(s)/Contractor(s) undertake(s) to demand from his subcontractor a commitment in conformity with this Integrity Pact. 2. The Principal will enter into agreements with identical condition 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 charge against violating Bidder (s) contractor(s)/subcontractor (s)**

If the Principal obtains knowledge of conduct of 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 parties comply with the obligation under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his function neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/Contractors as confidential. He report to the chairman, NTCL



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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 document of the Bidder(s)/contractor(s)/subcontractor (8) with confidentiality. 4. The principal will provide to the monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the Contractual relation between the principal and the contractor. The parties offer to the Monitor the option to participate in such meetings. 145. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. 6. The Monitor will submit a written report to the Chairman, NTCL within 8 to 10 weeks from the date of intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations. 7. If the Monitor has reported to the Chairman, NTCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner. 8. The word 'Monitor' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

INDEPENDENT EXTERNAL MONITORS NTCL 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.

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

- Smt. Archana Pandey Tiwari, IRS (Retd),  
Email - [ampandey2001@yahoo.com](mailto:ampandey2001@yahoo.com)
- Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank

Email - [sr.bansal123@gmail.com](mailto:sr.bansal123@gmail.com)

**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 NTCL.

**Section 10- Other provisions**



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1. This agreement is subject to Indian Law. Place of Prospective Bidders and jurisdiction is the Registered Office of the Principal i.e.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
4. 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.
5. A person signing IP shall not approach the courts while representing the matters to IEMs & he /she will await their decision in the matter.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."
7. Any violation of integrity pact would entails disqualification of the bidders and exclusion from business dealings, as per existing provisions of GFR-2017, P act, 1988 and other financial rules/guidelines etc as may be applicable to the organization concerned
8. This pact in respect of a particular contract shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look in to any issue relating to execution of contract if specially raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract raises issue of delayed payment etc before IEMs, the same shall be examined by the panel of IEMs. However, the IEMs may suggest systemic improvement of the organization concerned, if considered necessary , to bring about transparency, equity and fairness in the system procurement

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place.....

Date.....

Witness 1:

(Name &Address) \_\_\_\_\_

Witness 2:

(Name &Address).

पंजीकृत कार्यालय : कोर 4, स्कोप कॉम्प्लेक्स, 7 लोधी रोड, नई दिल्ली 110 003.

Registered Office: Core- IV, Scope Complex, 7 Lodhi Road, New Delhi 110 003.

दूरध्वनी / Tel. 011-24360101, फैक्स / Fax- 011-24361112, website: www.ntcltd.co.in





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**Annexure - 3**

**Approximate Requirement of Security Person.**

Sr No.	Location (Maharashtra.)	Total No. of persons (Approximate)
1	SAVATRAM RAMPRASAD, Akola	16
2	AURANGABAD Tex. Mill, AURANGABAD	6
3	BARSHI TEX. MILL, BARSHI	2
4	CHALISGAON TEX. MILL, CHALISGAON	12
5	DHULE TEX. MILL, DHULE	11
6	RBBA Mills, Higanghat.	23
7	NANDED TEX. MILL, NANDED	26

**Total No. of persons (Approximate) - 96**

**CATEGORY**

24 hours on a three shift basis and throughout the month, therefore, off day provision of strength leave shall have to be made by the security agency.

The Security Agency will provide security personnel in each mill as per the requirement of the management from time to time. No demand for additional guards will be accepted once. Such requirement is fixed in consultation with management, excepting some unusual circumstances, in which case Management will recommend additional guards in consultation with In Charge of the mill concerned.

The Security Agency shall have to perform their duties fully with the no. of guards decided by the Management and contracted and no lapse will be entertained by the management on the excuse of less no. of guards. For the purpose, the Security Agency should inspect the site, surroundings of the mill in detail and only thereafter quote their charges.

While submitting the financial bid, the Security Agencies must follow the following Guideline/s. The Basic Wages and DA contemplated in the Calculation Sheet must comply the norms and rate/s as per Minimum Wages Act, as applicable in the State of Maharashtra, from time to time during the Period of Contract. Any increase in DA / Basic Wages or any other head of payment by the State Government should be visage by the bidder Security Agency and at the same time.



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**\*Agencies must adhere to all compliance and at least for three months if, in the case of any kind of procedure delay by employer, the agency must comply with the statutory requirements/ salary during the entire contract period.**

@The statutory dues like, Bonus, P.F., ESIC will be borne by the Contracting agency and the basic liability as a Principal Employer will be with the bidder only.

\* Bid with Nil Agency charge is liable to be rejected by the Mill Management, at its sole discretion.

\* The rate/s quoted will be strictly in two digits after decimal.

Place

Date

Signature & Seal of Tenderer





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## **Annexure – 4**

**NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI**  
(A GOVERNMENT OF INDIA UNDERTAKING)  
NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,  
MUMBAI-400 001.  
Phone : 022-22686600, FAX NO-022-22686631  
Website [www.ntcltd.org](http://www.ntcltd.org)

### **DECLARATION**

I / We confirm having read and understood all the work requirements, instructions, forms, terms and conditions and all other requirements of the above tender in full and the offer being submitted is as per the requirements given in this bid and that I/we agree to abide by all without any deviation. I also confirm that my agency /firm have not been “blacklisted” by any Govt. Deptt./ PSE/Statutory organization.

SIGNATURE:

NAME & ADDRESS OF AUTHORISED PERSON

(Seal of the Authorized Person)



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड  
NATIONAL TEXTILE CORPORATION LIMITED

(भारत सरकार का उपक्रम)  
( A Government of India Undertaking )



CIN NO.

U74899DL1968GOI004866

पश्चिम क्षेत्र कार्यालय : एनटीसी हाउस , 15 एन एम मार्ग, बेलार्ड इस्टेट, मुंबई 400001.  
WESTERN REGION OFFICE : NTC House, 15 N. M. Marg, Ballard Estate, Mumbai 400 001.  
दूरध्वनी / Tel. 022-22686600, फैक्स / Fax- 022-22686631, Email : ntcwr1@mtnl.net.in

## **Annexure - 5**

### **NATIONAL TEXTILE CORPORATION LIMITED – (WR) MUMBAI**

(A GOVERNMENT OF INDIA UNDERTAKING)  
NTC HOUSE, 15 N.M. MARG, BELLARD ESTATE,  
MUMBAI-400 001.

Phone : 022-22686600, FAX NO-022-22686631

Website [www.ntcltd.org](http://www.ntcltd.org)

### **PRICE BID TENDER FORM**

### **RATE SCHEDULE FOR PROVIDING CONTRACT MANPOWER**

1. Name & Address of the Bidders .....
1. The bidder shall quote his/their lowest competitive service charges monthly rate in this price Bid, for providing all category of persons given in Schedule 'A'. The Bidders should essentially understand the tender conditions and other requirements with respect to this tender.
  - a) The Bidders should study well all the following before submitting the tender:
    - I. The salary/wage to be paid as per respective regional Minimum Wages Act. (Payment of Minimum Wages Act 1948)
    - II. The liabilities and responsibilities of contractor on undertaking the work
    - III. In case any clarification is required, the bidder may contact to NTC Ltd (WR) NTC House. 15 N.M. Marg Bellard Estate Mumbai 400001.
  - b) The contractor should provide the as per schedule 'A' staff on contract basis in time to National Textile Corporation Ltd – (WR) its Mills / Offices located in the state of Maharashtra, complying with relevant statutory requirement as applicable from time to time and as directed by the National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra,
  - c) Rate Quoted in **only Service charges in % of agency charge of minimum wages Rate for a month to the National Textile Corporation Ltd – (WR)** (Rate on Monthly Basis)



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## ANNEXURE- 6

### FINANCIAL BID TENDER FORM

#### RATE SCHEDULE FOR PROVIDING CONTRACT of MANPOWER

The tenders has to quote only Service charges in % of agency charge of minimum wages Rate for a month to the National Textile Corporation Ltd – (WR) Mumbai and its Mills / Offices located in the state of Maharashtra, as per the category given in SCHEDULE-A of this Bid.

	Particulars & Category	Service charges in %
1	Security / Watch & ward.	
2	Manpower if Required (Peon category – If required)	

#### CONTRACT RATE FOR ONE YEAR

The security agency will quote competitive Service charge in % .

Rates strictly as per the format

Date

Signature & Seal of Tenderer