#### **Under Certificate of Posting**

TIN No. 33715423553 Phone: 04564 – 206798

Grams : PIONEER

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# PIONEER SPINNERS

(A Unit of National Textile Corporation Ltd.,) Kamudakudi -623 719,Paramakudi (Tk), Ramanathapuram (Dt)

Date: 15-06-2019

Enquiry No. To:

Dear Sir,

We request you to send us your lowest quotation on or before  $\underline{06.07.2019@~3.00~PM}$  for the following items and should be valid for our acceptance by mail..

SL.NO	Part No	Item Code	Part Name	DRG No.	Nos
1	04-03	3FVE01650000	WORM & WORM GEAR (16M/MIN)	E0165	10 Nos
2	07-02	3FAE23610000	BOLT FOR TURNING ANGLE SUPER JET	E2361	10 Nos
3	07-10	3FPE16910000	GUIDE CLAMP (SUPER JET)	E1691	10 Nos
4	08-06	1EPZ00160000	63 DIA FLEXIBLE REXINE HOSE (SPECIAL TYPE)	-	10 Mtrs
5	11-01	1EPP00130000	32 DIA FLEXIBLE HOSE	-	10 Mtrs
6	15-09	3RAE03980000	16 DIA NOZZLE CAP (ORIFICE)	E0398	10 Nos
7	16-01	3FJE17410000	HOSE CLIP (SUPER JET)	E1741	10 Nos
8	16-02	3FJE17400000	L.HOSE CLIP (SUPER JET)	E1740	10 Nos
9	16-11	3FJE00850000	SENSOR HOLDING CLAMP FOR THREE SENSOR	E0085	10 Nos
10	19-15	3FJD00280000	SENSOR SCREEN - C (REVERSE)	D0028	10 Nos
11	23-02	3FJE32810000	106 DIA HOSE CLIP NEW	E3281	10 Nos
12	23-03	3FJE32810001	130 DIA HOSE CLIP NEW	E3281	10 Nos
13	23-05	1EPP00560000	100 DIA FLEXIBLE HOSE (GREY COLOUR)	_	10 Mtrs
14	23-06	3PHD04290000	ROUND TYPE FLOOR NOZZLE (WITH ADAPTOR)	D0429	10 Nos
15	23-12	3PHE02710000	124 DIA DUMMY (THREADED TYPE)	E0271	10 Nos
16	23-16	3REE01620000	LOCKING RING	E0162	10 Nos
17	23-18	3RAE01850000	125 DIA RUBBER HOSE	E0185	10 Mtrs
18	23-22	3REE03960000	30 DIA ST.NOZZ-100 MM W/ORIFICE	E0396	10 Nos
19	23-25	3REE03950000	30 DIA 30 DEG T.NOZ-150MM W/ ORIF	E0395	10 Nos

Note: Tender Rate 1 Year Contract.

This all Material Suitable for SARA ELGI Nugen / Jacobi and the spares must be Genuine quality only accepted.

Note: Please send Rate for the following Email Id - piontenders.ntcsro@ntcltd.org only.

#### Note:

- 1. Please, mention the Percentage of Taxes and other in details.
- 2. Quotation without furnishing all the above details are liable to rejected.
- 3. Your quotation should reach this office on or before 06.07.2019 in sealed cover subscribed on envelope as follows "TENDER FOR OHTC SPARES" like that in the Cover is must.

IMPLEMENTATION OF INTEGRITY PACT IN NTC: Tenderers are requested to go through the implementation of Integrity Pact in NTC which is attached as Annexure. This tender is hosted on our official website: <a href="www.ntcltd.co.in">www.ntcltd.co.in</a> along with the copy of the Integrity Pact, which may be downloaded and submitted duly signed with seal, along with the tender. "Only those vendors/bidders, who commit themselves to Integrity Pact would be considered competent to participate in the bidding process. The name of the Independent External Monitors (IEM) is Transparency International India (TII). This tendering process is being monitored by Independent External Monitor, Shri Kalyan Chand, IRS (Retd) at Corporation Office of NTC i.e. (5TH Floor, Core-IV, Scope Complex, 7 Lodhi Road, New Delhi.110003) M.No.9968095320. If any party is aggrieved they are free to approach the said IEM in terms of Integrity Pact".

\_\_\_\_\_\_

<u>ACCEPTANCE:</u> I/We, the undersigned, do hereby accept to obide by all the above terms and conditions.

Yours faithfully,

**General Manager** 

#### **INTEGRITY PACT**

#### Between

# National Textile Corporation Limited (NTC-SRO) hereinafter referred to as "The Principal"

	and					
	hereinafter referred to as					
"The Bidder/Contractor"						

#### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_\_\_ to \_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

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

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

- 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- 2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- 1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- c. The Bidder(s/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of 1competition or personal gain, or pass on to others, any information or document
  - provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at **Annexure-B1**.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### Section 4- Compensation for Damages

- 1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 – Previous transgression

- 1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings."

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

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

- The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

## Section 8 - Independent External Monitor / Monitors

- 1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/ Contractors as confidential. He reports to the Chairman, NTC.
- 3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
- 4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairman, NTC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Chairman, NTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8. The word 'Monitor' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

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.
- 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. 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	e Principal)	(For & On	behalf of Bidder/Contractor) (Office Seal)
PlaceDate			
Witness 1: (Name & Address)			
Witness 2 : (Name & Address)			

- 1. Sara Elgi Electric & Industries Ltd No 737-D ELGI Towers, Pulaikulam Road, Puliyakulam, Coimbatore - 641045, Post Box No 7113 Green Fields (Map) PH - (91)-422-2311611
- 2. Nbe Motors Pvt Ltd 1 To 7, Tirupati Estate, Milan Road, Saraspur, Ahmedabad - 380018, Opposite Bombay Housing (Map)
- 3. Pigeon Agency No 63 1st Floor Natachi Complex, Kaleeshwara Mill Road, Katoor, Coimbatore - 641009, Near Ntc Office (Map) PH - 9786699266.