



# नेशनल टेक्सटाइल कॉर्पोरेशन लिमिटेड

## NATIONAL TEXTILE CORPORATION LIMITED

(भारत सरकार का उपक्रम / A Govt. of India Undertaking)

Divisional office - 160A & 160B, Sri Ram Nagar,

G.T. Road, Shahdara, Delhi – 110032

Phone: +91-11-22124026

Fax: +91-11-22574608

CIN NO: U74899DL1968GOI004866

Email: ntc.do.delhi@gmail.com

NTC/DOD/Mktg./2019-20/01

Dated- 24.05.2019

Tender Date- 24.05.2019

Tender Due Date- 14.06.2019 (Time Till 3:00 PM)

Tender Open Date – 14.06.2019 (Tender Open Time 3:30 PM)

### Tender document for Procurement of Summer Uniforms

Kindly submit your Quotation IN TWO BID FORMAT for supply of Summer Uniform to NTC.

Uniform for Gents			
	Particular	Description	Qty (In Piece)
1	Terry/Viscose Suiting, Blend - 70/30 (+-3%) Polyester/ Viscose, Width 147 cm (+-2Cms), Count of Yarn 2/18-150D(+/-5%), Ends per inch Warp + Weft - 76-68 (+/-5%), Cut Length- 3 Mtr. (one piece)	Dark Grey	1479
		Olive Green	1188
		Navy Blue	153
		Khakhi	762
		White	357
		Dark Blue	564
2	Terry Cotton Shirting, Blend - 70/30 (+-3%) Polyester/Cotton, 2/60*84D (+-5%), Ends Per Inch Warp+ Weft 104-72 (+-5%), Weight 120 gms per square mtrs (+-5%), Width 90 cm (+-5%), Cut Length- 2.5 Mtr. (one piece)	Olive Green	159
		Navy Blue	121
		Khakhi	21
		White	390
		Light Grey	6
		Sky Blue	587
3	Terry/ Viscose Suiting, Blend - 70/30 (+-3%) Polyester/Viscose, Width 147 cm (+-2Cms), Count of Yarn 2/18-150D (+/-5%), Ends per inch Warp + Weft - 76-68(+/-5%), Cut Length- 1.30 Mtr. . (one piece)	Fawn	195
		Dark Grey	151
		Olive Green	159
		Dark Blue	17
		Navy Blue	231
		Khakhi	21
		Black	651
		Light Grey	45
4	Cloth for Turban, Length- 5 Mtr (one piece)	Sky Blue	6
		Coffee Fawn	195
		Khakhi	3



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Uniform for Ladies			
	Particular	Description	Quantity (In piece)
1	Terry Cotton Saree with 65/67% Polyester and 35/33% Cotton, Width 119 cm, Length- 6 Mtr (one piece)	White	24
		Olive Green	18
		Violet (Dark Jambudi)	270
2	Terry Cotton Blouse with 65/67% Polyester and 35/33% Cotton, Width 89 cm, Length- 1 Mtr (one piece)	White	24
		Olive Green	18
		Violet (Dark Jambudi)	270
3	Cloth for Peticcoat, 100% Cotton, Width 89 cm, Length- 3 Mtr (one piece)	White	24
		Olive Green	18
		Violet (Dark Jambudi)	270
4	Terry Cotton Cloth for Salwar with 65/67% Polyester and 35/33% Cotton, Width 119 cm, Cut Length- 2.5 Mtr (one piece)	White	96
		Coffee Fawn	6
5	Terry Cotton cloth for Kurta with 65/67% Polyester and 35/33% Cotton, Width 119 cm, Cut Length- 2.5 Mtr (one piece)	White	96
		Fawn	9
6	White Apron Cloth, Cut Length- 2.5 Mtr (one piece)	White	126
7	Dupatta for Female Staff (in Pieces)	Coffee Fawn	6
		White	54

Quantity mentioned is indicative and subject to change (+/- 30%) exact quantity shall be provided to successful bidder after award. The bids should be submitted separately in two separate envelopes mentioned as 'Technical Bid' and 'Financial Bid'. These bids to be further enclosed in one sealed envelope clearly marked on top as '**Tender document for supply of Summer Uniform to NTC**' along with tender reference number and Tender Due Date.



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### **TECHNICAL BID (Envelope 1 SEALED AND SUPERSCRIBED AS TECHNICAL BID)**

Bidder need to submit following documents and samples as Technical Bid:

- PRE-QUALIFICATION CRITERIA** - The bidder should qualify following criteria to qualify as bidder :
  - The bidder should have executed similar product orders in last 2 years of value of atleast 1 order of 70 lacs or 2 orders of 40 lacs each in each year.
  - Financial Standing – Annual Balance sheet of average turnover not less than 70 lacs in last 3 financial years
  - Only manufacturer or authorized distributors can participate in tender. Authorized distributor should present letter from OEM authorizing/nominating him as distributor. Self attested copy of PAN and GST details to be submitted.
- Bidders have to submit 2 mtrs sample against each item (Except Saree) in all color. In case of Saree, sample of one full length Saree exactly as per required specification and all colors need to be submit. Samples should be **duly stamped and with Tender Reference number marked on it**. The samples shall be evaluated by a committee consisting of NTC Officers. NTC reserves the right to test the sample, if required. The sample is to be provided on non-returnable basis.
- Declaration of sample specification in below format to be given duly signed and stamped by an authorized signatory advising Specs of samples submitted.

S No.	Particular
1	Terry/ Viscose Suiting, Blend - 70/30 (+-3%) Polyester/ Viscose, Width 147 cm (+-2Cms), Count of Yarn 2/18-150D(+/-5%), Ends per inch Warp + Weft - 76-68 (+/-5%), Cut Length- 3 Mtr.
2	Terry Cotton Shirting, Blend - 70/30 (+-3%) Polyester/Cotton, 2/60*84D (+-5%), Ends Per Inch Warp+ Weft 104-72 (+-5%), Weight 120 gms per square mtrs (+-5%), Width 89 cm (+-5%), Cut Length- 2.5 Mtr
3	Terry/ Viscose Suiting, Blend - 70/30 (+-3%) Polyester/ Viscose, Width 147 cm (+/-2Cms), Count of Yarn 2/18-150D (+/-5%), Ends per inch Warp + Weft - 76-68(+5%), Cut Length- 1.30 Mtr.
4	Cloth for Turban, Length- 5 Mtr
5	Terry Cotton Saree with 65/67% Polyester and 35/33% Cotton, Width 119 cm, Length- 6 Mtr
6	Terry Cotton Blouse with 65/67% Polyester and 35/33% Cotton, Width 89 cm, Length- 1 Mtr
7	Cloth for Peticcoat, 100% Cotton, Width 89 cm, Length- 3 Mtr
8	Terry Cotton cloth for Salwar with 65/67% Polyester and 35/33% Cotton, Width 119 cm, Cut Length- 2.5 Mtr
9	Terry Cotton cloth for Kurta with 65/67% Polyester and 35/33% Cotton, Width 119 cm, Cut Length- 2.5 Mtr
10	White Apron Cloth, Cut Length- 2.5 Mtr
11	Dupatta for Female Staff



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4. Bidder is required to submit complete tender document duly signed by an authorized signatory with rubber seal of bidder as acceptance of terms and conditions of purchase.

5. **EARNEST MONEY DEPOSIT**

a) The Bidder shall furnish, as a part of its technical bid, Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Three Lakhs Only).

Name of Bidder	Banker's Cheque/DD No. with Bank Name	Amount (In Rupee)

b) The parties whose earlier security deposit is lying with NTC are also required to submit the fresh requisite EMD with this tender.

c) Exemption of tender fee & EMD will be given only to Small and Micro Enterprises registered under MSME or NSIC registered bidders. Copy of valid certificate need to be attached and if required NTC may ask to furnish Original Certificate for verification.

d) The EMD is required to protect the Purchaser against risk of Bidder's conduct, which would warrant the security's forfeiture.

e) EMD is liable to be forfeited and the bid is liable to be rejected, if the applicant/Bidder withdraw or amends, impairs or derogates from the bid in any respect within the period of validity of the bid or is found to be engaged in any material suppression of fact.

f) EMD will be released after 180 days of completion of the order.

g) The EMD shall be denominated by Demand Draft or Banker's Cheque issued by any scheduled Bank located in India in favor of '**National Textile Corporation Limited**', payable at '**New Delhi**'

The financial bids of only those parties who qualify in the Technical bid shall be opened. Work shall be awarded on L1 basis.

**FINANCIAL BID (ENVELOPE 2 - SEALED AND SUPERSCRIBED AS FINANCIAL BID)**

Financial bid package should contain only below mentioned format duly signed and stamped on bidder's letter head:

**Format for offering Price**

S No	Products	Price (Rs) (a)	GST (b)	Total Final Price (a+b)

**TERMS & CONDITIONS**

1. Bidder has to make bid against all the items mentioned in above chart. No partial bid will be accepted.

2. Delivery of Fabric/Items/product will be taken FOR basis all over India, The Cloth bales/cartons will remain intact, which will be checked by officials. Any shortage found on checking the bales /Cartons than of the same will be accepted by the bidder.

3. Date till which the bid is valid: 365 Days from the date of submission of the bid.



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4. The bulk fabric/items/product must be supplied strictly in accordance with the above mentioned size specs, and as per approved sample submitted by **30 days or earlier from PO date**.
5. Penalty Clause: NTC reserve the rights to levy a penalty for delayed deliveries of 0.50% per week or part thereof of the value of undelivered portion of the goods (excluding taxes and delivery charges) subject to maximum 10% of the value of undelivered part will be recovered from vendor.
6. Performance bank guarantee – Bidder need to submit 5% performance irrevocable bank guarantee. The PBG will be refunded/returned after six months of successful completion of deliveries against the Purchase Order after adjusting for penalties, if any that may be imposed under the terms of Purchase Order.
7. If the product of different quality and specifications other than approved samples is found in any bale / Cartons, then the material will be rejected and EMD will be forfeited besides goods will have to be replaced according to approved specifications at suppliers own cost.
- 8. BIDS WITHOUT SAMPLES SHALL BE SUMMARILY REJECTED.**
9. NTC shall issue purchase orders to the successful bidder for products in partial/full quantity, within stipulated/mentioned product quantity, as and when required within bid validity period.
10. Supply will have to be made as per requirement placed vide our individual Purchase Orders.
11. Payment shall be made to the party after the amount is received from the end buyer and acceptance of quality.
12. In case of damage or loss of product during the transit, the said quantity of products will have to be replaced by the supplier.
- 13. In case the successful bidder (or say L1 Party) refuse to supply the items against desired specification after the contract/purchase order been released, NTC, at its own discretion, may completely disassociate/cancel the contract/purchase order with L1 Party and may forfeit the EMD.**
14. NTC has reserved the right to return the lot consisting of any product against which complaint is received at any point of time within 1 year of the receipt of goods.
15. Bidder need to give guarantee that all the materials are new and free from defects.
16. To get appropriate idea about the product specification and Design one can contact below. The applicant/bidder may approach NTC Ltd at New Delhi at following address.  
Divisional Manager, Divisional office - 160A & 160B, Sri Ram Nagar  
G.T. Road, Shahdara, Delhi – 110032, Ph# 011-22135860
17. Any statutory variation in duties and taxes due to change in Govt. Policies during the contract will be to supplier's account.
18. Any error of interpretation of applicability of rate of GST (CGST & SGST /UTGST or IGST) on components of item and/ or various items of tender by bidder shall be to bidders account.
19. The bid documents are not transferable.
20. Samples shall be submitted by the bidder with proper description and samples of successful bidder will be non-returnable.
21. NTC reserves the right to cancel the supply of the product or any part thereof in case of product submitted by supplier does not meet the specification or in case failure of the supplier to commence the supply as per schedule delivery period.
22. Inspection: NTC reserve the right to conduct inspection or test at bidder premises or at any office of NTC or at point of delivery or at Material at final destination. Bidder also need to agree that neither the execution of test/or inspection nor the attendance of NTC representative of such test / or inspection release bidder from any warranties or other obligation of contract.



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23. In case of cancellation of the supply as per clause 20 above, the balance material will be procured from open market and the difference of cost, if any, will be recovered from pending bill/EMD of the supplier
24. In case of non/partial supply within stipulated period, NTC shall forward the Liquidated Damage/ Penalty if NTC receives from its buyer. Supplier shall be liable to pay the same.
25. NTC reserves the right to accept or reject the proposal or cancel the engagement process without assigning any reason whatsoever.
26. NTC will not be responsible for cost incurred in preparation and submission of bids.
27. No extension in the bid due date/time shall be considered on account of delay in receipt of any document.
28. Bidder should not be under liquidation, court receivership or similar proceedings.
29. Bidder should not be black listed with any PSU.
30. Bids sent through Fax/E-mail/Computer Floppy/CD/Flash Drive or any other mode shall not be accepted.
31. The successful bidder shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interest and the interest of the purchaser against the risk as detailed herein.  
The risk that are to be covered to his insurance, shall include loss or damage in transit, theft, pilferage, riot, civil commotion where conditions exist, accidents of all kind, fire etc. The scope of insurance shall cover the entire value of the material from time to time.
32. Any loss or damage to the material due to under handling, transportation, till such time the material is delivered to the consignee shall be to contractor's account. The contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of replacement of the portion of material damaged or lost.
33. Bidder is required to submit complete tender document duly signed by an authorized signatory with rubber seal of bidder as acceptance of terms and conditions of purchase.
34. Please send your sealed bid/tender to below address :-  
Attn: Divisional Manager,  
National Textile Ltd, Divisional office  
160A & 160B, Sri Ram Nagar  
G.T. Road, Shahdara, Delhi – 110032
35. NTC has entered integrity pact MOU with Transparency International India. The bidders have to submit duly signed enclosed Performa of Integrity Pact (Annexure 1). Only those vendors, who commit themselves to integrity pact will be consider to competent for participating in bidding process.

The tendering is being monitored by Independent External Monitor Shri Kalyan Chand, Rtd IRS (Contact No: +91-99680095320) and Shri Ashok Kumar Tripathi, Retd. District Judge (Contact No.: +91-9911566668). If any party is aggrieved, they are free to approach the said IEM in terms of integrity pact.

Yours Faithfully

(Divisional Manager)  
National Textile Corporation DO-Delhi



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## INTEGRITY PACT

Between

**National Textile Corporation Limited (NTC)** 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 .....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.



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- 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 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 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-A**.
  - 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.





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- (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-B**.

### Section 4- Compensation for Damages

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

### Section 5 – Previous transgression

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

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

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.



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### 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.



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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.

### 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.
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.



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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 Principal)

(Office Seal)

\_\_\_\_\_  
(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**

**Annexure A**

- 1.0 There shall be compulsory registration of agents for all global (Open) Tender and limited Tender. 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.



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- 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 Tenderers 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 Tenderer that the commission / remuneration if any, payable to his agents/representatives in India, may be paid by NTC in Indian Rupees Only.

- 2.2 Tenderers 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 Tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price(s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration , if any, reserved for the Tenderer 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.



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- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NTC. Beside this there would be a penalty of banning business dealing with NTC or damage or payment of a named sum.

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### Guidelines on Banning Business Dealings

### Annexure B

#### • 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 tendering 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 tendered, 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,



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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 tender/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





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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;



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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.



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8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open Tender Enquiries or Limited Tender 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 defence.

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.



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**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.



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### 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 Tender/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.



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- (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 tendering 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.

The procedure for banning of Business Dealings shall be governed as per NTC's "Guidelines on Banning Business Dealings" as enclosed separately. **(Annexure B)**.