

**New Minerva Mill, Hassan**

**A Unit of National Textiles Corporation Limited**

**(A Government of India Undertaking)**

**Plot No. 51, 52, 53 Hanumanthpura Village & Post**

**Textile S.E.Z Hassan - 573128.**

**08172- 243891. 9243700656**

**Web Site :www.ntcltd.org E-mail ID: nmmhassan@yahoo.in**



-----  
NTC/NMM, HASSAN/PROVIDING MANPOWER /2019

**Dt: 30.05.2019**

**Tender Document for PROVIDING MANPOWER for PIECE / KILOGRAM / METERS PER  
RATE AT New Minerva Mills, Hassan**

**Encl:-**

1. EMD & Tender document cost (Envelop A)
2. Annexure - Tender document (Envelop B)

**New Minerva Mill, Hassan**

**A Unit of National Textiles Corporation Limited**

**(A Government of India Undertaking)**

**Plot No. 51, 52, 53 Hanumanthpura Village & Post**

**Textile S.E.Z Hassan - 573128.**

**08172- 243891. 9243700656**

**Web Site :www.ntcltd.org E.Mail ID: nmmhassan@yahoo.in**



**Tender Document for PROVIDING MANPOWER for PIECE / KILOGRAM / METERS PER RATE AT New Minerva Mills, Hassan**

Last date for submission of Tender: **25.06.2019 up to 3.00 PM**

Date for Opening of Tender Document: **25.06.2019 at 4.00 PM**

(Tenderers are advised to submit by way of soft copy of their price bids only on E-Box through our E.mail ID : [nmmtenders.ntcsro@ntcltd.org](mailto:nmmtenders.ntcsro@ntcltd.org) on 25.06.2019 up to 3.00 P.M.)

**NEW MINERVA MILLS, HASSAN**

**Terms and conditions for providing PROVIDING MANPOWER on contract basis.**

Please Note: New Minerva Mill, Hassan is located in Textile Special Economic Zone, hanumanthpura village. Supply of Goods and/or services to S.E.Z Unit is Zero Rated Supply under GST Regime. For availing exemptions; the successful tender has to obtain L.U.T from applicable GST Jurisdiction.

**Tender Notice**

New Minerva Mills, Hassan invites sealed tenders under two bids cover system from reputed and experienced MANPOWER CONTRACTORS FOR PROVIDING EXPERIENCED MANPOWER FOR PIECE / KILOGRAM / METERS PER RATE AS PER WORKS MENTIONED BELOW:

Sl No	Department	Nature of work	Frequency (Approximate)	Unit
1	Mixing & Blowroom	1. Unloading of cotton bales (170kgs each) from truck and Stocking at Cotton godown in 9 layers using fork lift.	As per Mgt Requirement during the cotton bales receipt	per bale
		2. Transportation of cotton bales to Blowroom department. Removing Hoop iron, hessian cloth, arranging cotton bales in row from Blendomat machine with available usable waste and cleaning of Sticking Cotton from hoop iron/hessian cloth folding the same and stacking in respective places provided	Daily - General shift as and when required	per bale
		3. collecting and Filling saleable waste(Blowroom,Carding & Comber wastes) in the borahs to the extent of 80kgs, and to keep near bale press area variety wise.	Daily - Shift wise	per kg
		4. Converting variety wise loose cotton waste to baleform by using our bale press machine to different bale weight . (Minimum 10 bales / shift with 130 kg + per bale)and to keep in specified area variety wise is stacked condition using fork lift.	Daily - Shift wise	per Kg
3	Packing	1. Cone packing for exports(any weight packing) in Carton Boxes/Bags as per instructions a) It should be free from adoss cones like stiches, stains etc b) Packed Carton/Bag weight should be maintained within +/- 100 gms c) Experienced/Knowledgable persons must be provided for quality packing	3000 Boxes 150000 kgs	Rate/Box Small Box(25 Kgs Approx) Big Box(50 Kgs Approx)
		2. Transportation and Stacking of finished Carton Boxes in the specified area with three layers. a) No payment will be made for stacking in same area. b) Stacking of other than packing department, specified area cost per kg for shifted and stacked carton/bags will be applicable.	3000 Boxes 150000 kgs	Rate/Box Small Box(25 Kgs Approx) Big Box(50 Kgs Approx)
4	Loading/ Fabric/Yarn	1. Loading of 40ft container as per weight basis	As and when required	per KG
5	Weaving Department- Fabric inspection and mending	Inspection cum Mending of wider width fabric.	Daily	per meter cloth
		Grading of wider width fabric.	Daily	per meter cloth
		Re-inspection of wider width fabric (without mending).	as and when required	per meter cloth
		Inspection cum Mending of narrow width fabric.	Daily	per meter cloth
		Grading of narrow width fabric.	Daily	per meter cloth
		Re-inspection of narrow width fabric (without mending).	as and when required	per meter cloth

Mandatory Rules:-

1. One supervisor is compulsory in all three shifts to monitor the allocation and for smooth working
2. The above mentioned works are skilled works and hence skilled labours only to be provided for above works.
3. If any work is suffered due to non – supply/ lesser supply of manpower suitable penalty will be recovered with the party in accord with production loss.
4. Minimum statutory wages should be paid to the contract workers as per Karnataka state norms.

#### **1. ELIGIBILITY CRITERIA FOR TENDERING.**

- 1) Experienced Contractors for providing Manpower for Machine & General Activities. Registered Contractors holding Contract Labour license and having minimum 2 years experience in the MANAGING AND PROVIDING MANPOWER for Textile Industry or any Manufacturing Industry or any Govt. Organization as a prime contractor IT Returns of last 3 years and Balance sheet of the same should not be less than 3 Crores.
- 2) Rupees 2 Crores solvency certificate.
- 3) Mill employees are not allowed to participate in the Tender.
- 4) Contractors should submit the employer code details of Esi and PF.

#### **2. Scope of work.**

The party shall provide manpower as per work order in all General / ALL 3 shifts. Materials for machinery cleaning works would be extended by the mill.

#### **CORRIGENDUM/AMENDMENTS IN TENDER DOCUMENT**

Amendments if any in tender document shall be uploaded in website [www.ntcltd.org](http://www.ntcltd.org). Parties are requested to download the copy of Corrigendum/Amendments from website and attached the same with tender document.

#### **3. EARNEST MONEY DEPOSIT (EMD)**

The prospective bidder has to submit EMD of **Rs.3,00,000/-**

**The Demand Draft should be drawn from any Nationalized/ scheduled commercial Bank notified by RBI.(Excluding co-operative/Rural Bank).**

Demand Draft/ Pay Order are to be drawn in the Name of **“New Minerva Mill, Hassan“** payable at Hassan. The tender received without EMD shall be rejected out rightly.

The earnest money deposit of unsuccessful bidder shall be refunded within one month by at par cheque on bidder’s demand after completion of process.

EMD of successful bidder shall be converted into security deposit and will be refund after completion of contract successfully.

#### **4. Concession/Exemptions for MSEs Entrepreneur**

As per the Gazette of India notification dated 23<sup>rd</sup> March,2012 the MSEs registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, are exempt from payment of EMD and the tender cost and concessions therefore, the tenderer to specify whether they are Micro or Small Enterprises and if so whether they are owned by SC/ST Entrepreneurs supported by copies of Registration Certificate issued by the authorities concerned, so as to consider for granting the MSEs necessary concession/exemptions as per Government Directives.

#### **5. Implementation of Integrity pact in NTC :**

Tenderers are requested to go through the implementation of Integrity pact in NTC which is attached as **Annexure-A**. This tender is hosted on our official website: [www.ntcltd.org](http://www.ntcltd.org) 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, Sh. 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".

#### **b) FOR ANY CLARIFICATION.**

The prospective bidders are requested to contact DGM –Tech /DM-HR New Minerva Mills, Hassan 573 128 for any clarifications / information regarding the tender documents.

#### **6. SUBMISSION OF TENDER (*without Price Bid*)**

The sealed Tender are to be deposited in the Tender Box kept in the office of New Minerva Mills, Hassan on or before 25.06.2019 up to 3.00 PM.

The prospective bidders are requested to submit their complete offer in two separate sealed envelopes marked as A and B as follows:

**Envelope 'A'** should be marked "**EMD**" containing the Demand Draft of EMD of **Rs.3,00,000/-** and non refundable cost of tender document of **Rs.500/-** in case of downloaded tender document.

**Envelope 'B'** should be marked "**Tender document**" containing all documents required to meet qualification criteria and tender document with all the pages signed and stamped by the bidder firm.

Prospective tenders **need not submit hard copy of price bid along with the Tender documents on 25.06.2019** but only have to submit EMD and Tender documents. However the prospective tenderers should submit soft copy of their price bid on **25.06.2019** itself, at the time of submission of Tender documents only through our E.Mail Box on our E.Mail ID [nmmtenders.ntcsro@ntcltd.org](mailto:nmmtenders.ntcsro@ntcltd.org) Any price bid of Softcopy submitted by the prospective

**tenderers after the due date and time will not be accepted (ie) Price Bid submitted after 3.00 P.M. on 25.06.2019 will not be accepted and summarily rejected.**

All the two envelopes A, B should be placed in an outer envelopes duly sealed. In all envelopes should contain the following information clearly.

**Tender document no scope of work & due date.**

**Name & address of the bidder on left corner in all envelopes.**

**If the envelopes are not sealed and marked as stated above, the Corporation is not responsible for misplacement.**

**Tender Document submitted by fax telegram, fax shall not be entertain and shall be rejected.**

## **7. LATE TENDERS**

Tenders received by the New Minerva Mills, Hassan 573 128 after the due date & time as specified in tender documents shall not be eligible for consideration.

## **8. REJECTION OF THE TENDER**

a) New Minerva Mills, Hassan 573 128 reserves the right to accept or reject all or any of the tender without assigning any reason what so ever. It is not obligatory to give any reason for their decisions.

b) New Minerva Mills, Hassan 573 128 reserves the right not to proceed with the tendering process at any time without notice or liability and to reject any tender without assigning any reasons. New Minerva Mills, Hassan 573 128 also reserves the right to retender without assigning any reasons what so ever.

## **9. TENDER OPENING.**

The envelop A and B shall be opened on **25.06.2019** at 4.00 PM before the prospective bidders or their authorized representative who wish to be present and tender opening committee of New Minerva Mills, Hassan 573 128.

**The Financial Bid / Commercial Bid of those bidders who have been found qualified in Tender document as per the document submitted for claiming eligibility criteria will be communicated by email / fax / telephone and informed the date and time of financial bid opening.**

Management has the rights to postpone the opening date of Tender document and financial bid on account of any reason in that case the next date and time of opening of Tender document and financial bid shall be communicated to the qualified bidder's representative by email / fax / telephone.

In the event of tender opening date as stated above falling on holiday the time of receipt and opening shall be same on the next working days.

## **10. SITE VISIT**

The prospective bidders are requested to visit our said office for collecting all detail about scope of work by prior appointment.

## **11. PRICES**

The bidder should quote their prices in prescribed price bid format clearly and distinctively for all works. The offer quoted in different format shall be liable for rejection.

## **12. VALIDITY OF OFFER**

The rate quoted for the entire turnkey work shall be valid for 120 days from the date of opening of the tender.

## **13. SUPPLYING RATES**

The offer of the successful bidder shall be valid for one year from the date of approval. The bidder shall not be entitled for any increase in the Price.

## **14. PAYMENT TERMS**

30 days credit from the date of receipt of the bills.

## **15. SECURITY DEPOSIT:**

The Earnest Money Deposit (E.M.D) of successful bidder shall be converted into security deposit against the work order. The security deposit amount shall be refunded after successful completion of the work. This amount will not carry any interest.

## **16. RESOLUTION OF DISPUTES**

The Terms & Condition of this tender document shall prevail in case of any dispute arising out of this contract and any dispute directly or indirectly connected with this contract will be referred to sole arbitration of the Chairman & Managing Director of National Textile Corporation Ltd. New Delhi or any other officer appointed by the Chairman-cum-Managing Director of the corporation for this purpose. The decision of the said arbitrator shall be final, conclusive and binding upon all concerned.

## **17. 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 State of Karnataka.

## **TERMS AND CONDITIONS:**

The interested bidders are requested to visit the office before submission of tender. In their own interest and acquaint themselves with the **SHIFT TIMINGS AND WORKS** on any working day between 10.30 am to 5.00 p.m.

1. Tenders without requisite EMD will be rejected out rightly.
2. The Quotation is to be submitted only in the prescribed format.
3. The period of contract of under the scope of work shall be valid for one year which may be extended by two years, one year at a time, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of New Minerva Mills, Hassan 573 128.
4. Obtain necessary license, permit, consent, sanction, etc., as may be required or called for from/ by local or any other authority for doing such work. The party shall comply at its own cost with all applicable laws, rules and regulations in force from time to time of State or local Govt. as applicable to him or to this contract without any liability and responsibility to New Minerva Mills, Hassan 573 128 whatsoever it may be.
5. To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the State/ Central Government or any local body or authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by New Minerva Mills, Hassan 573 128 from time to time.
6. Responsible for compliance to the provisions of various labour and industrial laws relating to the personnel deployed by party for the purpose at premises of New Minerva Mills, Hassan 573 128 or for any accident caused to them and New Minerva Mills, Hassan 573 128 shall not be liable to bear any expense in this regard.
7. The Security Deposit shall be released without interest after 3 months of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the party.
8. In case of any changes of constitution of the party, the rights of New Minerva Mills, Hassan 573 128 should not suffer.
9. A senior level representative of the party shall visit mill Limited at least once in a month and review the service performance of its personnel. During the visit, party's representative will also meet mill officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day to day functioning of the services shall be carried out in consultation with and under



direction of New Minerva Mills, Hassan 573 128.

10. New Minerva Mills, Hassan 573 128 may discontinue the services if urgency at any time without assigning any reason whatsoever.

11. The Agency shall not, in any way, discontinue / withdraw the services on their own during the contract period else Security Deposit will be forfeited.

12. **Good standard of services shall be maintained as indicated.**

13. New Minerva Mills, Hassan 573 128 shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the contract.

14. No request for making advance payment on any ground shall be entertained.

15. Under no circumstances party is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

16. The Income tax as applicable shall be deducted from the bill unless exempted by the Income tax Department

17. During the course of the contract period, the party shall deposit service tax at prevailing rates as per GOI norms.

18. Penalty: In case of non compliance of the terms and condition of the contract the mill reserve the right to impose penalty up-to maximum 10 % of the total annual value of the contract during the period of operation or forfeit the security deposit whichever is higher.

19. Termination; The contract may be terminated by New Minerva Mills, Hassan 573 128 giving one month notice, in case the agency :

a. Assigns or sub-contract of this service.

b. Violation/ contravention of any of the terms and conditions mentioned herein.

c. Does not improve the performance of the services in spite of instructions.

d. Any violation of instructions/agreement of suppression of facts. On termination of the contract, it shall be the responsibility of the party to discontinue the services.

## ACCEPTANCE OF THE TENDERE:

We have read all the terms and condition of tender documents and we agree to abide by the same. We will follow strictly as mentioned in tender document and corrigendum to tender document. We are aware that any additional condition will not be accepted and there will be no change in scope of work.

1	Name & Address of the bidder , Organization/Agency with phone number, e-mail & name of Contact person.	
2	Experience in the work of PROVIDING MANPOWER Particulars (Attach CONTRACT LABOUR LICENSE & experience certificates, testimonials).	
3	Set-up of your Organization, clearly indicating details of Manpower available for performing this service.	
a.	Is the establishment registered with the Government; please give details with document/evidence.	
b.	Undertaking of the bidder confirming the availability of the adequate manpower with the requisite experience for deployment.	
4	Please attach copy of last return of Income Tax	
5	PAN No. (Please attach copy)	
6	Goods and Service Tax Registration (Please attach certificate copy).	
7	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance & submit as part of tender document.	
8	Please submit an undertaking that no case is pending with the police/court against the part of the tender document.	
9	Details of EMD DD No., Amount, Date, Bank Details, Details of Tender Document, DD No., Amount and Date.	
10	Attach Police verification, ESI & PF Registration, Labor Contract and other necessary documents.	

### Declaration by the Bidder

This is to certify that I/We before signing this tender have read all pages and documents, signed and seal & attached all documents, certificates and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Company Seal and Signature)

**ANNEXURE – 2 -(PRICE BID)-Tender Document**

For- Tender for PROVIDING MANPOWER at New Minerva Mills, Hassan 573 128.

**This Price Bid should be submitted through e-mail by way of soft copy only. Hard copy of Price Bids will not be accepted.**

From,

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

\_\_\_\_\_

\_\_\_\_\_

**PRICE BID –Contract period for one year**

<b>S.No</b>	<b>Department wise manpower</b>	<b>Rate per piece /kilo gram /meter for each department activities as mentioned in above terms.</b>	<b>Service Charge</b>	<b>Total Amount</b>
<b>1</b>	<b>Mixing –UNLOADING COTTON BALE</b>			
<b>2</b>	<b>Mixing –Transportation of cotton bale</b>			
<b>3</b>	<b>Mixing –Collecting and filling saleable waste</b>			
<b>4</b>	<b>Mixing –Converting variety wise loose cotton waste</b>			
<b>5</b>	<b>Packing-cone packing for exports</b>			
<b>6</b>	<b>Packing-Transportation and stacking of finished carton boxes</b>			
<b>7</b>	<b>Loading/fabric /yarn –Loading of 40ft container</b>			
<b>8</b>	<b>Loading/fabric /yarn –Loading of 20ft container</b>			
<b>9</b>	<b>Weaving Department-Fabric inspection and mending</b>			

**Detailed Breakup of the above quoted rate per day is as follows**

<b>S.No</b>	<b>Salary Description</b>	<b>Mixing Unloading cotton bale</b>	<b>Mixing Transportation of cotton bale</b>	<b>Mixing Collecting &amp; filling saleable waste</b>	<b>Mixing converting variety wise loose cotton waste</b>	<b>Packing cone packing for export</b>	<b>Packing Transportation &amp; stacking of finished carton boxed</b>	<b>Loading 40ft container</b>	<b>Loading 20ft container</b>	<b>Fabric inspection &amp; Mending</b>
<b>1</b>	<b>Basic</b>									
<b>2</b>	<b>DA</b>									
<b>3</b>	<b>Other Allowance</b>									
<b>4</b>	<b>Esi-Employer</b>									
<b>5</b>	<b>PF employer share</b>									
<b>6</b>	<b>Bonus</b>									
<b>7</b>	<b>Service Charge</b>									
	<b>Total</b>									

**Stamp and signature of the Bidder**

**Annexure-A.**

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

**Section 1- Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign 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.
  1. 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

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4- Compensation for Damages**

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

## **Section 5 - Previous transgression**

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

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

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

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

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

## **Section 8 - Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/ Contractors as confidential. He reports to the Chairman, NTC.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties

that they act in a specific manner, refrain from action or tolerate action.

6. The 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.

5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

6. That a person signing IP shall not approach the court while representing the matters to IEMs and he/she will await decision in the matter.

---

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Witness 1: (Name & Address) \_\_\_\_\_ Witness2: (Name & Address) \_\_\_\_\_