



नेशनल टेक्सटाइल कारपोरेशन लिमिटेड
NATIONAL TEXTILE CORPORATION LIMITED

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

CIN NO.
U74899DL1968GOI004866

पश्चिम क्षेत्र कार्यालय: एनटीसी हाउस . 15 एन एम मार्ग, बेलार्ड हस्टेट, मुंबई 400001.
WESTERN REGION OFFICE: NTC House, 15 N. M. Marg, Ballard Estate, Mumbai 400 001.
दूरध्वनी / Tel. 022-22686600, फॅक्स / Fax- 022-2268663 0

NTC/WR/MKTG/ /2024

29.10.2024

The following dates and timings may be informed to MSTC for conducting the auction for the sale of Grey Yarn available at various unit mills under National Textile Corporation, Western Region Office, Mumbai.

Auction Details :

Auction No.

MSTC/WRO/NATIONAL TEXTILE CORPORATION LIMITED/2/MUMBAI/24-25/5880[435949]

Opening Date & Time : 26-11-2024::12:00:00

Closing Date & Time : 26-11-2024::16:00:00

Inspection From Date : 28-10-2024

Inspection Closing Date : 06-11-2024

EMD Type Item Wise



एनटीसी
NTC

NATIONAL TEXTILE CORPORATION LIMITED

(A Government of India Undertaking)

**Western Regional Office,
15, N.M.Marg, NTC House, 3rd Floor,
Ballard Estate, Mumbai- 40001**

TEL NO: 022-22686607

EMAIL: wroyarnbooking@ntcltd.org

E-auction sale

**Sale of Yarn at various unit mills under
National Textile Corporation, Western Regional Office**

**E-auction will be made through MSTC portal individually for each variety of
Yarn.**



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दूरध्वनी / Tel. 022-22686600, फॅक्स / Fax- 022-22686630

Date: 18.10.2024

E-AUCTION NOTICE

Sub: - Sale of 1496 bags of yarn on "as is where is and as is what is basis" available at various unit mills under NTC WRO through MSTC Portal by e-auction

National Textile Corporation, Western Regional Office, Mumbai (**NTCL-WRO**) is inviting parties who are dealing in Yarn to participate in the e-auction conducted through MSTC portal for sale of yarn available at various unit mills under NTCL-WRO on "as is where is and as is what is basis".

1. ELIGIBILITY CRITERIA FOR PARTICIPATION IN E-AUCTION

- a.) The Company/Organization/Individual should not be in defaulters list of any National/ Government/ Private/ International organization. Self attested declaration to be produced in this regard.
- b.) Bidder should submit copy of GST registration certificate, if registered.
- c.) Copy of PAN of the bidder (if PAN is not submitted, TCS @5% will be charged against the normal rate of 1%)
- d.) *Bidder should submit sign copy the INTEGRITY PACT*

The original supporting documents of all above eligibility criteria (a to d) of all the bidders will be verified by NTCL-WRO before permitting them to participate in the e-auction.

2. CORRIGENDUM/AMENDMENTS IN E-AUCTION DOCUMENT

- At any time prior to closure of bids, NTCL-WRO, for any reason whether at their own initiative or in response to a clarification required by any prospective bidder may modify the e-auction documents.
- During the process of evaluation of bids, NTCL-WRO may, at its discretion, ask bidders for clarifications on their bids. The bidders are required to respond within the prescribed time-frame.
- The amendment shall be part of the e-auction documents and will be notified by publication in MSTC portal <https://www.mstcecommerce.com>, NTCL website www.ntcltd.org and Central Public Procurement Portal <https://eprocure.gov.in/epublish/app> and the same will be binding on the prospective bidders.
- All the intending bidders are advised to keep close watch on the website of NTCL website www.ntcltd.org, MSTC portal <https://www.mstcecommerce.com> and CPP Portal <https://eprocure.gov.in/epublish/app> in their own interest.

Sr Manager(Mktg) General Manager (Mktg/Fin) General Manager(Tech)

OIC/RH

3. DETAILS

The prospective bidders are requested to contact the following officials for any clarification / information regarding the e-auction documents etc.

Name of Official	Contact Number
P.D.Nitnaware, Sr.Manager(Mktg.)	+91 9323842499
S.S.Vasan, GM (Mktg./Fin.)	+91 9539241580

4. PRE BID EMD (EARNEST MONEY DEPOSIT)

The prospective bidders are required to remit pre bid EMD deposit at the following rates for participating in each e-auction to the account of MSTC by observing the procedures listed out in the special terms and conditions of the bidding document.

Lot No.	Mill	Count	Quantity (Kgs)	Pre Bid EMD (In Rs.)
WRO/ACM/Y01	Aarti Cotton Textile Mills	40s KD HOSIERY Auto (30/40 Cone packing)	400.00	3680
WRO/BTM/Y02	Barshi Textile Mills	52s PC 67:33 AUTO	120.00	733
WRO/BTM/Y03	Barshi Textile Mills	62s POLYSTER 100% Auto	60.00	337
WRO/BTM/Y04	Barshi Textile Mills	40s POLYSTER 100%	120.00	615
WRO/BT/Y05	Burhanpur Tapti Textile Mills	29s K AUTO Cone	38.00	254
WRO/BT/Y06	Burhanpur Tapti Textile Mills	40s KD COMPACT 100 AUTO	33.00	232
WRO/BT/Y07	Burhanpur Tapti Textile Mills	42sk 100% COTTON 100 Auto	30.00	119
WRO/BT/Y08	Burhanpur Tapti Textile Mills	48s K AUTO Cone	15.00	119
WRO/BT/Y09	Burhanpur Tapti Textile Mills	40s PC 70:30 AUTO	22.00	115
WRO/BT/Y10	Burhanpur Tapti Textile Mills	56s PC 70:30 AUTO	458.00	2,695
WRO/BT/Y11	Burhanpur Tapti Textile Mills	45 PV 65:35 Auto	60.00	318
WRO/BT/Y12	Burhanpur Tapti Textile Mills	36 PC Slub 70:30 Auto	540.00	2901
WRO/BT/Y13	Burhanpur Tapti Textile Mills	38 PC Slub 70:30 Auto	480.00	2,588
WRO/BT/Y14	Burhanpur Tapti Textile Mills	29 PV slub 65:35 Auto	60.00	303
WRO/BT/Y15	Burhanpur Tapti Textile Mills	38 PV slub 65:35 Auto	60.00	317
WRO/FMA/Y16	Finlay Achalpur Mills	60 KC AUTO	3300.00	28,671
WRO/FMA/Y17	Finlay Achalpur Mills	60 CC AUTO WEAVING	13200.00	1,31,316
WRO/FMA/Y18	Finlay Achalpur Mills	40 CC AUTO WEAVING	4020.00	33,677
WRO/FMA/Y19	Finlay Achalpur Mills	60s KD AUTO	180.00	1,441
WRO/FMA/Y20	Finlay Mill Achalpur	18 K WEAVING AUTO	2580.00	17,359
WRO/FMA/Y21	Finlay Mill Achalpur	20 K WEAVING AUTO	9180.00	62,485
WRO/FMA/Y22	Finlay Mill Achalpur	60 K WEAVING AUTO	1645.00	13,781
WRO/FMA/Y23	Finlay Mill Achalpur	16 PC (67:33) WEAVING	4680.00	23862
WRO/INDU5/Y24	India United Mills No5	70s Poly 100% EYC HT TPI 38	3000.00	23208
WRO/NBT/Y25	New Bhopal Textile Mills	60s KD AUTO	180.00	1,478
WRO/NBT/Y26	New Bhopal Textile Mills	38 POLYSTER 100 AUTO	420.00	1,949
WRO/PM/Y27	Podar Mills	64 PC 80:20 Auto	240.00	1,743
WRO/PM/Y28	Podar Mills	60s POLYSTER 100% AUTO	60.00	395
WRO/PM/Y29	Podar Mills	50s Poly 100% AUTO HT TPI 38	60.00	447
WRO/RTM/Y30	Rajnagar Textile Mills	40s KD AUTO	213.66	1,593
WRO/RTM/Y31	Rajnagar Textile Mills	50s KD COMPACT AUTO	180.00	1,474
WRO/RTM/Y32	Rajnagar Textile Mills	40 Combed AUTO	28.00	236
WRO/RTM/Y33	Rajnagar Textile Mills	60 CC AUTO	172.04	1,748
WRO/RTM/Y34	Rajnagar Textile Mills	58 K AUTO	49.00	423
WRO/RTM/Y35	Rajnagar Textile Mills	44 K AUTO WEAVING	2154.60	17,655
WRO/RTM/Y36	Rajnagar Textile Mills	40 CC AUTO WEAVING	570.78	4,863
WRO/RTM/Y37	Rajnagar Textile Mills	50 KC AUTO WEAVING	751.74	6,593
WRO/RTM/Y38	Rajnagar Textile Mills	40 KC AUTO WEAVING	8377.60	63,480
WRO/TM/Y39	Tata Mills	40KC AUTO WEAVING	1523.00	12,244
WRO/TM/Y40	Tata Mills	60KC AUTO WEAVING	47.00	425
WRO/TM/Y41	Tata Mills	2/40 CC WEAVING	611.60	5,665
WRO/TM/Y42	Tata Mills	60 Combed AUTO WEAVING	1719.10	18,452
WRO/TM/Y43	Tata Mills	2/100 CC WEAVING	241.60	3,692
WRO/TM/Y44	Tata Mills	80 Combed AUTO WEAVING	660.80	8957

WRO/TM/Y45	Tata Mills	40CC AUTO WEAVING	20.00	170
WRO/TM/Y46	Tata Mills	100CC AUTO WEAVING	3372.20	48996
WRO/TM/Y47	Tata Mills	120CC AUTO WEAVING	1280.80	19890
WRO/TM/Y48	Tata Mills	150CC AUTO WEAVING	66.70	1,324
WRO/TM/Y49	Tata Mills	90 Combed HT AUTO WEAVING	133.40	2,153
WRO/TM/Y50	Tata Mills	2/30 PC 70:30 WEAVING	128.50	871
WRO/TM/Y51	Tata Mills	2/30 PC 67:33 WEAVING	2079.90	14263
WRO/TM/Y52	Tata Mills	40 PC Combed 67:33 AUTO WEAVING	4188.00	29512
WRO/TM/Y53	Tata Mills	2/40 PC 67:33 Combed WEAVING	1037.00	7,929
WRO/TM/Y54	Tata Mills	50 PC Combed 67:33 AUTO WEAVING	788.40	5,672
WRO/TM/Y55	Tata Mills	2/80 PC Combed 67:33 WEAVING	2164.40	21675
WRO/TM/Y56	Tata Mills	20 PC 52:48 AUTO WEAVING	755.50	4,735
WRO/TM/Y57	Tata Mills	60s POLYSTER 100%	420.00	2,672
WRO/TM/Y58	Tata Mills	2/40 PV 67:33 WEAVING	61.90	450
WRO/TM/Y59	Tata Mills (Purchased from Tirupati Mill)	2/30 PC (70:30)	2940.00	15,323

- a. Bidder has to participate for a particular variety of yarn available as a lot. They have to bid for the entire quantity available in a particular lot. Bidder has to participate for individual Lot separately. The prospective bidder who wishes to participate in e-auction will have to submit earnest money deposit as above separately for the e-auction of the respective Lots by ONLINE payment through MSTC gateway in their login & password.
- b. Bidders will not be allowed to bid without earnest money deposit by the portal.
- c. The earnest money of unsuccessful bidder will be refunded online by MSTC.
- d. EMD will not attract any interest charges.
- e. EMD will be subjected to forfeiture in the event of any failure as the part of the bidder during e-auction and after completion of e-auction as per the policies of MSTC.
- f. H1 bidder will be selected for individual lot.
- g. EMD will be adjusted with final bill.

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

Bidders are requested to go through the implementation of integrity pact in NTC which is attached as Annexure - A. This e-auction is hosted in MSTC website along with the copy of the Integrity Pact, which may be downloaded and submitted dully signed with seal, along with the technical bid. "Only those bidders, who commit themselves to Integrity Pact alone, would be considered competent to participate in the bidding process.

If any bidder is aggrieved on the conduct of this e-auction, they are free to approach the said IEM in terms of Integrity Pact.

6. REJECTION OF THE E-AUCTION/SALES ORDER

- a. NTCL-WRO reserve the right to accept or reject all or any of the e-auction without assigning any reason what so ever. It is not obligatory for NTCL-WRO to give any reason for their decisions.
- b. NTCL-WRO reserve the right not to proceed with the e-auction process at any time without notice or liability, and to reject any e-auction without assigning any reasons.

NTCL-WRO also reserve the right not to proceed with the e-auction without assigning any reasons what so ever.

- c. NTCL-WRO reserve the right to cancel sales order at any point of time without assigning any reason what so ever. It is not obligatory for the NTCL-WRO to give any reason for their decisions.

7. INSPECTION OF YARN

The material mentioned in e-auction can be inspected up to 2 days prior to the date of e-auction (from 10.00 am to 4.00 pm, from Monday to Saturday on all working days), at the respective mills, as the case may be with prior intimation to mill General Manager/Incharge. The details of mill contact number with address are attached in **Annexure-1**.

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

8. PRICES

Bidder need not submit any financial bid along with the technical bid through MSTC website. The price can be quoted during e-auction process through online.

9. PAYMENT TERMS

In case of sold / confirmed /STA lots, the successful bidder will have to deposit 50% of the sale value (after deducting Pre-bid EMD) within 5 (five) calendar days from the date of closing of the e-auction. Balance 50% of the payment to be paid within next 5 days. Lifting of the material is permitted only after realization of complete payment by using e-payment gateway of MSTC. Payment breakup will be given in MSTC sale order.

10. COMPLETION OF SALE CONTRACT

- After making the full payment, sale contract will be issued to the successful bidder by MSTC. Lifting of yarn from mills should be completed within 21 days from the date of sale contract.
- In case of non-lifting of material within 21 days, godown rent/ late lifting charges @ 1.00% per week or part thereof up to a period of 2 weeks will be charged on the sale contract value. Delivery of yarn will be allowed only after paying the godown rent / Carrying Charges at individual mills.
- If the complete quantity is not lifted after 35 days from the date of sale contract, NTCL-WRO will cancel the sale contract and forfeit the pre bid EMD and all other payments made by the party without assigning any reason thereof. Also, NTCL-WRO shall have the right to resell the yarn at any time and in any manner, it deems fit.
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11. RESOLUTION OF DISPUTES

The Terms and Condition of this e-auction shall prevail in case of any dispute arising out of the same and any dispute directly or indirectly connected with the same, the decision of NTCL-WRO shall be final.

12. FORCE MAJURE

In case of any circumstances beyond the control of the NTCL-WRO such as natural calamity, riot, strike, war, quarantine, fire or any act of circumstances of force majeure, the contract time shall be extended to the extent of destruction / shortfall / damage arising due to the above cause. NTCL-WRO shall inform the quantum of such deficit to the bidder within 7 days.

13. JURISDICTION

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

14. CONDITIONS OF DELIVERY:

- Loading and delivery will be on H1 bidder's account and shall be permitted only during working hours on working days after giving advance intimation to the Mill General Manager/ Official.
- Names of authorized representatives, supervisors and working force shall be declared by the bidder and names, photos, designations etc., shall be made available to mill at the time of dispatch.
- NTCL-WRO / Mills will not provide accommodation for the personnel of bidder. The bidder has to make his own arrangements for the same.
- The bidder shall abide by and will be responsible to follow all the Labour Laws in respect of persons engaged by them. NTCL-WRO/Mills shall not be responsible for any claim raised by their personnel in respect of the e-auctions. The statutory safety measures shall be applicable during the entire contract period.
- Necessary safety precautions as per safety rules and regulations to be taken by the bidder.
- The rules and regulations of the concerned mill should be strictly followed by the bidder.
- The bidder shall comply with all statutory provisions as applicable/amended from time to time.
- The insurance risk will be on bidder's account and will start from the moment the yarn is loaded into bidder's truck. In case, if any fire/theft/mishap take place after loading of the yarn into the bidder's truck till its weighment (at the weighbridge outside the godown premises) the insurance claim will have to be settled by the bidder's insurance company.

- As regards weighment of bags there will be in house (within mill premises) weighing as well as third party weighing in the presence of mill's committee and whichever is higher will be considered as the final invoice weight.
- NTCL-WRO reserves the right to hold back full or partial quantity of any lot even after awarding of the bid/at the time of dispatch without assigning any reasons whatsoever.
- Delivery of yarn will be based on "as is where is and as is what is basis" and no repacking of material will be done.
- NTCL-WRO is not liable for any kind of quality complaints in future and no such claims will be entertained.

INTEGRITY PACT

Between

National Textile Corporation Limited, Western Regional Office, Mumbai hereinafter referred to as **"The Principal"**

and

----- Herein after referred to as
"The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ to _____. The Principal

Values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1- Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the E-AUCTION for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the E-AUCTION process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the E-AUCTION process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the E-AUCTION process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the E-AUCTION process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the E-AUCTION process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign E-AUCTIONERS" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign E-AUCTIONERS" is placed at **Annexure-B1**.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3- Disqualification from E-AUCTION process and exclusion from future contracts.

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

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the E-AUCTION process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the E-AUCTION process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the E-AUCTION process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings."

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

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

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the E-AUCTION process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/ Contractors as confidential. He reports to the Chairman, NTC.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. INDEPENDENT EXTERNAL MONITORS NTC has appointed Smt. Archana Pandey Tiwari, IRS (Retd) and Shri Sadhu Ram Bansal, Ex-CMD Corporation Bank as Independent External Monitors (IEMs), with the approval of Chief Vigilance Commission for implementation of Integrity Pact.
7. IEMs commenced their services to the Company from 23rd March,2021.

8. The Monitor will submit a written report to the Chairman, NTC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
9. If the Monitor has reported to the Chairman, NTC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word '**Monitor**' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of NTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
 2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
 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 Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure- "B1"

GUIDELEINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all global (Open) E-AUCTION and limited E-AUCTION. An agent who is not registered with NTC shall apply for registration in the prescribed Application-Form.
- 1.1 Registered agents will file an authenticated photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreements and giving the status being enjoyed by the agent and the Commission/remuneration/salary/retainer ship being paid by the principal to the agent before the placement of order by NTC.

1.2 Wherever Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/REPRESENTATIVES IN INDIA. IF ANY.

2.1 E-AUCTIONers of Foreign nationality shall furnish the following details in their offer.

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agents/representatives be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission /remuneration included in the quoted price(s) for such agents /representatives in India.

2.1.3 Confirmation of the E-AUCTIONer that the commission / remuneration if any, payable to his agents/representatives in India, may be paid by NTC in Indian Rupees Only.

2.2 E-AUCTIONers of Indian Nationality shall furnish the following details in their Offers.

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, I.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to E-AUCTION either directly or through the agents/representatives.

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

2.2.3 Confirmation of the foreign principals of the E-AUCTIONer that the commission/remuneration , if any, reserved for the E-AUCTIONer in the quoted price(s) , may be paid by NTC in India in equivalent Indian Rupees on satisfactory completing of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/remuneration, if any payable to the agents /representatives in India in Indian Rupees on expiry of 90 Days after the discharge of the obligations under the contract.

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

Guidelines on Banning Business Dealings

1. Introduction

- 1.1. National Textile Corporation Limited (NTC) deals with Agencies viz parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NTC to deal with Agencies who commit deception, fraud or other misconduct in the E-AUCTIONing process.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if E-AUCTIONed, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 The Information for Bidders/ Instruction to Bidders and even the General Conditions of Contract (GCC) of NTC generally provide that NTC shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or anything unethical not expected from a reputed contractor.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors/bidders; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the Mills whether operational or closed/showrooms/RMDs/Regional Offices/Sub Offices/Liaison Office of NTC.
- 2.4 It is clarified that these guidelines do not deal with the poor performance of the contractors/ Agencies.
- 2.5 The banning shall be with prospective effect, i.e. future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

- a) For NTC Wide Banning

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

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

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

Director/ Regional Head of the Unit/ Region shall be the 'Appellate Authority' in all such cases.

- IV. "Investigating Committee" shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.
- V. "Approved Agencies viz Parties / Contractors / Suppliers/Bidders" shall mean and include list of Parties/ Contractors / Suppliers / Bidders etc, who have been pre-qualified by NTC for any E-AUCTION/contract/bid.

4. Initiation of Banning / Suspension

Action for banning /suspension business dealings with any Agency shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NTC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Committee, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.
- 5.2 The order of suspension shall be communicated to all Departmental Heads of NTC and Heads of the Units, which would also be displayed on Intranet, if available. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.5 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

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

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

- 6.5 If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract;
- 6.6 If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note : The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

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

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

- 8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors/Bidders etc.
- 8.2 The effect of such an order would be that the Agency would not be qualified for competing in Open E-AUCTION Enquiries or Limited E-AUCTION Enquiries till the period mentioned in the order.
- 8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.
- 9.2 If the Agency requests for inspection of any relevant document in possession of NTC, necessary facility for inspection of documents may be provided.

- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers/Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.
- 9.5 Unitwise banning may be done for a period upto six months only and for more than six months banning, it should be pervasive i.e. for all the units. In case of pervasive banning for more than six months i.e. across all the units, it should be done after approval of the Director (Finance) of the corporate office.

10. Appeal against the Decision of the Competent Authority

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

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

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

Corrupt, Fraudulent, Collusive or Coercive Practices Policy

1.0 Corrupt, Fraudulent, Collusive or Coercive Practices

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

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

External Monitor(s)(IEM) appointed by the Employer shall oversee the compliance of obligation under the Integrity Pact.

- vi) "Independent External Monitor(s) (IEMs)" means the External Monitor(s) appointed by the Employer to oversee the implementation of Integrity Pact
- (b) A Bid may be rejected by the Purchaser if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or defaulted commitments under integrity pact as mentioned above in competing for the contract in question.
- (c) The Purchaser may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or defaulted commitments under integrity pact in competing for, or in executing, a contract.
- (d) Banning of Business Dealings: It is not in the interest of NTC to deal with Agencies who commit deception, fraud or other misconduct in the E-AUCTION process. The grounds on which Banning of Business Dealings can be initiated are as follows:-
- i) If the security consideration, including questions of loyalty of the Agency to NTC so warrants;
- ii) If the director/ owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
- iii) If business dealings with the Agency have been banned by the Ministry of Textiles, Government of India or by any other department of GOI.
- iv) If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- v) If the Agency uses intimidation / threatening or brings undue outside pressure on NTC or its official for acceptance / performances of the job under the contract:
- vi) If the Agency misuses the premises or facilities of the NTC, forcefully occupies or damages the NTC's properties including land, water resources, forests / trees or tampers with documents/records etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).
- vii) In the transaction where NTC is a seller, the term Purchaser shall be deemed to have been replaced by 'Seller' and vice versa.

ANNEXURE – 1

Mill contact number with address

SI No.	Unit Mills	Unit Address	Unit Head/ Incharge	Unit Head Mobile No.
1	Barshi Textiles Mills (BTM)	2553, Bhojare Road, P.B.No.30, Barshi, Distt. Sholapur.	Shri Ajay Borwankar	08233479437
2	Finlay Mills, Achalpur (FMA)	Amravati Road, Achalpur, Dist - Amravati, Maharashtra - 444805	Shri Amit Singh	06263221977
3	Indu No. 5 Mills (INDU5)	A.G. Pawar Lane, Byculla, Mumbai – 400 027.	Shri Sandeep Sharma	09146600882

4	Podar Mills (PM)	382, N.M. Joshi Marg,Chinchpokli,Mumbai – 400 011.	Shri S. S. Vasan	09539241580
5	Tata Mills (TM)	Dr.Ambedkar Road, Dadar,Mumbai – 400 014.	Shri Kungumaraju P	9865774397
6	Burhanpur Tapti Mills (BT)	Lal Bagh,Burhanpur - 450 331.	Shri K. BALASUBRAMANIAN	09491303844
7	New Bhopal Textile Mill(NBT)	New Bhopal Textile Mills, Chandbad, Near Railway Station Bhopal - 462 010. Opp. Uttar Gujarat Patel	Shri Gajendra Shukla	09969010333
8	Rajnagar Textile Mills (RTM)	,Nagar Society,Babupura, Asarwa, Civil Hospital Road,Ahmedabad – 380016.	Shri Vikas Aggarwal	07011890618
9	Arati Cotton Mills (ACM)	Arati Cotton Mills, Das Nagar, Howrah -700013.	Shri Anupam Ganguli	09748298664