



भारतीय पटसन निगम लिमिटेड

(भारत सरकार की संस्था)



The Jute Corporation of India Limited

(A Government of India Enterprise)

पंजीकृत और प्रधान कार्यालय: 15एन, नेली सेनगुप्ता सरणी, 7वां तल

Regd. & Head Office: 15N, Nellie Sengupta Sarani, 7th Floor

कोलकाता / Kolkata – 700 087 •

सी.आई.एन./C.I.N.: U17232WB1971GOI027958

Ref. No.JCI/HO/Pers./Cir./2022-23/Dec-1

Date: 01.12.2022

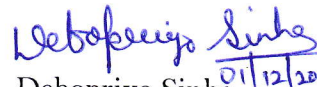
C I R C U L A R

In continuation to the Circular Ref. No. JCI/Admn.2022-23 dated 31.05.2022 on implementation of Integrity Pact in the Corporation, it is further being brought to the notice of all concerned that the format for Integrity Pact to be signed by the successful bidders for various tenders/contracts of the Corporation has been finalized and agreed upon by the Independent External Monitors (IEMs). The same is enclosed herewith for ready reference as **Annexure-I**. The enclosed format for Integrity Pact has to be compulsorily made a part of the tender/bid document of tenders having value of more than Rs.25 lakhs, as annexure, for information and perusal of the bidders. However, the same is required to be signed only by the successful bidder.

Further, all tenders for procurement transactions / contracts of the Corporation above Rs.25 lakhs have to compulsorily contain a clause pertaining to the Integrity Pact, which the bidders must agree in order to qualify in the bid / tender process. The draft of the clause is enclosed as **Annexure-II**.

It is further informed that the Integrity Pact has already been implemented in the Corporation and all concerned are hereby advised to strictly adhere to the provisions of Integrity Pact while drafting tender documents for contracts above the aforementioned threshold limit.

This is for strict compliance.


Debopriyo Sinha
Manager (HR)

Copy to:

1. MD's Secretariat –for information of MD.
2. D(F)'s Secretariat - for information of D(F)
3. GM(O/M)
4. Chief Managers
5. Sr. Managers
6. Managers
7. Dy. Managers
8. Asst. Managers
9. All Employees of the Corporation.
10. Notice Board/ Guard File/ JCI website.

INTEGRITY PACT
(Applicable for successful bidder only)

Between

The Jute Corporation of India Ltd., hereinafter,
referred to as "JCI", and
..... hereinafter referred to as "Service
Provider"

Preamble

WHREAS, JCI is a CPSE with its Registered and Head Office in Kolkata and RLDs/ Regional Offices and Departmental Purchase Centres across 6 States, viz., West Bengal, Bihar, Orissa, Andhra Pradesh, Assam and Tripura.

And

WHEREAS, JCI values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Principals.

In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall be deemed to be an integral part of the Agency Agreement between us.

In order to achieve this goal, JCI may seek cooperation of the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, JCI may appoint an external independent Monitor who will monitor the tender/auction/e-auction/e-sale/e-bookings process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of JCI

JCI commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of JCI, 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 him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) JCI will, during the tender/auction/e-auction/e-sale/e-bookings process, provide to all Buyer(s)/Vendor(s) the same information and will not provide to any Buyer/Vendor confidential/additional information through which the Buyer/Vendor could obtain an advantage in relation to the tender/auction/e-auction/e-sale/e- bookings process or the contract execution.
- c) JCI will exclude from the process all known prejudiced persons.

If JCI obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, JCI will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Service Provider

The Service Provider commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/e-bookings/e-procurement process and during the contract execution.

- i) The Service Provider will not, directly or through any other person or firm, offer, promise or give to JCI or to any of JCI's employees involved in the tender/auction/e-auction/e-sale/e-booking process or the execution of the contract or any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- ii) The Service Provider will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- iii) The Service Provider will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Service Provider will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by JCI as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- iv) The Service Provider 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.
- v) The Service Provider 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 Service Provider/Bidder, before contract award, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Service Provider into question, JCI is entitled to disqualify the Buyer from the tender/auction/e-auction/e-sale/e-booking process or to terminate the contract, if already signed, for such reason.

- i) If the Service Provider has committed a serious transgression through a violation of Section 2 above such as to put his reliability or credibility into question, JCI is entitled also to exclude the Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- ii) If the Service Provider can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, JCI may revoke the exclusion prematurely.
- iii) A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

Section - 4 Compensation for Damages

1. If JCI has disqualified the Buyer from the tender/auction/e-auction/e-sale/e-booking process prior to the award according to Section 3 above, JCI is entitled to demand from the Buyer liquidated damages equivalent to 3% of the value of the offer.

2. If JCI has terminated the contract according to Section 3, or if JCI is entitled to terminate the contract according to Section 3, JCI shall be entitled to demand from the Service Provider liquidated damages equivalent to 5% of the contract value.
3. If the Service Provider can prove that the exclusion of the Service Provider from the tender/auction/e-auction/e-sale/e-booking process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Service Provider has to compensate only the damage in the amount proved. If JCI can prove that the amount of the damage caused by the disqualification of the Service Provider before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

Section - 5 Previous Transgression

1. The Service Provider declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Service Provider makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section - 6 Equal treatment of all Service Providers/Bidders

1. The Service Provider undertakes to demand from all subcontractor(s) a commitment consistent with this Integrity Pact, and to submit it to JCI before contract signing.
2. JCI will enter into agreements with identical conditions as this one with all Buyer(s), Vendor(s).
3. JCI will disqualify from the tender process all Service Providers/Bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Service Provider

If JCI obtains knowledge of conduct of a Service Provider or of an employee or a representative or an associate of a Service Provider, which constitutes corruption, or if JCI has substantive suspicion in this regard, JCI will inform the Central Vigilance Office.

Section - 8 External Independent Monitor

1. JCI may appoint competent and credible External Independent Monitor for this Pact. In such case 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. He reports to the Chairperson of the Board of JCI.

3. The Monitor has the right of access without restriction to all Project documentation of JCI. The Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Service Provider with confidentiality.
4. JCI will provide to the Monitor sufficient information about all meetings among the parties related to the project provided as meetings could have an impact on the contractual relations between JCI and the Service Provider. 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 JCI and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard subject non-binding 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 regularly submit a written report to the Chairperson of the Board of JCI and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Service Provider 12 months after the last payment under the respective contract, and for all other Service Providers 6 months after the contract has been awarded.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of JCI.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Service Provider 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.

For JCI

For Service Provider

Place: _____

Date: _____

Witness 1: _____

Witness 2: _____

ANNEXURE-II

Clause No.....Integrity Pact:

As per notification of the Central Vigilance Commission (CVC) entering into “Integrity Pact” for this tender is a mandatory pre-requisite. Only those vendors/bidders, who commit themselves to signing the “Integrity Pact” with the Corporation would be considered competent to participate in the tender. At the stage of participating in the tender, all vendors are required to commit to signing the “Integrity Pact” with the Corporation, in the event of their succeeding in securing the order. Only the successful bidder will be required to actually sign the “Integrity Pact”.

Post signing of the Integrity Pact when the pact becomes operative, any violation of the Integrity Pact or in cases of issue related to execution of the contract, the Corporation/Vendor shall approach the Independent External Monitor (IEMs) for resolution and redress.

The details of IEMs are as under:

*Shri Subhasish Sarkar
Flat 406, Block III
Kirti Apartments
Mayur Vihar Phase Extension
Delhi – 110009
Email: subhashishsarkar53@yahoo.com*

*Shri Upendra Malik
B-108, NSG Society,
Plot2, Pocket 6
Builders Area, Greater Noida
Uttar Pradesh – 201315
Email: upendra.malik@gmail.com*