



THE JUTE CORPORATION OF INDIA LIMITED (JCI)

(A GOVERNMENT OF INDIA ENTERPRISE / MINISTRY OF
TEXTILES)

Head Office
15N, Nellie Sengupta
Sarani
HUDCO Building, 7th Floor
Kolkata– 700 087

CIN: U17232WB1971GOI027958

NOTICE INVITING TENDERS (NIT)

**INVITES TENDER FROM VENDORS (SMALL AND MICRO-
ENTREPRENEURS, ARTISANS AND NATIONAL LEVEL MULTI
STATE COOPERATIVE SOCIETIES) SITUATED IN ANDHRA
PRADESH & TELENGANA
FOR SUPPLY OF JUTE BAGS ALONG
WITH ALUMINIUM FOIL COATED PAPER BAG**



IMPORTANT DATES

Tender No.: JCI/MKTNG-TTD/ JUTE BAGS/ 2022-2023 Dated: 10.05.2023

Last Date of Submission of Tender: 31.05.2023, 12:00 Noon at JCI Head Office

1. The Jute Corporation of India Ltd., A Govt. of India Enterprise, Address: -15N, Nellie Sengupta Sarani, Kolkata-700087, hereby referred as the “Corporation” invites sealed tenders from manufacturers situated in the state of AP & Telengana, hereby referred as the “Suppliers/Tenderers” for supply of Jute Bags within stipulated date and time as mentioned in the tender schedule. The tender documents along with its accompanying terms and conditions can be downloaded from the website of the Corporation www.jutecorp.in
2. Any amendment /corrigendum in the above would be given on the website www.jutecorp.in

TENDER SCHEDULE FOR SUPPLY OF JUTE BAGS

Last date for receipt of tenders for technical bid & financial bid at JCI – HO in Kolkata	31.05.2023 up to 12.00 Noon
Date for opening of Technical bid at JCI – HO in Kolkata	31.05.2023 at 3:00 PM
Date for opening of Financial bid at JCI – HO in Kolkata	06.06.2023 at 3:00 PM
Date for pre- bid meeting at JCI – HO in Kolkata	24.05.2023 at 2.00 PM

3. Technical Specification of Jute Bags along with Aluminium Foil coated paper Bags

Quality Parameter of the TTD bag				
Fabric Quality	13X13 Natural Jute fabric			
Handles	Natural Cord	Natural Cord	Natural Tape Handle	Natural Tape Handle
Print	SRIVARI PRASADAM IN BLUE COLOR ONE SIDE IN A BOX(), AZO free Dyestuff, Water based Pigment Print			
Style	TTD(-1)	TTD1	TTD2	TTD4
Size(Inch)	10.5x7.5x4	12.5x9x4.5	12.5x10x4.5	14.5x12.5x5
Bag Clouser	Velcro White colour, Size: 2.25"	Velcro White colour, Size: 2.25"	Zipper white colour, Size:2.25" Type:5No.,Puller: Plastic one no.	Zipper white colour, Size:2.25" Type:5No.,Puller: Plastic one no.
Inter lock stitch	Both side	Both side	Both side	Both side
Stitching Thread	3 Ply, Polyester, Natural Colour with Blue thread at side seam.			
Stitching Density	8 to 9 per Inch			
Tagging of	Yes	Yes	Yes	Yes
Bundle Size	25 Pcs	25 Pcs	25 Pcs	25 Pcs
Packing poly bag size(Inch)	60x48x12	60x48x12	60x48x12	60x48x12
Aluminium foil coated paper bag	60 GSM paper & 7 micron aluminium foil			
Quantity: 270000 Pcs	14%	16%	68%	2%
Note: Quantity of % of each bag may be varied and also P.O. may be issued partly as per requirement				
RESERVE PRICE DETAILS				
Reserve Price w/o GST	21.59	26.76	31.23	45.05
GST	As applicable			
Note: The above reserve prices are only indicative and not offer from JCI. The final prices shall be given only on the receipt of valid offers from the vendors. It is to be noted that quoting above the reserve prices are not allowed.				

Sample picture of the bag:

TTD(-1) Size: 10.5”X7.5”X4”



TTD 1 Size: 12.5”X9”X4.5”



TTD 2 Size: 12.5”X10”X4.5”



TTD 4 Size: 14.5”X12.5”X5”



4. Procedure of Tender Submission

The tenderers should submit sealed offer in a manner as mentioned below: Two Bid system

Envelope super scribed “**Tender for Supply of Jute bag along with aluminium foil coated paper bag.**” will contain **Envelope No.1 super scribed “Technical Bid” (containing documents as per Qualification Criteria) & Envelope No. 2 super scribed “Financial Bid”(containing financial bid document)** into the drop box placed at JCI HO, 15N, Nellie Sengupta Sarani, 7th Floor, HUDCO Building, Kolkata – 700087.

5. QUALIFICATION CRITERIA (Technical documents to be submitted)

For above business opportunities basic qualification criteria are as follows;

- (a) Tenderer must have monthly production capacity of minimum 50000 pcs of Jute Bags. Tenderer must produce necessary document proving production capacity as mentioned above.
- (b) License and Registration: Tenderer must have valid registration for manufacturing of jute bags. A copy of the same would require with the Tender application form.
- (c) Statutory Requirements: Tenderer must have valid GSTIN registration, PAN and up- to date Income Tax (IT) return of preceding 3years. Copies of all the said mentioned documents need to be submitted with the Tender Application form.
- (d) The Tenderer has to submit Annual report of last 3 years. However it is not applicable for startup.
- (e) The tenderer has to submit the profile of the Company.
- (f) The Tenderer has to submit the Integrity Pact as per Annexure D.

6. TERMS & CONDITIONS

- (a) **RATE:** - Rate should be quoted for one Jute Bag of each quality considering deliveries at given destination as per the Annexure – A. Taxes as applicable are to be charged extra. Offer (BID) shall be valid for a period of 1(one) Year from the date of opening of tender during which no escalation in the rates will be allowed.
- (b) **SECURITYDEPOSIT:** 3% of the tender value as Security Deposit within 7 days from the date of accepting of the tender and also enter into a Contract for supply of the material as per supply schedule. The Security Deposit will be refunded without any interest after completion of the supplies and Contract period.
- (c) **E-Way Bill:** - Tenderers have to submit E-Way Bill along with consignment note.
- (d) Tenderers have to submit the Integrity Pact, duly signed by the same signatory who signs the bids as required.
- (e) Purchase Order for the tender quantity will be issued in parts depending on the sale quantity and other related circumstances.

- (f) Corporation may or may not place purchase order for the entire tender quantity.
- (g) The clauses mentioned in the tender will be binding on the successful bidder to whom the tender will be awarded till the completion of procurement period.
- (h) The period of procuring the tender quantity will be valid for one year from the date of awarding of the tender to the successful bidder.
- (i) **DELIVERY PERIOD:** The Tenderer will have to supply the ordered quantity as per schedule given in P.O.± 10 days can be considered as grace period.
- (j) **DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:**
 - (i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract received in the good condition.
 - (ii) In case the supplier fails to deliver any or all of the materials covered by the contract, the Corporation reserves the right to cancel the contract or any portion thereof along with the forfeiture of the security deposit and hold the supplier liable for all damages sustained by the Corporation because of the supplier failing to perform the contract in addition to the legal actions that may be taken by the Corporation against the defaulting supplier.
 - (iii) In case the goods supplied are not according to specifications then Corporation may either reject such goods entirely or may decide to retain a portion of the supplies. In which case the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this Contract, at the sole discretion of the Corporation.
 - (iv) In case the goods are not delivered within the stipulated period, the Corporation reserves the right to late delivery charge which is equal to 2% of the contract value of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier.
 - (v) The additional expenses, thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the materials, which are not connected with the Corporation.
- 7. **DEFAULT TO SUPPLY AS PER SPECIFICATIONS:** In case the goods supplied are not according to Contract specifications, the Corporation will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the Corporation.. After obtaining the results, if the sample is found not to as per the Contract specifications, the Corporation shall have the full right to fix the rate as per the pro-rata basis and not as per Contract rate. The decision of the Managing Director of the Corporation will be final and binding on both the parties

8. **DURATION OF THE CONTRACT:** This Contract will be in force for a period of 12 months from the date of signing of the Contract. However, it will be concluded only when the entire supplies are completed as per purchase order or delivery schedule and payment for the supplies are made. The liability and obligations of the supplier under this Contract will continue to be in force notwithstanding the conclusion or termination of the Contract in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the Contract.
9. **DOCUMENTS FORMING PART OF THE CONTRACT:** The terms and conditions, Annexure-A for other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance and Purchase Order to be issued shall form part of the Contract and the parties here to agree to abide by the said terms and conditions.
10. **TERMS OF PAYMENT:** (a) Payment shall be paid within 15 days from the date of submission of invoices with supporting documents as per corporation requirement along with proof of receipt.
11. **SETTLEMENT OF DISPUTES ARISING OUT OF CONTRACT:** The supplier shall make every effort to resolve any issue amicably through mutual negotiation, and in the event of non-settlement of any dispute despite attempt(s) of negotiation being made, the matter shall be referred to Arbitration as per procedures stipulated in Arbitration and Conciliation (Amendment) Act 1996.
12. **COURTS OF JURISDICTION:** The supplier here to expressly agree that only the Courts at Kolkata shall have jurisdiction with respect to any matter arising out of this Contract.
13. **PRE-DISPATCH INSPECTION:** The Jute Corporation of India reserves the right to inspect the Jute Bags if required at site only by the representatives of Corporation or Authorized Agency appointed by the Corporation.
14. On the basis of mutual discussion the supplier may be execute any excess quantities to a maximum of 10% of the total value of works during the validity period of the Contract at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to reduce up to 10% of the quantities notified in the Contract depending upon the actual requirement with 10 days' notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, packing material, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications. No escalation of contracted rates is allowed.
15. **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 – 11009
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

16. CORRUPT PRACTICES:

- (a) Any bribe, commission, or advantage offered or promised by or on behalf of the Bidder to any officer or official of the Corporation shall (in addition to any criminal liability which the Bidder may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Bidder will also make his tender liable to rejection.
- (b) The Jute Corporation of India reserves the right to reject any or all the tenders without assigning any reason. The successful Bidder will be intimated of the acceptance of his tender by a letter/ email.
- (c) In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD/ Security Deposit.
- (d) Any act of bribery, gift or advantage given or promised or offered by or on behalf of the Contractor or any one of their partners/Directors/Agents or officials to any officer, officials, representative or agent of the Corporation or any person on his or their behalf for showing any favor or forbearing to show any disfavor to any person in relation to the Contract, shall make the Contractor liable for breach of contract, resulting in termination of this Contract or any other Contract with the Corporation and the Contractor shall be liable to compensate the Corporation for any loss or damage resulting from such termination and the Corporation may deduct and/ or forfeit the EMD or Security Deposit, if deemed appropriate.

17. DISPUTE RESOLUTION & GOVERNING LAWS:

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this NIT/ RFP/ contract, the dispute shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. Further, all questions, disputes and/or differences arising under or in connection with the NIT/ RFP/ contract or touching or relating to construction, meaning, scope, performance, operation or effect of the same or the validity or the breach thereof, which is not resolved amicably within 15 days, such matter or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the sole Arbitrator shall be appointed as

per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

In case the award passed by the arbitrator, is assailed/ referred before the court of law, the same shall be exclusively subject to the jurisdiction of Courts at Kolkata.

This NIT/ RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this NIT/ RFP/ Contract.

18. TIME IS OF THE ESSENCE:

Time shall be of the essence of this contract and of each and every part thereof.

19. INDEMNITY:

The Contractor hereby indemnifies and holds the Corporation harmless from and against all fines, suits, claims, demands, losses, expenses, costs, fees and actions (including, without limitation, attorney's fees, costs and expenses) which may arise for infringement of any right protected under any law or which may arise in respect of any injury to person or damage to or loss of property caused by the acts or omissions of the Contractor, its agents, employees, invitees, etc., in connection to the execution of the contract.

Without prejudice to Corporation's other rights and remedies, the Corporation will be entitled to deduct from any dues payable to the Contractor, the amount payable by Corporation as a consequence of any such above claims, demands, costs charges and expenses.

20. REPRESENTATION AND WARRANTY:

Each Party represents and warrants that:

- (a) it has full right, power and authority to enter into and carry out the work mentioned in this RFP/ Contract and have been and is on the date of this RFP/ Contract duly authorized by all necessary and appropriate corporate or other action to execute this RFP/ Contract;
- (b) it has no prior commitments, arrangements or agreements with any other person/ Corporation/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this RFP/ Contract;
- (c) it has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and properly supply the goods as agreed to be supplied hereunder; and
- (d) it shall perform its obligations, including without limitation, payment obligations under this RFP/ Contract with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- (e) it has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract does not conflict with, or result in breach of or default under applicable law, or any order, writ, injunction or decree of any court or governmental authority

or any RFP/ Contract/agreement, written or oral, to which it is a party.

21. VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED:

Any verbal or written arrangement abandoning, varying or supplementing this RFP and/or contract or any of the terms hereof shall not be binding on the Corporation unless and until the same are endorsed or incorporated in a formal instrument.

22. RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

The Corporation reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the bidders or assigning any reason thereof. Further, conditional bids shall be rejected outrightly. Before submitting the bid, the Bidders are advised to be well acquainted with the actual working and familiar with all other prevalent conditions, facilities available, nature of consignments, dispatches etc. No claim will be entertained later on the ground of lack of knowledge.

23. NON-DISCLOSURE OF CONTRACT DOCUMENTS:

The Contractor and its employees/ agents shall treat the details of the contract as private and confidential shall not disclose directly or indirectly any information or details to any third party, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Corporation. The Contractor shall indemnify the Corporation for any loss suffered by the Corporation as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor, and the Corporation shall be entitled to claim damages and act in accordance with law. The Contractor's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this RFP/ Contract for whatever reason.

24. ENGAGEMENT OF SUB-CONTRACTORS:

No sub-Contractor/ sub-agent shall be engaged by the Contractor for accomplishment/ carrying out full or part of any work under the contract. However, if the Corporation specially approve in writing, sub-Contractor/ agent can be engaged for the purpose of this RFP/ Contract.

25. TERMINATION & MODIFICATION:

The Corporation may, without prejudice to any other right or remedy under this contract, terminate the contract in whole or in part, by giving not less than 15 (fifteen) day's written notice to the Contractor: -

- i. If the Contractor breaches any of the terms and conditions of the contract.
- ii. If the Contractor fails to supply the goods within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.

iii. If the Contractor, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the written notice from Corporation.

iv. In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Corporation shall, by a notice in writing have the right to terminate the Contract and all the rights and privileges of the Contractor hereunder, shall stand terminated forthwith.

v. If the Corporation considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Corporation shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Corporation shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Corporation.

vi. In case the Contractor's rights and obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Corporation's consent, the Corporation may at its absolute discretion, terminate this Contract.

vii. Notwithstanding any provisions herein to the contrary, the Corporation may terminate the contract by giving 30 days' notice to the Contractor due to any other reason not covered under the above clauses and in the event of such termination the Corporation shall not be liable to pay any cost or damage to the Contractor except for payment of services as per the Contract up to the date of termination.

viii. The terms and conditions of the contract may be modified with the mutual consent of both the parties, in writing, as and when required.

26. **Force Majeure.** If at any time during the continuance of this contract the performance by either party under this contract of any of its obligations is rendered impossible by reasons of Force Majeure such as Acts of God i.e. flood, fire, earthquake, explosion, war, riots, civil commotion etc. (here-in-after referred to as Force Majeure) then, provided written notice of the happening of the event of Force Majeure is given by the affected party to the other within 72 hrs of the occurrence thereof, the affected party shall not be liable for fulfillment of any of its obligations pursuant to this contract during the continuance of the event of force majeure. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

ANNEXURE - A

PLACE OF DELIVERY:

Sl. N o.	Units	DestinationAddress
1	Tirumala	New C type quarters 34 Balaji colony Tirumala, Tirupathi 517504, Andhra Pradesh Or Laddu Complex at TTD

ANNEXURE – B

1. For financial bid the tenderers must fill in their rates in the prescribed format as provided in Annexure C in company's letter head duly signed by authorized signatory with seal. All pages of the tender document needs to be signed and stamped by the tenderer as acceptance of the terms and conditions of the tender and submit it with the technical bid documents.
2. Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates coated by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders.
3. The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
4. Corporation reserves the right to get the manufacturing capacity of all firms-verified irrespective of the registration status.

ACCEPTANCE OF TENDERS:

5. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
6. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
7. The Corporation may allot 40% of the order quantity to L1 bidder 30% of the order quantity to L2 & 30% of the order quantity to L3 provided L2 & L3 agree to supply the quantities allocated to them at the L1 rate. In case L2 & L3 refuses the offer, the same may be offered to other participating tenderers in a manner in which the tenderers may be considered according to the rate coated in an ascending order
8. Successful tenderers shall execute a contract in accordance with these terms and conditions.

OTHER CONTRACTUAL OBLIGATIONS:

9. The contract shall not be void of being varied except by written consent of both the purchaser and the Tenderer. The Jute Corporation of India Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the Tenderer's quotations, offers etc., which propose to impose conditions at variance with this contract.

10. The Tenderer shall not sublet or delegate this contract or part thereof without the written consent of Corporation.

11. The Tenderer shall keep confidential all matters concerning this contract and comply with all reasonable security requirements.

12. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect on this contract in any manner unless it is signed by the Officer, who has signed the contract or authorized by the parties.

FORFEITURE AND REFUND OF THE SECURITY DEPOSIT:

13. In case the selected tenderer does not supply the Jute Bag at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the security money deposited by the tenderer will be forfeited by the Corporation.

The Security Deposit will be refunded without any interest after completion of the supplies and contract period.

ANNEXURE – C

SPECIAL INSTRUCTIONS FOR GUIDANCE OF THE TENDERERS:

1. The tender must be signed by a person competent to sign such document and should be duly witnessed.
2. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
3. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalization of the tender.
4. The rates quoted in all cases must be firm.
5. Price quoted should be strictly in accordance with the Units specified otherwise quotations are liable to be passed over.
6. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
7. The Tender must be accompanied with one sample bag as per given specifications.
8. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying condition so far with special conditions attached to the tender are liable for rejection.
9. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.

10. FINANCIAL BID (To be submitted in Company Letter head in Envelope 2)

Style	Rate in Rs. Per pc Jute Bag with aluminium coated paper bag w/o GST
TTD(-1)	
TTD 1	
TTD 2	
TTD 4	

ANNEXURE D

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-booking 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-booking 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- booking 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-booking/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: _____

FOR ANY CLARIFICATIONS ON
SUBMISSION OF TENDER

Please Contact

Deputy Manager (O&M)
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