

THE JUTE CORPORATION OF INDIA LIMITED  
(A Government of India Enterprise)  
HUDCO BUILDING, 7th floor, 15-N Nellie Sengupta Sarani, Kolkata-700087  
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Tender No. JCI/Pers./Agency/2023-2024

Engagement of Service Provider/ Agency for providing manpower of different categories at  
The Jute Corporation of India Ltd.



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Tender Notice No. JCI/Pers./Agency/2023-2024

Date: 30-08-2023

**Engagement of Service Provider/ Agency for providing manpower at The Jute Corporation of India Ltd.**

**I. OBJECTIVE**

To engage Service Provider/ Agency for providing manpower in different categories as per requirement of the Corporation.

**II. SCOPE OF WORK**

To provide manpower in different categories as per requirement of The Jute Corporation of India Ltd., (hereinafter referred to as 'Corporation' for brevity).

**III. ELIGIBILITY CRITERIA**

The Service Provider agency participating in the bid must upload the following documents in their technical bid:

- a) Copy of valid Trade Licence.
- b) Copy of Permanent Account Number (PAN).
- c) Copy of Private Security License to engage in the business of Private Manpower Service Provider from the State Government, to comply the Private Security Agencies (Regulation) [PSAR] Act enacted in the year 2005 by Government of India, Ministry of Home Affairs (PM Division).
- d) Income Tax Returns and Audited Annual Accounts for last three years ending 2022-2023
- e) Average Annual Turnover should be at least 50% of the estimated cost for the last three financial years ending 2022-2023. Proof of certificate signed by the auditor to be uploaded.
- f) Copy of ESI and PF Registration Certificate
- g) Copy of GST Registration Certificate
- h) Bank Account Number and IFS Code, (cancelled cheque to be enclosed)



- i) Complete bid document to be duly signed & stamped as a token of its understanding/acceptance.
- j) In case of MSME, MSME certificate to be enclosed.
- k) Past Experience of Similar Services and Qualifying Criteria (proof of documents also required to be uploaded)

The Bidder must have successfully executed/ completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) of providing manpower in the last five financial years ending 2022 -2023 to any Central/ State Govt. Organization/ PSU. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services of providing manpower shall be uploaded with the bid.

l) Documentary proof like order copy, experience certificate of providing different category of manpower (highly skilled, semi skilled, unskilled, different managerial grades, office executives, housekeeping, security personnel) in the last five financial years ending 2022-2023.

#### **IV. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the last date for submission of bids, the Corporation may at its own motion or in response to a clarification requested by a prospective Bidder, amend the bid documents by issuing necessary corrigendum(s). The amendment will be notified in the website of the Corporation. Only and will be binding on all the bidders. The Corporation may at its discretion extend the last date for submission of bids.

#### **V. PREPARATION OF BIDS**

The bids prepared by the bidder and all correspondences and documents relating to the bids shall be written in English language. Any action on the part of any bidder to influence any officer of the Corporation in the process of examination, clarification, evaluation, and comparison of bids, and decision concerning award of contract, or canvassing in any form, shall make the tender liable for rejection.

#### **VI. CLARIFICATION OF TENDERS**

To assist in the examination, evaluation, comparison of the tenders and eligibility of the Bidders, the Corporation may, at its discretion, seek clarification from any Bidder about its tender, and provide reasonable time to the Bidder to respond. Any clarification submitted by a Bidder which is not sought by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the price or substance of the





tender shall be sought, offered, or permitted, except for the rectification of arithmetic errors observed by the Corporation in the evaluation of the tender.

If a Bidder does not provide clarifications sought by the Corporation before the date and time given by the Corporation, its tender shall be liable to be rejected without any further notice and without assigning any reason thereof.

#### **VII. PERIOD OF CONTRACT**

Period of contract shall be for 2 (two) years and may be renewable for further one year subject to the satisfactory performance and compliance to the terms and conditions of the contract by the Service Provider and as per requirement by the Corporation.

#### **VIII. FINANCIAL BID**

Bidder is to quote as per format of Financial Bid (Annexure - B).

#### **IX. FINANCIAL EVALUATION**

Financial bids will be opened and evaluated only in case of those Bidder(s) who qualify in the evaluation of their Technical Bids.

#### **X. TERMS OF PAYMENT**

The payment shall be released on monthly basis after satisfactory completion of job on submission of bill with detail break up in duplicate. Payment will be made by the Corporation within 15 - 20 (fifteen - twenty) working days from the date of receipt of bills duly supported by attendance certificates (original or photocopy signed), production of proof of payment of EPF/ESIC and other statutory payments and proof of wages credited to the personnel deployed/outsourced in the Corporation. Salary/wages to be disbursed strictly within 2 working days from the date of receipt of final approval of the payment sheet. Statutory compliance to be strictly followed by the agency and regarding any legal case filed against the principal employer on negligence of the agency then any loss, compensation, legal expenses required to be paid to be borne entirely by the agency. Further, failing in disbursement of salary/wages within the stipulated time, an amount to the tune of 10% of the bill value to be deducted by the Corporation.

#### **XI. SPECIFICATIONS**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract.

#### **XII. LOCAL CONDITIONS**

It is imperative for each Bidder to be fully informed themselves of all countrywide as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The Bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract. No request will be considered for clarifications from the Corporation



regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. The Corporation will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract and shall not permit any changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

#### **XIII. EFFECTIVE DATE OF CONTRACT**

The contract shall become effective from the date of issuance of Work Order/Letter of Award (LOA) by the Corporation to the Service Provider/ Agency in writing.

#### **XIV. DATE OF COMMENCEMENT OF CONTRACT**

The date on which the mobilization is completed in all respects will be treated as date of Commencement of Contract.

#### **XV. SIGNING OF INTEGRITY PACT**

The selected bidder shall have to mandatorily sign the Integrity Pact as per the enclosed format.

#### **XVI. TERMS & CONDITIONS**

1. Notwithstanding the above, the Corporation reserves the right to accept or reject the tender or the tender process and reject all tenders at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever.
2. The Agency shall fulfil all conditions applicable to the contract under the relevant Act.
3. The Agency shall be governed by the laws of India and interpretations in accordance with such laws.
4. The Corporation shall not be responsible for any dispute of any nature relating to deployment of its resources.
5. The Service Provider/ Agency shall be responsible for deploying of its manpower and any sorts of loss, due to negligence / lapse have to be indemnified by the Service Provider/ Agency.
6. The Service Provider/ Agency shall issue proper Photo Identity Cards and necessary documents like appointment letters, salary slips, experience certificates and any other relevant documents pertaining to employment to the manpower deployed by them.
7. The successful Service Provider/ Agency have to furnish performance security in form of RTGS/NEFT in favour of "THE JUTE CORPORATION OF INDIA LIMITED", account details will be shared, @ 3% of total estimated cost. The Security Deposit will be released after successful execution and completion of the contract.





8. The Agency shall not appoint/engage any sub-Service Provider/ Agency to carry out any obligation under this contract.
9. The Service Provider/ Agency shall maintain a complaint book at the Head office of the Corporation. They will also maintain visitors' book to be maintained by security personnel to be deployed at the head office.
10. The Service Provider/ Agency desires to rescind the contract they may assign suitable and/or logical reasons which are legally and factually acceptable by giving a notice period of 60(Sixty) days failing which the amount of Security Deposit shall be forfeited.
11. If the Agency repeatedly violates the terms and conditions of the contract or fails to render satisfactory service the contract shall be liable to be terminated with forfeiture of Performance Security Deposit.
12. The Service Provider/ Agency shall have to produce certificate from Income Tax Authority to avail of tax exemption otherwise income tax shall be deducted at source as per Income Tax Act, 1961.
13. Conditional offers or any alterations/corrections/overwriting made in the tender shall not be considered. Similarly incomplete and unsigned offer are liable to be rejected. Signature shall be under the common seal with designation of the authorised signatory
14. Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
15. Security personnel deployed by the agency shall not act in a manner prejudicial to the interest of JCI Ltd.
16. Any untoward incident if happened at the Head office of the Corporation should be immediately intimated to the In-Charge of the Head office of the Corporation. In case of necessity a General Diary/F.I.R, as circumstance demands is to be lodged with the concerned Police Station. However, lodging complain with the local Police Station will not absolve the agency of its responsibility.
17. Selected Agency shall earmark one Service-in-Charge who must be in touch with the In-Charge of each at Head office of the Corporation.
18. The Agency shall maintain an Attendance Register for its security personnel at Head office of the Corporation.
19. Security Personnel shall be physically fit for arduous security duty and without any criminal record. They shall be in proper uniform and shall be well equipped to discharge their duties effectively.
20. The Service Provider/ Agency will be responsible for making the monthly payment directly to the engaged personnel from his own sources and subsequently raise the bill for reimbursement which will be verified on the basis of actual amount disbursed and attendance.
21. The Service Provider/ Agency shall be responsible for all illness/injuries suffered and accidents, if any, met by the security personnel engaged by the Service Provider/ Agency in course of discharge of their duties and the Corporation shall not be liable for payment of any



compensation. The Security Personnel shall be insured by the Service Provider/ Agency against personal accidents arising out of and during the course of their duties.

22. In the event of any short fall of personal due to absenteeism, illness etc. the Service Provider shall arrange the replacement.

23. It would be the responsibility of the Service Provider/ Agency to verify the credential of security personnel as well as other personnel deployed by them and any adverse report at a later date shall be the entire responsibility of the Service Provider/ Agency and the Corporation in no case shall be liable for such adverse report.

24. In case of any security personnel performing overtime duty, the person will be entitled to receive double the wage rate and subsequent benefits for the duty performed.

25. The security guards to be deployed must be able to read and write in English other than local language. The security guards must be able to operate fire fighting devices.

26. No fees/ payment of any nature whatsoever shall be charged from the prospective candidates/ employees appointed and deployed by the Service Provider/ Agency under this contract.

27. It may be noted that the tender notice is only for fixing a contract and shall not be construed as invitation to bid for providing the job i.e., there is no guarantee for award of work without assigning any reason whatsoever may be.

28. The Bidder acknowledges that he assumes all risks contingent upon the nature of the contract to be actually encountered by the Bidder while executing the contract, even though such actual conditions may result in the Bidder performing more or less work than that originally anticipated.

29. The bidder shall furnish signed declaration indicating that they have carefully read the terms and conditions of the Tender and accepted all the provisions of the Tender Document.

30. The security personnel deployed at the Corporation to be rotated at the discretion of the Corporation.



**TECHNICAL BID**  
**SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER**

SL No	Description of the Document	Yes (Signed and stamped copies to be enclosed) / No
1	Copy of valid Trade License	
2	Copy of Permanent Account Number (PAN)	
3	Copy of Private Security License to engage in the business of Private Manpower Service Provider from the State Government,	
4	Income Tax Returns and Audited Annual Accounts for last three years ending 2022-2023	
5	Average Annual Turnover should be at least 50% of the estimated cost for the last three financial years ending 2022-2023. Proof of certificate signed by the auditor to be uploaded.	
6	Copy of ESI and PF Registration Certificate	
7	Copy of GST Registration Certificate	
8	Bank Account Number and IFSC Code (cancelled cheque to be enclosed)	
9	Complete tender document each page duly signed & stamped as a token of its understanding/acceptance	
10	In case of MSME, MSME certificate to be enclosed	
11	The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) of providing manpower in the last five financial years ending 2020 -2021 to any Central / State Govt Organization / PSU. Copies of contracts / work orders / documentary evidence of successful execution / completion in support of Past Experience of Similar Services of providing manpower shall be uploaded with the bid.	
12	Contact details of the personnel of Manpower Service Provider who will be available for 24X7 and proof of document of office in consignee geographical location to be provided.	
13	Documentary proof like order copy, experience certificate of providing different category of manpower (highly skilled, semi skilled, unskilled, different managerial grades, office executives, housekeeping, security personnel) in the last five financial years ending 2022-2023.	
14	Self undertaking by the bidder that the agency/Corporation is not black listed or any criminal cases or fraud cases pending against the proprietor/agency/firm relating to previous contract.	





Signature with Seal of the Bidder

**TENTATIVE CATEGORY OF MANPOWER TO BE DEPLOYED BY THE SERVICE PROVIDER**

SL NO	CATEGORY OF MANPOWER	Salary/Wages
1	Executives for various departments	As intimated by Corporation
2	Non-Executives like Addl. Accountant, Addl. Junior Addl. Junior Assistant, Addl. Junior Inspector and other relevant manpower as and when required	As intimated by Corporation
3	Highly Skilled	As intimated by Corporation
4	Semi Skilled	As intimated by Corporation
5	Unskilled (House Keeping), with necessary materials and equipments	As intimated by Corporation
6	Security Personnel (Without arms but with proper uniform and other equipments), shift will be round the clock.	As intimated by Corporation
7	Any other technical personnel with necessary equipments.	As intimated by Corporation

The agency is required to maintain roster related to SC, ST, and OBC along with employee database and to be shared monthly.

**OTHER TERMS AND CONDITIONS**

1. The remuneration of the employees engaged in different positions through Service Provider/ Agency will be determined by the Corporation. However, the Service Provider/ Agency shall in no case pay the personnel deployed for the Corporation less than the Minimum mandatory wages per month as may be fixed by the Appropriate Govt. from time to time and records of such payment should be maintained in a Register as well as all other registers as per Contract Regulation and Abolition Act, 1970, which shall be made available for examination to the Corporation's Management as and when required and compliance shall be submitted in the form of self-documentation
2. The Service Provider/ Agency shall pay the personnel deployed for the Corporation and records of such payment details should be maintained in a register which shall be made available for examination to the Corporation's Management as and when required.
3. If at any time during the engagement, Service Provider/ Agency's employee is found guilty of any act of misconduct or any willful breach or negligence in terms of the engagement/ contract letter or rules or directions of duties, disobedience of the instructions given to them



from time to time, the Corporation's Management may, without any notice or payment in lieu of any notice, remove such Agency's employee from contract and terminate their engagement with the Corporation as well as initiate legal action as may be required considering the nature of misconduct. The Corporation will conduct a periodical review of the persons engaged on behalf of the Service Provider/ Agency and if the performance is not satisfactory, the employee must be changed and replacement shall be provided within 10 working days failing which a deduction of 10 % of the gross salary of the person who has been proposed for relief or has been relieved.

4. The Service Provider/ Agency shall not engage the personnel below the age of 18 years. All the personnel deployed shall be medically fit and their antecedent be verified prior to the deployment at the Corporation.
5. Leave Facility & Working Hours - The leave facility and working hours will be as per Corporation's rules except for the persons employed as security guards and engaged in housekeeping activities.
6. The Service Provider/ Agency shall not engage any sub-Service Provider/ Agency or transfer the contract to any other service provider.
7. The Service Provider/ Agency shall deploy Manpower as per the requirement of the Corporation. The Corporation will provide job description for each vacant position. Service Provider/ Agency will line up candidates based on job description. Proper advertisement of the vacant positions like giving newspaper ads, uploading the same in their website and other means has to be adopted. Final selection will be done on the basis of the interview conducted by the Corporation/ JCI. During interview, representatives of the Service Provider/ Agency should be present at required locations of the Corporation to conduct the interview process and pre interview formalities. The Corporation may relax the interview procedure if the candidate is engaged in the service of the Corporation on outsourced basis via some Service Provider/ Agency and is re-engaged for the same position via a new Service Provider/ Agency.
8. In case of abnormally low financial bid the Corporation's decision will be final and the bidder has to abide by the terms and conditions as laid down by the Corporation. Failing on accepting of the terms and conditions as laid down before placing of order the bidder will be debarred from participating in any tenders of the Corporation for the coming 1 year.
9. The personnel deployed cannot claim for employment from the Corporation neither they can form union or association. In case any such incident taking place the Corporation reserves the right to take suitable action against the Service Provider/ Agency and the performance security may also be forfeited.
10. The Corporation will not be responsible in any respect with regard to service conditions and salaries of the personnel provided by the Service Provider. The Service Provider will be the employer of the personnel deployed/ outsourced and the Corporation will have no concern/ liability whatsoever in respect of their services.





11. The present manpower currently deployed at the Corporation via outsourced agency will be rolled over including all statutory obligations who will be awarded the contract.

12. Splitting of bid will not be allowed.

#### Annexure - B

#### FINANCIAL BID

The rates to be quoted considering monthly CTC of the manpower deployed inclusive of charges like contribution towards ESI, PF, Bonus, cost of reliever, weekly off, National Holidays, and other statutory charges if any along with minimum wages as per state scheduled rates wherever applicable as well as considering uniformed unarmed security guard for duty of 7 days a week in three shifts at Head office of the Corporation, Kolkata and Patsan Bhawan, New Town respectively .

Particulars	Agency's Yearly Service Charges (excluding of GST for selection and deployment of single manpower for a year (In Rs.)) **
A	B
Selection and deployment of Manpower along with tools, tackles, housekeeping items respectively as per the requirement of The Jute Corporation of India Ltd.	

\*\* - Considering CTC for that particular manpower Rs. 5.0 LPA

Note: Taxes will be regulated / reimbursed as per the Tax laws, as applicable

#### Illustration for Computing 'Agency's Yearly Service Charges excluding of GST for selection and deployment of single manpower for a year (B)'

Let us assume,

⇒ CTC in LPA of an employee (x) → Rs. 10.00

⇒ Selection Fee to be charged by agency per New Candidate (y) → Rs. 5,000/-

⇒ Service Charge in %-age to be charged by agency for deployment (z) → 10%

Agency's Yearly Service Charges (B) =  $y + (x * z * 1000) \rightarrow 5000 + (10 * 10 * 1000) \rightarrow \text{Rs. } 1,05,000/-$

Kindly Note: - The service charge and selection fees are absolutely hypothetical and should not be used as reference for quoting the price bid. The above Illustration should be treated as guidelines only.





Bidder should quote consolidated price only on GeM exclusive of all taxes. "L1" bidder has to provide detailed cost break up of percentage as service charge and selection fee for a new candidate separately prior to award of contract through email / hard copy to JCI.

Signature with Seal of the Bidder

### IMPORTANT INSTRUCTIONS

1. No political influence and formation of union will be entertained from the persons deployed as securities and others. The bidder should be held sole responsible for any untoward incident as mentioned.
2. The security personnel and others cannot claim re-employment from the Corporation after termination of contract or after the expiry of the termination of the contract.
3. Salary hike intimation to be provided by the Corporation.
4. All the personnel employed under the outsourced agency cannot claim any form of employment in the Corporation. A declaration to be obtained from each personnel deployed under the outsourced agency.
5. Price to be quoted considering the existing manpower and additional manpower at Patsan Bhavan located at New Town Rajarhat as well as the existing office at 15N, Nellie Sengupta Sarani, Kolkata - 700087. The bidders can make site inspection before quoting.
6. In some cases of Addl. Junior Inspector's 10% of the monthly salary amount has been withheld, which may have to be released after the rolling over but it has to be released by the selected bidder sans any Service Charge and GST, as the same has already been paid once.



## CONDITIONS OF CONTRACT

### **1. FORFEITURE CLAUSE:**

In the event of Service Provider failing to execute the work i.e., supply of manpower as and when required to the full satisfaction of the Corporation and/or in the event of breach of any terms and conditions of the contract, the Competent Authority of the Corporation reserves the right to cancel the contract or withhold the payment due to Service Provider in part or full and to forfeit the Performance Security Deposit.

### **2. 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 out rightly.

### **3. RIGHTS OF THE CORPORATION:**

- i. The Corporation reserves the right to split the scope of the work to more than one Service Provider without assigning any reason whatsoever. No claim will be entertained by the Corporation on account of the same.
- ii. The terms and conditions specified herein are indicative in nature and the same shall not restrain the Corporation from imposing or requiring the Bidder to agree upon such further or other terms and conditions at the time of executing the contract with the successful Bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this tender.
- iii. The Service Provider or its agents/ employees committing any breach of terms and conditions mentioned herein and/ or rendering unsatisfactory services, in the opinion of the Corporation shall render itself liable for forfeiture of performance security deposit and/or termination of the contract forthwith without any notice or any compensation in lieu thereof.
- iv. Without prejudice to above, the contract can be terminated with a notice of one month on either side, during the contract period.



- v. The engagement or subsequent contract does not assure any minimum business guaranty to the bidder/ Service Provider.
- vi. The Corporation reserves the right to extend the period of tender availability and/ or the date of opening of the bids.

**4. SIGNING OF CONTRACT:**

The successful bidders shall execute an agreement with the Corporation on Non- Judicial stamp paper of value not less than Rs. 100/- within 7 (seven) days of written communication for acceptance of lowest rates. The stamp duty shall be borne and paid by the Service Provider.

**5. PERFORMANCE SECURITY DEPOSIT:**

The successful bidder shall furnish the Performance Security Deposit of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_) to be paid through NEFT/RTGS on the date of signing of the agreement/ contract. The Performance Security Deposit will not carry any interest amount.

Failure of the successful bidder to submit the Performance Security Deposit of \_\_\_\_/- (Rupees \_\_\_\_\_ only) on signing the Contract shall constitute sufficient grounds for the annulment of the award, forfeiture of the Performance Security Deposit and blacklisting of such bidders from all future tenders of the Corporation.

The Performance Security Deposit shall be released to the empanelled Service Provider after completion of the contract period only and on being satisfied of the successful completion of the contract and ensuring that no liabilities are due from the Service Provider or its employees. In case of any complaint or pending dues, the Performance Security Deposit shall be released only when the said due(s) is cleared by the Service Provider and/or when the complaint is resolved.

**6. STATUTORY COMPLIANCES:**

- (a) The Bidder(s)/ Service Provider shall comply with the provisions of the Minimum Wages Act 1948, Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workman's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952, Payment of Bonus Act 1965, Employer's Liability Act 1938, Employment of Children Act 1938; Maternity Benefit Act 1961, and/or any other rules, regulations and statutes as amended from time to time, that is and/or may be applicable to the Service Provider and its employees/ personnel. The Corporation reserves the right to call for proof of such compliance whenever deemed necessary and the Bidder shall abide by the same. The Bidder shall be solely





responsible for violation of any provisions of the above mentioned legislative enactments or any other statutory provisions and shall further keep the Corporation indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance with the aforesaid statutory provisions. In case of Bidder's failure to fulfill any of the obligations hereunder and/ or under the said Acts/rules/regulations or any bye-laws or rules framed under or any of these, the Corporation, shall be entitled to recover any of such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Bidder's monthly payment and Performance Security Deposit.

(b) Income Tax, Service Tax or any other taxes levied by the government shall be the sole liability of the Service Provider/ Agency. All liabilities, toward tax deduction, welfare measures for the security personnel and all other obligations that are enjoined in such cases but are not exhaustively enumerated and defined herein shall be the exclusive responsibility of the Service Provider and it shall not involve the Corporation in any manner whatsoever.

(c) The Service Provider shall need to provide 'INDEMNITY BOND' on Rs.100/- stamp paper, so as to indemnify the Corporation against all liabilities regarding EPF, ESI & other labour laws, including any issues & liabilities arising out of or in connection with any other laws in force from time to time. The Service Provider should give the indemnification in the following manner: -

"I/ We hereby undertake to indemnify and keep THE JUTE CORPORATION OF INDIA LIMITED indemnified and harmless against any loss and damage that may be caused or likely to be caused, with respect to any proceeding, claims, expenditure or liabilities or non-compliances whatsoever arising out of or in connection or relating to P.F/ E.S.I/ Labour Laws and any other laws as applicable from time to time. This shall remain binding on the Undersigned/ Service Provider, legal representatives, executors & successors of the Undersigned/ Service Provider".

**7. VERBAL UNDERTAKING NOT BINDING UNLESS FORMALIZED:**

Any verbal 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 to writing.



**8. 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 render the services for the projects as agreed to be rendered 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.

**9. WAIVER:**

The failure of either party at any time to enforce any provision of this RFP/ Contract, shall in no way affect its right thereafter to require complete performance by the other party. Further, waiver of any breach of any provision shall not be held to be a waiver for any subsequent breaches. Any waiver shall be valid only if it is recorded in writing and signed by the authorized officials of the Corporation.

**10. ENGAGEMENT OF SUB-SERVICE PROVIDERS:**

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



**11. FORCE MAJEURE:**

Neither party hereto shall be considered to be in breach of or default of its duties or obligation here under if breach is caused by or the result of act beyond the control of any party which include but not limited to any war, or hostility, act of public enemy, civil commotion, sabotage, accidents, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock outs, or acts of God provided that notice of such happenings is given by either party to the other within seven dates from the date of occurrence thereof.

**12. INDEMNITY:**

The Service Provider 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) with respect to any injury to person or damage to or loss of property on or about the premises or in the building or in or on the grounds and parking areas caused by the acts or omissions of the Service Provider, its agents, employees, invitees, or by any other person entering the building, the premises, or related facilities under express or implied invitation of Service Provider.

**13. NOTICE:**

All notices or reports permitted or required under this RFP/ Contract or otherwise in connection to the work, shall be in writing and sent to the address set forth hereunder or such other address as either party may specify in writing by personal delivery or by the recognized courier services, speed post or registered post etc.

Corporation's Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Service Provider Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. TERMINATION & MODIFICATION:**

The Corporation may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 30 (thirty) days written notice to the Service Provider, terminate the contract in whole or in part: -

- i. If the Service Provider breaches any of the terms and conditions of the contract.
- ii. If the Service Provider fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Corporation in writing.





- iii. If the Service Provider, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the default notice from Corporation.
- iv. If the Service Provider in the judgment of Corporation has engaged in corrupt or fraudulent practices in completing or in executing the contract. In the event, Corporation terminate the contract in whole or in part, the Corporation may get such services done, upon such terms and in such manner as it deems appropriate and the Service Provider shall be liable to Corporation for any risk and costs for such similar services.
- v. This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract, thereof.
- vi. In the event that the Service Provider 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 Service Provider/ Agency hereunder, shall stand terminated forthwith.
- vii. If the Corporation considers that, the performance of the Service Provider/ Agency is unsatisfactory, or not upto the expected standard, the Corporation shall notify the Service Provider/ Agency 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 Service Provider/ Agency, if Service Provider/ Agency fail to comply with the requisitions contained in the said written notice issued by the Corporation.
- viii. In case the Service Provider/ Agency's rights and obligations under this Contract and/or the Service Provider/ Agency'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.
- ix. Notwithstanding any provisions herein to the contrary, the Corporation may terminate the contract with 30 days notice to the Service Provider/ Agency 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 Service Provider/ Agency except for payment of services as per the Contract up to the date of termination.
- x. The terms and conditions of the contract may be modified with mutual consent of both the parties as and when required.

**15. TIME IS OF THE ESSENCE:**

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



**16. DISPUTE RESOLUTION & GOVERNING LAWS:**

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this 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 RFP/ contract or touching or relating to construction, meaning, scope, performance, operation or effect of the RFP/contract 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 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 RFP/ Contract.

**17. CONFIDENTIALITY:**

Information relating to the evaluation of tenders shall not be disclosed to Bidders or any other persons not officially concerned with the process until information on award of contract is communicated to all Bidders or the selection process is complete. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the Corporation, no party shall at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

**18. NON-DISCLOSURE:**

The Service Provider shall not disclose directly or indirectly any information or details of the manpower deployed/ outsourced and/or details of office, operational process, technical know-how, security arrangements and administrative/organizational matters of the Corporation, which may come to possession or knowledge of the Service Provider during discharging its contractual obligations under this RFP/ Contract to any third party and shall at all times hold the same in the strictest confidence. The Service Provider shall treat the details of the contract as





private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Service Provider 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 Service Provider shall indemnify the Corporation for any loss suffered by the Corporation as a result of the disclosure of any confidential information. The Service Provider shall ensure that the obligations of non-disclosure of any information or details under this RFP/ Contract are not divulged or disclosed to any person by its personnel deployed in the Corporation. Failure to observe the above shall be treated as breach of contract on the part of the Service Provider, and the Corporation shall be entitled to claim damages and pursue legal remedies.

The Service Provider's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this RFP/ Contract for whatever reason.

If the Service Provider receives enquiries from Press/ News/ Media/ Radio/ Television or other bodies/ persons, the same shall be referred by the Service Provider to the Corporation immediately on receipt of such queries.

#### **19. SET - OFF**

Any sum of money due and payable to the Corporation (including security deposit refundable to the Corporation) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation under this contract or any other contract made by the Corporation with the Corporation.

#### **20. LIQUIDATED DAMAGES**

If the Service Provider/ Agency fail to perform and maintain the required progress and/or complete the work stipulated in the contract to the satisfaction of the Corporation and without any sufficient reasons thereof, the Service Provider/ Agency shall be liable to pay an additional agreed compensation amount of 0.5% of contract amount per week of delay, subject to maximum of 10.0% of contract amount as Liquidated Damages and if the, service provider/agency does not comply with the terms of payment. The Corporation, without prejudice to any right or any other method of recovery, deduct the amount of such compensation from any money in their hands, due or which may become due to the Service Provider/ Agency, including performance security deposit.





## **20. INSURANCE**

The Service Provider shall arrange a comprehensive insurance to cover all risk in respect of its personnel deployed/ outsourced, under the Workman's Compensation Act, Fatal Accidents Act, General Public Liability Insurance or Comprehensive General Liability Insurance and other applicable laws and shall keep the insurance coverage updated/ renewed until the expiry of the Contract. The cost of insurance shall be borne by the Service Provider and further undertake to indemnify and keep indemnified the Corporation from all the liabilities/ loss/ damages arising out of such events. The Service Provider shall have to furnish originals and/or attested copies of the policies of insurance as required by the Corporation, within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Corporation may require.

## **21. DISCLAIMER**

Even though adequate care has been taken in the preparation of this Tender Schedule the Bidder should satisfy himself that the Schedule is complete in all respects.

The Corporation and their employees do not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender Schedule and it is not possible for this Corporation to consider the investment objective, financial situation and particular needs of each party who reads or uses the Tenders Schedule. Certain prospective Bidders may have a better knowledge of the scope of work than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in the Tender Schedule and obtain independence advice from appropriate sources.

The Corporation reserves the right to change any or all of the provisions of this request for Proposal. Such changes would be intimated to all parties procuring this request for Proposal.

## **22. MISCELLANEOUS PROVISIONS**

1. Service Provider/ Agency shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or by law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.



2. Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Corporation.
3. The Service Provider/ Agency shall, whenever required produce or cause to produce for examination by any officer authorized by the Corporation any cost or other account books, vouchers, receipts, letters, memorandums or writings or any copy of or extract from any such document and also furnish information and returns, Verified in such manner as may be required by the statutory compliance/payment made to EPF/minimum wages etc. renewed license for any or all such documents desired by the Corporation.
4. The Corporation will be making the mandatory deductions, i.e., applicable taxes etc. from the payment due to the Service Provider/ Agency at the applicable rates notified from time to time. It shall be entirely the responsibility of the Service Provider/ Agency to ensure that no unlawful act is done by its employees while on duty. In case of loss of the Corporation's property due to negligence or carelessness of the employees deployed by the Service Provider/ Agency, the Service Provider will be responsible and shall make good the same. In case the Service Provider defaults in making good losses, the Corporation shall have right to deduct the said amounts in the manner as deem fit and proper.
5. The Service Provide/ Agency shall give in writing to the appropriate authority of the Corporation such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Service Provider/ Agency shall keep the Corporation regularly updated with the progress of operations throughout the performance of the contract together with such other information and/or supporting figures and data as may from time to time required by the Corporation.





## INTEGRITY PACT

BETWEEN

**The Jute Corporation of India Limited**  
(Hereinafter referred to as JCI)

AND

.....  
(Name and Address of the Bidder)

(Hereinafter referred to as the "Bidder"/ "Contractor"/ "Service Provider")  
and hereinafter jointly referred to as "Parties")

### Preamble

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact (IP) is made on ..... day of the month of ....., 20... between, on the one hand, The Jute Corporation of India Ltd hereinafter referred to as JCI with its Registered Head Office in Kolkata acting through Shri/ Smt. .... Designation..... of the First Part and M/S..... represented by Shri/ Smt ..... Designation..... herein after called the 'Bidder' or 'Contractor' or 'Service Provider' which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) of the Second Part.

WHEREAS JCI proposes to procure ..... (Name of Stores/equipment/items/goods/services) and the Bidder/ Contractor/ Service Provider is willing to offer/has offered (stores/equipment /items/goods/services) and WHEREAS the Bidder/Service Provider is a private company/Public company/ Government undertaking/ Partnership etc., constituted in accordance with the relevant law in the matter and the JCI is a Central Public Sector Enterprise having its Head Office in Kolkata and Regional offices/Regional Lead DPCs and Departmental Purchase Centres across six states viz West Bengal, Bihar, Odisha, Andhra Pradesh, Assam and Tripura.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudicial dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling JCI to obtain the





desired said stores/equipment/item/goods/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption of public procurement and enabling the Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and JCI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Every Bidder is required to submit their IP, duly signed along with the bid documents in response to the Tender/Bid/EOI/RFP i.e., Request for Proposal issued by JCI and a Bid without this IP Agreement will be disqualified/rejected straightforward.

The two parties viz. JCI and the Bidder(s)/service provider hereby agree to enter into this Integrity Pact and agree as follows:

#### **Article 1: Commitment of JCI**

- (1) 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 any of his/her family members, will in connection with the Tender, or the execution of the 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) JCI will, during the Tender process, treat all Bidder(s) with equity and reason. JCI will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (2) If JCI obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or it is in violation of the principles herein mentioned or if



there be a substantive suspicion in this regard, JCI will inform its Chief Vigilance Officer and in addition can also initiate disciplinary action as per its internal laid down policies and procedures.

#### **Article 2: Commitment of the Bidder(s)**

- (1) It is required that each Bidder (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
  - (i) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of JCI's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (ii) The Bidder(s) will not enter with other Bidder(s) 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 action to restrict competitiveness or to cartelize in the bidding process.
  - (iii) The Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further, the Bidder(s) will not use improperly (for the purpose of competition or any personal gain), or pass on to others, any information or documents provided by JCI as part of the business relationship, regarding plans, technical proposals and business details, including information



contained or transmitted electronically. The Bidder(s) also undertakes to exercise due and adequate care lest any such information is divulged.

- (iv) The Bidder(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases, where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - (v) The Bidder(s) will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
  - (4) The Bidder(s) will not, directly or through any other person or firm indulge in any fraudulent practice (means a willful misrepresentation or omission of facts or submission of fake/forged documents) in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
  - (5) The Bidder(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process to get any unjust advantage and/or to influence the tender process).





### Article 3: Sanctions for violation of Integrity Pact

Without prejudice to any rights that may be available to JCI under law or the Contract or its established policies and laid down procedures, JCI shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) and the Bidder accepts and undertakes to respect and uphold JCI's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, JCI after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the JCI. Such exclusion may be forever or for a limited period as would be decided by the JCI.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If JCI has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3(1), then JCI, apart from exercising any legal rights that may have accrued to JCI, may in its considered opinion forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee and Security Deposit of the Bidder/ contractor as justified.
- (3) Criminal Liability: If JCI obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the JCI has substantive suspicion in this regard, JCI will inform the same to law enforcing agencies for further investigation.
- (4) Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle JCI to take all or any one of the following actions as well, wherever required: -



- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited as stated earlier either fully or partially, as decided by JCI. JCI shall not be required to assign any reason, therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by JCI, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from JCI in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance' bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by JCI, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to JCI resulting from such cancellation/rescission and JCI shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future bidding processes of the JCI, for a maximum period of five years, but which can be extended at the discretion of JCI.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract,





- (ix) In cases, where irrevocable Letters of Credit have been received' in respect of any contract signed by JCI with the Bidder, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by JCI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (5) JCI will be entitled to take all or any of the actions mentioned at para1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (6) The decision of JCI to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### **Article 4: Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings of the Bidder as deemed fit by JCI.

#### **Article 5: Equal Treatment of all Bidders**

- (1) JCI will enter into Pacts on identical terms as this one with all Bidders and Contractors.





- (2) JCI will disqualify Bidders, who do not submit, the duly signed Pact between JCI and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process.

**Article 6: Fall clause**

The Bidder undertakes that it has not supplied/ in not supplying similar product/ systems or sub system at a price lower than that offered in its present bid in respect of any other Ministry/ Department of Government of India or PSU and if it is found at any stage similar products/ systems or subsystems was applied by the Bidder to any other Ministry/ Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

**Article 7: Independent External Monitors**

- (1) JCI has appointed following two Independent External Monitors in consultation with the Central Vigilance Commission to review independently and objectively, whether and to what extent the parties have complied with their obligations under this integrated pact.

- (i) Sh. Subhashish Sarkar

Retd. Member, Postal Services Board, New Delhi

E-mail: subhashishsarkar53@yahoo.com

- (ii) Sh. Upendra Malik

Retd. Special Director General, CPWD, New Delhi

E-mail: upendra.malik@gmail.com

- (2) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- (3) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Bidder(s) accepts that the Monitor(s) has the right to access without restriction to all Project documentation of JCI including, that provided by the



Bidder. The Bidder will also grant the Monitor(s), 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(s) shall be, under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.

- (4) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by JCI.
- (5) JCI will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between parties. The parties will offer to the Monitor(s) the option to participate in such meetings.
- (6) The Integrity Pact shall be operated from the date IP is signed by both the parties till the completion of the contract in all respects. After award of the work, the IEMs shall look into any issue of corruption relating to the execution of the contract if specifically raised before them.
- (7) Parties signing the IP shall not approach the courts while representing the matter to IEMs and will wait for their decision in the matter.

#### **Article 8: Duration of the Pact**

- (1) The validity of this Integrity Pact shall be from date of its signing till the complete execution of the contract to the satisfaction of both JCI and the Bidder, including warranty period & Defect Liability period as the case may be, whichever is later. In case the bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- (2) Should one or several provisions of this Pact turn out to be invalid, the



remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

#### **Article 9: Other Provisions**

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the JCI, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) In case of joint venture or partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) In case of sub-contracting, the Principal Contractor shall take the responsibility for the adoption of IP by the sub-contractor(s). The Bidder shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Subcontractors/sub-vendors. Each sub-contractor is required to sign the IP invariably.
- (5) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) It is agreed as term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by JCI in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.





#### Article 10: Legal and Prior Rights

The Actions stipulated in this IP are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of JCI)

.....  
(For and on behalf of Bidder/ contractor)

#### WITNESSES:

1. ....  
(Signature, name and address)

1. ....  
(Signature, name and address)

Place:

Dated:

