

**THE TENDER FORMAT IS ISSUED IN DUPLICATE
(ONE COPY SHALL BE RETAINED BY THE TENDER)**

Receipt No. _____ dated _____
Cost- NIL

**The Jute Corporation of India Limited
REGIONAL OFFICE: GAURIPUR**

**INVITATION OF TENDER
AND
INSTRUCTIONS TO TENDERS FOR APPOINTMENT OF
ROAD TRANSPORT CONTRACTOR**

- A. Last date for receipt of tender up to 16:00 hrs. on 06/11/2023
- B. Last date for submission of tender before 12 hrs. on 07/11/2023
- C. Tender to be opened at 15 hrs. on 08/11/2023.

Note: If the date fixed for opening of tender is declared a holiday the tender will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above

GENERAL INFORMATION TO TENDERERS

Sealed quotations are invited from established transport contractors who have experience in transporting jute bales, for carrying jute bales (150 Kgs approx.) from different departmental purchase centers (DPC)/storage Godown under Gauripur Region, to different jute mills/Storage Godowns in and around Kolkata. Name of the Departmental Purchase Centers of Corporation and Sections of jute mills are mentioned below.

- Name of the Purchase Centres (DPCs)/Storage Godowns (under the region)
 - a. Abhayapuri JTM, Bowalimari, Abhayapuri, Distt- Bongaigaon
 - b. Bilasipara JTM, Andurjhar-II, Bilasipara, Distt- Dhubri
 - c. Gauripur JTM, Supermarket, W/N-01, Gauripur, Distt- Dhubri
 - d. Patiladaha DPC, Patiladaha Market, Distt- Bongaigaon
 - e. Kaldoba DPC, Kaldoba Bazar, Agomoni, Distt- Dhubri
- Detail names of the Jute Mills under above mentioned section as mentioned in the Appendix



- Name of the Section

1. B.T. Road 2. G.T. Road 3) Budge Budge 4) Howrah 5) Chengail (others)

1. Procedure for Tender Submission

The transport contractors will have to submit their quotations in sealed envelope mentioning their full name and contact details within **07/11/2023 on or before 12:30 hrs.**, addressed to the Regional Manager at the following address either by Speed post or by hand:

The Jute Corporation of India Limited

Gauripur RLD

Ward No1, Supermarket

Gauripur, Dhubri (Assam) – 783331

Quotation should be given by clearly mentioning section wise transport rates for carrying jute bales different storage points of the Corporation under Dhubri Region to different mills, as mentioned above. Please find attached with this tender notice Annexure-1&2 included under technical bid and Annexure-3&4 included under price bid. The Annexures duly filled are to be submitted in two separate sealed envelopes super scribed - A-Technical Bid Containing Annexure 1 & 2 and B-Price Bid Containing Annexure 4, both the envelopes are then to be kept in another sealed envelope super scribing Tender No. & "TENDER FOR APPOINTMENT OF TRANSPORT CONTRACTORS" addressed to the Regional Manager of the Jute Corporation of India Limited, Gauripur Regional Office along with name and address of the tender. The technical bid of the tenders will be opened first and then the price bid of only those tenders will be opened who qualify in the technical bid.

2. Period of Contract:

Period of contract shall be **One year** commencing from 15/11/2023 to 14/11/2024 and mutually renewable thereafter to maximum of **Three months**, subject to the satisfactory performance and compliance to the terms and conditions of the contract by the contractor and as per the requirement of the Corporation.

3. Date and Time of Tender Opening

Tender will be opened on 07/11/2023 at 15:00 hrs. at the Gauripur Regional Office. The bidders or their authorized representatives are requested to be present in person at the time of opening the tender at Gauripur RO. The technical bid will be opened first. Technical evaluation will be carried out and the price bids of those tenderer who qualify in the technical bid will be opened later.

4. EMD & Security Deposit

All bidders must deposit an amount of **₹50000/- (Rupees Fifty thousand)** only in favor of "The Jute Corporation of India Limited" by DD as Earnest Money Deposit (EMD) along with the tender which will be converted to security deposit for successful bidders and will be refunded without any interest to unsuccessful bidders within one month from the opening of tender. Running contractors must enclose the Xerox copy of money receipt as proof of EMD already deposited. Such security deposit will be refunded (without interest) within one month of completion of the entire transport job by the contractor on written application. Corporation reserves the right to adjust or forfeit the partial or full value of such security deposit in case of any loss or damage to goods during transit or any other recoveries as deemed necessary. Non submission of EMD will lead to the cancellation of the tender.



5. Method of selection

Selection will be made based on the lowest rates quoted by the bidder for transporting jute bales from different centres of the Corporation to Mills in and around Kolkata. Transport rates should be quoted **without any cutting or overwriting**. Any correction or overwriting of the rates quoted by the transporters will summarily reject the tender and will be cancelled. The successful bidder is required to accept the tender soon after his selection by the tender process failing which the EMD of the transporter will be forfeited and the transporter will be liable to pay for any loss incurred by JCI due to such action of his. Guidelines laid down in CVC circular number 4/3/07 dated: 03.03.2007 is to be followed for negotiation with the lowest bidder.

6. TERMS AND CONDITIONS

- Tenderers who have been blacklisted or otherwise debarred by JCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of five years, whichever is more.
- Any Tenderer whose contract with the The Jute Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible to participate.
- Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by The Jute Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible to participate.
- While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tender disqualified.
- **The rate will remain valid for 365 days** from the date of acceptance of the tender and may be extended up to two or three months in special circumstances with proper approval from the Competent Authority.
- The work order will be issued to the lowest bidder or will be distributed among the lowest bidders at the discretion of the Regional Manager. In case of failure to lift jute within stipulated period as per work order. Regional Manager reserves the right to cancel the tender partly or fully or to impose suitable penalty without assigning any reason and may engage other transporter to lift the said consignment in approved rate at the risk & cost of the contracted transporter.



- Sub-contracting of job is not allowed by any means. If at any point of time it comes to the notice of the Corporation about any sub-contracting such contract will be cancelled. Corporation reserves the right to accept or reject any or the entire tender and/or split among the lowest transport contractors at their absolute discretion without assigning any reason whatsoever.
- Any variation of contract rates due to fluctuation in fuel cost may be considered based on the following points and formula:
 - (a) The rate quoted by the bidder will be firm throughout the contract period except for escalation/de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered)
 - (b) Escalation/De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
 - (c) Escalation/De-Escalation clause shall be applicable only when the impact of series of diesel price increase / decrease results in accumulated net increase/decrease of than Rs 2.00/- per Liters (Rs. Two only) from the base contracted rate of HSD.
 - (d) Such an increase/decrease shall be applicable only for the prospective period from the date on which the accumulated impact reaches more than Rs.2.00 & above.
 - (e) The formula for escalation/ de-escalation of transport charges is as follows:
$$0.25 \times A \times \frac{(C-B)}{B}$$

A= Base Rate for transportation as per contract.

B=Ruling price of HSD applicable at (Kolkata for Regions in West Bengal, Guwahati for Regions in Assam, Bhubaneswar for Regions in Orissa, Vishakhapatnam for region of AP & Purnea for Regions in Bihar) as on date of contract.

C= Revised price of HSD of the concerned location.

The diesel rate prevailing at the Indian Oil Corporation outlets at the concerned Region (as in B) will be taken into consideration for revision in rates. The contractor is therefore advised to ensure that all the necessary documentation is provided and properly furnished the same.

- Copies of valid Income Tax PAN, Professional Tax, Trade License, and Proof of Business address with contact Numbers must be submitted with the tender. Failure to submit any of the above may lead to the bid to be cancelled at the discretion of the Regional Manager. *Bidders having Certificate of Registration issued by Ministry of Road Transport & Highway under the provisions of the Carriage by Road Act 2007 will be given preference.*
- Person(s) signing the tender shall clearly state the capacity based on which he is, or they are signing the tender (it means whether he is proprietor, Partner, or Director of Business entry).
- Any kind of loss/damage of jute bales during transit must be borne by the contractors. All consignments must be weighed nearest to the loading point and nearest to unloading (i.e., outside mill point) and mill point, failure to which any shortage in weight between the points will be deducted from the transport bill of the concerned transporter. No demurrage whatsoever will be paid to the transporter by JCI in case of detention of lorry/trucks in mill (unloading point).
- During transit stocks should be appropriately covered by tarpaulin sheet to protect the goods from rain or other damage.
- Regional Manager reserves the right to terminate the contract at any time during the tender validity period without assigning any reasons thereof by giving seven days' notice in writing to the contractor at the notified address and the Contractor shall not be entitled to any compensation by



reason of such termination. The action of the Regional Manager (Region) under this clause shall be finally conclusive and binding on the contractor.

➤ Transporters should collect a Bill of Supply from JCI for every consignment. Transporters should also generate an E-way bill for every consignment whenever required from the key given by JCI.

9. Corrupt practices

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.

10. The Jute Corporation of India reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.

11. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.

12. If the information given by the Tenderer in the Tender Document and its Annexures &

Appendices is found to be false/incorrect at any stage, THE JUTE CORPORATION OF INDIA LTD of India shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

13. Bribe, Commission, Gift etc.: An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

14. Liability of Contractor for losses suffered by Corporation.

❖ The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and un-workmanlike performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the REGIONAL MANAGER regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

❖ Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure of the Contractor to provide the number of trucks per day as



indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs. 300/- with maximum of Rs. 1000/- (One Thousand) per truck per day for a 9 MT/12MT/16MT truck which the parties to the contract having agreed to as a reasonable estimate of the losses to the Corporation arising on account of such failure.

❖ The Contractor shall provide enough tarpaulins for each truck to cover the bags of Jute bales etc. and take reasonable precautions to avoid wetting/damage/loss to Jute bales during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs. 250/- per jute bale will be imposed by the concerned REGIONAL MANAGER/Regional Manager without prejudice to any other right or remedies under the contract and law.

15. Summary termination of the Contract

(a) In the event of the contractors having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Regional Manager shall be at Liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and to claim from the contractors any resultant loss sustained or cost incurred.

(b) The Regional Manager shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractors and/ or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the services under the contract.

16. Responsibilities of the Contractor

(a) The Contractor shall be responsible to supply adequate and enough trucks for transportation of jute bales and carrying out any other services under the Contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf.

(b) The Contractor shall transport by trucks to be arranged by him such number of jute bales as may be required from day to day by the Regional Manager or an Officer acting on his behalf.

(c) The Contractor shall obtain daily from the Regional Manager or any officer acting on his behalf the programme of loading for the next date/day and shall provide adequate number of lorries/trucks in good condition in accordance with this programme and shall ensure that the



lorries, trucks etc. are positioned at the different loading points as indicated by the Regional Manager or any officer acting on his behalf, daily at the time specified.

(d) In special cases the Contractor may also be required at short notice to arrange to transport jute bales and shall bound to comply with such requests.

(e) The quantity mentioned in any programme given by the Regional Manager or any other officer acting on his behalf may be altered, and the Contractor shall be bound to supply lorries/trucks required for the quantity shown in the programme. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.

(f) The Contractor shall be responsible for the safety of the goods from the time they are loaded on their truck from godowns /mandis/ rail heads until they have been unloaded from the trucks at godowns or at other destinations as specified in the Contract or as directed by the Regional Manager or any other officer acting on his behalf. The contractor shall provide tarpaulins on decks of the truck to avoid loss or damage of jute bales in the decks of the truck and shall be liable to make good the value of any loss, shortage, or damage during transit. The representative of the Contractor shall be present at the time of checking of the weights at the loading/unloading points etc. The REGIONAL MANAGER/Regional Manager of the Corporation as the case may be/ will be the sole Authority for determining the quantum of the loss.

(g) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the jute bales entrusted to him for transportation.

(h) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules regarding loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.

(i) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.

(j) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the jute bales of the Corporation are loaded.

(k) The Contractor shall give an undertaking agreeing to abide by the Section 11 of the Carriage by Road Act, 2007 and shall undertake to compensate the loss as per the provisions of MTF. Further, Contractor shall also submit necessary documents of registration etc. to the Corporation.



17. RECOVERY OF DAMAGES

The regional authority reserves the right to recover damages for failure on the part of the contractor in the following circumstances.

- a. Non-supply of goods carried within the stipulated time as per requisition of Regional Office or centres either over phone or written.
- b. Loss of goods by rain or other damage due to failure in over by tarpaulin or other.
- c. Non weighment of goods at nearest to loading point, nearest to mill points and mill points.
- d. If the difference in weight between the DPC point and outside mill point is more than 25 Kgs. then the value of the weight difference exceeding the permissible amount i.e., 25 Kgs calculated in terms of landing price of the jute at the destination point will be adjusted from the freight charges.
- e. Non carrying of the document like Bill of Supply, Waybill, Challan etc. during transportation
- f. In any other cases as deemed fit by the regional authority

18. ARBITRATION

Where any controversy, dispute or disagreement arises between the parties as to the interpretation or application of any terms, conditions requirements or obligation under this agreement, the parties are unable to resolve amicably, such disputes shall be referred to and finally resolved by Arbitration in accordance with Arbitration and conciliation Act 1996 and its amendments thereof by a sole Arbitrator.

19. PAYMENT TO TRANSPORTER

Payment of transport bills will be made either from the Regional Office as per practice followed by the region on submission of necessary bills, weighment receipt and proof of delivery along with mill receipts.

20. TAXES AND OTHER DUES

Necessary deductions will be made from transport bills on account of applicable taxes and levies as applicable from time to time.

21. Force Majeure

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Regional Manager shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractors shall be responsible for any loss or damage which the Corporation may suffer on this account. However, force majeure will be accepted on submission of adequate proof thereof.

22. Indemnification:



The contractor shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by contractor in connection with the contract and against any losses or damages arising out in consequence of any action or suit being brought against the contractor for anything above or omitted to be done by the contractor in execution of the contract.

23. Law Governing the Contract & Dispute resolution:

(a) The Contract will be governed by the Laws of India for the time being in force. In case of any disputes arising out of and touching upon the contract, the same will be first referred to the Dispute/Grievance Redressal Committee constituted and functioning at the Zonal Office of the Corporation, with a view to settle the disputes. If any disputes remain thereafter, the same will be settled in the Court of Law having competent jurisdiction.



Regional Manager
The Jute Corporation of India Limited
Gauripur RLD



TECHNICAL BID

Name of the tenderer:
Address of the tenderer:

To
The Regional Manager
The Jute Corporation of India Limited
Regional Office: Gauripur (Dhubri Region)

Dear Sir,

1. I hereby submit the sealed tender for "Appointment of Road Transport Contractor" from to
2. I have thoroughly examined and understood all the terms & conditions as contained in the tender document and agree to abide by them.
3. Demand draft/Electronic Clearing System (ECS) No. dated is enclosed as Earnest Money I/we agree to the fact that on acceptance of the tender the EMD will be converted to security money as stipulated in the tender document.
4. I do hereby, declare that the entries made in the tender and the details attached there in are true.
5. I hereby declare that my Firm/Company has not been blacklisted or otherwise declared during the last five years by The Jute Corporation of India Limited or any other public sector undertaking of any Government body or any other client for any failure to comply with the terms and conditions of any contract or for violation of any Statute, Rule, or Administrative Instructions

OR

I hereby declare that my Firm/Company was blacklisted/debarred by (here give the name of the client) for a period of Which period has expired on (Full details of the reasons for blacklisted/debarring and the communication in this regard should be given)

6. I hereby declare that no contract entered by me/my Firm/Company with The Jute Corporation of India Limited or any other public sector undertaking of any government or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.

Contd/12....

7. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable in the case on any Contract entered in to by



me/us with The Jute Corporation of India Limited or any other public sector undertaking of any government body during the last five years.

8. I hereby declare that I have not been convicted at any time by a Court of Law of any offence and sentenced to imprisonment within a period of three years or more.

I/we certify that all information furnished by me/us is correct and true in the event of any information found to be incorrect/untrue "The Jute Corporation of India Limited" shall have the right to disqualify me/us without giving any notice or reason thereof summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law

(Signature & Seal of the tenderer)

R. Long

THE JUTE CORPORATION OF INDIA LIMITED
TENDER FOR ROAD TRANSPORT CONTRACT FROM DPCs/GODOWNS

(TO BE FILLED IN BY THE TENDERER)

1) **Details of Tenderer**

01	Name of the Tenderer	
02	Date of Birth	
03	Address	
04	E-mail ID	
05	Contact Number	


2) **Composition of Tenderer**

- Proprietorship concern/registered partnership firm/ Company:
- Name of the proprietor/All partners:
- Business in which the tenderer is employed:
together with particulars of the Head Office
And Business if any.

3) **List of documents attached: (tick on the appropriate)**

Sl No	Document Name	Yes	No
1	Forwarding Letter		
2	Income Tax PAN		
3	Professional Tax		
4	Trade License		
5	Proof of Business address with contact Number		
6	GST registration certificate		

(Authorized Signature with Seal)

 Page 12 of 19

SECTION WISE LOCATION OF MILLS

B.T.Road	Hukumchand Jute Mill	Wellington Jute Mill	Chengaile
Ganges Jute mill	Jagatdal Jute Mill	North Brook Jute Mill	Ludlow Jute Mill
Reliance Jute Mill	Maghna Jute Mill (Shyamnagar)	Hastings (Rishra)	Kanoria Jute Mill
Auxkland Jute Mill	Empire Jute Mill (Titagarh)	Naskarpara, Ghusuri	Delta Jute Mill
Kelvin Jute Mill	Naffarchand Jute Mill	Joy Tirupati Jute Mill	Premchand Jute Mill
Agarpara Jute Mill	Anglo India Jute Mill	Gandalpara Jute Mill	Howrah
Prabartak Jute Mill	G.T. Road	Aditya (Bhadreswar)	Fort Gloster
Khardah Jute Mill	Hanuman Jute Mill	Ambica Mfg. Belur	Bowreah Jute Mill
Alexandra Jute Mill	Naskarpara Jute Mill		Union Jute Mill
Naihati Jute Mill	Shyamnagar Jute Mill	Budge Budge	Bally No.2 (Ultagang)
Kennison Jute Mill	Angus Jute Mill	Surah Jute Mill	Howrah Jute Mill
Aliance Jute Mill	Victoria Jute Mill (RDB Textile)	Caledonian Jute Mill	Fort William Jute Mill (Vijayashree Jute Mill)
Titagarh Jute Mill	Dalhousie Jute Mill	Cheviot Jute Mill	Burdwan
Gourisankar Jute Mill	Bally Jute Mill	Budge Budge Jute Mill	Barsul Tex
Baranagar Jute Mill	Mahadeo Jute Mill	Birla Jute Mill	
Kamarhati Jute Mill	Champdany Jute Mill	Ganesh Jute Mill	
Kankinara Jute Mill	Sreerampore Jute Mill	National Jute Mill	
Nadia Jute Mill	Tirupati Jute Mill	Hooghly Jute Mill	
Gouripur Jute Mill	India Jute Mill	Calcutta Jute Mill	



Tender No: JCI/GRP-RLD/Transport/2022-23/ October

Date: 16/10/2023

Annexure-4

PRICE BID

From:

Name:

Address:

To

The Regional Manager
The Jute Corporation of India Limited,
Regional Office, Gauripur.

Dear Sir,

I am submitting the price bid for the "Appointment as Road Transport Contractor" from _____ to _____.

2. I have thoroughly examined and understood all the terms & conditions as contained in the tender document and its annexures and agree to abide by them.

3. I offer to work at the following rates inclusive of all taxes, duties, cess etc.

NAME OF DPCS	RATE PER BALE FOR TRANSPORTATION TO MILLS IN THE FOLLOWING ZONES IN WEST BENGAL				
	B.T. ROAD	G.T. ROAD	BUDGE BUDGE	CHENGAIL	HOWRAH
ABHAYAPURI					
BILASIPARA					
GAURIPUR					
KALDOBA					
PATILADAHA					

Yours Faithfully

Signature and Seal of the Tenderer

ANNEXURE 1

Page 14 of 19

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 the 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.

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, 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 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 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 considering 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 must 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 subcontractors(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 a 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 the Monitor with 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 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.

 Page 18 of 19

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:

