

INVITATION OF BIDS FOR HIRING CAR ON MONTHLY RENTAL BASIS

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The Jute Corporation of India Ltd (3<sup>rd</sup> & 4<sup>th</sup> Floor),  
Patsan Bhawan, CF Block, Action Area – 1, New Town,  
Kolkata – 700156.

JCI/HO/Admin/Car/2023-24/01



1.	Scope of work	Scope of work – Monthly Car Retal Basis.
2.	Location of work	The Jute Corporation of India Ltd (3 <sup>rd</sup> & 4 <sup>th</sup> Floor), Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.
3.	Requirement	2 no. Honda City (AC Premium Sedan) 2 no. Swift Dezire Cars (AC Sedan)
4.	Tender Starting Date	Date: 28-Feb-2024
5.	Pre-Bid Meeting Date	03.30 p.m. on 06-Mar-2024 (Patsan Bhawan, 4 <sup>th</sup> Floor)
6.	Last date/ time for receipt of tender	04.30 p.m. on 19-Mar-2024
7.	Date/ time of opening of Technical bid	05.00 p.m. on 19-Mar-2024 Change in opening date, if any, will be intimated later.
8.	Contact person details	Mr. Ravi Chaurasia, Dy. Manager e-mail id – <a href="mailto:rc2826@icimail.in">rc2826@icimail.in</a> M - 9212102555 Vendors may visit the Office premises to understand the details of scope of work.



The Jute Corporation of India Ltd (3<sup>rd</sup> & 4<sup>th</sup> Floor),  
Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.

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Bids are invited from car rental agencies on monthly rental basis for 2 nos. Swift Dezire cars (AC, Sedan) or equivalent (Office Cars) and 2 no Honda City (AC, Premium Sedan) or equivalent (Dedicated Cars) for The Jute Corporation of India Ltd (3<sup>rd</sup> & 4<sup>th</sup> Floor, Patsan Bhawan, CF Block, Action Area – 1, New Town, Kolkata – 700156.

Scope of work:

To provide car on monthly rental basis and movement as per direction from THE JUTE CORPORATION OF INDIA LIMITED.

Eligibility Criteria:

1. The Registered Office of the Agency/ Any local Office should be located in Kolkata. Necessary documents/certificates in support of the registered Office/Local Office should be provided duly signed & stamped.
2. In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public, should be furnished. The attested copy of the certificate of registration of firm should also be enclosed.
3. The Agency must have a minimum of three years' experience in providing the said service to any Central/ State Govt. Organization and its undertakings/ PSU/Private Companies of repute with annual turnover not less than minimum 100 crores. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services to be provided along with the documents, considering 2019-20, 2020-21 & 2021-22 (Pre-qualification criteria).
4. The Agency should have an average minimum annual turnover of Rs.12.00 lakhs during last 3 financial years ending 2021-22. A copy of turn over statement duly certified by the C.A to be uploaded.
5. Audited annual accounts along with ITR for the 3 financial years i.e 2019-2020, 2020-2021 & 2021-2022 to be uploaded.
6. The Agency should have its own Bank Account. Documentary evidence to be uploaded.
7. The agency should have network in Kolkata (West Bengal) for providing car services.
8. The agency should be able to provide 24x7 services.
9. The Agency should be having valid PAN, GST and if MSME, SC/ST, Women Entrepreneurs, certificate to be enclosed.
10. Name, address and contact details of the clients where the service is being rendered to be provided in bidders' letterhead.





11. Any act on the part of the Bidder to influence anybody in JCI is liable for rejection of the Bid. This may lead to black listing to bidder.

12. Documents not confirming to the requirement will be rejected and no correspondence thereof shall be entertained whatsoever.

13. The bidder should not have been blacklisted by The Jute Corporation of India Ltd or by any other Company / Contract has not been terminated by JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head duly stamped and signed.

14. Past Experience of Similar Services and Qualifying Criteria (proof of documents also required to be uploaded)

The Bidder must have successfully executed/ completed/under execution on extension basis and ongoing 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 car service in the last three financial years ending 2021 -2022 to any Central/ State Govt. Organization and its undertakings/ PSU/ Private Companies of repute with annual turnover not less than minimum 100 crores. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services of providing cars on monthly rental basis shall be uploaded with the bid.

#### **GENERAL TERMS AND CONDITIONS**

1. The Agency shall provide only well maintained Cars, properly cleaned inside and outside and in good hygiene condition. The seat should be comfortable, shall always be covered with neat and good quality seat covers with white towels, also to be always equipped with 01 number of Sanitizer bottle, Air Freshener etc. The Cars should not be dented/ damaged. No payment shall be made if the vehicle is found in dirty or shabby condition. The cars other than Office cars should be equipped with Water bottles (Kindly/Bisleri 250ml) along with 01 Newspaper (Hindi/English/Bengali) as per intimation received from Organization.
2. The Cars should be having Commercial Vehicle registration number with up-to-date Road Tax Certificate of Fitness (CF), Pollution Certificate, be insured and must comply with pollution control norms applicable and as amended from time to time by the Central/ State Govt. authorities.
3. The firm should ensure that the drivers employed hold valid driving license, are well trained, well behaved, reasonably educated, and conversant with traffic rules / regulations and city roads / routes as well as security instructions.
4. Each Car shall have Commercial registration number along with the Insurance coverage as per the compliance of Motor Vehicle Act.
5. Each driver employed by the firm must have a Smart Phone with Internet facility & driver should be well-versed with the usage of Google Maps and phone should always be switched on and must be conversant with the local language (English, Bengali, Hindi). The driver should be proper presentable in uniform with Formal shoes.
6. The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
7. The firm should have a provision to provide service for 24x7.
8. Rates once finalized will be fixed at least for a period of two year and will not be changed in case of upward/downward change in rates in fuel prices.



9. Any overtime arising due to breakdown of vehicle supplied by Agency shall be on his account and shall not be charged. In case of Breakdown, the agency will be responsible to provide replacement Vehicle.
10. The driver provided by the contractor should fulfil the following conditions:
  - i. Should be in possession of valid driving license issued by RTO.
  - ii. Should not smoke; chew Pan / Pan Masala / Tobacco/Alcohol.
  - iii. Should be conversant with the routes of all Government offices/buildings and important roads within Kolkata and its suburb within 100 kms each side.
  - iv. Should not indulge in any activity inimical to safety & security of the officers travelling in his car.
  - v. The liability of the Corporation will be limited to the hiring charges agreed in the contract.
  - vi. The driver should maintain a proper record of mileage on a daily basis in duty slips for dedicated cars & log sheet for Office Cars and get the same authenticated by the user officer/staff.
11. No additional terms & conditions over and above the conditions stipulated above shall be entertained by Corporation.
12. Actual parking charges / Toll charges will be payable along with the monthly bills, only upon submission of the parking bills / toll receipts etc. which is duly certified by the user of vehicle.
13. If the contractor after submission of proposals and due acceptance of the same i.e. after the award of contract, fails to abide by the terms and conditions of these tender documents, or fails to complete his contract period or at any time repudiates the contract, the Corporation will have the right to delist the empanelment of the car hiring proposals and forfeit the performance security.
14. If additional cars required on monthly rental basis, the selected bidder will be responsible to provide cars as per same package rate of the said models within the contract period.

**Terms of Payment:**

1. No payment should be made without verifying the duty slips in case of Dedicated Cars & Log sheet in case of Office Cars of the vehicle which has been signed by the user officer / staff of the Corporation. The payment of bill will be subject to the submission of this record, authenticated by the officer using the vehicle.
2. The Corporation shall be at liberty to withhold any of the payments in full or in part subject to any non-compliance.
3. Duly signed bills shall be submitted along with the duty slips/log sheets of car's usage signed by the officer who used the vehicle. In absence of the user the duty slip of that day needs to be submitted at Administration department for sign off purpose before closing of business hours.
4. If on any occasion it is found that the driver of any vehicles has made wrong entries in the duty slips relating to time and kilometre reading of start or closing of duty/ journey the contractor shall be responsible for the same. The office reserves the right to withhold full payment of the day in respect of such vehicle.
5. Meter reading will be on Garage In – Garage Out basis. Garage out and Garage in should be shown 10 km each on either side and time allowed will be maximum of 30 minutes on either side.
6. Payment to be made within 15-20 working days from the date of receipt of original bills along with requisite documents (in hard copy) and the invoice should also be uploaded in GeM portal. The above payment terms is over and above GeM terms & conditions.





7. The PF, ESI challans (if any) along with proof of salary/wages paid to the drivers needs to be enclosed. If anybody is not willing to be enrolled under PF, valid declaration to be enclosed with the bill.
8. Declaration to be provided by the bidder in his letterhead for non-raising of e-invoice as per GST act.  
**However, Payment Terms may be revised as and when Corporation feels.**

#### Period of Contract

1. The contract will be valid for two years from the date of award and under exceptional circumstances, can be extended as per provision in GeM portal.
2. No request of hike in approved rates for supply of cars will be entertained. Further, on account of shifting of office the same terms and conditions will prevail.

**Location of Garage:-** The location of garages as on date for the deployed cars will be preferred as per the locations mentioned below. The same may change subject to the relocation of User/Office:-

- A. Garage location preferably in the area of Kamarhati /Dunlop / Rishra area.
- B. Garage location preferably in the area of Newtown/Saltlake Area/Park Circus/Exide area.
- C. Garage location preferably in the area of Jadavpur/Tollygunge/Rashbehari area.

#### **Non – Compliance charges :-**

1. A minimum charges of Rs 1000/- per day or as decided by the Corporation, may be levied which will be recovered from the successful bidders bill/security deposit in case the vehicle does not report at appointed place and time and failed duty as and when.
2. The Corporation reserves the right to get the Milo meter system checked at any time as surprise check. If Milo meter system is found tampered a minimum charges of Rs 10,000 (Rupees ten thousand only) will be imposed on the successful bidder and the same shall be deducted from the bill/security deposit money. Decision of the officer in charge in this regard shall be final. In addition, the officer in charge reserves the right to terminate the contract or impose both.
3. In case the seat covers are not kept clean or dent from the vehicles is not repaired immediately, an amount of Rs 500/- per day till the job is completed may be imposed on the successful bidder, which shall be adjusted against the running bill/security deposit as the case may be. An amount of Rs 50/- per day will be imposed if the driver fails to dressed properly, not wearing proper shoes, and is not up to the mark.
4. Misbehaviour of the drivers will be viewed very seriously and the Corporation reserves the right to order the change the drivers immediately or impose penalties it may deem fit in such cases. It will be recoverable from the successful bidder bill/ security deposit. Violation of any clause shall attract charges. Whether it shall effect the payment or not will be solely at the discretion of the Corporation in following cases:
  - a) Delay in replacement of Vehicles in case of breakdown.
  - b) Downgrading the class of vehicle and booking without permission.
5. If driver is not present near the Car or takes the Car for meals etc without informing, the loss/theft from the car on account of driver's negligence shall be recovered from the successful bidder's bill/security deposit.



6. In case to the firm contract is awarded failed to supply the requisite number of vehicles this office reserves the right to hire the cars from other car vendor. The complete charges of the said car will be charged from the firm to whom contract was awarded.

**THE FOLLOWING DOCUMENTS TO BE UPLOADED AS QUALIFYING CRITERIA**

SL NO	Name of Documents	Status
1	The Registered Office of the Agency and any local Office should be located in Kolkata. Necessary documents/certificates in support of the registered Office and Local Office should be provided with self-attested, Valid Trade Licence to be enclosed.	
2	In case of partnership firms, a copy of the partnership agreement, or General Power of Attorney duly attested by a Notary Public, should be enclosed.	
3	The Agency must have a minimum of three years' experience in providing the said service to any Central/ State Govt. Organization and its undertakings/ PSU. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services to be provided along with the documents, considering 2020-21, 2021-2022 & 2022-23 (Pre-qualification criteria)	
4	The Agency should have an average minimum annual turnover of <b>Rs. 12.00 lacs</b> during the last (03) three financial years i.e 2019-20 onwards, A copy of turn over statement duly certified by the C.A to be uploaded.	
5	Audited annual accounts along with ITR for the (03) three financial years i.e 2019-20, 2020-21 & 2021-22 to be uploaded.	
6	The Agency should have its own Bank Account. Documentary evidence to be enclosed.	
7	The agency should have Kolkata & nearby locations network for providing car services.	
8	The agency should be able to provide 24x7 services.	
9	The Agency should be having valid PAN, GST (copy to be enclosed) and if MSME, SC/ST, Women Entrepreneurs certificate to be enclosed.	
10	PF, ESI and all other statutory compliances as applicable shall be compulsorily to be met by the vendor company. PF & ESIC registration of the vendor to be enclosed.	
11	The Bidder must have successfully executed/ completed/under execution on extension basis and ongoing 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 car service in the last three financial years ending 2021 -2022 to any Central/ State Govt. Organization and its undertakings/ PSU/ Private Companies of repute with annual turnover not less than minimum 100 crores. Copies of contracts/ work orders/ documentary evidence of successful execution/ completion in support of Past Experience of Similar Services of providing cars on monthly rental basis shall be uploaded with the bid.	
12	Contact number to be provided for 24X7 services and Name, address and contact details of the clients where the service is being rendered to be provided.	
13	The bidders have not been blacklisted by The Jute Corporation of India Ltd or by any other Company / Contract has not been terminated by JCI or by any other company. A declaration to be provided regarding the matter in bidder's letter head.	





#### Special Terms & Conditions of the Contract –

1. The selected bidders are required to provide Swift Dzire Cars or equivalent in sedan category not older than (03) three years maximum from the date of award of contract. (requisite papers/documents to be submitted before deploying of car), the said cars will be used as **Office cars**, as per the requirement of JCI.
2. The selected bidders are required to provide Honda City car or equivalent in premium sedan category not older than (03) three years maximum from the date of award of contract. (requisite papers/documents to be provided before deploying of car). The said car will be **Dedicated cars** for the Users & will not be limited to Official usage, the same may be used other than Official usage/after Office hours 24/7 as per requirement of the user.
3. The final number of cars to be deployed will be as per the instruction of the officials of The Jute Corporation of India Limited which may increase or decrease at a later stage.
4. An amount to the extent of 3% of the estimated cost or order placed value whichever is higher to be submitted by the successful bidder in the form of NEFT/RTGS as performance security, to **"THE JUTE CORPORATION OF INDIA LIMITED"**, payable at Kolkata or **"Performance Bank Guarantee"**. The said financial instrument will be interest free and will be returned after successful expiry of the contract. The bank details of the Corporation is mentioned below :-

Bank Name – Punjab National Bank

Account Holder Name – The Jute Corporation Of India Limited

Account No. – 0093000100297535

IFCS Code – PUNB00143720

5. Apart from the work order / contract generated from **"GeM"** portal, additional terms and conditions will also be placed from Corporation's end.
6. The monthly tax invoices to be uploaded in GeM Portal separately.

**Kindly Note:** - All the bidders should upload the bid document sealed, signed on all pages as an acknowledgement of acceptance.

#### INSTRUCTIONS TO BIDDER

1. The bidders are requested to follow and abide by the document and upload the documents accordingly.
2. The bidders are instructed to quote price as per price bid format enclosed and attached.





**Financial Bid**  
(To be duly Filled by the Bidder)

The package rates to be quoted considering the following monthly usage variant.

FINANCIAL BID FORMAT												
A	B	C	D	E	F	G	H	I	J	K	L	M
Sl. NO.	CAR TYPE	NO. OF CAR	USAGE SLAB (MONTHLY)	ESTIMATED MONTHLY FIXED RATE	ESTIMATED EXTRA KM RUN PER MONTH	ESTIMATED EXTRA KM RUN RATE PER KM	ESTIMATED EXTRA KM COST PER MONTH	ESTIMATED EXTRA HR RUN PER MONTH	ESTIMATE D EXTRA KM RUN RATE PER KM	ESTIMATE D EXTRA KM COST PER MONTH	TOT@ 30)	TOTAL VALUE FOR 2 YEARS
1	HONDA CITY OR EQUIVALENT	2	2000KM X 250H-M		100*			10*				
2	TOYOTA OR EQUIVALENT	2	2000KM X 250H-M		100*			10*				
AMOUNT TO QUOTE IN GEM DESIRED AREA												

\* The figures as mentioned are tentative.

Note :

1. Night Halt charges will be paid Rs. \_\_\_\_\_/- per night .
2. Toll & Parking charges will be paid as actual.
3. Outstation charges per day Rs. \_\_\_\_\_/-.

**Note:** - The lowest bidder needs to submit the bifurcation of package rates as per car model in bidder's letterhead with GST rate (to be clearly mentioned) as applicable and Excess Kms and hours, if applicable. **At the end of the contract period** the cumulative KMs and hours will be paid to the vendor subject to the accumulation of total KMs & hours more than the contract fixed kilometres i.e. 48000 kms (2000 \* 24 months) and 6000 hrs (250\* 24 months) in each case either of Dedicated Cars or Office Cars or both.



Illustration For Financial Bid :-

FINANCIAL BID FORMAT												
A	B	C	D	E	F	G	H	I	J	K	L	M
Sl. NO.	CAR TYPE	NO. OF CAR	USAGE SLAB (MONTHLY)	ESTIMATED MONTHLY FIXED RATE	ESTIMATED EXTRA KM RUN PER MONTH	ESTIMATED EXTRA KM RUN RATE PER KM	ESTIMATED EXTRA KM COST PER MONTH	ESTIMATED EXTRA HR RUN PER MONTH	ESTIMATE D EXTRA KM RUN RATE PER KM	ESTIMATE D EXTRA KM COST PER MONTH	Gst @ 5%	TOTAL VALUE FOR 2 YEARS
1	HONDA CITY OR EQUIVALENT	2	2000KM X 250HR	60000	100	15	1500	10	250	2500	3200	3036000
2	DEZIRE OR EQUIVALENT	2	2000KM X 250HR	40000	100	12	1200	10	110	1500	2133	2822480
AMOUNT TO QUOTE IN DEM DESIRED AREA												5056080

**Note :**

1. Night Halt charges will be paid Rs. 300/- per night.
2. Toll & Parking charges will be paid as actual.
3. Outstation charges per day Rs. 500/- per night.





#### **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.

#### **SECURITY DEPOSIT:**

The successful bidder shall furnish the Security Deposit of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) to be paid through NEFT within 07 days of award of contract. The Security Deposit will not carry any interest amount.

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

The Security Deposit shall be released to the empanelled Service Provider after completion of the contract period only after 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 Security Deposit shall be released only when the said due is/are cleared by the Service Provider/complaint is resolved.

#### **SIGNING OF CONTRACT:**

The successful bidders shall execute an contract with the Corporation on Non- Judicial stamp paper of value not less than Rs. 100/- within 30 days of written communication for acceptance of lowest rates. The stamp duty shall be borne and paid by the Service Provider.

#### **STATUTORY COMPLIANCES:**

- (a) The Bidder(s) shall comply with the provision of Contract Labour (Regulation & Abolition) Act, 1970, the Contract Labour (Regulation and Abolition) Central Rules, 1971, 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/or statutes that may be applicable to them and as amended from time to time. 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 Security Money Deposit.

The Service Provider shall need to provide 'INDEMNITY BOND' on requisite 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 Motor Vehicle Act/ Rules and 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 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/or Motor Vehicle Act/ Rules 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".

#### **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 EOI/ Agreement and have been and is on the date of this EOI/ Agreement duly authorized by all necessary and appropriate corporate or other action to execute this EOI/ Agreement;
- (b) it has no prior commitments, arrangements or agreements with any other person/ company/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this EOI/ Agreement;
- (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 EOI/ Agreement 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 agreement, written or oral, to which it is a party.

#### **WAIVER:**

The failure of either party at any time to enforce any provision of this EOI/ Agreement, 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.





#### **ENGAGEMENT OF SUB-SERVICE PROVIDERS:**

No sub-Service Provider/ 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 tender/contract.

#### **TIME IS OF THE ESSENCE:**

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

#### **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.

#### **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.

#### **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 agreement 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/ drivers committing any breach of terms and conditions mentioned in the tender/contract and/ or rendering unsatisfactory services, in the opinion of the Corporation shall render itself liable for forfeiture of security deposit and/or termination of the contract forthwith without any notice or any compensation in lieu thereof.

- iv. The Corporation gives no guarantee to provide minimum quantum of work to the empanelled agencies.
- v. The empanelment 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.

#### **NON-DISCLOSURE:**

The Service Provider shall not disclose directly or indirectly any information or materials and details of the Corporation's structure/systems/equipment etc. which may come to possession or knowledge of the Service Provider during discharging its contractual obligations under this tender and/or 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 employer as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Service Provider, and the Corporation shall be entitled to claim damages and pursue legal remedies. The Service Provider shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this contract are fully satisfied. The Service Provider's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

#### **CONFLICT OF INTEREST**

A bidder shall not have a conflict of interest that may affect the Selection Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, JCI shall forfeit and appropriate the EMD, if available, for, inter alia, the time, cost and effort of department including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to JCI hereunder or otherwise.

#### **FRAUDULENT AND CORRUPT PRACTICES:**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, JCI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, JCI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JCI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the





Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of JCI in relation to any matter concerning the Project;

"fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

"coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;

"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by JCI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

"restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **SERVICE PROVIDER'S EMPLOYEES / PERSONNEL**

This contract is on principal-to-principal basis and does not create any employer-employee relationship. Bidder shall provide the services herein as Independent contractor and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the JCI and the Bidder.

All persons employed by the Bidder/ Service Provider shall be deemed to be its employees and all rights and liabilities under the labour laws and other applicable acts/ rules in respect of all such personnel shall be exclusively of the Bidder/ Service Provider.

#### **VARIATION**

No variation or alteration of the terms and conditions of this contract shall be valid unless such variation/ alterations are agreed in writing between the parties.

#### **INDEMNITY**

The Bidder will defend, indemnify, hold harmless and keep JCI, its directors, officers, employees, representatives, agents indemnified from and against all losses, damages, claims, suits, legal proceedings including but not limited to claim for any infringement of any intellectual property rights or any third party rights, arising out of or related to (i) breach of any of the bidder's warranties, representations or non-fulfilment/ non-performance of any of its obligations/ terms & conditions of this tender/ contract, (ii) breach of any applicable laws by the Bidder (iii) loss of or damage caused to any property, material or injury caused to any person in the course of or in connection with the execution of this contract, (iv) negligence and misconduct of the Bidder or its agents, employees, invitees or by any other person acting on its behalf.

#### **SEVERABILITY**

Should any provision of this RFP/ Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

#### **TERMINATION**

(a) The JCI may, without prejudice to any other right or remedy, by giving not less than 30 (thirty) days written notice to the Bidder, terminate the contract in whole or in part: -

i. If the Bidder breaches any of the terms and conditions of the contract and/ or if the Bidder fails to perform/ execute the work within the time period(s) specified in the contract or any extension thereof granted by JCI in writing.

ii. If the Bidder, 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 JCI.

iii. If the Bidder in the judgment of JCI has engaged in corrupt or fraudulent practices in completing or in executing the contract.

iv. In the event that the Bidder 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 JCI shall, by a notice in writing have the right to terminate the Contract and all the rights and privileges of the Bidder/ Service Provider hereunder, shall stand terminated forthwith.

v. In the event, JCI terminate the contract in whole or in part, the JCI may get such services done, upon such terms and in such manner as it deems appropriate by a third party and the Bidder shall be liable to JCI for any risk and costs for such similar services.

(b) Subject to other terms and conditions, the Bidder may by giving not less than 30 (thirty) days written notice to JCI, terminate this Contract in the following circumstances: -

(i) If JCI breaches any of the terms and conditions of the contract and fails to rectify the said breach within a period of 30 days from the date of receipt of written notice from the Bidder.

(ii) If the payments to the Service Provider are delayed beyond the due date and the same is not released within a period of 60 (sixty) days' from the date of receipt of written notice from the Service Provider.

(c) In all cases of termination herein set forth, the obligation of the JCI to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

#### **DISPUTE RESOLUTION & GOVERNING LAWS:**

All dispute, differences, or controversy of whatsoever nature between the parties arising out of or in relation to this tender/ RFP/ contract or relating to construction, meaning, scope, performance, operation or effect of this tender/RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. In the event the dispute/ controversy is not resolved amicably within 15 days, the same 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 from the date of notice by the party concerned, 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.

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 tender/ contract.

#### **VERBAL UNDERTAKING NOT BINDING**

Any verbal arrangement abandoning, varying or supplementing this RFP and/or contract or any of the terms hereof shall not be binding on parties unless the same are endorsed and reduced into writing.

#### **FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within 7 (seven) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. If the Force Majeure condition in question prevails for a continuous period of





one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to mitigate its effect on this contract by agreeing to such alternative contract as may be fair and reasonable.

#### **SURVIVAL**

That the (Confidentiality Clause), (Indemnity Clause), (Dispute Resolution Clause), (Governing Law Clause) and this (Survival Clause) shall survive the termination or expiry of this Contract.

#### **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

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

#### **DISCLAIMER:**

JCI is under no obligation to enter into any contract with any one by issuing this Tender Notice. JCI reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Bidder at any stage or to cancel the entire process without assigning any reason. JCI makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bid documents.





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.....hereinafter 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 wilful 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<sup>2</sup> 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<sup>3</sup> 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.



- (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 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 of 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:

