



भारतीय पटसन निगम लिमिटेड  
The Jute Corporation of India Limited  
(A Government of India Enterprise)



प्रधान कार्यालय: पटसन भवन, तीसरी और चौथी मंजिल, ब्लॉक-सीएफ, एक्शन एरिया - 1, न्यू टाउन, कोलकाता - 700156  
Head Office: Patsan Bhavan, 3rd & 4th Floor, Block-CF, Action Area - 1, New Town, Kolkata - 700156  
सी.आई.एन./ C.I.N.: U17232WB1971GOI027958

**TENDER FOR TRANSIT INSURANCE POLICY  
FOR THE PERIOD FROM 15-03-2024 to 14-03-2025**

**Date : 22-02-2024**

**Closing date of submission of bids : 13-03-2024 at 2:00 PM**

**Opening of bids : 13-03-2024 at 2:30 PM**

**Pre-Bid Meeting : 29-02-2024 at 2:30PM**

**Ref No.- JCI/Transit Insurance /2023 – 24**

To,  
All General Insurance Company

Sub: Transit Insurance Policy  
for the Period from 15-03-2024 to 14-03-2025

Dear Sir,

The jute corporation of India Limited is a nodal agency of Government of India for procurement of raw jute on minimum support price from farmers and JCI also supplies the jute in different locations of India. JCI has an existing insurance policy to cover for the movements of jute namely 'Marine Cargo Open Policy'. The existing policy for the year 2023-24 is going to expire shortly.

We invite you to submit your offer for 'Transit Insurance Policy for the Period from 15-03-2024 to 14-03-2025'.

**Scopes:**

Item	Details
Initial Sum Insured	Rs 50 Crore
Single Carrying Unit	Rs 15 Lacs
Limit Per Location	Rs 45 Lacs
Coverage	All risk including SRCC, TPND, Terrorism
Mode of Transit	Truck, Train
Description of Goods	Losse Jute, Jute in bale, Various Jute Products, Jute Seed
Destination	Anywhere in India
Excess	0.5 % of the Consignment value subject to minimum of Rs 10000/- for each and every claim



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**Last Seven Years Claim Details of the Existing Policy:**

SI No	Loss Type	Loss Location	Claim Amount	Brief Description of loss to insurance Co.	Financial Year of Loss
1	MARINE - FIRE ACCIDENT	Bethudahari	4,37,288	Damage in Transit (Fire in Lorry)	2017-18
2	MARINE - FIRE ACCIDENT	Charghat	3,10,897	Damage in Transit (Fire in Lorry)	2018-19
3	MARINE - FIRE ACCIDENT	Bilasipara	1,38,043	Damage in Transit (Fire in Lorry)	2018-19
4	MARINE - FIRE ACCIDENT	Chakdaha	2,00,168	Damage in Transit (Fire in Lorry)	2019-20
5			Nil		2020-21
6			Nil		2021-22
7	MARINE - FIRE ACCIDENT	Sailong	325467	Damage in Transit (Fire in Lorry)	2022-23
8			Nil		2023-24 (till date)

**Eligibility ((Technical Bid):**

All General Insurance Companies in India having valid IRDA registration are eligible to bid. The Bidder should have been in general insurance business for more than five years on the date of opening of bids and is registered with IRDA. The bidder must enclose photocopy of receipt of annual fees issued by IRDA along with the bid.

**Offer (Financial Bid):**

- On the basis of the above information, kindly furnish premium rates and the amount in the format below.

Subject Matter to be Insured	Loose Jute, Jute in Bale, Various Jute Products & Jute Seed
Packing	Standard and Customary
Mode of Transit	By Road and Train Conveyance
Voyage	Anywhere in India to Anywhere in India
Period of Insurance	15-03-2024 to 14-03-2025
Limit per sending	15 lacs
Limit per Location	45 Lacs
Coverage	All risk including SRCC, TPND, Terrorism
Initial Sum Insured	100 Crore
Rate	
Net Premium with SRCC	
Add : GST	
Add Stamp Duty	
Excess	0.5 % of the Consignment value subject to minimum of Rs 10000/- for each and every claim
<b>Total Premium</b>	



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2. Initial sum insured will be of Rs 50 crore. After ending of 50 crore transit value, sum insured will be enhanced as per requirement.
3. The insurers may inspect, by prior appointment, locations and storage of materials, etc. if necessary before submitting the offer.
4. If required, the past performance of the insurers with The Jute Corporation of India Limited may be taken into consideration for evaluation of offers to award and distribute the insurance business accordingly.
5. IRDA guidelines may be followed for survey, claim settlement and disposal of salvage –regarding.
6. Incomplete offers are liable to be rejected.
7. Submitting the Offer does not guarantee The Jute Corporation India Ltd., accepting your offer. The Jute Corporation India Ltd. reserve the right to accept or reject any offer or offers or part thereof at its sole discretion, without assigning any reason therefore.
8. The Jute Corporation India Ltd. takes no responsibility for delays, loss or non-receipt of the offers sent by the Insurers.
9. The submission of offer shall have no cause of action or claim against The Jute Corporation India Ltd. for rejection of offer. The insurer whose offer is not accepted shall not be entitled to claim any costs, charges, and expenses incidental to or incurred by them in connection with the submission of their offer.

The last date of submitting your Offer at The Jute Corporation India Ltd. (Address mentioned below) is 09-03-2024 within 02.00 PM. All Offers must be submitted in sealed envelopes super scribing “Tender for Transit Insurance Policy for the Period from 15-03-2024 to 14-03-2025” and should reach the following address as in below.

The Jute Corporation of India Limited  
Patsan Bhavan, 3rd & 4th Floor, Block-CF, Action  
Area – 1, New Town, Kolkata – 700156,  
E-mail : [kd2823@jcimail.in](mailto:kd2823@jcimail.in)

10. All Offers must be submitted as per below:

Envelope A : Envelope A marked as Technical Bid-1, which should contain Technical Bid

Envelope B : Envelope B marked as Financial Bid-2, which should contain Financial Bid (Premium Quotation).

Envelope C : Envelope C should contain Envelope A and Envelope B duly super scribing "Tender for TRANSIT INSURANCE POLICY FOR THE PERIOD FROM 15-03-2024 to 14-03-2025".



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11. You are requested to submit your most competitive offer within the stipulated date and time, and in the manner and method prescribed.
12. Any offer received after the expiry of the time specified for receiving the offer is liable to be rejected.
13. Please also note that this offer has also been published in the website [www.jutecorp.in](http://www.jutecorp.in) and Central Public Procurement Portal (CPPP) wherefrom you can also download and apply.
14. All the pages of the Tender Document need necessarily to be signed, signifying acceptance of all the terms and conditions.

**15. Award of Insurance Contract**

**15.1 Award and Sharing of Contract**

Subject to clause 15.2, JCI shall award the contract of its insurance work to the successful bidder for 100% business, whose Technical Bid has been found to be substantially responsive and the Price Bid determined as the Lowest. The successful bidder will have to sign all the pages of tender document before award of work.

JCI may, at its sole discretion, if it intends to allocate a part of its insurance portfolio to the co-insurers. In case of a tie, JCI may distribute the insurance value equally among the bidders under tie.

**15.2 JCI's Right to Accept or Reject Any or All Bids**

JCI reserves the right either to accept or to reject any of the Bids, at any time prior to the award of contract, without assigning any reason whatsoever, and shall not incur any liability to the affected bidder(s).

**15.3 Notification of Award**

Prior to the expiry of the bid validity period, JCI would notify the successful bidder in writing that his Bid has been accepted. The notification of award of contract will constitute the formation of the contract.

**16. Miscellaneous Provisions**

- a. Bidders shall quote for entire range of insurance policy sought by the Corporation.
- b. Competitive bidding is being undertaken amongst insurance companies with a view to solicit the least possible premium with the best possible working arrangements. JCI reserves the right to select the Co-insurer(s) as stated at clause 15.1 and the bidders would have no right, whatsoever to challenge the same. Decision of the Corporation in this regard



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would be final and binding on all concerned. The L1 bidder must be prepared to accept 100% of the business, if allotted to them

- c. In case of any dispute with regard to the evaluation of Bids or the award of insurance work of JCI, the decision of the Competent Authority of JCI shall be final and binding on all concerned.
- d. The Bidder shall undertake the disposal of salvage on the occurrence of any accident or incident resulting into damage/loss of depositors' stocks or JCI's property. JCI shall not be responsible for delay in disposal of salvage and consequential loss if any due to such delay in disposal of salvage.
- e. The Bidder shall keep the policies in force for the full period i.e. from, both days inclusive -midnight to midnight and the same shall not be allowed to be cancelled during the currency of the policy period.
- f. The Bidder, if found successful and thus selected, would have to agree to act as a co-insurer on the rates, terms & conditions offered by the Lead insurer.
- g. Bidders may contact with the person below for any further queries.

Koushik Das, Dy. Manager (O/M), JCI  
E-mail: [kd2823@jcimail.in](mailto:kd2823@jcimail.in)

17. It may please be noted that the corporation will have insurance brokers for the policy.

**18. Integrity Pact**

As per notification of the Central Vigilance Commission (CVC) entering into "Integrity Pact" for this tender is a mandatory pre –requisite. Only those vendors / bidders, who commit themselves to signing the "Integrity Pact" with the Corporation would be considered competent to participate in the tender. At the stage of participating in the tender, all vendors are required to commit to signing the "Integrity Pact" with the Corporation, in the event of their succeeding in securing the order. Only the successful bidder will be required to actually sign the "Integrity Pact". Bidder should furnish a covering letter for acceptance of all terms & conditions of tender document, Integrity Pact as per 'annexure A' etc.

Post signing of the Integrity Pact when the pact becomes operative, any violation of the Integrity Pact, the Corporation/Vendor shall approach the Independent External Monitor (IEMs) for resolution and redress.

The details of IEMs are as under

Shri Subhasish Sarkar  
Flat – 406, Block III



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Kirti Appartments  
Mayur Vihar Phase Extension, Delhi – 11009  
E-mail – [subhashishsarkar53@yahoo.com](mailto:subhashishsarkar53@yahoo.com)

Shri Upendra Malik  
B-108, NSG Society  
Plot – 2, Pocket – 6.  
Builders Area, Greater Noida, Uttar Pradesh – 201315  
Email – [upendra.malik@gmail.com](mailto:upendra.malik@gmail.com)

Thanking you,

Yours faithfully,  
For The Jute Corporation of India Limited  
Kalyan Kumar Mazumdar  
General Manager (O/M)



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**Annexure – A**

**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/



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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:





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- 
- (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.



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- 
- (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.



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- (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



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- 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



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



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- (x) Forfeiture of Performance Bond in case of a decision by JCI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (5) JCI will be entitled to take all or any of the actions mentioned at para1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (6) The decision of JCI to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

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

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

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



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- (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





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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





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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



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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.



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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: