



Krishnagar Regional Office (क्षेत्रीय कार्यालय कष्णानगर) CIN No. (सीआईएन नं): U17232WB1971GO1027958 5, R.K. Mitra Lane, PO- Krishnagar, Dist. - Nadia, Pin-741101. 5, आर के मित्रा लेन, डाक घर- कृष्णानगर, जिला - नादिया, पिन-741101. Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

Date: 05-02-2024

TENDER NOTICE

The Jute Corporation of India Limited (A Govt. of India Enterprise), Regional Office: Krishnagar invites carrying contractors to participate in the tender floated for transporting Jute Bales & others from different centres of the Corporation situated under Krishnagar Region to the Jute mills situated in and around Kolkata. The interested carrying contractors may collect the requisite forms from the above-mentioned Regional Office of JCI against payment of Rs. 200/- by cash from 12th February 2024 to 03th March 2024 between 12.00 PM – 03.00 PM on all working days. Details are also available in JCI's official website www.jutecorp.in.

Silajit Naskar Regional Manager JCI, RO-Krishnagar

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पंजीकृत और प्रधान कार्यांतयः पटसन भवन, तीसरी और चौथी मंजिल, ब्लॉक-सीएफ, एक्शन एरिया-1, न्यू टाउन, कोलकाता - 700156

Regd & Head Office: Patsan Bhawan, 3rd & 4th Floor, Block- CF, Action Area -1, Newtown, Kolkata-700156

Telephone: 91 33 2252-7496 / 7028/ 6952 / 6779 / 6770 / 6773 / 7108 / 6776 / 7027 Fax: 91-033-2252-6771/6890/6951 | Website: www.jutecorp.in





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

Receipt No:	Date:	
CONTRACTOR OF THE STATE OF THE		and a Vincenson of A
Cost Rs. 200/- plus tax	es if any (Rupees	only) (in words)

THE JUTE CORPORATION OF INDIA LIMITED REGIONAL OFFICE: KRISHNAGAR

INVITATION OF TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF ROAD TRANSPORT CONTRACTOR AT KRISHNAGAR

- Last date for receipt of tender form up to 03:00 PM on 03rd March 2024
- B. Last date for submission of tender before 12:00 PM on 04th March 2024
- C. Tender to be opened at 01.00PM on 04th March 2024

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

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GENERAL INFORMATION TO TENDERERS

Sealed quotations are invited from established transport contractors with experience in transporting jute bales (150kg each) from different purchase centres/sub-centres/storage godowns under Krishnagar Region to different jute mills/storage godowns in and around Kolkata. Name of the DPCs of the Corporation and sections of jute mills are mentioned below.

Name of the Departmental Purchase Centres (DPCs) / Sub Centres (SCs)

- Detailed names and addresses of the DPCs, SCs & Additional Godowns are mentioned in the Appendix – 3
- Detailed names of the Jute Mills under above mentioned section are mentioned in the Appendix 4.

Name of the Section

1. B.T. Road, 2. G.T. Road, 3. Budge Budge,

Howrah,
 Chengail & 6. Burdwan.

Procedure for Tender Submission

The transport contractors will have to submit their quotations in sealed envelope mentioning their full name and contact details within 04-03-2024 before 12:00 PM to the Regional Office, Krishnagar, JCI (5, R.K. Mitra Lane, 3rd floor, P.O.-Krishnagar, Nadia-741 101). Quotation should be given by clearly mentioning section wise transport rates for carrying jute bales from different storage points of the corporation under Krishnagar Region, to different mills, as mentioned Appendix – 4. Please find attached with this tender notice Annexure-1&2 included under technical bid and Annexure-3 & 4 included under Price Bid. The Annexures duly filled are to be submitted in two separate sealed envelopes super scribed A-Technical Bid containing Annexure 1 & 2 along with EMD and B-Price Bid containing Annexure 4, both the envelopes are then to be kept in another sealed envelope super scribing Tender No. & "TENDER FOR APPOINTMENT OF TRANSPORT CONTRACTORS" addressed to the Regional Manager of The Jute Corporation of India Limited along with name and address of the tender. The technical bid of the tenders will be opened first and then the price bid of only those tender will be opened who qualify in the technical bid. The tender will remain valid for acceptance within 90 days from the date of opening of the tender.

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1. Date and Time of Tender Opening

Tender will be opened on 04-03-2024 at 01:00 PM at Krishnagar Regional Office. The bidders or their authorized representatives are requested to be present in person at the time of opening the tender at Regional Office, Krishnagar, JCI. The technical bid will be opened first. Technical evaluation will be carried out and only the price bids of those tenderers who qualify in the technical bid will be opened simultaneously.

2. EMD & Security Deposit

- (i) As per Office Memorandum No. F.9/4/2020-PPD dated 12th November, 2020 of Ministry of Finance, GOI, Department of Expenditure; no provision regarding Bid Security/EMD has been kept in the bid documents, only provision for Bid Security Declaration is required to be submitted in the Bid Document.
- (ii) The bidders shall deposit an amount as Performance Security (Security Deposit) as prescribed in the table below:

Sl. No.	Tentative Contract Value	Security Deposit	Remarks
1	Up to 16.5 lac	Rs. 50, 000/-	Non-submission of the security deposit will lead
2	More than 16.5 lac	Amount equivalent to 3% as Security Deposit	to the cancellation of the tender.

Running contractors have to enclose the Xerox copy of money receipt as proof of Security Deposit already submitted. Such security deposit will be refunded within one month of completion of entire transport job by the contractor on written application. Corporation reserves the right to adjust or forfeit partial of full of such security deposit with amount of any loss or damage during transit or any other recoveries as deemed necessary. Non-submission of security deposit will lead to the cancellation of the tender.

3. Method of Selection

Selection will be made on the basis of the lowest rates quoted by the bidder for transporting jute bales from different centres of the corporation to mills in and around Kolkata, Transport rates should be quoted without any cutting or overwriting. Any correction or overwriting in the rates quoted by the transporters

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will summarily reject the tender and will be cancelled. Negotiations can be permitted by the regional authority with the lowest bidder only to bring the rates in parity with local market rates. However, any upward revision on quoted rates is not permissible under any circumstances at the time of finalization of tender. The successful bidder is required to accept the tender soon after his selection by the tender process failing which the EMD of the transporter will be forfeited and the transporter will be liable to pay for any loss incurred by JCl due to such action of his. Guidelines laid down in CVC circular number 4/3/07 dated: 03.03.2007 is to be followed for negotiation with the lowest bidder.

4. Terms and Conditions

- a. Tenderers who have been blacklisted or otherwise debarred by JCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of five years, whichever is more.
- b. Any Tenderer whose contract with The Jute Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible to participate.
- c. Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by The Jute Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- d. If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible to participate.
- e. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tender disqualified.
- f. The rate will remain valid for One (1) year from the date of acceptance of the tender and may be extended up to two or three months in special circumstances with proper approval from the Regional Manager.

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- g. The work order will be issued to the lowest bidder or will be distributed among the lowest bidders at the discretion of Regional Manager. In case of failure to lift jute within stipulated period as per work order. Regional Manager reserves the right to cancel the tender partly or fully or to impose suitable penalty without assigning any reason and may engage other transporter to lift the said consignment in approved rate at the risk & cost of the contracted transporter
- h. Sub-contracting of job is not allowed by any means. If at any point of time it comes to the notice of the Corporation about any sub-contracting such contract will be cancelled. Corporation reserves the right to accept or reject any or the entire tender and/or split among the lowest transport contractors at their absolute discretion without assigning any reason whatsoever.
- Any variation of contract rates due to fluctuation in fuel cost may be considered based on the following points and formula:
- The rate quoted by the bidder will be firm throughout the contract period except for escalation/deescalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered).
- Escalation/De-Escalation of transport rates only on account of increase/decrease in the diesel price will be considered.
- iii) Escalation/De-Escalation clause shall be applicable only, when the impact of series of diesel price increase / decrease results in accumulated net increase/decrease of than Rs 2.00/- per Litres (Rs, Two only) from the base contracted rate of HSD.
- (v) Such increase/decrease shall be applicable only for the prospective period from the date on which the accumulated impact reaches more than Rs.2.00 & above.
- The formula for escalation/ de-escalation of transport charges is as follows:
 0.25 x A x (C-B)

B

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A= Base Rate for transportation as per contract.

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

C= Revised price of HSD of the concerned location.

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

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

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Ref. No. JC1/RO/KGR/Transport Tender/2023-24/588

Date: 05-02-2024

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

10. Corrupt Practices

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

- 11. The Jute Corporation of India reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.
- In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 13. If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false / incorrect at any stage, THE JUTE CORPORATION OF INDIA LTD of India shall have the right to disqualify / summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

14. Bribe, Commission, Gift etc.

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

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15. Liability of Contractor for losses suffered by Corporation

- (a) The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and un-workmanlike performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the REGIONAL MANAGER regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.
- (b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be liable to pay the Corporation Liquidated Damages @ Rs. 300/- with maximum of Rs. 1000/-(Rupees One Thousand only) per truck per day for a 9 MT/12MT/16MT truck which the parties to the contract having agreed to as a reasonable estimate of the losses to the Corporation arising on account of such failure.
- (c) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of Jute bales etc. and take reasonable precautions to avoid wetting/damage/loss to Jute bales during the transport. In the event of deficiency in service by contractor in not providing the tarpaulins for spreading on the decks of trucks or for covering the truck after loading, Liquidated Damages @ Rs: 250/- per truck jute bale will be imposed by the concerned REGIONAL MANAGER/Regional Manager without prejudice to any other right or remedies under the contract and law.

16. Summary Termination of the Contract

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

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

17. Responsibilities of the Contractor

- (a) The Contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of jute bales and carrying out any other section.
- (b) Services under the Contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf.
- (c) The Contractor shall transport by trucks to be arranged by him such number of jute bales as may be required from day to day by the Regional Manager or an Officer acting on his behalf.
- (d) The Contractor shall obtain daily from the Regional Manager or any officer acting on his behalf the programme of loading for the next date/day and shall provide adequate number of lorries/trucks in good condition in accordance with this programme and shall ensure that the lorries, trucks etc. are positioned at the different loading points as indicated by the Regional Manager or any officer acting on his behalf, daily at the time specified.
- (e) In special cases the Contractor may also be required at short notice to arrange to transport jute bales and shall bound to comply with such requests.
- (f) The quantity mentioned in any programme given by the Regional Manager or any other officer acting on his behalf may be altered and the Contractor shall be bound to supply lorries/trucks required for the quantity shown in the programme. He shall not be entitled to any compensation whatsoever for not entrusting him with the quantity of work specified in any programme issued to him.

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THE JUTE CORPORATION OF INDIA LIMITED

Krishnagar Regional Office (क्षेत्रीय कार्यालय कष्णानगर) CIN No. (सीआईएन नं): U17232WB1971GO1027958 5, R.K. Mitra Lane, PO- Krishnagar, Dist. - Nadia, Pin-741101. 5, आर के मित्रा लेन, डाक घर- कृष्णानगर, जिला - नादिया, पिन-741101. Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

Date: 05-02-2024

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

- (g) The Contractor shall be liable to obtain Transit Insurance Cover from a General Insurance Company in favour of the Corporation against loss or damage to the jute bales entrusted to him for transportation.
- (h) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the R u I e s will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.
- (i) The Contractor shall be liable for any loss/damage caused by any delay in the delivery of goods due to breakdown of vehicle or its detention by the police or other Authorities for non-compliance with any of the Rules and Regulations.
- (j) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the jute bales of the Corporation are loaded.

18. Recovery of Damages

Regional authority reserves the right to recover damages for failure on the part of the contractor in the following circumstances -

- a. Non supply of goods carried within stipulated time as per requisition of Regional Office or centres either over phone or written.
- b. Loss of goods by rain or other damage due to failure in over by tarpaulin or other.

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पंजीकृत और प्रधान कार्यातयः पटसन भवन, तीसरी और चौथी मंजित, ब्लॉक-सीएफ, एक्शन एरिया-1, न्यू टाउन, कोलकाता - 700156

Regd & Head Office: Patsan Bhawan, 3rd & 4th Floor, Block- CF, Action Area -1, Newtown, Kolkata- 700156 Telephone: 91 33 2252-7496 / 7028/ 6952 / 6779 / 6770 / 6773 / 7108 / 6776 / 7027





THE JUTE CORPORATION OF INDIA LIMITED

Krishnagar Regional Office (क्षेत्रीय कार्यालय कष्णानगर) CIN No. (सीआईएन नं): U17232WB1971GO1027958 5, R.K. Mitra Lane, PO- Krishnagar, Dist. - Nadia, Pin-741101. 5, आर के मित्रा लेन, डाक घर- कृष्णानगर, जिला - नादिया, पिन-741101. Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

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Date: 05-02-2024

- c. Non weighment of goods at nearest to loading point, nearest to mill points and mill points.
- d. If the difference in weight between the DPC point and outside mill point is more than 25 kg, then the value of the weight difference exceeding the permissible amount i.e. 25 kg calculated in terms of landing price of the jute at the destination point will be adjusted from the freight charges
- e. Non carrying of the document like Bill of Supply, Way Bill, Challan etc. during transportation
- f. In any other cases as deemed fit by the Regional Authority.

19. Arbitration & Governing Laws

Any controversy, dispute or disagreement of whatsoever nature between the parties arising out of or in relation to the tender/ contract and/ or relating to the construction, meaning, scope, performance, operation or effect of the tender/ 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 and in the event parties are unable to resolve the dispute amicably within a period of 15 days, such disputes or matters shall be referred for Arbitration, The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

This Tender/ Contract will be governed by the Laws of India for the time being in force and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this tender/ contract.

20. Payment to Transporter

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

21. Taxes and Other Dues

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

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THE JUTE CORPORATION OF INDIA LIMITED

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22. Force Majeure

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

23. Indemnification

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

24. Period of Contract

Period of contract shall be for One (1) year commencing from ______ to _____ and mutually renewable thereafter, subject to the satisfactory performance and compliance to the terms and conditions of the contract by the Contractor and as per requirement by the Corporation.

25. Statutory Compliances

The Bidders/Contractor shall comply with the provisions of -

- Contract Labour (Regulation & Abolition) Act, 1970;
- Contract Labour (Regulation & Abolition) Central Rules, 1971;
- Minimum Wages Act, 1948;
- Employee State Insurance Act, 1948;
- Payment of Wage Act, 1936;
- Workmen's Compensation Act, 1923;
- The Employees' Provident Fund Act (Miscellaneous Provisions), 1952;
- Payment of Bonus Act, 1965;
- Employer's Liability Act, 1938;

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पंजीकृत और प्रधान कार्यालय: पटसन भवन, तीसरी और बीधी मंजिल, ब्लॉक-सीएफ, एक्खन एरिया-1, न्यू टाउन, कोलकाता - 700156





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Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

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- Employment of Children Act, 1938;
- Maternity Benefit Act, 1961;

and/or any other rules, regulations and statutes as amended from time to time, that is and/or may be applicable to the Contractor and its employees/personnel.

The bidder(s) must deposit a valid proof in respect of PF & ESIC registration of his establishment while submitting the tender. 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 aforesaid acts, rules 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 of non-compliance of any such rules/acts. In case of bidder's failure to fulfil any of the obligations hereunder and/or under the said acts/rules/regulations or any byo-laws, the Corporation shall be at liberty to recover the same either by deducting it from Security Deposit/Earnest Money or from any other sum due from the Corporation to the Contractor whether under this contract or otherwise.

26. Legal Relationship

Contract is on principal-to-principal basis and does not create any employer-employee relationship. Bidder/Contractor 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 JCl and the bidder/contractor.

All persons employed by the bidder/contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees' Provident Fund Act, and other applicable acts/rules, in respect of all such personnel shall exclusively be that of the bidder/contractor.

Regional Manager The Jute Corporation of India Limited

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THE JUTE CORPORATION OF INDIA LIMITED

Krishnagar Regional Office (क्षेत्रीय कार्यालय कष्णानगर) CIN No. (सीआईएन नं): U17232WB1971GO1027958

5, R.K. Mitra Lane, PO- Krishnagar, Dist. - Nadia, Pin-741101.

5. आर के मित्रा लेन, डाक घर- कृष्णानगर, जिला - नादिया, पिन-741101.

Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

Date: 05-02-2024 Appendix - 1

	TECHNICAL BID
Fron	n- (Full name & address of the tenderer)
To	
The	Regional Manager,
The .	Jute Corporation of India Limited,
Regi	onal Office, Krishnagar
Dear	Sir,
1.	I submit the sealed tender for appointment as Road Transport Contractor from to
2.	I have thoroughly examined and understood all the terms & conditions as contained in the tender document and agree to abide by them.
3.	Demand draft/Electronic Clearing System (ECS) No
4.	I do hereby, declare that the entries made in the tender and the details attached there in are true.
5.	I, hereby declare that my Firm/ Company has not been blacklisted or otherwise debarred during the last five years by The Jute Corporation Of India Limited or any other public sector undertaking of any Government body or any other client for any failure to comply with the terms and conditions of any contract or for violation of any Statute, Rule of Administrative Instructions. OR
	I, hereby declare that my Firm/Company was blacklisted/debarred by (here give the name of the client) for a period of which period has expired on (Full details of the reasons for blacklisting/debarring, and the communication in this regard should be given).
6.	I, hereby declare that no contract entered in to by me/my Firm/Company with The Jute Corporation Of India Limited, or any other public sector undertaking of any government or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.

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पंजीकृत और प्रधान कार्यालय: पटसन भवन, तीसरी और चौथी मंजिल, ब्लॉक-सीएफ, एक्शन एरिया-1, न्यू टाउन, कोलकाता - ७००१५६

Regd & Head Office: Patsan Bhawan, 3rd & 4th Floor, Block- CF, Action Area -1, Newtown, Kolkata- 700156 Telephone: 91 33 2252-7496 / 7028 / 6952 / 6779 / 6770 / 6773 / 7108 / 6776 / 7027





Krishnagar Regional Office (क्षेत्रीय कार्यालय कष्णानगर) CIN No. (सीआईएन नं): U17232WB1971GO1027958 5, R.K. Mitra Lane, PO- Krishnagar, Dist. - Nadia, Pin-741101. 5, आर के मित्रा लेन, डाक घर- कृष्णानगर, जिला - नादिया, पिन-741101. Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

- Date: 05-02-2024
- 7. I, hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable in the case on any Contract entered into by me/us with The Jute Corporation Of India Limited or any other public sector undertaking or any government body during the last five years.
- I, hereby declare that I have not been convicted at any time by a Court of Law or an offence and sentenced to imprisonment within a period of three years or more.

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

(Signature of the Tenderer)

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पंजीकृत और प्रधान कार्यालय: पटसन भवन, तीसरी और चौधी मंजिल, ब्लॉक-सीएफ, एक्शन एरिया-1, न्यू टाउन, कोलकाता - 700156

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15

भारतीय पटसन निगम लिमिटेड THE JUTE CORPORATION OF INDIA LIMITED



Krishnagar Regional Office (क्षेत्रीय कार्यालय कष्णानगर) CIN No. (सीआईएन नं): U17232WB1971GO1027958 5, R.K. Mitra Lane, PO- Krishnagar, Dist. - Nadia, Pin-741101. 5, आर के मित्रा लेन, डाक घर- कृष्णानगर, जिला - नादिया, पिन-741101. Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

Date: 05-02-2024

Appendix - 2

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

Details of Tenderer:

Details of Tenderer

(TO BE FILLED IN BY THE TENDERER)

Name		•	
Date o	of birth	*	
Addr	ess	1	
Emai	I ID	€0	
Conta	act No	:8	
2)	Comp	position of Tenderer	
a.	Proprietorship concern/registered partnership firm/ Compar		
b.	Name of the proprietor/All partners:		
e.	toget	ess in which the tenderer is employed: her with particulars of the Head Office usiness if any.	

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पंजीकृत और प्रधान कार्यालय: पटसन भवन, तीसरी और चौथी मंजिल, ब्लॉक-सीएफ, एक्शन एरिया-1, न्यू टाउन, कोलकाता - 700156



3)

भारतीय पटसन निगम लिमिटेड



THE JUTE CORPORATION OF INDIA LIMITED

Krishnagar Regional Office (क्षेत्रीय कार्यालय कष्णानगर) CIN No. (सीआईएन नं): U17232WB1971GOI027958 5, R.K. Mitra Lane, PO- Krishnagar, Dist. - Nadia, Pin-741101. 5, आर के मित्रा लेन, डाक घर- कृष्णानगर, जिला - नादिया, पिन-741101.

Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

List of documents attached

Date: 05-02-2024

a)	Forwarding Letter	Yes/No
b)	Income Tax PAN	Yes/No
(3	Professional Tax	Yes/No
d)	Trade License	Yes/No
c)	Proof of Business address with contact number	Yes/No
0	Certificate of Registration issued by Ministry of	Yes/No
	Transport & Highway under the provisions of the Carriage by Road Act 2007	
a)	GST registration details	Yes/No

(Signature and scal) (Authorized Signatory)

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Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

Date: 05-02-2024 Appendix - 3

Name of the Departmental Purchase Centres (DPC) under Krishnagar Region Operative for MSP operation for Crop Year 2023-24

Sl. No.	Name of the Centre	Name of District	Address	No. of Additional Godowns
1	1 Aranghata Nadia Ranaghat-I DPC Nadia Ranaghat-I 741501.		Vill - Sabdalpur, PO - Aranghata, PS - Dhantala, Block - Ranaghat-II, Sub Div Ranaghat, Nadia, West Bengal, Pin - 741501.	3
2	Bara Andulia DPC	Nadia	Vill – Bara Andulia, PO – Bara Andulia, PS+Block – Chapra, Sub Div. – Chapra, Nadia, West Bengal, Pin – 741124.	- 1
3	Majdia DPC	Nadia	Vill – Bheripara, PO – Majdia, PS+Block – Krishnagunj, Sub Div Krishnagar Sadar, Nadia, West Bengal, Pin – 741507.	- 1
4	Gazna DPC	Nadia	Paschimpara, PO – Gazna, PS+Block – Hanskhali, Nadia, West Bengal, Pin – 741507.	1
5	Chakdaha DPC	Nadia	RBC Road, Vill – Uttar Lalpur, PO+PS – Chakdaha, Nadia, West Bengal, Pin – 741222.	1
5a	Chakdaha DPC-New Godown	Nadia	Vill - Shreenagar, PO - Rajarmath, PS - Chakdaha, Nadia, West Bengal, Pin - 741223.	0
6	Nagarukhra SC	Nadia	Vill- Barasat Para, PO - Haripukuria, Block - Haringhata, Sub Div Kalyani, Nadia, West Bengal, Pin - 741257.	0
7	Gangnapur SC	Nadia	Vill+PS+PO - Gangnapur, Block - Ranaghat-II, Sub Div Ranaghat, Nadia, West Bengal, Pin - 741238.	0
8	Nabadwip DPC	Nadia	Sribas Angan Chara (South), Nabadwip, PO - Nadia, West Bengal, Pin - 741302.	1
9	Bangaljhi DPC	Nadia	Ranabundh Road, Vill+PO – Bangaljhi, Block –Chapra, Sub Div. – Krishnagar Sadar, Nadia, West Bengal, Pin – 741123.	2
10	Dainhat DPC	Burdwan	Vill+PO - Dainhat, PS - Katwa, Block - Katwa-II Sub Div Katwa, Purba Burdwan, West Bengal, Pin -	1

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Ref. No. JCl/RO/KGR/Transport Tender/2023-24/588

713502.

	No. of Additional Godowns
a, Block -	3

Date: 05-02-2024

SL No.	Name of the Centre	Name of District	Address	No. of Additional Godowns
11	Kalna DPC	Burdwan	Kalna RMC Complex, Vill – Jewdhara, PO – Kalna, Block – Kalna-II, Sub Div. – Kalna, Purba Burdwan, West Bengal, Pin – 713409.	2
12	Karwa DPC	Burdwan	Katwa RMC Complex, Ward No. – 20, PO – Khajurdihi, Block – Katwa, Sub Div. – Katwa, Purba Burdwan, West Bengal, Pin – 713150.	310
13	Sulantu DPC	Burdwan	Vill - Sulantu, PO - Parulia, Block - Purbasthali-I, Sub Div- Kalna, Burdwan, West Bengal, Pin - 713513.	2

Note: The rates for the respective additional godowns will be same as the nearest DPC/SC under Krishnagar Region.

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THE JUTE CORPORATION OF INDIA LIMITED

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Ref. No. JC1/RO/KGR/Transport Tender/2023-24/588

Date: 05-02-2024

Appendix - 4

	SECTION WISE LO	OCATION OF MILLS	
B.T. Road	G.T.Road	Budge Budge	Chengail
Reliance Jute Mill	Ganges Jute Mill	Calandenia Jute Mill	Ludlow Jute Mill
Auckland Jute Mill	Hanuman Jute Mill	Cheviot Jute Mills	Kaneria Jute Mill
Kelvin Jute Mill	Naskarpara Jute Mill	Budge —Budge Jute Mills	Premchand Jute Mill
Agarpara Jute Mill	Shyamnagar Jute Mill	Birla Jute Mill	Delta Jute Mill
Prabartak Jute Mill	Angus Jute Mill	Ganesh Jute Mill	Howrah
Khardah Jute Mill	Victoria Jute Mill (RDB Textile)	National Jute Mill	Fort Gloster
Alexandra Jute Mill	Delhousie Jute Mill	Hoogly Jute Mill	Bowreah Jute Mill
Naihati Jute Mill	Bally Jute Mill	Calcutta Jute Mill	Union Jute Mill
Kinnision Jute Mill'	Mahadeo Jute Mill	Surah Jute Milli	Bally No.2 (Ultagang)
Aliance Jute Mill	Charopdani Jute Mill		Howrah Jute Mill
Titagarh Jute Mill	Sreerampore Jute Mill		Bijoyshree Jute Mill (For William Jute Mill)
Gourisankar Jute Mill	Wellington Jute Mill.		Bharat Jute Mill
Baranagar Jute Mill	North Breek Jute Mill		Burdwan
Kamarhati Jute Mill	Hasting (Rishra)		Barsul Tex
Kankinara Jute Mill	Naskarpara, Chosori		
Nadia Jute Mill	Joy Tirupaty Jute Mill		
Gauripur Jute Mill	Gandalpara Jute Mill		
Anglo India Jute Mill	Aditya (Bhadraswar)		
Hukumchand Jute Mill	Ambica Mfg. Belur		
Jagatdal Jute Mill	Tirupati Jute Mill		
Maghna Jute Mill (Sbyannagar)	India Jute Mill		
Empire Jute Mill (Titagarh)	Uma Spinners		
Naffarchandra Jute Mill			
Weaverly Jute Mill			

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THE JUTE CORPORATION OF INDIA LIMITED

Krishnagar Regional Office (क्षेत्रीय कार्यालय कष्णानगर) CIN No. (सीआईएन नं): U17232WB1971GO1027958 5, R.K. Mitra Lane, PO- Krishnagar, Dist. - Nadia, Pin-741101.

5. आर के मित्रा लेन, डाक घर- कृष्णानगर, जिला - नादिया, पिन-741101.

Fax & Phone No. - 03472-252941, Email: ro.kgr@jcimail.in

Ref. No. JCI/RO/KGR/Transport Tender/2023-24/588

Date: 05-02-2024

Appendix - 5

FINANCIAL BID

From-(Full name & address of the tenderer)
То
The Regional Manager,
The Jute Corporation of India Limited,
Regional Office, Krishnagar
Dear Sir,
I am submitting the Price bid for the appointment as Road Transport Contractor from toto
I have thoroughly examined and understood all the terms & conditions in the tender document invitation to tender and its annexure & appendices and agree to abide by them.
3. I offer to work at the following rates as in appendix – 5A, inclusive of all taxes, duties cess etc.
Yours faithfully,
(Signature and coal)
(Signature and seal)
(Authorized Signatory)
Enclosed: Rate per bale for Transportation to Mills in the following zones in West Bengal as mentioned in the Appendix- 5

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Telephone: 91 33 2252-7496 / 7028 / 6952 / 6779 / 6770 / 6773 / 7108 / 6776 / 7027 Fax: 91-033-2252-6771 / 6890 / 6951 | Website: www.jutecorp.in





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Date: 05-02-2024

Appendix - 5A

	ZONE WISE TRANS	SPORT R	ATE FROM.		то		
Sl. No.	Name of the DPC	B.T. Road	G.T.Road	Budge Budge	Chengail	Howrah	Burdwan
\mathbf{r}	Aranghata DPC						
2	Bara Andulia DPC						
3	Majdia DPC						
4	Gazna DPC						
5	Chakdaha DPC						
5a	Chakdaha DPC-New Godown						
6	Nagarukhra SC						
7	Gangnapur SC						
8	Nabadwip DPC						
9	Bangaljhi DPC						
10	Dainhat DPC						
11	Kalna DPC						
12	Katwa DPC						
13	Sulantu DPC						

(Signature and seal) (Authorized Signatory)

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Date: 05-02-2024

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
Designation
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

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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

- 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.

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 - (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.

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- (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
- (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

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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.

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- (iv) To recover all sums already paid by JCl, 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 JCl in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance' bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by JCI, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to JCI resulting from such cancellation/rescission and JCI shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (vii) To debar the Bidder from participating in future bidding processes of the JCI, for a maximum period of five years, but which can be extended at the discretion of JCI.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract,
- (ix) In cases, where irrevocable Letters of Credit have been received in respect of any contract signed by JCI with the Bidder, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by JCI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (5) JCI will be entitled to take all or any of the actions mentioned at paral (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.

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(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

- 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 clapsed 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

- 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

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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

- 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.

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- (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 intensions.
- (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,	1.,
(Signature, name and address)	(Signature, name and address)
Place:	
Dated	

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