

Date:21/02/2024

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

THE JUTE CORPORATION OF INDIA LIMITED  
REGIONAL OFFICE BHADRAK

TENDER NO. JCI/RO/TRANSPORT/2023-24/02

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

- A. Last date for receipt of tender up to 3:00 PM on 13/03/24*
- B. Last date for submission of tender before 03:00 PM on 13/03/24*
- C. Tender to be opened at 4:00 PM on 13/03/24*

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

## **GENERAL INFORMATION TO TENDERERS**

Sealed quotations are invited from established transport contractors who have experience in transporting raw jute. The transporter have to carry raw jute on per quintal/per km basis from RMC Godown situated at Deula Panchayat ,Basudevpur, Jathia, Singhla, Baliapal,Balasore, to Bhadrak DPC ( Departmental Purchase centre), Arnapal, Bhadrak.

### **1. Procedure for Tender Submission**

The transport contractors will have to submit their quotations in sealed envelope mentioning their full name/and contact details within 13/03/24 before 3 PM to the Regional Office at the following address AT/PO-Langudi, Via-Arnabal, Dist-Bhadrak, PIN-756116, Odisha.

**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 supporting documents in respect of deposit of 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 tenders 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.**

### **Date and Time of Tender Opening**

Tender will be opened on 13/03/24 at 4:00 PM at the Bhadrak 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 Bhadrak. The technical bid will be opened first. Technical evaluation will be carried out and the price bids of those tenderer who qualify in the technical bid will be opened at a later date/same day.

### **2. EMD & Security Deposit**

All bidders have to deposit an amount of Rs 23,000/- (Twenty three thousand only) in favor of “The Jute Corporation of India Limited” by ECS as Earnest Money Deposit (EMD) along with the tender which will be converted to security deposit for successful bidders and will be refunded without any interest to unsuccessful bidders within one month from the opening of tender.. Such security deposit will be refunded (without interest) within one month of completion of entire transport job by the contractor on written application. Corporation reserves the right to adjust or forfeit partial or full value of such security deposit in case of any loss or damage to goods during transit or any other recoveries as deemed necessary. Non submission of EMD will lead to the cancellation of the tender. EMD to be deposited in the following bank account.

Name of the Account Holder: - The Corporation Of India Limited

Name of the Bank: - Central Bank of India

Account No.: - 5133618533

IFSC Code: - CBIN0281489

Branch: - Bhadrak

### **3. Method of selection**

Selection will be made on the basis of the lowest rates quoted by the bidder. Transport rates should be quoted without any cutting or overwriting. Any correction or overwriting in the rates quoted by the transporters will summarily reject the tender and will be cancelled. The successful bidder is required to accept the tender soon after his selection by the tender process failing which the EMD of the transporter will be forfeited and the transporter will be liable to pay for any loss incurred by JCI due to such action of his. Guidelines laid down in CVC circular number 4/3/07 dated: 03.03.2007 is to be followed for negotiation with the lowest bidder. The successful bidders will have to compulsorily sign the integrity pact as per annexure 3 before commencement of work. In case of non-signing, the tender/bid is liable for rejection.

### **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 1(One) 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.
- 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.

i. Any variation of contract rates due to fluctuation in fuel cost may be considered based on the following points and formula:

i) The rate quoted by the bidder will be firm throughout the contract period except for escalation/de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered)

ii) 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 Liters (Rs. Two only) from the base contracted rate of HSD.

iv) 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.

v) The formula for escalation/ de-escalation of transport charges is as follows:

$$0.25 \times A \times \frac{(C-B)}{B}$$

A= Base Rate for transportation as per contract.

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

C= Revised price of HSD of the concerned location.

The diesel rate prevailing at the Indian Oil Corporation outlets at the concerned Region (as in B) will be taken 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.

5. 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 loose jutes 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., failure to which any shortage in weight between the points will be deducted from the transport bill of the concerned transporter. No demurrage whatsoever will be paid to the transporter by JCI in case of detention of lorry/trucks .

7. 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 (Bhadrak RLD) under this clause shall be final conclusive and binding on the contractor.

9. Transporter should collect lorry challan and other necessary documents from JCI for every consignment. Transporters should also generate an 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.

12. 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.

**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 unworkmanlike 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/-( One Thousand) per truck per day for a 9 MT/12MT/16MT truck which the parties to the contract having agreed to as a reasonable estimate of the losses to the Corporation arising on account of such failure.

(c) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the raw jute etc. and take reasonable precautions to avoid wetting/damage/loss to raw jute 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. 192/- per qtls will be imposed by the concerned 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.

(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 raw jute and carrying out any other services under the Contract in accordance with the instructions issued by the Regional Manager or an officer acting on his behalf.

(b) The Contractor shall transport by trucks to be arranged by him, as per the instruction received from Regional Manager or an Officer acting on his behalf.

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

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

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

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

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 raw jute 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 of the Corporation as the case may 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 raw jute 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 Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.

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

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

(k) The Contractor must ensure that, in each consignment a minimum quantity of 80qtls of raw jute to be transported. Upon failure, the transport bill of the said consignment may lead to cancellation at the discretion of the Regional Manager.

## **18. Recovery of Damages**

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

- a. Non supply of goods carried within stipulated time as per requisition of Regional Office or centers either over phone or written.
- b. Loss of goods by rain or other damage due to failure in over by tarpaulin or other
- c. Non weighment of goods at nearest to loading point and unloading point.
- d. If the difference in weight between the loading point and unloading point is more than 25 Kgs. then the value of the weight difference exceeding the permissible amount i.e. 25 Kgs calculated in terms of derivative price (Kolkata landed) will be adjusted from the freight charges.
- e. Non carrying of the document like Waybill, 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 .

#### **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.

#### **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 1years, 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.

Sd/-  
Regional Manager  
The Jute Corporation of India Limited

**TECHNICAL BID**

Name of the Tenderer:

Address of the Tenderer:

To  
The Regional Manager  
The Jute Corporation of India Limited  
Regional Office- Bhadrak RLD

Dear Sir,

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

OR

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

6. I hereby declare that no contract entered 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
7. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable in the case on any Contract entered in to by me/us with The Jute Corporation of India Limited or any other public sector undertaking of any government body during the last five years
8. I hereby declare that I have not been convicted at any time by a Court of Law for any offence and sentenced to imprisonment within a period of three years or more.

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

(Signature& Seal of the tenderer)

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

(TO BE FILLED IN BY THE TENDERER)

**1) Details of Tenderer**

Name:

Date of birth :

Address :

Email ID :

Contract no :

**2) Composition of Tenderer**

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

**3) List of documents attached**

- |  |        |
|--|--------|
| a) Forwarding Letter   | Yes/No |
| b) Income Tax PAN  | Yes/No |
| c) Professional Tax  | Yes/No |
| d) Trade License   | Yes/No |
| e) Proof of Business address with contact number   | Yes/No |
| f) Certificate of Registration issued by Ministry of<br>Transport & Highway under the provisions<br>of the Carriage by Road Act 2007 | Yes/No |
| g) GST registration details  | Yes/No |

(Signature and Seal)  
(Authorized Signature)

**INTEGRITY PACT**

**INTEGRITY PACT**

**BETWEEN**

**The Jute Corporation of India Limited**

(Hereinafter referred to as JCI)

**AND**

.....

(Name and Address of the Bidder)

(Hereinafter referred to as the “Bidder”/ “Contractor”/ “Service Provider”)

and hereinafter jointly referred to as “Parties”)

**Preamble**

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

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

**NOW THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudicial dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling JCI to obtain the desired said stores/equipment/item/goods/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption of public procurement and enabling the Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and JCI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

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

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

1. JCI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of JCI, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) JCI will, during the Tender process, treat all Bidder(s) with equity and reason. JCI will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (2) If JCI obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or it is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, JCI will inform its Chief Vigilance Officer and in addition can also initiate disciplinary action as per its internal laid down policies and procedures.

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

1. It is required that each Bidder (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
  - (2) The Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
    - (i) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of JCI's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
    - (ii) The Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize in the bidding process.

(iii) The Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further, the Bidder(s) will not use improperly (for the purpose of competition or any personal gain), or pass on to others, any information or documents provided by JCI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder(s) also undertakes to exercise due and adequate care lest any such information is divulged.

(iv) The Bidder(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases, where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(v) The Bidder(s) will, when presenting his/her bid, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s) will not, directly or through any other person or firm indulge in any fraudulent practice (means a wilful misrepresentation or omission of facts or submission of fake/forged documents) in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process to get any unjust advantage and/or to influence the tender process).

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

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

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, JCI after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the JCI. Such exclusion may be forever or for a limited period as would be decided by the JCI.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If JCI has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3(1), then JCI, apart from exercising any legal rights that may have accrued to JCI, may in its considered opinion forfeit



the entire amount of Earnest Money Deposit/ Performance Guarantee and Security Deposit of the Bidder/ contractor as justified.

(3) Criminal Liability: If JCI obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the JCI has substantive suspicion in this regard, JCI will inform the same to law enforcing agencies for further investigation.

(4) Any breach of the aforesaid provisions by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle JCI to take all or any one of the following actions as well, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited as stated earlier either fully or partially, as decided by JCI. JCI shall not be required to assign any reason, therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by JCI, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder from a country other than India with interest thereon at 2%. higher than the

LIBOR. If any outstanding payment is due to the Bidder from JCI in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance' bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by JCI, along with interest.

(vi) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to JCI resulting from such cancellation/rescission and JCI shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(vii) To debar the Bidder from participating in future bidding processes of the JCI, for a maximum period of five years, but which can be extended at the discretion of JCI.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract,

(ix) In cases, where irrevocable Letters of Credit have been received' in respect of any contract signed by JCI with the Bidder, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by JCI to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(5) JCI will be entitled to take all or any of the actions mentioned at para1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

(6) The decision of JCI to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

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

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings of the Bidder as deemed fit by JCI.

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

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

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

#### **Article 6: Fall clause**

The Bidder undertakes that it has not supplied/ in not supplying similar product/ systems or sub system at a price lower than that offered in its present bid in respect of any other Ministry/ Department of Government of India or PSU and if it is found at any stage similar products/ systems or subsystems was applied by the Bidder to any other Ministry/ Department of Government of India or a PSU at a lower price, then that very price, with due allowance for

elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

#### **Article 7: Independent External Monitors**

1. JCI has appointed following two Independent External Monitors in consultation with the Central Vigilance Commission to review independently and objectively, whether and to what extent the parties have complied with their obligations under this integrated pact.
  1. Sh. Subhashish Sarkar  
Retd. Member, Postal Services Board, New Delhi  
E-mail: [subhashishsarkar53@yahoo.com](mailto:subhashishsarkar53@yahoo.com)
  2. Sh. Upendra Malik  
Retd. Special Director General, CPWD, New Delhi  
E-mail: [upendra.malik@gmail.com](mailto:upendra.malik@gmail.com)
2. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
3. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Bidder(s) accepts that the Monitor(s) has the right to access without restriction to all Project documentation of JCI including, that provided by the Bidder. The Bidder will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor(s) shall be, under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.
4. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by JCI.

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

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

8. 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.
9. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

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

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the JCI, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) In case of joint venture or partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and

consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of IP by the sub-contractor(s). The Bidder shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Subcontractors/sub-vendors. Each sub-contractor is required to sign the IP invariably.

(5) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(6) It is agreed as term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by JCI in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 10: Legal and Prior Rights**

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

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

.....

.....

(For and on behalf of JCI)

(For and on behalf of Bidder/ contractor)

WITNESSES:

1. ....

1 . ....

(Signature, name and address)

(Signature, name and address)

Place:

Dated:

***Annexure-4***

**PRICE BID**

From:

Name:

Address:

To

The Regional Manager.

The Jute Corporation of India Limited,

Regional Office-Bhadrak RLD

Dear Sir,

I/We am/are submitting the price bid for the “Appointment as Road Transport Contractor” from

\_\_\_\_\_ to \_\_\_\_\_.

2. I/We have have carefully gone through the essential condition of tenders and terms & conditions prescribed for entering contract for appointment of transport Contractors. Rate quoted per quintal, per kilometer basis (the rates quoted must be inclusive of loading and unloading expenses)

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

Quoted Rate (per quintal/ per kilometer basis)	In Figure	Rs. In words

Yours Faithfully  
Signature and Seal of the Tenderer

\_\_\_\_\_End\_\_\_\_\_