**Request for Proposal**

 Selection of Bank For

# Payment & Settlement Mechanism of e-auction

for

 The Jute Corporation of India Ltd. (JCI)

(Ref. No………………………………………........)

To be submitted Before

Time ………………………… on Date ……………………………

RFP No. …………………………Dated………………………………

The Jute Corporation of India Ltd. (JCI)

Patsan Bhavan, 3rd & 4th Floor, Block – CF, Action Area - 1, New Town, Kolkata – 700156

ADDRESSED TO

Senior Manager (Finance),

The Jute Corporation of India Ltd.,

Patsan Bhavan, 3rd & 4th Floor, Block – CF, Action Area - 1, New Town, Kolkata – 700156

**Section – 1**

**Bid Schedule and Address**

|  |  |  |
| --- | --- | --- |
| **Sl. No**. | **Description** | **Detailed Information** |
| 1 | Name of the Project | Payment & Settlement Mechanism of E Auction for The Jute Corporation of India Ltd. (JCI) |
| 2 | RFP Reference No: |  |
| 3 | Date of publish |  |
| 4 | Pre- Bid Meeting |  |
| 5 | Last date and time for submission of bid |  |
| 6 | Address for submission of bid | The Jute Corporation of India Ltd. Head Quarter : Patsan Bhavan, 3rd & 4th Floor, Block – CF, Action Area – 1, New Town, Kolkata - 700156 |
| 7 | Date and time of opening of Technical Bid |  |
| 8 | Date and time of Presentation | Date & time shall be communicated to the bidders |
| 10 | Bid related queries | Senior Manager (Finance), The Jute Corporation of India Ltd., Kolkata. Contact no.-033-22521100, e-Mail - sm.fa.pm@jcimail.inAll e-mail communications should mention theSubject as “Payment & Settlement Mechanism of E-Auction”. |
| 11 | Bid Security | Bid Securing Declaration (attached in Annexure – C) |
| 12 | Integrity Pact | (Attached in Annexure – D) |

Section – 2

**About THE JUTE CORPORATION OF INDIA LTD:**

The Jute Corporation of India Limited (JCI) is central public sector undertaking under the ownership of Ministry of Textiles, Government of India. It is incorporated by the Government of India in 1971 as a price support agency with a clear mandate for the procurement of raw jute / mesta without any quantitative limit from the growers at the minimum Support price (MSP) declared in each year by the Government of India based on the recommendations made by Commission of Agricultural Cost & Prices (CACP). This protects the jute growers from exploitations in the hands of the middle men. The basic objective is not profit making but a social cause to protect the interest of about 4.00 million families engaged in farming of jute, most of whom are small / marginal farmers. Therefore, the presences of JCI in the market provide stability in the raw jute prices.

1. **Objective of RFP :**

The Jute Corporation of India Ltd. intends to select experienced and technologically advanced public sector and/or private banks included in the 2nd schedule of RBI Act, 1934 for online e- auction payment & settlement services for Pan India e-auction platform enabling buyers/trader/seller to purchase/trade/sale of Raw Jute through auction as well as to make payments of their auctionable lots/EMD through RTGS/ NEFT & Net Banking including subsequent distribution of received payment from buyers to sellers, different entities etc. as per guidelines issued by The Jute Corporation of India Ltd. from time to time.

An End to End e-marketplace Ecosystem e-Auction Platform Solution shall be developed by Technical Service Provider (TSP) and **selected banks should bear the necessary cost of development and maintenance of the E Auction platform which should comprise the following features:**

* A smooth solution for financial transactions for both Buyers as well as for Traders.
* Completely integrated Payment Gateway with bank server.
* Complete Fund flow management
* Bank account validation
* Customized MIS
* Technical, Helpdesk and resource support
* Out of the total proposal received by the Jute Corporation of India ltd. (JCI) on the captioned subject, not more than **three banks would be selected on the discretion of The Jute Corporation of India Ltd. (JCI)**

**N.B – The above mentioned points presented are only illustrative but not exhaustive.**

Further, the payment terms related to development and maintenance fees as well as non-compliance charges, if any shall be as per tripartite agreement to be signed between the vendor of e-auction platform responsible for design, development, operations and maintenance, the selected banks and the Corporation. The payment would be as per the following timeline:

Payment of Development Fees

- One time development fees

* 20% on submission of SRS Document and its acceptance by JCI
* 30% on acceptance of UAT by JCI
* 40% on submission of successful audit certificates with a validity covering Warranty

Period

* 10% after 3 months of Go Live and production Hosting Information, SSL Certificate

etc.

- Annual operations & maintenance and cloud infrastructure fees etc (annual after Warranty)

* Monthly billing
1. **Extent of Proposal :**

Prospective applicant scheduled public sector and private banks should note that any proposal submitted in response to this RFP and all associated amendments or clarifications submitted during evaluation, would form part of any subsequent contract to be signed for the services relating to the Project.

1. **Due Diligence:**

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The bid shall be deemed to have been submitted after careful study and examination of this RFP document. The bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of bid not responsive to this RFP shall be at the bidders risk and may result in rejection of the bid, Also the grounds for rejection of bid should not be questioned after the final declaration of the successful Bidder. The bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and / or discrepancy in the RFP document, bidder should seek necessary clarifications by e-mail as mentioned in Scetion-1 of this document.

1. **Ownership of EOI :**

The content of this RFP is a copy right material of THE JUTE CORPORATION OF INDIA LTD. No part or material of this RFP document should be published in paper or electronic media without prior written permission from THE JUTE CORPORTAION OF INDIA LTD.

1. **Minimum Eligibility Criteria:**

**Eligibility Criteria for Bank**

The Bank must fulfill the following eligibility and must also submit documentary evidence in support of fulfilling these conditions while submitting the Bid. The hardcopy of these documents should be submitted to the Corporation before its last date. Failure to comply with these requirements may result in the bid being rejected.

1. **Eligibility criteria for Bank for the purpose of quoting in this tender :**

|  |  |  |
| --- | --- | --- |
| Sl No. | Eligibility Criteria | Documents required |
| **A** | **General** |
| 1. | The Bank should be1. a registered company under Company Registration Act of India.
2. Schedule commercial bank having a valid RBI license
 | 1. Valid documentary proof of :

 – Certificate of incorporation * RBI License Copy
 |
| 2. | **Statutory Registrations :**The Bank should have valid PAN and GST registration | Copies of relevant Registrations/Documents |
| 3. | **Mandatory Undertaking :**Self-certified letter by the authorized signatory of the Bank that the Bank has **not been blacklisted** **by any** **Central / State Government / Semi – Government.** | Undertaking letter on letter head |
| 4 | Bidder has to undergo a tripartite agreement with the Corporation | Bidder has to agree for signing tripartite agreement |
| **B** | **Financial** |  |
| 1 | **Bank’s Turnover:**Bank should have an average turnover of Rs. 1000 Crore during the last three financial years (2020-21, 2021-22, 2022-23) from the date of publishing of the tender | 1. Audited Financial Statements or
2. A CA certificate showing the Financial details.
 |
| **C** | **Experience** |  |
| 1 | Bank Should have successfully managed and executed the payment & Settlement mechanism of at least 02 e – Auction contracts during the past five (05) years (2018-19,2019-20,2020-21,2021-22,2022-23) | Copies of CompletionCertificates/Work orders |
| 2 | Bank should have work experience with at least one Central/ State agencies or PSUs | Supporting’s to be attached |

1. **Submission of Bid:**

The Bidder shall bear all costs associated with the preparation and submission of its bid and Corporation shall, in no case be held responsible or liable for these costs, regardless of the conduct of outcome of the bidding process.

The RFP document can be downloaded from the official website of THE JUTE CORPORATION OF INDIA LTD. ([www.jutecorp.in](http://www.jutecorp.in)). The bidders shall have to submit the technical bid in hard copy to **the Senior Manager (Finance), THE JUTE CORPORATION OF INDIA LTD., Patsan Bhavan, 3rd & 4th Floor, Block – CF, Action Area - 1, New Town, Kolkata – 700156**

duly sealed, stamped and signed. The envelope containing the bid document should be sealed and superscribed as **‘’Payment & Settlement Mechanism of E Auction ’’.** All the pages of bid document shall have to be signed and sealed properly.

1. **Brief Scope of Work**
2. The Jute Corporation of India Ltd. intends to select experienced and technologically advanced public sector and private sector banks included in the 2nd schedule of RBI Act, 1934 for online e Auction platform payment settlement services for PAN India e-auction platform. The selected bank to act as a payment & settlement banker as per technical requirement, policy requirement, etc. of the Corporation.
3. The stakeholders involved in the process are:
	1. Buyers-Buyers are the purchaser of Raw Jute sold through auctions.
	2. Sellers - Sellers are the Producers/ Traders of Raw Jute offered for sale in the auction platform.
	3. Software service provider- The entity, who will develop the platform for conducting electronic auctions,.
	4. Bank-The entity responsible for receipt and settlement of payments to different entities to be engaged in operations related to e auction as per guidelines issued by The Jute Corporation of India Ltd. from time to time.
	5. The Jute Corporation of India Ltd. – The Corporation acts as facilitator for the e auction process. The Jute Corporation of India Ltd. is also responsible for framing the guidelines/principles for conducting auctions.
4. The indicative basic process flow for receipt and settlement of payments may include the following:

* The buyers and seller shall deposit EMD/payments of Raw Jute value (plus applicable taxes, if any) to The Jute Corporation of India Ltd. through the selected settlement bank accounts. To avoid refund/rejection, short payments should be accepted by the portal.
* The subsequent transfer of sale proceeds to the beneficiaries shall be made from the above said settlement accounts after deduction, statutory dues, if any, within maximum T+2 working days.
* Generation of various MIS/report to The Jute Corporation of India Ltd. and other concerned for payment reconciliation.

* All the above payments and settlements should be mandatorily routed through online mode.
* For settlement of payment to the beneficiaries, the auction portal shall transfer requisite information through automated mode and the bank has to act based on such instruction.
* The bank accounts of the beneficiaries shall be maintained online by the bank and the said online portal shall be integrated with the auction system. The account details shall also be verified by the bank through standard mechanism once entered by the stakeholders.
* No settlement of payments should be made to a third party account. The beneficiary account name should strictly match with the actual beneficiary of the proceeds.
	1. The entire payment settlement solution has to be online without any manual intervention clubbed with latest technology and the same should be ensured by the Service Provider and respective Banks.
	2. The applicant bank shall be able to integrate the system with the e-auction platform for the payment & settlement mechanism. The response time between the systems should be the quickest possible one.
	3. The bank must provide all sorts of technical help as and when required for integration & smooth running of the settlement system with e-auction application/system. During meetings regarding development of the platform by the Service Provider, representative of the Banks may be present.
	4. Bank shall provide hands on training to all concerned before implementation of the system.
	5. Bank shall provide all the material/ document along with dedicated resources for support for handling the project on a day to day basis. The team should have technical as well as non- technical resources.
	6. Bank shall provide test/UAT URL for testing/user acceptance test of the system.
	7. The Selected Banks shall provide problem summary report as per the pre-approved format, whenever any problem occurs. Apart from this, the bank should be in a position to provide any information/data/MIS to The Jute Corporation of India Ltd. as and when required in the format desired by The Jute Corporation of India Ltd.
1. For the purpose of RTI/ Court Cases, system generated reports/ log shall be provided as and when required.
2. Any change at the policy or technical level shall be intimated to The Jute Corporation of India Ltd. and other concerned on real time basis.
3. The bank shall provide 24 x 7 (hrs. /days) help desk. The help desk shall be responsible to respond to the queries raised by the stakeholders through calls, e-mails and other modes. Help desk shall handle all type of queries pertaining to the banking mechanism provided by the selected vendor. Queries raised through help desk should be answered on the spot. In case of any critical query which needs further examination, the turn- around time should be provided by the help desk to the stakeholders. The help desk timings shall be 8 AM to 8 PM for 6 days a week.
4. Any matter which could not be resolved by the help desk shall be immediately referred to the dedicated team or next level for early solution & prompt reply.
5. An officer not below the rank of Manager or equivalent shall be designated to interact with The Jute Corporation of India Ltd., Software Service Provider, etc. as a Single Point of Contact (SPOC).
6. **Functional Requirements:**
7. The bank should have experience in providing Payment collection services during last three years on national Scale in the country related to payment and settlement services.
8. The system should be in compliance with the payment related guidelines issued by regulators/RBI from time to time.
9. The system should support online NEFT/RTGS and/or other modes of online payment.
10. System should be capable of updating payments on a real time/immediate basis on receipt of amount from the depositor and should enable Delivery Order generation from the e- auction system.
11. The bank after receipt of amount from the depositor through the depositor’s bank shall be able to necessarily credit to the designated settlement accounts of identified bank as per scheduled time (maximum within T+2 working day). In case of refund due to any reason, the same shall be processed immediately. The transactions should be settled maximum within T+2 working days. RTGS and NEFT payment options are allowed.
12. The auction software should be able to fetch the stakeholder’s account details in encrypted form.
13. The banks’ system should be able to run on 24x7 basis to receive and send responses.
14. All online payment transactions are executed using secured service that encrypts all Banking/ Personal information details etc. The standard of encryption should be as per existing regulatory guideline.
15. The bank should have Risk/Fraud Management Solution in place to monitor the transactions.
16. The system should be able to provide an elaborate MIS to the stakeholders in respect of the payments deposited and received by the stakeholders. This MIS should be made available to the above mentioned stakeholders regardless whether they are account holders of the Bank or not.
17. System should have capability of Server to Server Integration (between bank’s server and auction system server) for processing transactions as well as for intimating the success/failure of the transaction on real-time basis The server to server integration should be of high quality – viz: with minimal manual intervention; automated alerts in case of issues; availability of backup mechanism etc
18. Bank should be able to provide admin module for viewing /downloading information on payment and relevant MIS to designated officials.
19. Bank should have accreditation to quality management and information security management systems (ISO 27001:2013) and/or above. In case, the bidder is having ISO certificate lower than the version 27001:2013 and the said certificate is valid for a period of 3 months from the date of the tender, the bank may submit the same at present. However, if that bank is selected as a successful bidder, the updated/renewed certificate shall be submitted within 6 months from the date of issuance of the Letter of Intent.
20. Bank should have BCP and Disaster Recovery procedures in place so that the services are not disrupted for more than 4 hours.
21. Third party IT security and vulnerability audit report, not more than Six month old.

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1. **ELIGIBILITY CUM TECHNICAL EVALUATION:**
2. **The Bid Evaluation Committee shall evaluate the Technical Bids and the Eligibility documents submitted by the bidders.**
3. The Technical bids of the bidders will be opened and will be evaluated.
4. The bidder will be intimated with a suitable date and time at which the bidder has to give the technical presentation which will be evaluated by the Evaluation committee constituted by The Jute Corporation of India Ltd. for the purpose.
5. The technical bid will be analysed and evaluated based on past experience of the bidder, Similar type of projects handled, profile of resources, understanding of local conditions and presentation covering the Bidder’s understanding of the approach and methodology.
6. The technical bid marks shall be assigned to each bid on the total of the marks received under Technical bid components on the basis of evaluation matrix described below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sr. | Criteria | Basis of Valuation | Max. Marks | Supporting Documents |
| **A** | **General** | **15 Marks** |  |
| 1 | Entity Proof | The bank should be 1. A registered company under Company registration Act of India.
2. Schedule commercial bank
 | 2 | Valid documentary proof of:-Certificate of incorporation-Registration Certificate |
| 2 | Statutory Registrations: | **Statutory Registrations:**The Bank should have valid PAN and GST registration | 5 | Copies of relevant Registrations/ Documents |
| 3 | **Mandatory Undertaking** | **Mandatory Undertaking:**Self-certified letter by the authorized signatory of the bank that the Bank has **not been blacklisted by any Central / State Government/ Semi Government.** | 8 | Self-Certification |
| **B** | **Financial** | **10 Marks (Max)** |  |
| 1 | **Bank’s Turnover:** | 1000 Crore | 3 |  |
|  |  | 1000 Crore to 5000 Crore | 5 |  |
|  |  | 5000 Crore to 10000 Crore | 8 |  |
|  |  | Above 10000 Crore | 10 |  |
|  |  |  |  |  |
| **C** | **Payment Gateway** | Owned or third party payment gateway | **10 Marks (Max)** | Supported by documentary evidence |
|  |  | Owned | 10 |  |
|  |  | Third Party | 5 |  |
| **D** | **Sending email and SMS on transactions** | The system should be able to sendEmail and SMS to the stakeholder (both depositor and beneficiary) on the status of a transaction on immediate basis. The feature is absolutely mandatory. The content of SMS and email shall be the standard one as is being sent by bank for any banking transaction | **5 Marks (Max)** | Supported by documentary evidence |
|  |  | Immediate | 5 |  |
|  |  | Others includinglots/batches | 3 |  |
|  |  |  |  |  |
| **E** | **Bank Experience** | **25 marks (Max)** |  |
| 1 | **Bank’s Experience:**Successfully managed and integrated E Auctions payment gateway for Payments & Settlements mechanism contracts during the past five (05) years | Projects = 2 | 5 | Copy of Work Orders / Client certificate. |
| Projects > 2 - <= 5 | 10 |
| Projects > 5 | 15 |
| 2 | Bank should have e-auction experience with Central/State Agencies /PSU. |  |  | Supported by documentary evidence |
|  |  | 1 Central/State Agencies/PSU experience | 2 |  |
|  |  | 2 Central/State Agencies/PSU experience | 5 |  |
|  |  | 3 Central/State Agencies/PSU experience | 10 |  |
| **F** | **Technical Presentation**  | **10 Marks (max)** |  |
|  | Product Demo, Features in the proposed solution, Additional unique/ futuristic features offered by the product. | 10 | Demonstration & understanding of the project technical and functional requirements. |
| **G** | **Transactional/ Other Charges (all inclusive)** | **25 Marks** |  |
|  | Bank Charges <= 0.02% | **25** |  |
|  | Bank Charges = > 0.02% <= 0.05%. | **15** |  |
|  | Bank Charges = > 0.05% <= 0.25%. | **10** |  |
|  | Bank Charges > 0.25% | **0** |  |
|  |  |  |  |
|  | **Total Marks** | **100 Marks** |  |

* 1. .Bids/proposals shall be reviewed by a committee constituted by The Jute Corporation of India Ltd. for the purpose.
	2. The proposed evaluation committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the application.
	3. The decision of the Evaluation Committee / Technical Committee in the evaluation of responses to the TENDER shall be final. No correspondence shall be entertained outside the process of evaluation with the committee.

The Evaluation Committee / Technical Committee may raise query/required submission from the bidders to seek clarifications on their proposals.

1. The Evaluation Committee / Technical Committee reserve the right to reject any or all proposals on the basis of any deviations.
2. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.
3. **Technical Evaluation:**
4. The technical proposal shall be evaluated only for those bidders who fulfill the minimum eligibility criteria as given under Sl. No. 5 of Section (i) (Minimum Eligibility Criteria) in this document. Failure to meet any of these criteria specified shall disqualify the bidder and shall be eliminated from further evaluation process.
5. The selection of the bank shall be based on the evaluation of the technical bids only by the Evaluation Committee. The bidder will be ranked accordingly to their technical scores and will be listed in the order of merit as H1, H2 & H3 and thus not more than three banks will be selected for the work.
6. **System Acceptance Testing:**

Unsatisfactory performance of the System may result in rejection of part or all of the system under Acceptance testing. Acceptance testing will run for one week or any other extended time as decided by The Jute Corporation of India Ltd. during that time. Acceptance test will end when the performance of the system met the Functional & Technical requirement.

At the end of the successful completion of the acceptance test, the System shall be accepted.

1. **Training:**
2. Bank shall organize training as follows:
	1. User level training of maximum of 7 days including hands on support should be provided in batches during installation/configuration.
	2. Bank will provide Documentation (User manual) to The Jute Corporation of India Ltd. who in turn will circulate the same to all the users. The user manual will also be uploaded in The Jute Corporation for India Ltd. website for ready reference to the users. Document should give illustration for each type of activity with issues and action steps.
	3. Training also includes Knowledge transfer to core team, operators and support personnel.
	4. User training should include amongst other the following:
		1. Features/Functionality available.
		2. Administration/Parameterization.

ii) Trouble shooting,

* + 1. Interpretation of Reports/logs etc.
1. **Submission of Bid Security delclaration:**

The bidder shall submit a Bid securing declaration along with their proposals accepting that if they withdraw or modify their Bids during the period of validity, they will be suspended from being eligible to submit bids for contracts with The Jute Corporation of India Ltd. for the period of one (01) year from the date of such suspension.

The Bid securing declaration shall be submitted as per format specified in Annexure-D.

The Bid securing declaration shall be addressed to the Senior Manager (Finance), The Jute Corporation of India Ltd. Patsan Bhavan, 3rd & 4th Floor, Block – CF, Action Area - 1, New Town, Kolkata – 700156

* The Minimum Qualification Score required in the Technical Bid Evaluation to be eligible is **50**.
* Bids receiving marks greater than or equal to the Minimum Qualification Score in the Technical Bid will be eligible for the evaluation, the Authority may seek specific clarifications from any or all bidder(s) at this stage. The Authority shall determine the bidders (s) that qualify for the next phase after reviewing the clarifications provided by the bidder (s).
1. **Bank Charges:**
2. The selected bidders shall clearly quote the transaction charges to be taken from the participants, if any and the selected bidders have to match the lowest bank charges quoted amongst them.
3. **Non Compliance Charges:**

Payment and settlement system integration (including testing) with e-auction site should be completed maximum within 3 weeks’ time from the date of Contract with The Jute Corporation of India Ltd. Any time beyond prescribed period may call for non-compliance. Any extension of time, if required due to unforeseen reasons which are beyond control of the Bank should have prior approval of The Jute Corporation of India Ltd.

If the Bank fails to complete the work within prescribed period or within any approved extended time, the bank shall pay Rs.10,000/- (Ten Thousand Only) per week subject to a maximum of Rs.1,00,000/- (One Lakh Only).

If the bank fails to transfer the collected amount within prescribed period as specified in Scope of Work or within any extended time allowed by The Jute Corporation of India Ltd. on account of delay due to unforeseen reasons beyond control, the bank shall pay @ its Saving bank’s interest rate plus 2% on the delayed amount for the number of days delayed. The penalty shall have to be deposited by the bank to the beneficiaries in the form of electronic payment within five (5) days.

1. **Pre-Bid Meeting:**
2. The Jute Corporation of India Ltd. will organize a pre-bid meeting as per the schedule at its Head Office, Kolkata. The purpose of this meeting is to clarify doubts, issues and respond to questions on any matter that may be raised at that stage. The responses will be confined to issues related to Technical Requirements only. Responses to all the clarifications, doubts, queries received by mail and emails and response to queries raised during the pre-bid meeting will be posted on The Jute Corporation of India’s website. Any modification to the RFP document that may become necessary after the pre-bid meeting shall be prepared by The Jute Corporation of India Ltd. as an addendum. The addendum will be uploaded on The Jute Corporation of India’s website.
3. Prospective applicant bank may attend the pre-bid meeting with not more than two (2) representatives.
4. Those representatives of prospective banks who choose to attend the pre-bid meeting are requested to carry with them either an authority letter from their bank on their letter head or produce any other identification as proof like visiting cards of the representing bank who has procured the RFP.

## Non-Disclosure:

The contents of the proposal and all the project outputs should not be disclosed to any party unless Bank and The Jute Corporation of India Ltd. mutually agree in writing to the same. Bank will not use the contents of this proposal to bid for any other contract.

## Non-Disclosure Agreement (NDA) for Information and Data security:

The selected banks will have to sign the Non- Disclosure agreement on a stamp paper as per the format given in Annexure-D and should be duly notarised. The empanelment will be legalised only on the contract/agreement being signed between the Bank and The Jute Corporation of India Ltd. along with the NDA submitted by the successful Bidders/Banks.

1. **CONFLICT OF INTEREST**

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

1. **FRAUDULENT AND CORRUPT PRACTICES**

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

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JCI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of JCI in relation to any matter concerning the Project;

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

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

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

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

1. **SERVICE PROVIDER’S EMPLOYEES / PERSONNEL**

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

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

1. **PERIOD OF CONTRACT**

The Contract shall be for a period of three years from the date of award of contract. The successful bidder/ service provider shall execute a contract with the JCI on a stamp paper of an appropriate value (not less than Rs. 100/-) within 15 days of written communication of the award of contract. The stamp duty shall be borne and paid by the Bidder.

1. **VARIATION**

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

1. **INDEMNITY**

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

1. **SEVERABILITY**

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

1. **TERMINATION**

(a)The JCI may, without prejudice to any other right or remedy, by giving not less than 90 (ninety) days written notice to the Bidder, terminate the contract in whole or in part: -

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

ii. If the Bidder, in either of the above circumstances, does not remedy its failure within a period of 15(fifteen) days after receipt of the default notice from JCI.

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

iv. In the event that the Bidder or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the JCI shall, b y a notice in writing have the right to terminate the Contract and all the rights and privileges of the Bidder/ Service Provider hereunder, shall stand terminated forthwith.

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

vi. The JCI reserves the right to terminate the contract with 90 days’ notice to the Bidder/ Service Provider due to any other reason not covered under the above clauses and in the event of such termination, JCI shall not be liable to pay any cost or damage to the Bidder/ Service Provider except for the payment of services rendered successfully as per the contract, up to the date of termination.

(b) Subject to other terms and conditions, the Bidder may by giving not less than 90 (ninety) days written notice to JCI, terminate the Contract in the following circumstances: -

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

(c) In all cases of termination herein set forth, the obligation of the JCI to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

1. **DISPUTE RESOLUTION & GOVERNING LAWS**

All dispute, differences, or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/ contract or relating to construction, meaning, scope, performance, operation or effect of this RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through mediation/negotiations between the parties. In the event the disputes/ differences are not resolved amicably within 15 days from the date of the receipt of mediation/ negotiation letter/ email, such disputes/ matter(s) shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days from the date of receipt of the notice, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended) and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English, and the seat of the arbitration shall be at Kolkata.

This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this RFP/ contract.

1. **VERBAL UNDERTAKING NOT BINDING**

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

1. **FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within 7 (seven) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to mitigate its effect on the contract by agreeing to such alternative contract as may be fair and reasonable.

1. **PRIVACY AND DATA PROTECTION**

The Bidder shall (i) comply with all applicable data protection and privacy laws; (ii)comply with all norms and standards that relate to data protection and privacy laws including the privacy and security of personal information; (iii) refrain from any action or inaction that could cause a breach of any data protection and privacy laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing it deems necessary in its business judgment to keep itself complaint with the data protection and privacy laws; (v) shall take appropriate technical and organizational measures designed to protect against any unauthorized or unlawful processing of personal data and/ or accidental loss, destruction, or damage to personal data; (vi) immediately report theft or loss of personal information to JCI.

1. **LOCAL CONDITIONS & OTHER FACTORS**

It is imperative for each Bidder to be fully informed of all countrywide as well as local conditions, factors, and legislation that may have any effect on the execution of the service/ work covered under the Bid Document. The Bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the service/work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies, and all other circumstances, which may influence or affect the various obligations under the Contract. No request will be considered for clarifications from the JCI regarding such conditions, factors, and legislation. It is understood and agreed that such conditions, factors, and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from the responsibility to estimate properly the cost of performing the service/work within the provided timeframe. The JCI will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to the award of the Contract and shall not permit any changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

1. **WAIVER**

Failure or delay of either Party at any time to require performance of any provision of the contract shall not affect the right to require full performance thereof at any time thereafter and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying or restricting the effectiveness of such provision.

1. **CONTRACT NOT ASSIGNABLE**

Bidder shall not sub-contract, transfer, or assign the Contract, or any part thereof, or any rights or responsibilities thereunder without the prior written consent of JCI.

1. **TIME IS OF THE ESSENCE**

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

1. **CONFIDENTIALITY:**

Information relating to the evaluation of RFP/ tenders shall not be disclosed to Bidders or any other persons not officially concerned with the process until information on the award of the contract is communicated to all Bidders or the selection process is complete. The undue use by any bidder of confidential information related to the process may result in the rejection of its proposal. Except with the prior written consent of the JCI, no party shall at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

1. **STATUTORY COMPLIANCES**

The Successful Bidder shall comply with the provisions of the Information Technology Act, 2000, Payment and Settlement Systems Act, 2007 and/or all other amendments, acts, rules, and regulations, including the regulatory guidelines issued by the GOI/ RBI, as applicable to the Bidder. JCI 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 JCI 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 acts/ rules.

1. **REPRESENTATION AND WARRANTY**

Each Party represents and warrants that:

1. it has full right, power and authority to enter into and carry out the service/work mentioned in this RFP/ Contract and have been and is on the date of this RFP/ Contract duly authorized by all necessary and appropriate corporate or other action to execute this RFP/ Contract;
2. it has no prior commitments, arrangements or agreements with any other person/ company/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this RFP/ Contract;
3. it has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and properly render the services for the projects as agreed to be rendered hereunder; and
4. it shall perform its obligations, including without limitation, payment obligations under this RFP/ Contract with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
5. it has all the requisite licenses and permits as required under applicable laws and that any of the terms of the contract does not conflict with applicable laws, order, writ, injunction or decree of any court or authority or result in breach of any RFP/ Contract, written or oral, to which it is a party.
6. **SURVIVAL**

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

1. **NOTICE**

All notices or reports permitted or required under this RFP/ Contract or otherwise in connection to the service/work, shall be in writing and sent to the address set forth hereunder by personal delivery or by the recognized courier services, speed post or registered post etc.

JCI’s Address: Service Provider Address

The Jute Corporation of India Ltd.

Head Quarter : Patsan Bhavan,

3rd & 4th Floor, Block – CF, Action Area – 1,

New Town, Kolkata - 700156  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **DISCLAIMER**

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

**Annexure-A**

**Application Format**

**(To be submitted in company’s letter head)**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Particulars** | **Information to be filled by the applicant Bank** |
| 1. | Name of the Bank |  |
| Type of Bank |  |
| Address for Correspondence for this proposal |  |
| Name and phone no of contact person regarding any enquires about this proposal |  |
| Contact Person E-mail |  |
| Website |  |
| Authorized Signatory Name |  |
| Authorized Signatory Designation |  |
| Authorized Signatory Email & Contact no. |  |
| 2. | Bid Securing Declaration | Submitted/Not submitted |
| 3. | Integrity Pact | Submitted/Not submitted |
| 4. | Detailed proposal of the organization | To be enclosed alongwith the application format |

Date: Place:

Seal & Signature NAME: DESIGNATION: ON BEHALF OF

**Annexure - B**

**NON DISCLOSURE AGREEMENT**

**(To be taken on Rupees 100 Non Judicial Stamp Paper)**

This Agreement is made on this -------- day of --------------, 2024 (“Effective Date”) between **THE JUTE CORPORATION OF INDIA LTD. (**under the Ministry of Textiles, Govt. of India**) having its Headquarter at Patsan Bhavan, 3rd & 4th Floor, Block – CF, Action Area – 1, KOLKATA - 700156 (hereinafter called the “Corporation”)** (which expression shall unless excluded by or repugnant to the context or meaning thereof shall mean and include its successors and assignees) of the one part.

AND

(hereinafter called the bank which expression shall, unless repugnant to the contract include its successors and assignees) of the other part.

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party to this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

The Jute Corporation of India ltd. and Bank shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

## Article 1: PURPOSE

The purpose of this Agreement is to maintain confidentiality of the various Confidential Information, which is provided or exchanged between The Jute Corporation of India Ltd. and Bank to perform the respective promises in furtherance of this Agreement (hereinafter called “Purpose”) set forth in below:

(Payment & Settlement Mechanism of Auction Proceeds)

## Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party’s sole Confidential Information disclosed orally shall only be considered Confidential Information if:

(i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

## Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

## Article 4: DISCLOSURE

Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient’s obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party’s Confidential Information.

## Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction, if otherwise permissible under the rules framed by the Govt. regarding retention of records as framed from time to time.

## Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the Receiving Party from developing or having developed for it products, concepts, systems or techniques

that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

## Article 7: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

## Article 8: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts within the city limit of Kolkata.

## Article 9: DISPUTE RESOLUTION & GOVERNING LAWS

All dispute, differences, or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/ contract or relating to construction, meaning, scope, performance, operation or effect of this RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through mediation/negotiations between the parties. In the event the disputes/ differences are not resolved amicably within 15 days from the date of the receipt of mediation/ negotiation letter/ email, such disputes/ matter(s) shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days from the date of receipt of the notice, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended) and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English, and the seat of the arbitration shall be at Kolkata.

This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this RFP/ contract.

## Article 10: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

## Article 11: TERM

This Agreement shall remain valid from the date of execution till the termination or expiry of this Agreement, whichever is earlier. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

## Article 12: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party’s names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party’s prior written consent.

## Article 13: GENERAL

Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

Any breach of any provision of this Agreement by a party hereto shall not affect the other party’s nondisclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

## <Bank> The Jute Corporation of India Ltd.

##

By: By: Name: Name:

Title: Title: Date: Date:

**Annexure-C**

**BID Securing Declaration Form**

Date: ………………. Tender No…………..

To

……………………..

……………………..

I/We, The undersigned, declared that;

I/We understand, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/we may be suspended from bidding for any contract with you for a period of one (01) year from the date of such suspension, if I am/we are in a breach of any obligation under the bid conditions, if I/we

1. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid, or
2. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder) Date: (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**Annexure-D**

**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.
2. Sh. Subhashish Sarkar

Retd. Member, Postal Services Board, New Delhi

E-mail: subhashishsarkar53@yahoo.com

1. Sh. Upendra Malik

Retd. Special Director General, CPWD, New Delhi

E-mail: upendra.malik@gmail.com

1. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
2. 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.
3. 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.
4. 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.
5. 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.
6. Parties signing the IP shall not approach the courts while representing the matter to IEMs and will wait for their decision in the matter.

**Article 8: Duration of the Pact**

1. The validity of this Integrity Pact shall be from date of its signing till the complete execution of the contract to the satisfaction of both JCI and the Bidder, including warranty period & Defect Liability period as the case may be, whichever is later. In case the bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

**Article 9: Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the JCI, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) In case of joint venture or partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

1. 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: