

**Request for Proposal For
Selection of an Indian Institute of Management
To
Conduct
A Study on Organizational Restructuring of
The Jute Corporation of India Limited**

Ref. No. JCI/HO/Pers./24-25

Important Dates

Last Date of submission of RFP	8th July, 2024 till 4.30pm
Date of Pre Bid (Virtually)	27th June, 2024 at 4.30 pm
Date of Opening of RFP	8th July, 2024 at 5pm

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided/clarified to the applicants are in good interest and faith

This RFP document is not an agreement an offer or invitation by JCI or its representatives to any other party and it does not create any legal right in favor of any applicant/s. The purpose of this RFP document is to provide interested parties required information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all such information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the JCI, or their representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. JCI, its representatives and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. JCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers/representatives/advisors of The Jute Corporation of India Ltd. with the vendor.

1. Introduction:

1.1. About The Jute Corporation of India Limited

The Jute Corporation of India Ltd. was established in 1971 and is registered under the Companies Act, 1956. JCI is the nodal agency of Govt. of India for carrying out Minimum Support Price (MSP) operations in raw jute. JCI procures raw jute from the farmers at the MSP rates declared by the Govt. of India based on the recommendations of the Commission for Agricultural Costs & Prices (CACP), when the market price of raw jute rules below MSP.

1.2. Objective of the Project:

The Jute Corporation of India Limited intends to select an agency through a competitive bidding process and invites proposals comprising Technical Proposal and Financial Proposals (the “Proposal”), under two bid system with separate Technical Proposal and Financial Proposal, for the selection of engaging the services of an experienced agency pursuant to this Tender (hereinafter referred to as the “Selected Bidder”) to work closely with JCI Management with a view of fruitful restructuring of the workforce of the Corporation.

1.3. Background Information

- a. JCI invites responses (“Proposals”) to this Request for Proposals (“RFP”) from agencies (“Bidders”) for selection of “BIDDER”.
- b. Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet. Proposals received after the deadline will not be considered.
- c. Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2. Scope of Work

2.1 Objectives:

The Jute Corporation of India Limited (JCIL) is in the process of Manpower Restructuring with the intention of bringing about change of its internal framework, including its structure, processes, job roles, reporting relationships, and culture. It is intended to bring in transformation in departmental arrangements, workforce composition and the simultaneous development of new growth strategies in line with evolving/expanding new roles and business verticals.

2.2 Purposes of Manpower Restructuring

- a) Manpower structuring for new emerging business verticals
- b) Succession planning, promotional avenues and career planning
- c) Enhancing agility / Changing Business Environment to let JCIL respond swiftly to changing market trends and stakeholders demands.
- d) Improving cost-effectiveness to reduce waste and controls operational expenses with suitably positioned manpower planning.
- e) Manpower restructuring to create an environment conducive to new ideas and experimentation and fostering innovation.
- f) Motivating employees to help align roles with individual strengths and aspirations.
- g) Better employee policies, rise of remote working culture, technological advancements, etc. based on digitalization programs of the Corporation.

2.3 Operational Perspective

The evolving business verticals of JCI are

- (A) Business Vertical 1: Raw Jute Purchase Operation**
 - (a) Raw Jute Purchase through 110 DPCs
 - (b) Raw Jute Purchase through Mobile Mode
 - (c) Raw Jute Purchase through Cooperatives
- (B) Business Vertical 2: Raw Jute Purchase under MSP through Outsourced Agencies**
- (C) Business Vertical 3: Raw Jute Sales Operation**
 - (a) Raw Jute Sales under B-Twill Operation
 - (b) Raw Jute Sales normal tendering process
 - (c) Raw Jute Sales normal tendering process
- (D) Business Vertical 4: Administering Raw Jute E-Auction Platform**
- (E) Business Vertical 5: E-Supply Chain on Block Chain Platform**
- (F) Operations Vertical 6: Implementation of Govt. Schemes (I-CARE)**
 - (a) Certified Seed Distribution, Demonstrations/ Machines Distributions, Retting Agent Distribution
 - (b) JRMB, JRCPC, JRO
- (G) Operations Vertical 7: Crop Information Portal in collaboration with NRSC**
- (H) Business Vertical 8: JDP Business through E-Commerce Business Channel**
 - (a) E-Commerce Business through JCI's own E-Commerce Portal
 - (b) E-Commerce Business through ONDC Platform
 - (c) E-Commerce Business through other E-Commerce Platforms e.g. Amazon, Flipkart, etc.
 - (d) Business through GEM Portal
- (I) Business Vertical 9: JDP Business by engaging Franchisee & Commission Agent**
- (J) Business Vertical 10: Jute Geo-Textiles Business and Jute Agro-Textiles Business**
- (K) Business Vertical 11: Jute Floor Covering & Home Furnishing Business**
- (L) Business Vertical 12: Distribution of JDP items through different Temples etc.**
- (M) Business Vertical 13: Managing and Operating Jute Testing Laboratory**
 - (a) Operation of Jute Grading Laboratory
 - (b) B-Twill Inspection
- (N) Business Vertical 14: Training, Seminars, R&D Innovations**
 - (a) Training of Apprentices
 - (b) Project Works, R&D Activities
- (O) Business Vertical 15: Jute Seed Business**

(P) **Business Vertical 16: Business of other Agricultural Inputs e.g. Machines, other Seeds**

2.4. Scope of Work and Responsibilities

Scope of Work / Responsibilities	JCI's Responsibility
Manpower Plan	
<ol style="list-style-type: none"> 1. Identifying areas of improvement in present manpower structure. 2. Propose staffing levels across verticals, re-skilling employees, revising talent management strategies 3. Suggest redefining of hierarchies in line with evolving Business Models. Identify critical positions and roles needed post-restructuring with a view to departmental/divisional/composite structure. 4. Identifying training need and development activities for re-skilling of the employees to adapt with the proposed restructuring. 5. Guiding the Corporation to articulate the new value proposition so that employees may understand the 'why' behind the manpower structure changes and employees contribution to the future success of the Corporation. 	<ol style="list-style-type: none"> a) To cooperate with the study team about the evolving business structure through meetings at HO and Field levels. b) To provide information and data as required c) To take up recommendations to BoD/MoT for approval and bring up the decisions to agency to facilitate changes as advised by BoD/MoT.

3. Overall Evaluation Process

- a A two-tier evaluation process shall be adopted for evaluation of the proposals submitted by the bidders. JCI shall review the technical bids of the bidders who meet the Pre-Qualification criteria, to determine whether the technical bids are compliant with the requirements of the RFP. Bids that are not compliant are liable to be rejected.
- b The bids of the bidders found successful in respect of their technical bids, shall

be informed accordingly by the JCI. Consequent thereto the financial bids of the technically successful bidders shall be opened.

3.1 Technical Evaluation Criteria

1	The Bidder should be registered under the Ministry of Education, Government of India.	Requisite registration documents as applicable to be provided
2	Power of Attorney from the bidder , in the name of person signing the Bid, authorizing him to submit/execute this agreement as a bidding document	Valid Power of Attorney / Authorization Letter
3	The Bidder should be financially stable	Certified Copy of the turnover and statements including audited Balance sheet and Profit & Loss Account along with the certificate issued by the Statutory Auditor to be provided.
5	The consultant / agency should have necessary valid statutory documents like PAN, Goods & Service Tax Registration, valid Trade License and Income Tax Return of last 3 years ending 2023-24	Necessary documents to be attached. Declaration to be provided with valid justification, rules if any against non-availability of certain documents
6	The Bidder shall not be under a ban or blacklisted for any reason, by any Government entity in India as on last date of submission of the Bid	Declaration to be provided in Bidders letterhead
7	The bidders should submit details of similar project, study conducted for any Corporate, PSU's, Govt. organizations	Documents to be submitted
8	A presentation to be given by the bidder	
<p>Note:</p> <p>1. <i>Suppression of information / facts would lead to disqualification of the bid submitted.</i></p> <p>2. <i>Consortium in any form is not allowed in this bid.</i></p>		

3.2 Technical Proposal – Other Requirements

Should contain all the mandatory undertakings as specified in this RFP. Format for all the required undertakings / covering letters are provided in Annexure- I.

- i. Non- Disclosure Agreement (NDA)
- ii. Signed Bid Documents.
- iii. Integrity Pact

The technical proposal should address all the areas/ sections as specified in this RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP.

- 3.2.1. The technical proposal must not contain any pricing information. While submitting additional information, it should be marked as “supplementary” to the specific response. If the bidder wishes to propose additional services (or enhanced level of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to this proposal.
- 3.2.2 Proposed methodology for implementation
- 3.2.3 The Technical Proposal should address the following:
 - 3.2.3.1 Overview of the proposed study which meets the requirements as specified in this RFP
 - 3.2.3.2 Overall proposed solution and mode of implementation
 - 3.2.3.3 Details of the study as per the format provided in this RFP
 - 3.2.3.4. Approach & methodology for conducting the study including the project plan.
 - 3.2.3.5 Bidder’s experience in all the project related areas as highlighted in Bid evaluation criteria.
 - 3.2.3.6 Bidder must provide the team structure and the resumes of key officials responsible for the management of this project.
- 3.3 The technical proposal shall also contain bidder’s contingency plan to address the key challenges anticipated during the execution of the project

3.4 Financial Bids

Sr. No	Item	Basic Price (Amt.) (Rs)
A	B	C
1	Conducting study of manpower restructuring across the Corporation (both in figures & words)	

Note:

- The cost quoted by the bidder shall be the total cost including travelling, boarding, lodging, and other factors to conduct the said study.
- Price should be written both in figures and words.
- Lowest Financial bid will be determined on the basis of total amount quoted in column C of the financial bid.
- The bidder will have to substantiate the taxes and levies claimed by him in each bill **with documentary evidence. For example, w.r.t GST, amount will be released after payment by the party and the same getting reflected in GST R 2A.**
- The quoted price should be firm for the entire contract period viz.180 days.
- The statutory duties & taxes will be paid as applicable **over column C** to be mentioned separately in notes in the Financial Bid.

4 Award of Contract

4.1 Notification of Award

Prior to the expiry of the validity period, JCI will notify the successful bidder in writing that the proposal submitted by the Bidder has been accepted. The notification of award will amount to finalization of the contract and upon the successful bidder's furnishing of interest free Performance Security@ 3% of the amount awarded through NEFT/RTGS. **After successful completion of the contract period, the Performance Security will be refunded and it shall bear no interest, whatsoever.**

4.2 Signing of the Contract

At the time of notification of the successful bidder with regard to the Bid having been accepted by JCI, JCI shall enter into a contract with the successful bidder. JCI shall have the right to annul the award in case there is a delay of more than 21 days from the date of this notification, in signing of contract, for reasons attributable to the successful bidder.

4.3 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, JCI would be free to take necessary decision on the subject.

5. Damages

In case of breach of any / all obligations stipulated in the work order by the Service Provider and/or if the Service provider fails to perform, execute and/or maintain the required progress of work awarded under the contract, to the satisfaction of the Corporation, the Service Provider shall be liable to pay damages to the Corporation not exceeding 10% of the order / contract value, in addition to forfeiture of security deposit account / performance security.

6. Completion Time

The time for completion of the study shall be 90 days from the date of acceptance of the LOA.

7. Termination of Work Order

During the period of contract, either of the party shall be at liberty to terminate the operation of this work order with 30 days prior notice to be served on the other party.

8. Disputes Resolution & Governing Laws :-

Any dispute, difference or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/contract, shall be in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. Further all questions, disputes and/or differences arising under or in connection with the RFP/contract or touching or relation to construction, meaning scope, performance, operation or in effect of the RFP/contract same or the validity or the breach thereof, which is not resolved amicably within 15 days, such matter or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties thereto) shall be 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.

In case the award passed by the arbitrator, is assailed/referred before the court of law, the same shall be exclusively subject to the jurisdiction of Courts 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.

9. Terms of Payment

- 9.1 . 20% Payment will be done after successful completion meetings with JCI Management and understanding of JCI's requirement and accordingly submission of Activity Schedule for completion of the assignment within the given time period.
- 9.2. 40% Payment will be done after successful completion of 50% of the Activity Schedule.
- 9.3. Balance Payment will be done after successful completion and handing over of Manpower Restructuring Plan **subject to satisfactory acceptance by the Corporation.**

- 9.4. The payment to be made within 20-25 working days from the date of receipt of invoice. **TDS & GST will be applicable as per relevant laws.**
- 9.5. Any recoveries, penalties related to work order to be adjusted from the invoice related to that work order only.

10. Contract Period

The Contract will be valid for a period of 180 days. Within the contract period the bidder will be liable to add, modify the study at the requirement of the Corporation.

11. Mode of Submission

The Technical Proposal to be submitted in a separate envelope marked as “Technical Bid” and Financial Proposal as “Financial Bid” in separate envelope and both the envelope to be submitted in one envelope super scribed as “JCI/HO/Pers./IIM/24-25” and addressed to-

The Chief Manager (HR)
The Jute Corporation of India Ltd.
“Patsan Bhavan”
4th Floor, CF Block,
Action Area-1,
New Town,
Kolkata-700156.

In case of queries, please contact- 9903540740/8910649862

12. Validity of the Bid

The bid should be valid for 60 days from the opening of the price bid.

THE RFP DOCUMENT TO BE SIGNED AND SEALED IN ALL PAGES AND TO BE
SUBMITTED

13.1 Non- Disclosure Agreement (NDA)

[On Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, JCI, , on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

The “Purchaser” has issued a public notice inviting various organizations to propose for hiring services of a company for provision of services to JCI (hereinafter called the “Project”) of the Purchaser;

The Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project, The Purchaser and the Bidder agree as follows:

- In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
- The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 1. Hold such Information in absolute confidence with the same degree of care with which the Bidder protects its own personal, confidential and proprietary information;
 2. Use the Information only as needed for the purpose of bidding for the Project;
 3. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information;
 4. Undertake to document the number of copies it makes with regard to the project, and on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information as relating to the project.
 5. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such a disclosure; or
 - Is or becomes publicly known through no wrongful act of the Bidder; or
 - Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
- The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
- The Purchaser will have the right to obtain an immediate injunction enjoining any

breach of this Agreement, as well as the right to pursue any and all other rights and remedies available under statutes or in equity for such a breach.

- Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights to the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.
- This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
- Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
- This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties to the contract. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
- This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
- Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

_____(Signature)_____

(Name of the Authorized Signatory)

Date Address & Location:

13.2 Undertaking on Pricing of Items of Technical Response

To

[Date]

.....

The Jute Corporation of India Ltd.

3rd & 4th Floor, Patsan Bhavan,

New Town, Action Area-I,

Kolkata – 700 156

Sub: Undertaking on Clarifications sent to JCI

Sir,

I/We do hereby undertake that Financial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical proposal. We understand and agree that our Financial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Financial Proposal submitted by us.

Yours faithfully,

Authorized Signatory

Designation

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/ SmtDesignation.....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.

- (i) Sh. Subhashish Sarkar
Retd. Member, Postal Services Board, New Delhi
E-mail: subhashishsarkar53@yahoo.com
- (ii) Sh. Upendra Malik
Retd. Special Director General, CPWD, New Delhi

E-mail: upendra.malik@gmail.com

- (2) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (3) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Bidder(s) accepts that the Monitor(s) has the right to access without restriction to all Project documentation of JCI including, that provided by the Bidder. The Bidder will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor(s) shall be, under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.
- (4) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by JCI.
- (5) JCI will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between parties. The parties will offer to the Monitor(s) the option to participate in such meetings.
- (6) The Integrity Pact shall be operated from the date IP is signed by both the parties till the completion of the contract in all respects. After award of the work, the IEMs shall look into any issue of corruption relating to the execution of the contract if specifically raised before them.
- (7) Parties signing the IP shall not approach the courts while representing the matter to IEMs and will wait for their decision in the matter.

Article 8: Duration of the Pact

- (1) The validity of this Integrity Pact shall be from date of its signing till the complete

execution of the contract to the satisfaction of both JCI and the Bidder, including warranty period & Defect Liability period as the case may be, whichever is later. In case the bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

Article 9: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the JCI, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) In case of joint venture or partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of IP by the sub-contractor(s). The Bidder shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Subcontractors/sub-vendors. Each sub-contractor is required to sign the IP invariably.
- (5) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) It is agreed as term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by JCI in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.

Article 10: Legal and Prior Rights

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

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

.....

(For and on behalf of JCI)

.....

(For and on behalf of Bidder/ contractor)

WITNESSES:

1.

(Signature, name and address)

1.

(Signature, name and address)

Place:

Dated:

END of DOCUMENT