



# THE JUTE CORPORATION OF INDIA LIMITED (JCI)

**(A GOVERNMENT OF INDIA ENTERPRISE UNDER MINISTRY OF  
TEXTILES)**

## Head Office

**The Jute Corporation of India Ltd  
Patsan Bhavan, 3rd and 4th Floor, Block-CF,  
Action Area – 1, New Town, Kolkata – 700156  
CIN: U17232WB1971GOI027958**

## **TENDER FOR SUPPLY OF 500 GSM NONWOVEN JUTE AGROTEXTILE**

## I.I IMPORTANT DATES

Tender No : JCI/MKTNG-JDPs/ JUTE AGRO TEXTILE-01/ 2024-25, Dated

Last Date of Submission of Tender: - 17/10/2024 at 1.00 P.M.

1. The Jute Corporation of India Ltd. Patsan Bhavan, 3rd and 4th Floor, Block-CF, Action Area – 1, New Town, Kolkata -700156, A Govt. of India Enterprise / Ministry of Textiles, hereby referred as the “Corporation” invites tenders from manufacturers / Jute Mills hereby referred as the “Suppliers/ Tenderers” for supply of Jute fabric to, within stipulated date and time as mentioned in the tender schedule. The tenderers documents along with its accompanying terms and conditions can be downloaded from the website of the Corporation [www.jutecorp.in](http://www.jutecorp.in)
2. Any amendment /corrigendum in the above would be hosted on the website [www.jci.gov.in](http://www.jci.gov.in)

## TENDER SCHEDULE FOR SUPPLY OF JUTE AGRO TEXTILE

Last date for receipt of tenders for technical bid & financial bid	17/10/2024 at 1.00 P.M.
Date for opening of Technical bid	18/10/2024 at 2.00 P.M.
Pre Bid Meeting	25/09/2024 at 4 PM

## I.II Specification Of JUTE AGRO TEXTILE

**Quantity of Fabric required:** 134102 (SqM) of Jute Agrotextile 500 GSM Nonwoven. Fabric Width = 3 ft and Fabric length per roll = minimum 50m or as per suitable roll length may be made upon confirmation mutually

**Tender Value:** Approximate Rs 32 Lakhs

### Submission of Bid

- Bids must be uploaded till the deadline for submission. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended. Unless otherwise specified, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

### **I.III QUALIFICATION CRITERIA (TECHNICAL BID)**

For above business opportunities basic qualification criteria are as follows

- 1) Suppliers must have monthly production capacity of minimum 150 Metric Ton of Jute Agrotextile.
- 2) License and Registration: Suppliers must have valid registration for Jute Agrotextile production.
- 3) Statutory Requirements: Suppliers must have valid GSTIN registration, PAN and up-to date income tax (IT) return of preceding 3 years.
- 4) The supplier must produce Annual report of last 3 years.

### **I.IV TERMS & CONDITIONS**

- 1) **RATE:** - Rate should be quoted per sq meter of 500 GSM Nonwoven Jute Agrotextile. Taxes as applicable are to be charged extra. The supplier shall not claim any excess rate in their bills in any event including imposition or increase of taxes, insurance, packing materials and transportation charges during the contract period.
- 2) **DELIVERY PERIOD:** The supplier shall supply the ordered quantity as per the Supply Schedule which commences within 7 days from the date of receipt of the Purchase Order. The successful tenderer/ suppliers should supply the entire ordered quantity as per the supply schedule i.e. 45 days and same indicated in the Purchase Order.
- 3) **DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:**
  - i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered to the addresses specified and in accordance with the provisions of the contract.
  - ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies, to cancel the contract or any portion thereof and thereby penalize the supplier.
  - iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this tender, at the sole discretion of the Corporation.
  - iv) The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to

make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for the delay in supply of the material which is not connected with the Corporation.

**4) DEFAULT TO SUPPLY AS PER SPECIFICATIONS:**

In case the goods supplied are not according to Contract specifications, the Corporation will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the Corporation. The Committee will draw the sample from the supplied quantity at random and they will sign on the sample fabric and send the same for testing to the Government authorized laboratory. After obtaining the results, if the fabric is not meeting the Contract specifications, the Corporation has full right to fix the rate as per the pro-rata basis and not as per the Contract rate. The decision of the Chairman cum Managing Director of the Corporation is final and both the parties shall be bound by the same.

**5) DURATION OF THE CONTRACT:**

This Contract will be in force for a period of 45 days from the date of signing of the Contract or concluded only when the entire supplies are completed as per purchase order or delivery schedule and payment whichever is earlier.

The liability and obligations of the supplier under this Contract will continue to be in force notwithstanding the conclusion or termination of the Contract in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the Contract. This period may be extended as per clause 13.

**6) DOCUMENTS FORMING PART OF THE CONTRACT:**

The terms and conditions, Annexure-A of other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance, minutes of the Purchase Sub-Committee Meeting between the Corporation and the supplier and Purchase Order to be issued shall form part of the Contract and the parties hereto agree to abide by the said terms and conditions.

**7) TERMS OF PAYMENT**

1. Payment of 80% of invoice value excluding GST shall be made in advance
2. Balance 20% Payment excluding GST ill be made via online made after 2 weeks on receipt of original tax invoice E-way bill ,Duly filled vendor registration form and other supporting documents as applicable.
3. In case of advance payment , Proforma Invoice may be submitted.
4. E-Invoice is mandatory otherwise declaration may be provided for non-applicability of GST E-Invoicing.
5. GST TDS & IT TDS ill be applicable as per relevant laws.

6. GST amount shall be release against submission copy of GSTR-1 B2B along ith copy of GSTR-3B filling status.

### **8) EMD & PERFORMANCE SECURITY DEPOSIT**

All bidders must deposit 2% of the tender value in favor of “The Jute Corporation of India Limited” through online payment (bank account details is mentioned below) as Earnest Money Deposit (EMD). Copy of the receipt should submit along with the tender technical bid document. The bidder on becoming successful, 5% of the contract value awarded to him will be kept as a performance guarantee till the completion of contract period. The EMD of the successful bidder will be adjusted with the performance guarantee amount which he is liable to pay. The EMD deposits of the unsuccessful bidders will be refunded to them without any interest within one month from the date of opening of tender. For successful bidders Corporation reserves the right to adjust or forfeit the partial or full value of such performance guarantee in case of any loss or damage to goods during transit or any other recoveries as deemed necessary. Non submission of EMD will lead to the cancellation of the tender. The UTR numbers of the tender fees & EMD payment are to be enclosed with the tender documents. For the successful bidders the performance guarantee (unadjusted amount) will be returned after completion of the contract period.

#### **BANK ACCOUNT DETAILS:-**

- BENEFICIARY NAME -THE JUTE CORPORATION OF INDIA LIMITED,
- BANK NAME - PUNJAB NATIONAL BANK
- BRANCH ADDRESS - NEWTOWN RAJARHAT BRANCH KOLKATA - 700102, WEST BENGAL, INDIA
- ACCOUNT TYPE - CURRENT ACCOUNT.
- ACCOUNT NO. – 0093000100297535
- IFSC: PUNBO143720.

9) The supplier shall be bound to execute any excess quantities to a maximum of 10% of the total value of works in the duration of Contract at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease up to 10% of the quantities notified in the Contract depending upon the actual requirement within 10 days’ notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, packing material, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications of relevant specifications of Jute Agrotexile 500GSM Nonwoven.

10) The tenderer should submit the profile of the Company.

### **11) SAFETY CODE**

The Bidder shall at his own expense arrange for the safety provisions directly or indirectly employed for the performance of the works and shall provide all facilities in connection therewith. JCI shall not be liable for any accident, injury or any other mishap caused to the employees/agents employed by the Bidder and for any kind of damage caused during the execution of the contract or work done.

**12) VERBAL UNDERTAKING NOT BINDING**

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

**13) REPRESENTATION AND WARRANTY:**

Each Party represents and warrants that:

- (a) it has full right, power and authority to enter into and carry out the work mentioned in this TENDER/ Contract and have been and is on the date of this TENDER/ Contract duly authorized by all necessary and appropriate corporate or other action to execute this TENDER/ Contract;
- (b) it has no prior commitments, arrangements or agreements with any other person/ Corporation/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this TENDER/ Contract;
- (c) 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
- (d) it shall perform its obligations, including without limitation, payment obligations under this TENDER/ Contract with the standard of skill, diligence and competence meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- (e) it has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract does not conflict with any order, writ, injunction or decree of any court or authority or result in breach of any TENDER/ Contract, written or oral, to which it is a party.

**14) STATUTORY COMPLIANCES**

The Successful Bidder shall comply with the provisions of the Information Technology Act, 2000, Contract Labour (Regulation & Abolition) Act, 1970, the Minimum Wages Act 1948, the Employee State Insurance Act, 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923, The Employee's Provident Fund Act (Miscellaneous Provisions) 1952 and/or all other acts, rules, and regulations as applicable to the Bidder and its employees/ personnel. 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. In case of Bidder's failure to fulfill any of the obligations hereunder and/ or under the aforesaid Acts/rules/regulations or any bye-laws, JCI shall be at liberty to recover the same either by deducting it from the Security Deposit/PBG or from any other sum due from JCI to the Bidder whether under this contract or otherwise.

**15) LEGAL RELATIONSHIP**

The contract is on a principal-to-principal basis and does not create any employer-employee relationship. Bidder shall provide the services herein as an 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 shall be engaged by him as own employees in all respects, and all rights and liabilities under the labour laws and other applicable acts/ rules in respect of all such personnel shall exclusively be that of the Bidder/ Contractor.

#### **16) INTELLECTUAL PROPERTY RIGHTS**

The Bidder shall indemnify the JCI from and against all claims, demands, actions, and proceedings and all costs arising therefrom for or on account of license fees, infringement of any patent rights, design, trademark, copyright, or other protected rights in respect of any goods, software, device, plant, machinery, work, materials, used/ supplied in connection with the contract or during the execution of work/ contract.

#### **17) 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 alleviating its effect on this contract by agreeing to such alternative agreement as may be fair and reasonable.

#### **18) CONFIDENTIALITY:**

Information relating to the evaluation of 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.

#### **NOTICE:**

All notices or reports permitted or required under this TENDER/ Contract or otherwise in connection to the work shall be in writing and sent to the address set forth hereunder or such other address as either party may specify in writing by personal delivery or by the recognized courier services, speed post or registered post, etc.

Corporation's Address:

Bidder's Address



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**19) INDEMNITY:**

The Bidder will defend, indemnify, hold harmless, and keep JCI, its directors, officers, employees, representatives, and agents indemnified from and against all losses, damages, claims, suits, and legal proceedings including but not limited to claims for any infringement of any intellectual property rights or any third party rights, arising out of or related to any (i) breach of any of the bidder's warranties, representations or non-fulfilment of any of its obligations under this Tender/contract, (ii) breach of any applicable laws by the Bidder (iii) 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, (iv) negligence and misconduct of the Bidder or its agents, employees, invitees or by any other person acting on its behalf.

**20) DISPUTE RESOLUTION & GOVERNING LAWS:**

All disputes, differences, or controversy of whatsoever nature between the parties arising out of or in relation to this TENDER/ contract or touching or relating to construction, meaning, scope, performance, operation, or effect of the TENDER/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through 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 notice by the party concerned, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended) and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata.

This TENDER/ Contract 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 TENDER/ Contract.

**21) 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 balance 20% payment, if available, for, inter alia, the time, cost, and effort of the 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.

**22) TIME IS OF THE ESSENCE**

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

**23) NON-DISCLOSURE:**

The Bidder shall not disclose directly or indirectly any information or details of the contract



work and/or details of office, operational process, technical know-how, security arrangements, and administrative/ organizational matters of the JCI, which may come to possession or knowledge of the Bidder during discharging its contractual obligations under this TENDER/ Contract to any third party and shall at all times hold the same in the strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the JCI. The Bidder shall indemnify the JCI for any loss suffered by the JCI as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as a breach of contract on the part of the Bidder, and the JCI shall be entitled to claim damages.

**24) SURVIVAL**

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

**25) WAIVER**

Failure or delay of either Party at any time to require performance of any provision of this 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.

**26) 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.

**27) 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 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 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 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.

**28) DISCLAIMER:**

JCI is not obligated to enter into a contract with anyone by issuing this Tender Notice. 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**

- 1.1. Tenderers must fill in their rates in company letter head and return it duly signed in token of their acceptance of the conditions laid down herein.
- 1.2. Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders
- 1.3. The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 1.4 Corporation reserves the right to get the manufacturing capacity of all firms-verified irrespective of the registration status.

**VALIDITY OF RATES:**

- 2.1. The supplier shall keep their rates open for 7 days from the date of opening of the tender and thereafter for the duration of the Contract (45 days).

**ACCEPTANCE OF TENDERS**

- 3.1. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 3.2. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right to accept in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 3.3. The Corporation may decide to split the order between two or more suppliers in a manner convenient to it if required for early production and dispatch in such cases order may be segregated in between L1 , L2 , L3 and so on as per the no of participants considering the L1 rate only to execute the order.
- 3.4. Successful tenderers shall execute a contract in accordance with these terms and conditions.

**THE CONTRACTUAL OBLIGATIONS:**

- 4.1. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. The Jute Corporation of India Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose

conditions at variance with this contract.

4.2. The supplier shall not sublet or delegate this contract or part thereof without the written consent of Corporation.

4.3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements.

4.4. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect on this contract in any manner unless it is signed by the Officer, who has signed the contract.

**FORFEITURE AND REFUND OF THE EMD / SECURITY MONEY:**

5.1. In case the selected tenderer does not supply the jute Agrotexile 500 GSM Nonwoven at the quoted rates within the period of contract and / or commits any breach of these terms and conditions stated in the tender document, the EMD / security deposit payment provided by the selected bidder for the order shall be forfeited by the Corporation.

**ANNEXURE – B**

**SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:**

1. The tender must be signed by a person competent to sign such document and should be duly witnessed.
2. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
3. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalization of the tender.
4. The rates quoted in all cases must be firm.
- 5 (i) Price quoted should be strictly in accordance with the Units specified other-wise  
Quotations are liable to be passed over.  
(ii) Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
- 6 The time in which the material can be supplied from the date of receipt of order  
Must be clearly indicated.
- 7 Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
- 8 The cover containing the tender should be sealed, super-scribed, with details of the item Which it relates to.



FINANCIAL BID (To be submitted on Company Letterhead)

DETAILS OF JUTE AGRO TEXTILE	PRICE (INR) PER SQMT (EXCLUDING TAX AS APPLICABLE)
1) 500 GSM Nonwoven Agrotextile (rate without tax)	
2) Applicable TAX (%)	

**ANNEXURE – C****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 para 1 (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:

FOR ANY CLARIFICATIONS ON SUBMISSION OF  
TENDER

Please Contact

**Koushik Das**

**Manager (O&M)**

**The Jute Corporation of India  
Limited Patsan Bhavan, 3rd and  
4th Floor, Block-CF, Action Area  
– 1, New Town, Kolkata - 700156  
E-MAIL:kd2823@jcimail.in  
No-+91 9593163744**