



THE JUTE CORPORATION OF INDIA LIMITED (JCI)

(A GOVERNMENT OF INDIA ENTERPRISE)

Head Office

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

CIN: U17232WB1971GOI027958

Invites Expression of Interest (EOI)

FROM

MANUFACTURERS / JUTE MILLS / ARTISANS / PROPRIETARY FIRMS / LLP / COMPANY / ENTREPRENURERS / CO-OPERATIVE SOCIETIES / SELF HELP GROUPS / NGOs

FOR

EMPANELMENT AS SUPPLIER OF JUTE PRODUCTS / JUTE HANDICRAFT ITEMS / JUTE HAND SPUN YARN /JUTE BASED CARPET/ JUTE BRAID



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1 Part – I

1.1 IMPORTANT DATES

EOI No.: *JCI/MKTNG/ JDP SUPPLIERS -03/ 2024-2025*, **Dated**: 19-02-2025 Last Date of Submission of EOI: 18-08-2025 at JCI Head Office Pre Bid meeting will be held on - 27/02/2025 at 11.00 AM at JCI HO Evaluation of the submitted documents: Received EOI documents will be evaluated in every 15 days.

1.2 TERMS OF REFERENCE FOR EOI

The Jute Corporation of India Ltd. (JCI), A Government of India Enterprise is the nodal agency of Govt. of India to conduct Minimum Support Price (MSP) operation through its network of Departmental Purchase Centers (DPCs) in all major Jute growing states. To provide support to the Jute growers, every year Government of India announces MSP of raw Jute at which JCI procures raw Jute as per quality produce in the area without any quantity limit. JCI serves as a price stabilizing agency in the raw jute sector and takes necessary measures in this respect.

JCI wants to expand its business in Jute diversified products (JDPs) ranging from Shopping / Fancy / Beach Bags, Bottle Bags, Travel Bags, Files, Folders, Small Jute Accessories, Braided Handicrafts, Floor Coverings / Carpets / Mats, Handloom products, Footwear, Motifs, Wall Decorative Items, Home Furnishings, Geo Textile, Jute Apparels like Jackets, Sarees etc.

Through this EOI, Manufacturers / Artisans cluster / Proprietary Firms / Jute Mills / NGOs / Entrepreneurs / Co-operative Societies / Self Help Groups / NGOs may apply for enlistment with JCI for supplying orders for JDPs.

Interested Manufacturers / Artisans cluster / Proprietary Firms / Jute Mills / NGOs / Entrepreneurs / Co-operative Societies / Self Help Groups / NGOs who are willing to do business with the corporation can apply with his full particulars in prescribed EOI form which can be downloaded from website <u>www.jutecorp.in</u>



1.3 Essential Requirements

For above business opportunities essential qualification criteria are as follows:

- i. Essential Documents
 - a) Valid Trade License
 - b) Registration of Societies (if the applicant is registered under society registration act)/ Memorandum and Articles of Association (If the applicant is a company)/ Cooperatives Bye Laws or necessary registration certificate (if applicant is Cooperative Society)/ Partnership deed (as applicable) etc.
 - c) MSME Registrations Certificate (if applicable)
 - d) PAN
 - e) GSTIN (If applicable)
- ii. Experience The applicant must have minimum 1-year business experience or headed by a manager / executive with experience in similar sector in manufacturing Jute and / or other allied materials products ranging from Shopping / Fancy / Beach Bags, Bottle Bags, Travel Bags, Files, Folders, Small Jute Accessories, Braided Handicrafts, Floor Coverings / Carpets / Mats, Handloom products, Footwear, Motifs, Wall Decorative Items, Home Furnishings, Geo Textile, Jute Apparels like Jackets, Sarees etc.

*New entities/ Start Ups may also apply with lesser period ITR.

- iii. Should possess good track record for sale of merchandise in Jute and / or other allied materials and should be able to execute a single transaction value of at least INR 50000/- or more in a month with supporting documents (purchase order or order completion certificate or any relevant documents).
- iv. Delivery time will be decided as required on case to case basis of order procured.
- Payment Terms 100% Payment excluding GST shall be released within 15 working days of against full delivery and submission of complete bills like Original Invoice, e-Way Bill if applicable, copy of Goods Receipt Note etc. GST amount shall be released on submission of GSTR-1 B2B documentary proof and GSTR-3B filing Status.





- vi. Authenticated copy of documents, duly self-attested about the details of business mentioning the products by the agency in last 1 year to be submitted along with EOI.
- vii. The tenure of agreement will be valid for 3 years from the date of agreement.
- viii. Copy of the audited Balance sheet and Profit and Loss account of the last 3 financial years i.e. FY 2021-22, FY 2022-23 & FY 2023-24/ Copy of Income tax returns filed for the previous 3 years.
- ix. The entity required to submit GST registration Certificate (if available)
- Liquidity damage: For delayed supply, the liquidity damage will be imposed as 0.5% of the contract value per week subject to maximum of 5% of Contract value from the due date of supply.

1.4 SELECTION PROCEDURE

Selection of supplier will be made solely based on verification of documents as mentioned in I.III Essential Requirements, nature of business, track record of supply of goods to various organizations.

Interested parties willing to empanel as supplier may submit only one application. If any more than one proposal is submitted, all such proposals shall be disqualified.

1.5 Procedure for Submission

- Application is to be submitted in a sealed envelope enclosing all required supporting documents addressing to **Marketing Manager (Operations / Marketing)** within stipulated date and time.
- Envelope should be marked with EOI Number and Date.
- Application may be submitted by Speed Post / Courier or may be dropped in a box kept at Reception / Security, JCI Head Office in Kolkata.
- JCI shall not be responsible for any postal delay.



2 Part – 2 (FORMS AND FORMATS)

2.1 DECLARATION

(To be typed in own letterhead)

EOI No.: JCI/MKTNG-JDP/ JDP SUPPLIERS-01/2023-24 Dated: 02/09/2024

Expression of Interest (EOI)

ENPANELMENT AS SUPPLIERS OF JUTE PRODUCTS / HANDICRAFT ITEMS

DECLARATION

I/We have read and understood the terms and conditions as mentioned in this documents and I/We agree to abide by them:

Full Name:

Address

Phone:

Mobile No.:

Fax No.:

Signature:





2.2 EXPRESSION FORMS

(To be typed in own letterhead)

<u>(Form – 1)</u>

APPLICATION LETTER

To: [Name and address of Corporation]

Sir,

I/We, the undersigned, offer to supply jute diversified products (JDP) in accordance with your Request for Proposal dated [_____]. We are hereby submitting the proposal, along with necessary documents as required for evaluation.

I/We are submitting the proposal in association with:

[Insert a list with full name and address of each associated Participant].

I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

My/Our proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

I/We understand you are not bound to accept my/our proposal.

Authorized Signature [In full and initials]:

Name and Title of Signatory:



2.3 ORGANIZATION DETAILS AND EXPERIENCE

A. Organization Details

Provide here a brief description and background of the business entity willing to empanel as a supplier:

- 1. Name of the business entity:
- 2. Registered Address:
- 3. Turnover of last 3 years: Enclose copies of Annual Accounts (if applicable)
- 4. Bank Details:
- 5. Income Tax Details: Enclose copy of last 3 years Annual Income Tax Return(if applicable)

B. Participant's Experience of past supplies of goods

SL. NO.	DATE	BUYER / CLIENT NAME	ITEM DESCRIPTION	QUANTITY	ORDER VALUE
1					
2					
3					
4					
5					

Note: Please provide documentary evidence like copy of work order/contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.



2.4 Application Form

То

Marketing Manager (Operations / Marketing) The Jute Corporation of India Limited Patsan Bhavan, 3rd and 4th Floor, Block-CF, Action Area – 1, New Town, Kolkata – 700156 India

Sir

As per terms and conditions specified by JCI, we hereby agree and submit application for empanelment with JCI as a supplier of Jute Diversified Products (JDPs) Name & Registered address

Phone
Mobile
Email
Website
Authorized Signatory
Trade License
PAN
GST Registration No
Detail of products / merchandise dealt with
Authorized Circulation

Authorised Signatory

(Seal / Stamp & Date)





3.1 PERIOD OF CONTRACT

The Contract shall be for a period of 3 years from the date of award of contract/ work order. The Panel Suppliers/ service provider shall execute a contract with the JCI on a stamp paper of an appropriate value (not less than Rs. 100/-) within 30 days of written communication of the award of contract. The stamp duty shall be borne and paid by the Panel Suppliers.

3.2 CONFLICT OF INTEREST

The Panel Suppliers shall not have a conflict of interest that may affect the Selection Process. Any Panel Suppliers found to have a Conflict of Interest shall be disqualified. without prejudice to any other right or remedy that may be available to JCI hereunder or otherwise.

3.3 LIQUIDITY DAMAGE / PENALTY CLAUSE

All penalties will be calculated by JCI and will be deducted at the time of payment. Clarification regarding the deduction will be entertained within 15 days of payment.

3.4 FRAUDULENT AND CORRUPT PRACTICES

The Panel Suppliers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI, JCI shall reject a Proposal without being liable in any manner whatsoever to the Panel Suppliers, if it determines that the Panel Suppliers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

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

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

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



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

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

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

3.5 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL

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

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

3.6 VARIATION

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

3.7 INDEMNITY

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

3.8 SEVERABILITY

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

3.9 TERMINATION OF CONTRACT

(a)The JCI may, without prejudice to any other right or remedy, by giving 30 (thirty) days written notice to the Panel Suppliers, terminate the contract in whole or in part: -

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

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

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

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

v. In the event the contract is terminated in whole or in part, JCI may get such services/ work done, upon such terms and in such manner as it deems appropriate by a third party and the Panel Suppliers shall be liable to JCI for any risk and costs for such service/ work.

(b) Subject to other terms and conditions, the Panel Suppliers may by giving 60 (sixty) days written notice to JCI, terminate the Contract in the following circumstances: -

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

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

3.10 DISPUTE RESOLUTION & GOVERNING LAWS

All dispute, differences, or controversy of whatsoever nature between the parties arising out of or in relation to this EOI/ contract or relating to construction, meaning, scope, performance, operation or effect of this EOI/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 30 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 30 days from the date of receipt of the notice, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The arbitration proceedings shall be governed by the 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 EOI/ 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 EOI/ contract.

3.11 VERBAL UNDERTAKING NOT BINDING

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



3.12 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 shall enter into bona fide discussions with a view to mitigate its effect on the contract by agreeing to such alternative contract as may be fair and reasonable.

3.13 LOCAL CONDITIONS & OTHER FACTORS

It is imperative for each Panel Suppliers to be fully informed of all countrywide as well as local conditions, factors, and legislation that may have any effect on the execution of the service/ work covered under the EOI/ work order. The Panel Suppliers shall be deemed, prior to submitting their EOI to have satisfied themselves of all the aspects covering the nature of the service/work as stipulated in the EOI 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 Panel Suppliers while submitting the EOI.

3.14 WAIVER

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

3.15 CONTRACT NOT ASSIGNABLE

Panel Suppliers 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.

3.16 TIME IS OF THE ESSENCE

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

3.17 CONFIDENTIALITY:

Information relating to the evaluation of EOIs shall not be disclosed by the Panel Suppliers to any other persons not officially concerned with the process until information on the award of the contract is communicated to all Panel Suppliers or the selection process is complete. The undue use by any Panel Suppliers 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.

3.18 STATUTORY COMPLIANCES

The Panel Suppliersshall comply with the provision of Goods and Services Act, 2017, Contract Labour (Regulation & Abolition) Act, 1970, Employee State Insurance Act, 1948, Workman's Compensation Act 1923, and/or any other rules/regulations and/or statutes that may be applicable to them and as amended from time to time. The Corporation reserves the right to call for proof of such compliance whenever deemed necessary, and Panel Suppliers shall abide by the same. The Panel Suppliers shall be solely responsible for violation of any provisions of the legislative enactments or any other statutory provisions and shall further keep the Corporation indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non-compliance of any statutory laws. In case of Panel Suppliers's failure to fulfill any of the obligations hereunder and/ or under the said Acts/rules/regulations or any byelaws or rules framed under or any of these, the Corporation, shall be entitled to recover any of such loses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the Panel Suppliers's monthly payment and Security Money Deposit, if any.

3.19 REPRESENTATION AND WARRANTY

Each Party represents and warrants that:

- (a) it has full right, power and authority to enter into and carry out the service/work mentioned in this EOI/ Contract and have been and is on the date of this EOI/ Contract duly authorized by all necessary and appropriate corporate or other action to execute this EOI/ Contract;
- (b) it has no prior commitments, arrangements or agreements with any other person/ company/ or any other authorities which might interfere with, or preclude the carrying out of its obligations under this EOI/ 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 work/ services for the projects as agreed to be rendered hereunder; and
- (d) it shall perform its obligations, including without limitation, payment obligations under this EOI/ 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 the contract does not conflict with applicable laws, order, writ, injunction or decree of any court or authority or result in breach of any EOI/ Contract, written or oral, to which it is a party.

3.20 SURVIVAL

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



3.21 NOTICE

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

JCI's Address:

Panel Suppliers' Address

3.22 DISCLAIMER

JCI is under no obligation to enter into any contract with any one by issuing this EOI. JCI reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Panel Suppliers 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 EOI documents.



FOR ANY CLARIFICATIONS / CORRESPONDENCE / SUBMISSION OF EOI

Please Contact

KAUSHIK 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 India

> E-MAIL: <u>kd2823@jcimail.in</u> Contact no - +91 9593163744