



THE JUTE CORPORATION OF INDIA LIMITED (JCI)

(A GOVERNMENT OF INDIA ENTERPRISE / MINISTRY OF TEXTILES)

Head Office

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

CIN: U17232WB1971GOI027958

INVITES TENDER FROM MANUFACTURERS / SUPPLIERS FOR SUPPLY OF HESSIAN JUTE FABRIC

I.I IMPORTANT DATES

Tender No.: JCI/MKTNG-JDPs/ HESSIAN FABRIC -01/ 2024-2025

Dated 28/03/2025

Last Date of Submission of Tender: 21.04.2025 – 6 p.m. at JCI Head Office

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 sealed tenders from manufacturers / Jute Mills hereby referred as the “Suppliers/Tenderers” for supply of different Hessian 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.jci.gov.in. or CPP portal.
2. Any amendment /corrigendum in the above would be hosted on the website www.jci.gov.in or CPP portal.

TENDER SCHEDULE FOR SUPPLY OF “HESSIAN FABRIC”

Date for Prebid meeting	9.04.2025 up to 2.00 PM
Last date for receipt of tenders for technical bid & financial bid	21.04.2025 up to 6.00 PM
Date for opening of Technical bid	22.04.2025 at 3.00 PM
Date for opening of Financial bid	Date for opening of Financial bid shall be intimated to selected candidates after selection procedure.

I.II Specification Of Hessian Jute Fabric

Quantity of Hessian jute fabric required: 37800 running Meters either in the form of dyed laminated or dyed unlaminated or in the combination of both variants of Hessian fabric.

- 1) Colour: as specified in **A N N E X U R E – D**
- 2) Width: 48 inch laminated / 49-50 inch for unlaminated
- 3) Core Inner Diameter: 20inch
- 4) WEIGHT PER ROLL- 90 KG laminated / 80 KG for unlaminated
- 5) MOISTURE REGAIN: 16%.
- 6) HYDROCARBON FREE
- 7) PACKING: Fabric should be packed in Roll Form with 250 or 500 running meters for laminated and unlaminated in each roll respectively. The fabric roll should be duly packed safely to avoid and damage due to rain and handling.

The tenderers should submit sealed offers in the manner as mentioned below:

Envelope superscribed “**Tender for Supply of Hessian Fabric**” which will also contain **Envelope No.1 (Supporting documents of Qualification Criteria, EMD) & Envelope No. 2 (Financial Bid)** into the drop box placed at JCI HO, Patsan Bhavan, 3rd and 4th Floor, Block-CF, Action Area – 1, New Town, Kolkata - 700156.

I.III (Envelope No. 1) QUALIFICATION CRITERIA

For the above business opportunities basic qualification criteria are as follows

- 1) Suppliers must have a monthly production or supply capacity of a minimum of 10,000 Meters of hessian fabric of any variety.
- 2) License and Registration: Suppliers must have valid registration for manufacturing of hessian fabric or supplying jute fabric under JRMB scheme of NJB.
- 3) Statutory Requirements: Suppliers must have valid GSTIN registration, PAN and up-to date income tax (IT) return of the preceding 3 years.
- 4) The supplier must produce any 3 latest PO suitably from any govt body showcasing hessian fabric supply.
- 5) The empanelled suppliers of JCI is debarred from point no. 3) and 4).

II.I TERMS AND CONDITIONS:

1. **RATE:** - Rate should be quoted **Ex-mill** per running meter of hessian fabric. 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. **Payment Terms:** All the bidders should submit their payment terms along with tender document.
3. **EARNEST MONEY DEPOSIT (Envelope No. 1):** All the bidder has to deposit an amount of 3% of the total bid value along with the tender document in the form of Demand Draft drawn in favour of “**The Jute Corporation of India Limited**”, payable at Kolkata at the time of submission of Tender Document failing which their offers will be summarily rejected. The same will be refunded to the successful tenderer/bidder after completion of the entire supplies or delivery of the whole ordered quantity.
4. **DELIVERY PERIOD:** The supplier shall supply the ordered quantity as per the Supply Schedule which is within 30 days from the date of receipt of the Purchase Order. The bidder should supply the entire ordered quantity as per the supply schedule indicated in the Purchase Order.
5. **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 at 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 hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Earnest Money Deposit as per norms.
 - 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 agreement, 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 3% 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 also 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 delay in supply of the material, which are not connected with the Corporation.

6. DEFAULT TO SUPPLY AS PER SPECIFICATIONS:

In case the goods supplied are not according to Agreement 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 agreement specifications, the Corporation is having full right to fix the rate as per the pro-rata basis and not as per agreement rate. The decision of the Chairman cum Managing Director of the Corporation is final and both the parties shall be bound by the same.

7. DURATION OF THE AGREEMENT:

This agreement will be in force for a period of 1 year from the date of signing of the agreement 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 Agreement will continue to be in force notwithstanding the conclusion or termination of the agreement in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfilment in accordance with the terms and conditions of the agreement. This period may be extended as per clause 14.

8. DOCUMENTS FORMING PART OF THE AGREEMENT:

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 Agreement and the parties hereto agree to abide by the said terms and conditions.

9. SETTLEMENT OF DISPUTES ARISING OUT OF AGREEMENT

The supplier shall make every effort to resolve any issue amicably through direct informal negotiation, and in the event of non-settlement of any issues despite attempt(s) of negotiation being made, the matter shall be referred to Arbitration as per procedures stipulated in Arbitration and Conciliation (Amendment) Act 1996.

10. COURTS OF JURISDICTION

The supplier here to expressly agree that only the Courts at Kolkata shall have jurisdiction in respect of any matter arising out of this Agreement.

11. PRE-DISPATCH INSPECTION:

The fabric will be subjected to pre-dispatch inspection by the representatives of Corporation or Authorized Agency appointed by the Corporation may be conducted at mills only. All inspections and testing facilities as per the relevant specifications shall be made available by the manufacturer.

12. The supplier shall be bound to execute any excess quantities of the total value of works in the duration of Agreement for the same products at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease as much of the quantities 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.

13. The validity of the Tender may be extended on mutual consent for a period of min 12 months or 1 year from the date of expiry of the agreement if not more.

14. Places of Delivery: - i) **Ex-Mill**

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. Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Kolkata payable in favour of The Jute Corporation of India Limited.

a) All offers without earnest money will be rejected.

b) Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.

N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.,) will not be accepted.

1.4 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.

VALIDITY OF RATES:

2.1. The supplier shall keep their rates open for 90 days from the date of opening of the tender and thereafter for the duration of the agreement (12 months).

ACCEPTANCE OF TENDERS

3.1. Tenders will be opened on the specified date ie, 22ND April 2025. A decision with regard to the acceptance of tender will be taken as soon as possible.

3.2. The Corporation shall 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 firms in a manner convenient to it if necessary.

3.4. Successful tenderer/s shall treat this as a contract in accordance with these terms and conditions.

OTHER 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 EARNEST MONEY DEPOSIT:

5.1. In case the selected tenderer does not supply the fabric at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money deposited by the tenderer will be forfeited by the Corporation as per norms.

ANNEXURE – B

SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:

01. The tender must be signed by a person competent to sign such document and should be duly witnessed.
02. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
03. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalisation of the tender.
04. The rates quoted in all cases must be firm.
05. (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.

06. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
07. 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.
08. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
09. The DD is to be sent with a covering letter in a separate cover duly super-scribed with details.

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/ 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:

**ANNEXURE – D****FINANCIAL BID (To be submitted on Company Letterhead in Envelope 2)**

Srl.no	Type of JDP product	Fabric Specifications / Construction	Color of the Fabric	Quantity (Meter)	Weight per roll of the Fabric	Rate for Unlaminated Fabric	Rate for Laminated Fabric
1.	Jute Fabric	12x12	Pink	1350			
			Golden	1350			
			Orange	1350			
			Green	1350			
			Yellow	1350			
			Blue	1350			
			Cream (Off white)	1350			
2.	Jute Fabric	13x13	Pink	1350			
			Golden	1350			
			Orange	1350			
			Green	1350			
			Yellow	1350			
			Blue	1350			
			Cream (Off white)	1350			
3.	Jute Fabric	14x15	Pink	1350			
			Golden	1350			
			Orange	1350			
			Green	1350			
			Yellow	1350			
			Blue	1350			
			Cream (Off white)	1350			
4.	Jute Fabric	17x17	Pink	1350			
			Golden	1350			
			Orange	1350			
			Green	1350			
			Yellow	1350			
			Blue	1350			
			Cream (Off white)	1350			

Quotation validity - Minimum 1 Yr if not more.

As the order supply may take upto min 1 year if not more for completion.

Kindly quote accordingly as enhancement in pricing during this tenure of supply will not be entertained at all. However, if the market pricing of the required jute fabric reduces we can accept the same upon mutual discussion.

Please further note that as per requirement of the product we shall be forwarding you the PO time to time basis. Single or more than one PO may be released to the L1 bidder throughout the tenure till the consumption of entire 37800 meter jute fabric of different varieties within 1 year or more as per requirement or upon discussion.

We would like to enlighten here that this order rates won't be clubbed or compared with other JCI orders which may vary depending on the market pricing time to time basis.

FOR ANY CLARIFICATIONS ON
SUBMISSION OF TENDER

Please Contact

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