



**Basic Details**

|                                      |  |                                       |            |
|--------------------------------------|--|---------------------------------------|------------|
| Organisation Chain                   | The Jute Corporation of India Limited  Head Office - Kolkata |                                       |            |
| Tender Reference Number              | JCI/HO/Fin/2025-26/2   |                                       |            |
| Tender ID                            | 2025_JCI_247645_1  | Withdrawal Allowed                    | Yes        |
| Tender Type                          | Open Tender  | Form of contract                      | Fixed-rate |
| Tender Category                      | Services   | No. of Covers                         | 2          |
| General Technical Evaluation Allowed | No   | ItemWise Technical Evaluation Allowed | No         |
| Payment Mode                         | Not Applicable   | Is Multi Currency Allowed For BOQ     | No         |
| Is Multi Currency Allowed For Fee    | No   | Allow Two Stage Bidding               | No         |

**Cover Details, No. Of Covers - 2**

| Cover No | Cover                 | Document Type | Description   |
|----------|-----------------------|---------------|---------------|
| 1        | Fee/PreQual/Technical | .pdf          | Technical Bid |
| 2        | Finance               | .xls          | Price Bid     |

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

|                              |      |                |     |
|------------------------------|------|----------------|-----|
| Tender Fee in ₹              | 0.00 |                |     |
| Fee Payable To               | Nil  | Fee Payable At | Nil |
| Tender Fee Exemption Allowed | No   |                |     |

**EMD Fee Details**

|                 |       |                       |     |
|-----------------|-------|-----------------------|-----|
| EMD Amount in ₹ | 0.00  | EMD Exemption Allowed | No  |
| EMD Fee Type    | fixed | EMD Percentage        | NA  |
| EMD Payable To  | Nil   | EMD Payable At        | Nil |

[Click to view modification history](#)

**Work /Item(s)**

|                                      |  |                           |                        |                       |               |
|--------------------------------------|--|---------------------------|------------------------|-----------------------|---------------|
| Title                                | .JCI/HO/Fin/2025-26/2                              |                           |                        |                       |               |
| Work Description                     | Engagement of the Consultant for Income Tax Matter |                           |                        |                       |               |
| Pre Qualification Details            | As per tender document                             |                           |                        |                       |               |
| Independent External Monitor/Remarks | NA   |                           |                        |                       |               |
| Show Tender Value in Public Domain   | Yes  |                           |                        |                       |               |
| Tender Value in ₹                    | 9,60,000   | Product Category          | Miscellaneous Services | Sub category          | NA            |
| Contract Type                        | Tender   | Bid Validity(Days)        | 90                     | Period Of Work(Days)  | 720           |
| Location                             | Patsan Bhavan                                      | Pincode                   | 700156                 | Pre Bid Meeting Place | NA            |
| Pre Bid Meeting Address              | NA   | Pre Bid Meeting Date      | NA                     | Bid Opening Place     | Patsan Bhavan |
| Should Allow NDA Tender              | No   | Allow Preferential Bidder | No                     |                       |               |

**Critical Dates**

|                                     |                      |                                   |                      |
|-------------------------------------|----------------------|-----------------------------------|----------------------|
| Publish Date                        | 04-Sep-2025 06:00 PM | Bid Opening Date                  | 26-Sep-2025 03:00 PM |
| Document Download / Sale Start Date | 04-Sep-2025 06:25 PM | Document Download / Sale End Date | 25-Sep-2025 03:00 PM |
| Clarification Start Date            | NA                   | Clarification End Date            | NA                   |
| Bid Submission Start Date           | 05-Sep-2025 09:00 AM | Bid Submission End Date           | 25-Sep-2025 03:00 PM |

**Tender Documents**

| NIT Document | S.No | Document Name | Description | Document Size (in KB) |
|--------------|------|---------------|-------------|-----------------------|
|--------------|------|---------------|-------------|-----------------------|

|                     |      |                    |  |             |                       |
|---------------------|------|--------------------|--|-------------|-----------------------|
|                     | 1    | Tendernotice_1.pdf | Engagement of the Consultant for Income Tax Matter | 314.58      |                       |
| Work Item Documents |      |                    |  |             |                       |
|                     | S.No | Document Type      | Document Name                                      | Description | Document Size (in KB) |
|                     | 1    | BOQ                | BOQ_283608.xls                                     | Price Bid   | 338.50                |

#### **Bid Openers List**

| S.No | Bid Opener Login Id | Bid Opener Name  | Certificate Name |
|------|---------------------|------------------|------------------|
| 1.   | pm2832@jcimail.in   | Priyanka Mohanty | PRIYANKA MOHANTY |
| 2.   | ds2814@jcimail.in   | Debopriyo Sinha  | DEBOPRIYO SINHA  |
| 3.   | bb2827@jcimail.in   | Bitan Biswas     | BITAN BISWAS     |

#### **GeMARPTS Details**

|  |                              |
|--|------------------------------|
| Reason for non availability of GeMARPTS ID | Urgent nature of Procurement |
| Remarks                                    | Urgent Nature                |
| Document Name                              | DiretIndirectGeM.pdf         |
| Document Size (in KB)                      | 322.32                       |

#### **Tender Properties**

|                                 |        |  |                       |
|---------------------------------|--------|--|-----------------------|
| Auto Tendering Process allowed  | No     | Show Technical bid status                      | Yes                   |
| Show Finance bid status         | Yes    | Stage to disclose Bid Details in Public Domain | Technical Bid Opening |
| BoQ Comparative Chart model     | Normal | BoQ Compartive chart decimal places            | 2                     |
| BoQ Comparative Chart Rank Type | L      | Form Based BoQ                                 | No                    |

#### **TIA Undertaking**

| S.No | Undertaking to Order                | Tender complying with Order | Reason for non compliance of Order |
|------|-------------------------------------|-----------------------------|------------------------------------|
| 1    | <a href="#">TIA UNDERTAKING GEM</a> | Agree                       |                                    |
| 2    | <a href="#">PPP-MII Order 2017</a>  | Agree                       |                                    |
| 3    | <a href="#">MSEs Order 2012</a>     | Agree                       |                                    |

#### **Tender Inviting Authority**

|         |                                 |
|---------|---------------------------------|
| Name    | Chief Manager, Finance          |
| Address | Patsan Bhavan, Kolkata - 700156 |

#### **Tender Creator Details**

|              |                      |
|--------------|----------------------|
| Created By   | Bitan Biswas         |
| Designation  | Deputy Manager HR    |
| Created Date | 04-Sep-2025 05:25 PM |



## **Engagement of the Consultant for Income Tax Matter**

Tender No.JCI/HO/Fin/2025-26/2

### **THE JUTE CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

Head Office – Patsan Bhavan, 3rd & 4th Floor,

Block – CF, Action Area -1, New Town,

Kolkata – 700156, Phone: 033-2252-1771

Email: [jci@jcimail.in](mailto:jci@jcimail.in) Website: [www.jutecorp.in](http://www.jutecorp.in)

## Schedule Of Tender

|  |   |
|--|---|
| Name of Work                                 | Engagement of the Consultant for Income Tax Matter.   |
| Type of Tender                               | Open Tender, Two cover System   |
| Tendering Mode                               | E-tender (CPP Portal)<br>(Two cover System) <ul style="list-style-type: none"> <li>• Technical Bid</li> <li>• Financial Bid</li> </ul>  |
| Cost of Tender Document                      | NIL   |
| Earnest Money Deposit (EMD)                  | NIL   |
| Date & time of Starting of bid               | 04.09.2025  |
| Last date of bid submission                  | 25.09.2025, 03.00 PM  |
| Date & time of opening of Technical Bid      | 26.09.2025, 03.00 PM  |
| Date & time of opening of Financial Bid      | Shall be informed separately to the eligible bidders  |
| Declaration of Successful Bidder             | To be decided   |
| Issuance of Purchase Order                   | To be decided   |
| Validity of tender                           | 90 days from bid due date   |
| Contact details of tender inviting authority | <b>Chief Manager (Finance)</b><br><br>The Jute Corporation of India Limited<br>(A Government of India Enterprise)<br>Head Office – Patsan Bhavan, 3rd & 4th Floor,<br>Block – CF, Action Area -1, New Town,<br>Kolkata – 700156, Phone: 033-2252-1771<br>Email: jci@jcimail.in Website:<br><a href="http://www.jutecorp.in">www.jutecorp.in</a> |

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## 1. Introduction:

The Jute Corporation of India Limited is a public sector enterprise of the Government of India under the administrative control of the Ministry of Textiles.

Competitive bid is invited for Engagement of the Consultant for Income Tax Matter of the Company for a period of 2 years from the acceptance of work order/ LOI till last day of the same month.

## 2. Mode of Bidding

The tender bid duly filled in all aspects and submitted on or before the scheduled date and time as mentioned in the tender enquiry will be considered for evaluation.

The Bids shall be prepared in two parts viz. Technical Bid (Part 1) and Financial Bid (Part 2).

The interested and eligible firms should apply online and submit their tender and the bids along with scanned copies of all relevant certificates, documents etc. in support of their technical & financial bids – all duly signed – on the <https://etenders.gov.in/eprocure/app> (CPP Portal) from 04.09.2025 to 25.09.2025 up to 03.00 P.M

Applications to this tender will be accepted only through the online mode through <https://etenders.gov.in/eprocure/app>. No other mode of application will be considered & application will not be accepted.

Technical Bid will be opened at the first instance and evaluated by JCI's concerned authority. In the second stage, financial bids of only the technically eligible offers will be opened for further evaluation and ranking before awarding the contract.

### Technical bid (Part 1)

It contains documents in support of eligibility criteria, self-attested tender document and any other document specifically specified in this tender document.

|      |  |
|------|--|
| i.   | The complete Qualifying Data as required in Prequalification Criteria (PQ)   |
| ii.  | Annexures I to IV  |
| iii. | Any other technical details/documents etc. required to be submitted by the bidder as contained in the bid document |



Part 2 shall contain Price Bid (to be submitted online only).

This part shall contain only Schedule of prices duly filled in as per the Bid Proposal Schedules (Annexure-III).

**Note:**

1. No price bid is to be submitted in Technical bid (Part 1) otherwise bid will be considered void.

Note: To assist in the examination of documents submitted by the bidder in support of eligibility criteria (PQ), JCI may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

### 3. Pre-qualification (PQ) Criteria:

| Sl.No. | Eligibility criteria   | Documents to be submitted   |
|--------|--|---|
| 1.     | Chartered Accountant/Cost Accountant Firm with minimum 1 FCA or FCMA having minimum 10 years' experience in the field of providing tax consulting services including Handling Scrutiny assessment/re-assessment cases, handling case before CIT(A), handling case at ITAT level etc. for corporates (other than banks, insurance companies, financial institution) | Proof of copy of work order/service order to be submitted. Copy of relevant document with seal and signature of the client towards timely completion / satisfactory performance report / self-certificate is to be furnished. |
| 2.     | The firm should have experience of Tax Consultancy Service (Income Tax) with Central PSU during last seven financial years (i.e. FY 18-19 to FY 24-25).  | Proof of copy of work order/service order to be submitted   |
| 3.     | Currently serving or served in providing tax consultancy services on Income Tax Matter for any corporate whose average turnover during last 3 preceding years ending March 2025 is minimum Rs.100 crore  | Document in support of the same to be submitted   |
| 4.     | The firm should have an office in Kolkata.   | Documentary proof such as valid registration certificate, latest electricity/utility bills (not older   |

|    |   |   |
|----|---|---|
|    |   | than 3 months), GST certificate etc. of the office address to substantiate the location shall be submitted. |
| 5. | <p>The Firms shall be in existence for a minimum period of 5 years as on due date of the Tender and have Average Annual Turnover of at least Rupees 25 Lakhs.</p> <p>For the purpose of ascertaining the parameter of Turnover of the bidder, average turnover of the bidder for the previous three financial years (2022-23 to 2024-25) shall be considered.</p> | Document in support of the same to be submitted.  |
| 6. | PAN, GST Registration Certificate   | Document in support of the same to be submitted.  |

Note: All pages of tender documents and documents submitted in support of PQ criteria to be self attested by the bidder.

### Selection Process:

The agency will be selected through QCBS (Quality and Cost Based Selection) method. For QCBS, technical and financial scores will be in proportion of 70:30. Technical evaluation will be made on following criteria: -

| Sl.No. | Criteria   | Score                 | Documents to be submitted   |
|--------|--|-----------------------|---|
| 1 (a)  | <p>Experience in the field of providing tax consulting services of Income Tax including Handling Scrutiny assessment/re-assessment cases, handling case before CIT(A) for corporates (other than banks, insurance companies, financial institution).</p> <p>05 to 08 years<br/>Above 8 years</p> | <p>5<br/>10 (Max)</p> | <p>Copy of letter of appointment or order from corporates.</p> <p>And<br/>A list of corporate clients handled in each year of experience must be provided in support of no. of years of experience along with contact person and his/her contact number. If no client in any particular year, that year will be excluded.</p> |



|       |   |                                     |  |
|-------|---|-------------------------------------|--|
| 1 (b) | <p>Experience in handling case at ITAT level for corporates (other than banks, insurance companies, financial institution).</p> <p>05 to 08 years<br/>Above 8 Years</p>   | <p>10<br/>20 (Max)</p>              | <p>Copy of letter of appointment or order from corporates.</p> <p>And</p> <p>A list of corporate clients handled in each year of experience must be provided in support of no. of years of experience along with contact person and his/her contact number. If no client in any particular year, that year will be excluded.</p> |
| 2.    | <p>Currently serving or served in providing tax consultancy services on Income Tax Matter for any corporate whose turnover in any 3 preceding years ending March 2025 is:</p> <p>Rs.100 Cr to Rs.300 Cr<br/>Rs. 300 Cr to Rs.500 Cr<br/>More than Rs.500 Cr</p> | <p>5<br/>10<br/>20 (Max)</p>        | <p>Letter from concerned corporate to that effect along with corporate's audited annual accounts for preceding 3 years ending 31.03.2025.</p>  |
| 3.    | <p>Service provided to Central PSUs.</p> <p>1 PSU client<br/>2 PSU client<br/>3 to 5 PSU clients<br/>More than 5 PSU clients</p>  | <p>5<br/>10<br/>15<br/>20 (Max)</p> | <p>Copy of letter of appointment or order from Central PSU and timely completion certificate.</p>  |
| 4.    | <p>Average Annual Turnover the bidder for the previous three financial years (2022-23 to 2024-25)</p> <p>25 Lakhs to 50 Lakhs<br/>More than 50 Lakhs</p>  | <p>5<br/>10 (Max)</p>               | <p>Audited Annual Statements</p>   |
| 5.    | <p>No. of ITAT judgements in favour of client during the last 3 financial years.</p>  |                                     | <p>Certificate in this regard from clients.</p>  |

|  |                        |          |  |
|--|------------------------|----------|--|
|  | 3 – 5 judgements       | 10       |  |
|  | More than 5 judgements | 20 (Max) |  |

Financial Bids for only those bidders whose Technical Score are more than or equal to 70 shall be opened. A final combined score will be arrived at by applying above mentioned relative weightage to the score of technical criteria & score of financial bids. The proposal with the highest weighted combined score shall be selected.

#### 4. Scope of Work:

1. Preparation and submission of replies to notice issued by the Income Tax Department to JCI and JCI CPF Trust.
2. Representation on behalf of JCI and JCI CPF Trust before the Assessing Officer, CIT (Appeals), ITAT and other Income Tax Authority.
3. Preparation and filing appeals, statements, etc. of JCI and JCI CPF Trust before Assessing Officer, CIT(Appeals), ITAT and other Income Tax authorities.
4. Liaison with the Assessing Officer for assessment of JCI and JCI CPF Trust
5. Filing of Income Tax Return as per provision of the Income Tax Act.
6. Preparing & e-filing of TDS returns, submission of Quarterly returns rectification of returns (wherever necessary) i.e. 24Q (Salary return), 26Q (Other than salary).
7. The firm shall attend & comply with the notices if any received from any authority in respect of TDS/TCS and matters related to previous years.
8. In case of delay in filling of TDS/TCS returns as per Income Tax Act, 1961 & penalty/demand if any, levied by income tax Dept. will be borne by the Firm for non-compliance.
9. Advice/opinion on a matter relating to Income Taxes as per requirements.
10. Any other work directly/indirectly connected with Income Taxes.

#### 5. Special Conditions of Contract (SCOC):

- a. **Period of Contract:** The period of contract shall be for a period of 2 years from the acceptance of work order/ LOI till last day of the same month. The contract may be extended for a maximum of two years on the same rates, terms and conditions, with the mutual consent of both parties. Solely on the basis of performance.

b. **Payment Terms:** Payment shall be made through NEFT/RTGS within 15 (Fifteen) working days from the date of receipt of bills / invoice complete in all respects with original supporting documents, after completion of scope of work on monthly basis.

**c. Deduction for Non-performance:**

- i. Time and date of delivery of service shall be the essence of the contract.
- ii. Firm shall depute experienced person to attend the above cited scope of work by visiting the JCI Office, if required.
- iii. Any penalty and/or interest imposed on JCI by the Department, arising out of delay in filing of returns or any non-compliance, shall be solely borne by the Consulting Firm.

**d. Security Deposit:**

The selected engaged agencies are required to deposit a Security Deposit of 5% (five percent) of the annual contract value in the form e-PBG/NEFT/RTGS drawn in favour of the JCI, Kolkata within 15 days of acceptance of Work order covering the period of the contract plus three months. In case, the contract is further extended beyond the initial period, the e-PBG will have to be accordingly renewed by the successful bidder. The SD shall not bear any interest, and is liable to be forfeited for unsatisfactory completion or on abandonment of the service contract. In case of revision of SD to any other higher percentage by any Govt. Notification, the same shall be applicable.

**Refund of SD:**

- i. Before releasing SD, a “No Due Certificate” shall be issued by the concerned officer duly countersigned by head of the department after ensuring that no amounts are recoverable from the agency.
- ii. The concerned Officer shall recommend release of SD money after compliance of all the obligations under the contract by the Consulting Firm and on submission of formal claim by them.
- iii. On receipt of “no dues certificate” from the Concerned Officer, SD money retained in the form of B.G and/ or Bank shall be refunded within 30 days, if agency is not liable to pay any money to JCI under any other

contract.

**Forfeiture of SD:**

The Security deposit is liable to be forfeited if

- i) Any failure whatsoever on the part of the agency at any time during performance of his part of the contract, where notice is given and time for rectification allowed.
- ii) If the manpower agency indulges at any time in any subletting/ sub-contracting of any portion of the work without approval of JCI.

**e. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

JCI reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the JCI's action.

**f. RELATED PARTY:**

Related parties should not quote for the tender separately. If it is noticed that related parties submitted separate quotation, the same shall be liable to be rejected.

**g. INCOME TAX:**

Income tax inclusive of surcharge and any other tax if applicable shall be deducted at source.

**h. FAILURE AND TERMINATION:**

If the bidder fails in the performance of the contract in the manner and within the time fixed or there is likelihood of an anticipatory breach of whole or part of the contract, the Company will have the right to rescind the contract and have it performed through other party at the risk and cost of the bidder.

- i. JCI Kolkata reserves the right to change any condition of the tender and



also reject any bid without assigning any reason.

j. The tender is liable to be disqualified if:

- (i) tender is not submitted in accordance with terms and conditions stipulated in tender document.
  - (ii) tenderer increases his quoted prices during validity of the quotation period or its extended period, if any.
  - (iii) the tender submitted is a conditional tender.
  - (iv) tender is incomplete and / or received after the due date and time.
  - (v) information submitted found to be incorrect / false at any stage during the processing / tenure, including extension if any, of the lease agreement.
  - (vi) it comes to our knowledge that some parties have formed a cartel and resulting in delay / holding up the processing of tender and they will be further liable to be disqualified for a further period of two years for any tender / lease agreement floated by JCI.
  - (vii) the tenderer has been disqualified by any PSU/Govt./JCI at any time in the past for supply of services referred to in the tender.
- k. Assignment and Subletting: The tenderer shall not assign, sublet, or transfer the contract or any part thereof or any benefit or interest therein or there under without the written consent of JCI.

## **6. GENERAL CONDITIONS OF CONTRACT (GCOC):**

### **1.1 Definition of Terms:**

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Company.

The 'Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

“Completion Date” means the date of actual completion of the services by the Service Provider as certified by the Company.

"Contract Documents" means collectively the Tender Documents, Scope of Works, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

The “Company/Service Receiver/ Company/Owner” means The Jute Corporation of India Limited , a Govt. of India Enterprise under Ministry of Textiles and having its Registered office at Kolkata.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Company and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

“Working Day” means any Day which is not declared by the Company to be holiday or off-day.

## **1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS**

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Letter of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Special Conditions of Contract (SCC)
- vi) General Conditions of Contract (GCC)
- vii) Other Documents

Any amendment/change order issued by Company upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.



### **1.3 SPECIAL CONDITIONS OF CONTRACT:**

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.

1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

### **2.0 FORMATION OF CONTRACT:**

2.1.1 Company will be the sole judge in the matter of award of Contract and the decision of Company shall be final and binding.

2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Company either by E - mail /Letter.

2.1.3 The Contract shall come into force on the date of Service Contract and the same shall be binding on Company and Service Provider.

### **2.2 SIGNING OF AGREEMENT:**

The successful Tenderer/Service Provider shall be required to forward their acceptance of the SC within 5 days. In the event of failure on the part of the Service Provider to furnish their acceptance within the aforesaid stipulated period, the Earnest Money Deposit or Performance Security Deposit (as available, preferably the later) will be forfeited and Company may consider the Contract as terminated.

### **2.3 ADDENDA/CORRIGENDUM:**

Addenda/ Corrigendum to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

### **2.4 ABNORMAL RATES:**

The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Company is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand). In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as deemed fit.

### **2.5 PERFORMANCE SECURITY:**

The Service Provider shall provide Performance Security to the Company, within the scheduled date specified in the notification of award for an amount mentioned therein. The Performance Security shall be returned/refunded after completion of contract. No charges or interest shall be payable by the Company.

### **2.6 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Company at its option by written notice to the Service Provider.

In such events of Clause above, the following shall be applicable: -

The whole or part of the Contract Performance Security furnished by the Service

Provider is liable to be forfeited without prejudice to the right of the Company to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid.

The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract.

## **2.7 TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE :**

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with JCI.

## **2.8 AMOUNT PAYABLE IN CASE OF TERMINATION:**

In all cases of termination herein set forth, the obligation of the Company 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. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

## **2.9 FORCE MAJEURE:**

2.9.1 Force majeure is an event beyond the control of SERVICE PROVIDER and not involving the SERVICE PROVIDER's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser/SERVICE PROVIDER either in its sovereign or contractual capacity, wars or revolution, hostility, acts of public enemy, civil commotion, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes or any other event which JCI may deem fit to consider so. The decision about force majeure shall rest with JCI which shall be final and binding.

2.9.2 If there is delay in performance or other failures by the SERVICE PROVIDER

to perform obligations under its contract due to event of a Force Majeure, the Service Provider shall not be held responsible for such delays/failures.

2.9.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the COMPANY in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonable/practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.9.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period of exceeding 120 days, JCI may at its option terminate the contract without any financial repercussion on either side.

## **2.10 LIQUIDATED DAMAGES FOR DELAYED EXECUTION OF CONTRACT:**

If the Service Provider fails to perform the services within the time period(s) specified in the CONTRACT, the COMPANY shall, without prejudice to his other remedies under the CONTRACT, levy Liquidated damages from the CONTRACT PRICE, a sum calculated on the basis of the CONTRACT PRICE, including subsequent modifications.

Deductions shall apply as per following formula:

Half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value.

COMPANY may deduct the amount so payable by Service Provider, from any amount falling due to the Service Provider or by recovery against the Performance Guarantee. Both Service Provider and COMPANY agree that the above percentages of price reduction are genuine pre-estimates of the loss/damage which the COMPANY would have suffered on account of delay/breach on the part of the Service Provider and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of the COMPANY in the matter of applicability of price reduction shall be final and binding.



### **3.0 PROCEDURE FOR BILLING OF SERVICES:**

Following procedures shall be adopted for billing of services executed by the Service Provider. The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Company shall make all endeavor to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of receipt of Bills.

**INCOME TAX:** Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time.

### **4.0 RESOLUTION OF DISPUTES/ ARBITRATION:**

The COMPANY and the SERVICE PROVIDER shall make every effort to resolve amicably by direct informal, good faith negotiations any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty days from the commencement of such informal, good faith negotiations, the COMPANY and the SERVICE PROVIDER have been unable to resolve the disagreement or dispute, the same shall be referred for resolution as per the formal mechanism as specified hereunder shall be applicable.

**LEGAL CONSTRUCTION:** The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being.

#### **4.1 ARBITRATION:**

a) All disputes and differences of any kind whatsoever arising out of or in connection with the contract or carrying out of the works (whether during the course of works or after their completion and whether before or after determination, abandonment or breach of contract) shall be referred to and settled by the person authorized and notified in writing by JCI who shall state his decision in writing. Such a decision may be in the form of a final certificate or otherwise and shall be made within a period of 30 days from the date of receipt of such reference to them.

b) If the SERVICE PROVIDER is dissatisfied with the decision of such authorized person, then he may within 30 days of receipt of such decision send a written appeal to PURCHASER, represented by the Chairman and Managing Director at the registered office, Kolkata for the same to be referred to Arbitration by a Sole Arbitrator to be appointed by mutual consent and after due approval of CMD, JCI. The Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. It is made clear that this Arbitration Clause shall be applicable to any and all disputes and differences between the Parties arising out of and/or relating to this CONTRACT and the Parties shall be bound to refer the same to arbitration in accordance with the procedure contemplated herein.

c) If the period of 30 days under Clause (b) has expired at any stage, stipulated in the preceding paras without any response from the SERVICE PROVIDER before such expiry, the SERVICE PROVIDER is deemed to have communicated his satisfaction to the decision of JCI at the relevant stage and all his rights of further appeal or as the case may be, adjudication are deemed to have been waived once and for all.

d) The seat of arbitration will be at Kolkata and the language thereof shall be English.

e) Notwithstanding the invocation, commencement and/or pendency any dispute resolution proceedings under this Clause including arbitration under Clause 6.4, the SERVICE PROVIDER shall continue to be bound by the provisions of the CONTRACT, if not terminated by the COMPANY, and shall be obligated to discharge its obligations under the CONTRACT including continuation of the WORK under the CONTRACT.

f) The SERVICE PROVIDER shall not in any way delay or default or cause to delay or default the carrying out of the works by reason of the fact that any matter has been agreed to be referred to and / or referred to dispute resolution under Clause 6.0 including Arbitration under Clause 6.4.

**JURISDICTION:** The courts only shall, subject to Arbitration Clause, have exclusive jurisdiction to deal with and decide any matter arising out of this contract.



**Tender Acceptance Letter (Format)**  
(To be given on Company Letter Head)

Date:

To,  
Chief Manager (Finance)  
The Jute Corporation of India Limited  
Patsan Bhavan, 3rd & 4th Floor,  
Block – CF, Action Area -1, New Town,  
Kolkata – 700156.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:  
Name of Tender/Work: -

Dear Sir,

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_ to (including all documents like annexure(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization too has also been taken in to consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality/ entirety.
4. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

**Declaration Regarding not related to JCI**

Date:

To,  
Chief Manager (Finance)  
The Jute Corporation of India Limited  
Patsan Bhavan, 3rd & 4th Floor,  
Block – CF, Action Area -1, New Town,  
Kolkata – 700156.

Dear Sir,

Declaration Regarding not related to JCI– Appointment of Tax Consultant for  
Income Tax Matter.

I/we have carefully gone through the Terms & Conditions contained in the above  
tender.

I/We hereby declare that I/we has/have are not owned or not controlled by any  
director/officer/employee of JCI or their relatives.

We further declare that we are eligible and competent as per the eligibility  
criteria given by the Bank and the information submitted by us are true and  
correct and able to perform this contract as per tender document.

Thanking you,

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

**FINANCIAL BID FORMAT**

(to be furnished in the Consultant's letter head)

Place .....

Date ...

To,

**Chief Manager (Finance)**

The Jute Corporation of India Limited

Patsan Bhavan, 3rd &amp; 4th Floor,

Block – CF, Action Area -1, New Town,

Kolkata – 700156.

Sir,

I/We offer to provide our services for consultancy for Income Tax to JCI in accordance with your tender.

Our Commercial Offer for professional fees is Rs. \_\_\_\_\_ per month (including all expenses) (amount in words and figures) exclusive of GST thereon.

The breakup is given below:

| Sl.No. | Particulars  | Details to be filled in by the bidder |
|--------|--|---------------------------------------|
| 1.     | Retainership fee (Rs.) per month exclusive of GST. |                                       |
|        |  |                                       |
|        | GST as Applicable                                  |                                       |

Yours faithfully,

(Name &amp; designation, seal of the firm)

## **ANNEXURE- IV:**

### **Pre-Contract Integrity Pact**

(To be submitted on the letter head of the firm duly signed by the bidder)

Between

The Jute Corporation of India Limited (JCI) hereinafter referred to as “The Principal”.

And

..... hereinafter referred to as “The Bidder/ SERVICE PROVIDER” Preamble The principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or SERVICE PROVIDER(s). In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a 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. The principal will, during the tender process, treat all Bidder(s) with equity and reason. The principal 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.

c. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in

this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## Section 2 – Commitments of the Bidder(s)/SERVICE PROVIDER(s)

(1) The Bidder(s) / SERVICE PROVIDER(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ SERVICE PROVIDER(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) / SERVICE PROVIDER(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the 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.

b. The Bidder(s)/SERVICE PROVIDER(s) will not enter with other Bidders 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 actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/SERVICE PROVIDER(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/SERVICE PROVIDER(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/SERVICE PROVIDER(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/SERVICE PROVIDER(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /SERVICE PROVIDER(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /SERVICE PROVIDER(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.



- (2) The Bidder(s) /SERVICE PROVIDER(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts**  
If the Bidder(s) /SERVICE PROVIDER(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/SERVICE PROVIDER(s) from the tender process.

**Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the SERVICE PROVIDER liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 – Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

- (3) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process.

**Section 6 – Equal treatment of all Bidders / SERVICE PROVIDERs/ SubSERVICE PROVIDERs**

- (1) In the case of Sub-contracting, the Principal SERVICE PROVIDER shall take responsibility of the adoption of Integrity Pact by the Sub-SERVICE PROVIDER.
- (2) The principal will enter into agreements with identical conditions as this one with all Bidders and SERVICE PROVIDERs.
- (3) The principal will disqualify from the tender process all bidders who do not sign



the Pact or violate its provisions.

## Section 7 – Criminal charges against violating Bidders(s) / SERVICE PROVIDER(s)/ SubSERVICE PROVIDER(s)

If the Principal obtains knowledge of conduct of a Bidder, SERVICE PROVIDER or SubSERVICE PROVIDER, or of an employee or a representative or an associate of a Bidder, SERVICE PROVIDER or SubSERVICE PROVIDER which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

## Section 8 – Independent External Monitor

(1) The principal appoints a competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /SERVICE PROVIDERs as confidential. He / she reports to the CMD, JCI.

(3) The Bidder(s)/SERVICE PROVIDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the principal including that provided by the SERVICE PROVIDER. The SERVICE PROVIDER will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-SERVICE PROVIDERs.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /SERVICE PROVIDER(s) / Sub-SERVICE PROVIDER(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, SIDBI and recuse himself/ herself from that case.

(5) The principal will provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could

have an impact on the contractual relations between the Principal and the SERVICE PROVIDER. The parties offer the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the CMD, JCI within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the CMD, JCI, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CMD, JCI has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

#### Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the CMD of JCI.

#### Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the principal, i.e. Kolkata.

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

(3) If the SERVICE PROVIDER is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the

remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & on behalf of the principal  
Provider)  
(Office Seal)

(For & on behalf of the Bidder/Service  
Provider)  
(Office Seal)

Place:

Date:

Witness 1: (Name &Address)

Witness2: (Name &Address)