



**NOTICE INVITING BIDS FROM CONSULTANCY ORGANISATIONS FOR
RESTRUCTURING AND STRATEGIC EXPANSION STUDY OF
JUTE DIVERSIFIED PRODUCTS (JDP) BUSINESS OF
THE JUTE CORPORATION OF INDIA LIMITED
(A Govt. of India Enterprise)**

Tender Schedule

Sl. No.	Schedule Date / Time
1.	Date of Issuing of Tender Notice: 15.05.2026
2.	Date of Publication of Tender Notice in Newspapers: 15.05.2026
3.	Pre-bid Meeting: 01.06.2026
4.	Last Date of Submission of Tender Documents: 04.06.2026 at 3 P.M.
5.	Date of Opening of Tender (Technical): 05.06.2026 at 12 Noon
6.	Technical Presentations by Shortlisted Agencies: To be Informed via Email
7.	Date of Opening of Financial Bids: To be informed to the Bidders who qualified technically

1. Invitation of Bid

The Jute Corporation of India Limited (JCI), Kolkata invites sealed offers from reputed Consultancy Organizations / Government Institutes for undertaking a comprehensive study and preparation of a strategic business restructuring and expansion plan for its Jute Diversified Products (JDP) segment. The purpose is to develop a time-bound, actionable roadmap for transforming the JDP business and involvement of JCI in trading operations of New Age Fibres (eg Flax, Ramie, Sisal, Kenaf, Milkweed) into a commercially viable and globally competitive vertical.

2. Objectives of the Assignment

To restructure and expand JCI's JDP vertical through assessment of the current model, market dynamics, export opportunities, compliance frameworks, and operational strategy, supported by a robust MIS and Decision Support System.



3. Terms of Reference / Scope of Work

- Study and vetting of JCI's Operations Manual related to JDP business.
- Restructuring the existing business model including forward and backward linkages.
- Domestic and international market assessment including opportunity identification.
- Export readiness and roadmap including Bangladesh benchmarking and strategies to enhance India's export turnover.
- Retail, branding, e-commerce, and institutional business model assessment.
- ESG and sustainability integration recommendations.
- Feasibility study for setting up manufacturing units under different models (PPP/JV/Own) in line with the scope in MoA of the Corporation
- Comprehensive MIS and Decision Support System framework.
- Preparation of detailed cost sheets, pricing strategies, and market penetration plans.
- Statutory Compliances related to JDP Business.
- Preparation of Business Blueprint and Detailed Project Report (DPR).
- Study on cultivation to fibre production to trading operation to production units of five New Age Fibres (Flax, Sisal, Ramie, Kenaf, Milkweed) for cost estimation beneficial to the farmers and Industry Partners.

4. Eligibility Criteria

- Minimum 5 years' experience in similar consultancy assignments.
- Experience in jute, textiles, MSME, or export sectors preferred.
- Completed at least three assignments of similar nature in last five years.
- Minimum average annual turnover of ₹1 crore in last 3 years.
- Team with domain expertise in marketing, operations, finance, ESG, exports, and IT systems.

5. Method of Selection

Selection will be based on Combined Quality Cum Cost-Based System (CQCCBS):

Final Score = 70% Technical Score + 30% Financial Score



6. Deliverables and Timeline

The agency shall submit deliverables within 12 weeks:

- Inception Report (Week 2)
- Mid-Term Report (Week 6)
- Draft Final Report (Week 10)
- Final Report and Business Roadmap (Week 12)

7. Performance Security

The selected agency shall deposit 5% of approved contract value as Performance Security via NEFT/E-PBG. Performance Security shall be refunded to the agency without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

8. Mode of Payment

- 10% - Inception Report
- 20% - Mid-Term Report
- 20% - Draft Final Report
- 50% - Final Report after acceptance

Payment terms shall be on a milestone basis upon submission of invoice and as per the terms of reference. The Bidder shall raise invoices at the end of each milestone. At the time of submission of invoice, the Bidder shall submit a monthly report containing the list of activities done during the period in line with the scope of work.

Payment shall be made within 15 days of receipt of the invoice and monthly report along with supporting deliverables/requisite documents sought by JCI.

All taxes deductible at source, if any, at the time of release of payments shall be deducted as per the prevailing rates while making any payment.



9. General Terms and Conditions

- JCI reserves right to cancel or modify tender at any time.
- Data and reports remain property of JCI.
- Confidentiality must be maintained.
- Legal disputes under Kolkata jurisdiction only.
- Proposal validity: 90 days from submission date.

10. Submission & Evaluation of Proposals

The main Envelope should contain following three sealed covers:

- (a) Qualification, Credentials & Earnest Money Deposit clearly superscribed "Packet A"
- (b) Technical bid clearly superscribed "Packet B" and
- (c) Financial bid clearly superscribed "Packet C".

Note: All the documents submitted in the packets should be given page number and signed by the authorized representative of the Agency.

(i) The Packet 'A' should contain -

- (a) Details of the Bidder, Contact Address [with proof of address], email, phone, Fax, Authorized Contact person [Name, Photograph, Photo Id Proof] for this Evaluation.
- (b) Documents in support of the eligibility criteria for this bid.
- (c) EMD for an amount of Rs 1 Lakh(Rupees One Lakh) shall be paid by the bidders through NEFT/RTGS. The Bank details of JCI is given below:

Account no.: 0093000100297535
Name of Account: The Jute Corporation of India Limited.
Name of Bank & Branch: PNB, New Town, Rajarhat
IFSC Code: PUNB0143720

EMD furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful bidder shall be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.



Copies of PAN Card, GST Registration, PF/ESI Registration, etc.

After scrutiny of the documents (As mentioned in Packet A), Technical bids of eligible bidders will only be opened.

The Technical Bid (Packet 'B') should contain - Technical Proposal:

Following sets of documents need to be submitted under Technical Proposal

A. About the Project

1. Detailed Study criteria and methodology to be followed for conducting the assignment for successful completion of the deliverables mentioned in this document
2. Stepwise time-plan for executing the assignment.
3. Photograph & CV of the proposed Chief Coordinator, Key Personnel & other professionals engaged exclusively for the project duly certified by the Agency
4. An analysis of reasons and obstacles in case, the Study outcomes have not been satisfactory.

B. About the Agency / Organization :

1. Brief Profile of the Organization.
2. Experience of conducting similar studies for Govt./Public Sector/International Bodies, Copies of Work Order, Certificate of Completion etc – These are subject to verification.
3. Experience of conducting study in Jute and/or Textiles sector and their outcomes, sample base and size on study undertaken.
4. Unabridged Annual Reports or audited financial accounts for the last 3 years.

Note : Any document, during scrutiny, if found to be false / incorrect, shall be seriously viewed and the Agency will be debarred / black listed from



participation in any future tender process of JCI for the next 5 years and Earnest Money shall be forfeited.

Technical bids shall also contain related information / Documents in support of the Technical Criteria specified as below:

Sl. No.	Heading	Description	Criteria for point allotment	Points Allotted
1	Firm's Experience	a. Years of Existence	<3 year = 3 3 to 10 year = 5 >10 year = 10	10
		b. Proven and demonstrable experience, expertise and resources in providing consultancy in similar projects	Average turnover in similar projects during last 3 years <1.5 Crores = 10 1.5-5.00 Crores = 15 >5 Crores = 25	25
		c. Turnover of the company through their expertise in Textile Sector	Average turnover/ Audited Segment Report during last 3 years <5 Crores = 10 5-10 Crores = 15 >10 Crores = 20	20
		d. Turnover of the company through their expertise in Jute Sector	Average turnover/ Audited Segment Report during last 3 years <5 Crores = 5 5-10 Crores = 10 >10 Crores = 15	15
		Sub-total		70
2	Experience of Key Personnel	a. Qualification & Experience of the Project Coordinator	MQ: PG/Dr. or Equivalent in the relevant field <5 similar studies= 10 <3 similar studies= 5 <1 similar study= 3	10



Sl. No.	Heading	Description	Criteria for point allotment	Points Allotted
		b. Qualification & Experience of Key Professional Staff for the assignment	MQ: Graduate Degree or Equivalent in relevant field <5 similar studies= 10 <3 similar studies= 5 <1 similar study= 3	10
		Sub-total		20
3	Project Methodology & Approach	a. Technical Approach & Methodology	Subjective. Criteria is adequacy of the proposed methodology and work plan w.r.t. Terms of Reference	4
		b. Work Plan & Schedule		3+3
		c. Organisation & Staffing		
		Sub-total		10
Grand Total (1 +2 +3)				100

NB. The copies of the credentials of the Agency, work orders/ certificates from previous Organizations and the CVs of the proposed team members should be submitted along with the bid.

Maximum Marks: 100

Minimum Qualifying Marks for the Technical Bids: 70.

(ii) The Financial Bid (Packet C) should contain-

The financial bid should quote the professional fee and expenses as detailed below:

		Rs.
1.	Total fees and expenses* for evaluation of The present study of JCI	
2.	Applicable taxes	
	Total	
	(Rupees)	



* 'Expenses' include all expenditure for domestic travel, board & lodging, communication, out of pocket expenses, etc.

Financial bids of those who are found qualified in technical bid, will only be opened. Financial bids of those bidders who did not qualify in Technical bid, will not be opened.

Full marks: 30 Marks. Bidder with the lowest quote will get the full marks. The marks of the higher quote will be awarded inversely proportionate marks to their offers in the given formula: $(\text{Lowest financial quote} / \text{Agency's financial quote}) \times 30$.

The combined final score would be worked out as under:

A	B	C	D	E	F	G	H	I
Sl.No.			Name of the bidder	Technical Score Secured	Weighted Technical Score (Col. C*0.70)	Actual Financial Rate/Quote (in %)	Financial Score (Lowest Rate/Quoted Rate)*100	Financial Score Weighted (Col. F*0.30) Total Score (Col.D + G)
1							Highest Score	
2.								

Evaluation of the Bid

JCI will constitute Bid Opening Committee and Technical Evaluation Committee. On the recommendation of the Committee, JCI may request the bidders for a Technical Presentation.

After the evaluation of Eligibility criteria and Technical competence, JCI will intimate the Agencies whose proposals did not meet the minimum qualifying mark indicating that their financial proposals will not be opened.

JCI will simultaneously intimate those Agencies those have secured the minimum qualifying mark, and indicate the date and time set for opening the financial



proposals. The Financial bids will be opened in the presence of representatives of the Agencies.

The names of the Agencies and the offered prices will be read aloud and recorded when the financial bids are opened, and a copy of this record will be retained.

Marks obtained in both Technical and Financial bids will be added for preparation of a list of panel. The Bidder who secured highest score will be considered as L1 and so on.

Agency considered as L1 would be awarded to carry out the present assignment subject to approval of the Competent Authority.

Checklist for Submission of Response to Tender

Sl. No.	Documents Submitted	Yes/No	Ref Page No.
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			



11. Confidentiality:

Information relating to the evaluation of tenders shall not be disclosed to Bidders or any other persons not officially concerned with the process until information on award of contract is communicated to all Bidders or the selection process is complete. The undue use by any bidder of confidential information related to the process may result in 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.

12. Non-Disclosure:

The Bidder shall not disclose directly or indirectly any information or details of the contract work and/or details of office, operational process, technical know how, security arrangements and administrative/ organizational matters of the JCI, which may come to possession or knowledge of the Bidder during discharging its contractual obligations under this RFP/ Contract to any third party and shall at all times hold the same in the strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the JCI. The Bidder shall indemnify the JCI for any loss suffered by the JCI as a result of the disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder, and the JCI shall be entitled to claim damages and pursue legal remedies. The Bidder's obligation with respect to non-disclosure and confidentiality will survive the expiry or termination of this RFP/ Contract for whatever reason. If the Bidder receives enquiries from Press/ News/ Media/ Radio/ Television or other bodies/ persons, the same shall be referred by the Bidder to the JCI immediately on receipt of such queries.



13. Bye Laws of Local Authorities :

The Bidder shall conform to the provisions of all applicable Acts, which relate to work and to the regulations and byelaws of any local authorities. The Bidder shall give all notices required by the said Acts and pay all fees payable to such authority/ third party. The Bidder shall keep the JCI indemnified against all penalties and liability for every kind of breach of any Act, Rules, Regulations or Byelaws in force and applicable to the work and other related issues.

14. Time is of the Essence:

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

15. Dispute Resolution & Governing Laws:

Any dispute, differences or controversy of whatsoever nature between the parties arising out of or in relation to this RFP/ contract or touching or relating to construction, meaning, scope, performance, operation or effect of the RFP/contract or the validity or the breach thereof, shall in the first instance be attempted to be resolved amicably through discussions/negotiations between the parties. In the event the same is not resolved amicably within 15 days, such matter(s) shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both parties within a period of 15 days from the date of notice by the party concerned, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata. This RFP/ Contract shall be interpreted and constructed in accordance with Indian laws and only the Courts at Kolkata shall have exclusive jurisdiction over any matters arising out of this RFP/ Contract.



16. Indemnity :

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

17. Force Majeure :

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, pandemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within 7 (seven) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this contract by agreeing to such alternative agreement as may be fair and reasonable.



18. Integrity Pact:-

As per notification of the Central Vigilance Commission (CVC) entering into “Integrity Pact” for this tender is a mandatory pre-requisite. Only those vendors/bidders, who commit themselves to signing the “Integrity Pact” with the Corporation would be considered competent to participate in the tender. At the stage of participating in the tender, all vendors are required to commit to signing the “Integrity Pact” with the Corporation, in the event of their succeeding in securing the order. Only the successful bidder will be required to actually sign the “Integrity Pact”.

Post signing of the Integrity Pact when the pact becomes operative, any violation of the Integrity Pact or in cases of issue related to execution of the contract, the Corporation/Vendor shall approach the Independent External Monitor (IEMs) for resolution and redress.

The details of IEMs are as under:

(i) Capt. Anoop Kumar Sharma

E-mail: anoop21860@gmail.com

(ii) Vice Admiral Ashok V Subhedar (Retd.)

E-mail: subhedarashok@gmail.com

The Integrity Pact is attached as Annexure.



INTEGRITY PACT

BETWEEN

The Jute Corporation of India Limited
(Hereinafter referred to as JCI)

AND

.....

(Name and Address of the Bidder)

(Hereinafter referred to as the “Bidder”/ “Contractor”/ “Service Provider”)
and hereinafter jointly referred to as “Parties”)

Preamble

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact (IP) is made on day of the month of, 20... between, on the one hand, The Jute Corporation of India Ltd hereinafter referred to as JCI with its Registered Head Office in Kolkata acting through Shri/ Smt. Designation..... of the First Part and M/S..... represented by Shri/ Smt Designation hereinafter called the ‘Bidder’ or ‘Contractor’ or ‘Service Provider’ which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) of the Second Part.

WHEREAS JCI proposes to procure (Name of Stores/equipment/items/goods/services) and the Bidder/ Contractor/ Service Provider is willing to offer/has offered (stores/equipment /items/goods/services) and WHEREAS the Bidder/Service Provider is a private company/Public company/ Government undertaking/ Partnership etc., constituted in accordance with the relevant law in the matter and the JCI is a Central Public Sector Enterprise having its Head Office in Kolkata and Regional offices/Regional Lead DPCs and Departmental Purchase Centres across six states viz West Bengal, Bihar, Odisha, Andhra Pradesh, Assam and Tripura.

NOW THEREFORE,



To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudicial dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling JCI to obtain the desired said stores/equipment/item/goods/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption of public procurement and enabling the Bidders to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and JCI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Every Bidder is required to submit their IP, duly signed along with the bid documents in response to the Tender/Bid/EOI/RFP i.e., Request for Proposal issued by JCI and a Bid without this IP Agreement will be disqualified/rejected straightforward.

The two parties viz. JCI and the Bidder(s)/service provider hereby agree to enter into this Integrity Pact and agree as follows:

Article 1: Commitment of JCI

- (1) JCI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of JCI, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) JCI will, during the Tender process, treat all Bidder(s) with equity and reason. JCI will, in particular, before and during the Tender process, provide to all



Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(2) If JCI receives information regarding the conduct of any of its employees which constitutes an offence punishable under the Bharatiya Nyaya Sanhita, 2023 (BNS) or Prevention of Corruption Act, 1988 (PC Act) or under any other Laws for the time being in force, or is in violation of the principles herein mentioned, or if there exists substantive suspicion in this regard, JCI shall inform its Chief Vigilance Officer and may also initiate disciplinary action as per its internal 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) Capt. Anoop Kumar Sharma

E-mail: anoop21860@gmail.com

(ii) Vice Admiral Ashok V Subhedar (Retd.)

E-mail: subhedarashok@gmail.com

(2) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

(3) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Bidder(s) accepts that the Monitor(s) has the right to access without restriction to all Project documentation of JCI including, that provided by the Bidder. The Bidder will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor(s) shall be, under contractual obligation to treat the information and documents of the Bidder/Subcontractors with confidentiality.

(4) As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by JCI.

(5) JCI will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between parties. The parties will offer to the Monitor(s) the option to participate in such meetings.



- (6) The Integrity Pact shall be operated from the date IP is signed by both the parties till the completion of the contract in all respects. After award of the work, the IEMs shall look into any issue of corruption relating to the execution of the contract if specifically raised before them.
- (7) Parties signing the IP shall not approach the courts while representing the matter to IEMs and will wait for their decision in the matter.

Article 8: Duration of the Pact

- (1) The validity of this Integrity Pact shall be from date of its signing till the complete execution of the contract to the satisfaction of both JCI and the Bidder, including warranty period & Defect Liability period as the case may be, whichever is later. In case the bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- (2) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

Article 9: Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the JCI, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) In case of joint venture or partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all



- partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of IP by the sub-contractor(s). The Bidder shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Subcontractors/sub-vendors. Each sub-contractor is required to sign the IP invariably.
 - (5) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
 - (6) It is agreed as term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by JCI in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.

Article 10: Legal and Prior Rights

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



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

.....
(For and on behalf of JCI)

.....
(For and on behalf of Bidder/ contractor)

WITNESSES:

1.
(Signature, name and address)

1.
(Signature, name and address)

Place:

Dated:



FOR ANY CLARIFICATIONS ON
SUBMISSION OF TENDER

Please Contact

Marketing Manager (O&M)
The Jute Corporation of India Limited
Patsan Bhawan, Block- CF, Action Area- I,
3rd & 4th Floor, Kolkata – 700156
India

E-Mail Id: sk2824@jcimail.in

Phone no: 9088140050