

THE JUTE CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

HUDCO Building (7th Floor)

15N, Nellie Sengupta Sarani, Kolkata-700 087

Phone: 033-2252-7027/28, Fax: 033-2252-6771

Email: jci@jcimail.in Website : www.jutecorp.in

TENDER DOCUMENT

For

**HIRING OF INTERNAL AUDITORS FOR THE JUTE CORPORATION
OF INDIA LIMITED (JCI)
FOR THE FINANCIAL YEAR 2019-20**

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LAST DATE FOR BID SUBMISSION:06-05-2020TIME: 2.00 PM

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NO.: JCI/Tenders/IA/2019-20

Dated: 16.04.2020

To

Dear Sirs,

SUBJECT:NOTICE INVITING BIDS FOR HIRING OF INTERNAL AUDIT SERVICEFOR FY2019-20

1. The Jute Corporation of India Limited (JCI), a Government of India Enterprise (the implementation agency of GoI's Minimum Support Price (MSP) policy for raw jute and a trading organization in raw jute and allied products) having Head Office in Kolkata and 16 Regional Offices/ RLDs& 141 DPCs in six jute growing states , i.e- West Bengal, Bihar, Assam, Orissa, Andhra Pradesh & Tripura invites application from reputed Audit Firms (Proprietary Concern and Partnership Firms) for providing Internal Audit service to JCI for the financial year 2019-20 with an option to extend the contract by two more years on the same rate, terms & conditions by mutual consent. The audit to be conducted both on 'post-mortem' and 'concurrent' basis, as may be feasible.

(i) Date of Issue of Tender Document : 16-04-2020
(The same can also be downloaded from the website)

(ii) Last date of Submission of Tender Document : 06-05-2020
at 2.00 PM

(iii) Date of opening of Technical Bid : 06-05-2020
at 5.00 PM

2. SCOPE OF WORK: Internal Audit of JCI for the Financial year 2019-20 as per Annexure "III", with an option to extend the contract by two more years on the same rate, terms & conditions by mutual consent.

3. FEES: Fees quoted should be on lump sum basis per year, Out of Pocket Expenses at actual as subject to JCI'sTA/DA Policyand exclusive of GST as per Annexure "IV".

4. PAYMENT TERMS: Fees Payment will be made on Half Yearly Report and Reimbursement of Expenses on Monthly basis on submission of bill as per Annexure "VI".

2. ELIGIBILITY CRITERIA (certified copy of testimonial to be enclosed):

- a) The Audit Firms shall be in existence for a minimum period of five years as on due date of the Tender and have Annual Turnover of at least Rupees Twenty-Five Lakhs (Rs.25,00,000/-). For the purpose of ascertaining parameter of Turnover of the bidder, average turnover of the bidder for the previous three financial years (2016-17 to 2018-19) shall be considered. In the techno commercial bid, the bidder shall submit 'a 3rd party audit certificate of compliance' to the effect of the above.

Those Audit Firms, who will secure 50 marks and above in Technical Evaluation process as per Annexure II and Annexure VII, shall be considered for price bid opening and then, selection will be on lowest price quote basis. In case of tie in price quote, preference will be given to that firm which has got more marks in Technical Evaluation.

- b) This tender/empanelment is for the purpose of short listing of Firms only and would not carry any assurance of allotment of Internal Audit assignments from JCI.
- c) Should have Headquarters/Branch Office in Kolkata.
- d) Firms need to quote for the entire audit work or as per individual Offices/Units of JCI. The work can be allocated on the basis of individual Offices/Units of JCI.
- e) JCI reserves its right to accept or reject any application/s without assigning any reasons thereof. The decision of JCI for empanelment of/allotment of internal audit works to the Firm(s) will be final and binding upon the parties participating in the short-listing.

3. TERMS AND CONDITIONS:

- a. **Validity of Engagement:** The validity of engagement will be initially for a period of one year (Financial years from 2019-20 onwards for conducting Internal Audit) and there after renewal for up to two more years at same rates, terms and conditions, depending upon the performance and by mutual consent.
- b. **Completion of Job:** Time being the essence of the contract all the Internal Audit shall be completed within scheduled dates as defined in the Companies Act. It is also expected that the Internal Audit has to commence w.e.f the award of the work.

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- c. Payment Terms: Payment shall be released within 15 working days from the date of submission of Half Yearly bill by the Firms/Proprietorships/Individual after issuance of Internal Audit Report to the satisfaction of JCI. No advance payment shall be made.
- d. Acceptance/Rejection of Bids: The Management of JCI reserves the right to reject all or any bids without assigning any reason whatsoever.
- e. Dispute: In case of any dispute arising during execution of contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of Management of JCI will be final and binding on both the parties to the Contract.
- f. Firms/Proprietorships/Individuals who fulfil the above minimum criteria may download the Tender Document from the site www.jci.gov.in.
- g. Offer submitted without Integrity Pact will be summarily rejected without assigning any reason.
- h. Reports are to be submitted to CMD, JCI as per Annexure "III".

4. TENDER SUBMISSION:

Tender will be submitted in 'TWO' separate sealed envelopes as below: All the two (2) envelopes should be numbered clearly and super scribed with our Tender ref. number, date, Title, Bid opening Date and bidder's name and address. All two (2) envelopes to be inserted within a single envelope; however bidder should mention the related details on this envelope.

Envelope-I shall consist of Qualifying Requirements/Eligibility criteria(Annexure-I&II) documents, Technical offer, Name of firms where such services have been provided, PAN, GST/Service Tax registrations may be enclosed along with.

Envelope-II shall consist of Commercial/Price Bid (as per Annexure -IV) including commercial deviation, if any.

Above two envelopes inserted in one envelop clearly super scribing Tender details and contents inside the envelope (Envelope-I & Envelope-II) details shall be submitted by the bidder on schedule date and time as indicated in Tender.

5. TENDER OPENING:

- a) Complete Schedule/Submission Schedule
 - (i) Date of Issue of Tender Document : 16-04-2020
(The same can also be downloaded from the website)
 - (ii) Last date of Submission of Tender Document : 06-05-2020 at 2.00 PM
 - (iii) Date of opening of Technical Bid : 06-05-2020 at 5.00 PM
 - (iv) Date of opening commercial bid (will be intimated separately)

Two part bidding system shall be followed for the subject Tender.

First Part of Opening:

- b) **Envelope-I:** Un-priced/techno-commercial offer will be opened at 17.00 hours on 06-05-2020

Note:

- (i) All the supporting documents should be certified / attested by the bidder with office seal.
- (ii) In case any bidder fails to submit the documents in support of qualifying requirements (QR), the offer of the bidder shall be rejected and his commercial/price bid shall not be opened.

Second Part of Opening:

- c) **Envelope-II:** The commercial/price bids(Annexure-IV) of only those bidders who meet Qualifying Requirements shall be opened. Opening date will be published on JCI's website or will be informed separately. Tenders shall be opened in presence of bidder/s, who may wish to be present.
- d) **Submission of Bid:** The Interested parties may send their applications with all applicable attachments in sealed envelope marked with 'BID FOR HIRING OF INTERNAL AUDIT SERVICEFOR JCI FOR FY 2019-20'along-with documentary evidences in support of their details furnished above to reach this office must reach latest by 14:00 hrs. on or before 06.05.2020.

All tenders received after the notified time of closing (i.e Due Date & Time) will not be considered. JCI will not be responsible for loss of tender documents or delayed delivery for any reason whatsoever.

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The application should be addressed to:

Head – Internal Audit
Internal Audit Department,
The Jute Corpn. of India Ltd.
HUDCO Bldg. (7th Floor)
15N, Nellie Sengupta Sarani
Kolkata-700 087

Note: Application received after the above mentioned date and time will not be considered for opening.

Bidders are requested to visit our website regularly for any amendment/addendum/corrigendum/extension until last date.

6. Technical Evaluation Rejection Criteria:

- a) Bid not submitted in Two Bid system in two separate envelopes. The offers of the bidders indicating/disclosing prices in techno-commercial(un-priced bid) or at any stage before opening of price-bid shall be straightaway rejected.
- b) Telex/Telegraphic/Fax/e-Mail/Xerox/ offers and bids with scanned signature. Original bids which are not signed manually.
- c) Offers which do not confirm unconditional validity of the bid for 120 days from the date of opening of bid.
- d) Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- e) Non-submission of Integrity Pact, duly signed by the same signatory who signs the bids as required.
- f) Who will not comply with Minimum Existence period of 5 years and/or Average Annual Turnover of Rs.25 lakhs criteria (necessary documents need to be produced in support of the same)

ANNEXURE -I
(On letter head of Firm/Proprietorship/Individual)

Format of Covering letter-

Date:

To

Head – Internal Audit

Internal Audit Department,

The Jute Corpn. of India Ltd.

HUDCO Bldg. (7th Floor)

15N, Nellie Sengupta Sarani

Kolkata-700 087

Sub: BID FOR HIRING OF INTERNAL AUDIT SERVICE FOR JCI FOR FY 2019-20

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Technical Proposal and Financial Proposal in connection with the above assignment.

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. The prices quoted by us in the Financial Proposal are valid till six months from the date of opening of bid. We confirm that this proposal will remain binding upon us.
- c. Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
- d. We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.
- e. **We understand that JCI is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.**
- f. I confirm that I have authority granted by (name of the firm) to submit the proposal and to negotiate on its behalf.

Thank You,

(Name of Authorised Signatory)

Name/Office Seal of Firm

ANNEXURE -II

(On letter head of firm/Proprietorship/Individual)

PROFORMA FOR TECHNICAL BID (For conducting Internal Audit of JCI for the Financial Year 2019-20) containing the following details:

Sl. No.	PARTICULARS	DETAILS (Supporting Documents where applicable are required to be submitted along with this form)
1.	Compulsory Conditions: i) Existence for a minimum period of five years ii) Average Annual Turnover for last 3 year at least Rs.25 lakhs For the purpose of ascertaining parameter of Turnover of the bidder average turnover for the previous three financial years (2016-17 to 2018-19) shall be considered.	
2.	Year of establishment of the Firm	
3.	Partners (details) as per ICAI/ICAI(Cost) Certificates as on 01.04.2020	
4.	DISA/CISA qualified partners, if any	
5.	Branch Office details(Please mention here Names of places/cities where the Branch exist and attach extra copies of this form with similar details for each branch firm)	
6.	Names of the Chartered Accountants (ACA/FCA)/Cost Accountants (ACMA/FCMA) employed with the firm	
7.	Number of semi-qualified employees attached with the Firm (CA- Intermediate and/ or Cost-Intermediate)	
8.	Exposure of the Firm in PSUs as Statutory/Internal Auditors with specification of exposure in Jute industry, if any (Name of the PSU, Year of audit and nature of audit undertaken)	

9.	Exposure of the Firm in industries other than PSUs as Statutory/Internal Auditors, with specification of exposure in Jute Industry (Name of the Organization, Year of audit and nature of audit undertaken)	
10.	Exposure of the Firm in major non-govt. industries under Central/State Government as Statutory/Internal Auditors (Name of the PSU, Year of audit and nature of audit undertaken)	
11.	The applicant Firm of Chartered Accountants /Cost Accountants must have carried out in addition to Routine Audit, Internal/special Audits in any of the following areas : i) Direct Taxes ii) State related Taxes / VAT Audit iii) Central Excise/Service Tax /GST iv) Physical verification of Fixed Assets and Inventories The above are only illustrative and not comprehensive/exhaustive.	
11.	Brief Resume of the Firm (please submit an Attachment)	
12.	Registration Certificate issued by ICAI /ICAI(Cost)	

The above technical proposal also includes

1. Proposed Overall in charge for the assignment (Partner):
2. Proposed Total Audit Days to be spent for the Assignment (from the date of receipt of engagement letter):
3. Proposed Team for the assignment (keeping in view the scope of work, coverage etc):

Level	Educational Qualification	Key Responsibilities or Task Assigned	Number of Man-days estimated for task completion
In-Charge	Partner (FCA/FCMA/ACA/ACMA)	Finalisation	
Team Leader	(FCA/FCMA/ACA/ACMA)	Pre-Finalisation, Checking	

Team Member	Semi Qualified	Collation, Compilation, Consolidation	
Team Member	Support Staff /Articled Clerk	Routine Checking	

4. Description of Approach & Work Plan ---

a. Technical Approach --

- i) Note on Firm's Understanding of the assignment
- ii) Books of Accounts / Registers / Records to be checked in general
- iii) Statements and Reports to be prepared

b. Work Plan

ANNEXURE -III

SCOPE OF WORK FOR INTERNAL AUDITORS

The Internal Audit will be carried out of the following offices/units of the Company as per agreed audit plan on both 'post-mortem' and 'concurrent' basis, as may be feasible:

1	Coverage of audit	Policy implementation & Process Flow Internal Control System Functions in operation Transaction Audit Fixed Asset & Inventory IT/EDP System
2	Period to be covered Head Office Regional Office (14)/ RLDs and covering at least 50% DPCs under each RO on year to year rotational basis. Retail Outlet 'Sonali'	Financial year 2019-20 2 Half Yearly Reports + 2 concurrent reports, for post engagement period One report on each RO and submission of report immediately after visit. 2 Half Yearly reports. In all cases Reports to be submitted within 7 working days after completion of audit.
3	Scope of audit	As per audit program given below

SUGGESTIVE AUDIT PROGRAMME:

Following would be the illustrative scope covered for Head Office.

FUNCTIONS	AREAS	REVIEW OF SUB-PROCESSES
IT System	IT Processes and Role of IT Department in various functions	-Tendering process through JCI site and process of awarding work orders/contracts. -IT System, Process Flow, Security System in general and for LAN and WAN as applicable.

		<ul style="list-style-type: none"> -IT processes for specific functions like Finance, Admin, Marketing etc. -Review of IT related contracts, AMCsetc.
MARKETING	Marketing function for procurement and Sale of raw jute and other products	<ul style="list-style-type: none"> -Procurement process of raw jute under MSP and Commercial operation and payment therefor. - Procurement process of other products and payment therefor - Sale process of raw jute under B-twill orders/tendering etc. and collection of consideration therefor. - Memorandum of Agreements with suppliers and customers -Export/Import process if any of merchandise and capital goods -Insurance -Total Godown Rent Payment Status thereon Under DPCs -Claims Payable Status -Lorry Freight and Market Levy under DPCs - Debtor and Creditor Account Balances -Lifting status of materials -Carrying Charge & Collection thereof - Settlement of accounts with Suppliers and Customers. - Stock Verification and reporting/reviewing the variations, if any. - The above processes should include inter-alia Purchase & Sales Invoice checking. Collection of sales proceeds. Operation of Letter of Credit & its discounting. Transporter selection & its payment. Scope of improvement - JDP /TTD related operations.

		<ul style="list-style-type: none"> - Preparation of Bank Reconciliation Statement - Defining and adhering to Cash Levels & Holding - Short Term Deposits and related interest review - Short Term Bank Loan and related interest -Fund Management system review -Remittances from HO to RO -Cash inflow/outflow -Cash withdrawal, authorization & its controls - Cash holding pattern and its justification.
REGULATORY (**)	<p>LAW / SECRETARIAL DEPARTMENT</p> <p>HINDI DEPARTMENT</p> <p>CORPORATE SOCIAL RESPONSIBILITY (CSR) DEPARTMENT</p> <p>FINANCE DEPT.</p>	<ul style="list-style-type: none"> -Review of status of legal pending cases -Empanelment of Lawyers and their payments - Compliance of RoC requirement and statutory requirements <p>Compliance to Regulatory requirements of Annual program for transacting the official work of the union in Hindi issued by the Department of Official Language</p> <p>Review of CSR activities as per CSR committee guidelines</p> <p>Timely deposit of dues and returns, i.e. TDS,TCS,Corporate Tax, Service Tax, Sales Tax/VAT , GST</p> <p>Year wise Details relating to Taxation Matters.</p> <p>Verification of Accounting entries of transactions on random sampling basis and application of financial/accounting</p>

		<p>policies as well as financial prudence.</p> <p>Contingent Liability Project Accounting related matters.</p>
OTHERS	CORPORATE COMMUNICATIONS	Corporate Advertisement release process and their payments

Notes: In all cases the Checking range will be at least 20 to 25% of cases/transaction covered in the audit period.

The above list is exemplary, not exhaustive and includes certification by internal auditors wherever required for submission to Government and / or other authorities.

B. Following would be the scope covered for RLDs/ Regional and DPCs:

Procurement system	<p>System review-</p> <p>Verifications of Purchase Memos</p> <p>Qualitative controls</p> <p>Quantitative controls</p> <p>Adherence to JCI norm regarding gradation, quality assurance, Benchmarking.</p> <p>Scope of improvement in procurement system</p>	<p>System</p> <p>Transaction</p> <p>”</p> <p>”</p> <p>”</p>
Payment procedure	<p>Scope for improvement in system –</p> <p>Checking of cash memos with Cash book</p> <p>Note alterations if any in the books and verify reasons – 100% verification.</p>	<p>System</p> <p>Transaction</p>
Delivery system	<p>Study gap between Delivery Instruction and actual delivery-reason for delay, if any.</p> <p>Selection of transporter for effecting delivery.</p> <p>Promptness of sending Documents to HO</p>	<p>Transaction</p> <p>Transaction</p> <p>System</p>

Employees Payments	Tour , TA & DA-authorisation Medical payments Advances & recovery	Transaction ” ”
Cash management	Cash Indenting system Cash inflow / outflow Cash withdrawal, authorization & its controls Cash holding pattern and its justification	System Transaction
Accounting	Maintenance of accounts/ adequacy of books& records. Regularity in preparing statement of accounts/ BRS	System
Reconciliation	Reconciliation of RO balances with HO on various accounts. Periodicity of such reconciliation.	System
For Retail Outlet Sonali	The Business Process, Policy implantation, Transactions, Accounting, Business volume, Suggestion for Improvements etc.	

In all cases at least 40% cases/transactions to be covered, if not otherwise mentioned against item.

ANNEXURE -IV

PRICE-BID

(On letter head of Firm/Proprietorship/Individual)

PROFORMA FOR COMMERCIAL/PRICE BID (For conducting Internal Audit of JCI for FY 2019-20).

Sl. No.	Particulars	Rate (Rs)	Amount in words
1	Fees for Audit work for the period..... a. Head Office – Kolkata b. RLDs/ Regional Offices along with DPCs - 16 Sets c. Retail Outlet for Diversified Jute Products, named 'Sonali'		
2	Out of Pocket Expenses Payable at actual subject to JCI's Travelling rules	Not to Quote	
3	Goods and Service Tax as applicable		
4	TOTAL AMOUNT		

Signature: _

Name & Designation of the Authorized Signatory: ____

Seal of the Firm/Proprietorship/Individual: ____

Date: _____ Place: _____

ANNEXURE -V

LIST OF RLDs/ REGIONS/DPCs of JCI

Sr. No.	Head Office/Regions/ RLDs	Locations of DPCs attached to each RLDs/ Region
1	Head Office	
2	Kolkata RLD	List of DPCs may be referred from JCI Website www.jutecorp.in
3	Krishnanagar	
4	Bethuadahari	
5	Berhampore	
6	Tulshihata RLD	
7	Siliguri	
8	Coochbehar	
9	Forbesganj RLD	
10	Guahati	
11	Jhuria	
12	Gouripur	
13	Bhadrak RLD	
14	Parvatipuram	
15	Agartala	
16	Retail Outlet Sonali	

ANNEXURE -VI

(On letterhead of Firm/Proprietorship/Individual)

(a) PROFORMA OF INVOICE(For conducting Internal Audit of JCI for the Financial Year 2019-20)

Sl. No.	Particulars	Rate (Rs)	Amount in words
1	Fees for Audit work for the period and for the Office of JCI		
2	Out of Pocket Expenses at actual subject to JCI Travelling rules		
3	Goods and Service Tax as applicable		
4	TOTAL AMOUNT		

Signature:

Name & Designation of the Authorized Signatory:

Seal of the Firm/Proprietorship/Individual:

Date:

Place:

(b) Travel Eligibility--

- 1)Partner/Proprietor of Firm: As applicable for GM/Chief in JCI
- 2)Qualified Assistant: As applicable for Manager in JCI
- 3)Semi-qualified Assistant: As applicable for Dy. Manager in JCI
- 4)Any Other Audit Assistant: As applicable for Asst. Manager in JCI

ANNEXURE -VII
FORMAT FOR TECHNICAL EVALUATION

SL. NO.	PARTICULARS	POINTS TO BE ALLOTTED	MAXIMUM POINT
1.	a) Year of Establishment of the Audit Firm b) Average Turnover	1 Point per year beyond 5 years 1 Point for every Rs. 5 lakhs turnover (not in part) beyond Rs.25 lakhs	Maximum 10 Points Maximum 10 Points
2.	a) No. of Partners or b) Sole Proprietorship Firm	a. 3 Point per Partner b. 1 point per 2 year of experience for Sole proprietor	Maximum 10 points
3.	DISA/CISA qualified partner	2 Point per Partner	Maximum 10 points
4.	Head Office at same city of our Head Office and Branch Offices at same cities of our RLDs/ Regional Offices (Particulars of each branch to be given)	a. 5 Point for HO in Kolkata b. 1 point per Branch in JCI's RO cities	Maximum 10 points
5.	No. of qualified assistants (Chartered / Cost Accountants) employed with the Firm	2 Points per Qualified Assistants	Maximum 12 Points
6.	No. of Semi-qualified Assistants (Chartered/Cost Accountants) employed with the Firm	1 point per Semi qualified Assistant.	Maximum 6 points
7.	Exposure of the Firm in PSU Company under Central/State Govt. as Statutory/Internal Auditor	2 Points per year of Audit + 1 point per year for exposure in Jute Industry.	Maximum 12 points
8.	Exposure of the Firm in other than PSU as Statutory/Internal Auditor	1 Points per year of Audit + 1 point per year for exposure in Jute Industry.	Maximum 12 points
9.	Experience in special assignments preferably in PSUs 6.1 Tax Audits 6.2 VAT Audits 6.3 Central Excise/Service Tax matters / GST Implementation 6.4 Physical verification of Fixed Assets	 2 Points 2 Points 2 Points 2 Points	 Maximum 08 points

ANNEXURE VIII

INTEGRITY PACT

Between

The Jute Corporation of India Ltd., hereinafter, referred to as "JCI", and
..... hereinafter referred to as "Service Provider"

Preamble

WHREAS, JCI is a CPSE with it's Registered and Head Office in Kolkata and RLDs/ Regional Offices and Departmental Purchase Centres across 6 States, viz., West Bengal, Bihar, Orissa, Andhra Pradesh, Assam and Tripura.

And

WHEREAS, JCI values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Principals.

In pursuance, thereto, the following clauses of the Integrity Pact will be applicable and this document shall be deemed to be an integral part of the Agency Agreement between us.

In order to achieve this goal, JCI may seek cooperation of the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, JCI may appoint an external independent Monitor who will monitor the tender/auction/e-auction/e-sale/e-booking process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of JCI

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 family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) JCI will, during the tender/auction/e-auction/e-sale/e-booking process, provide to all Buyer(s)/Vendor(s) the same information and will not provide to any Buyer/Vendor confidential/additional information through which the Buyer/Vendor could obtain an advantage in relation to the tender/auction/e-auction/e-sale/e-booking process or the contract execution.
- c) JCI will exclude from the process all known prejudiced persons.

If JCI obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, JCI will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Service Provider

The Service Provider commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender/auction/e-auction/e-sale/e-booking/e-procurement process and during the contract execution.

- i) The Service Provider will not, directly or through any other person or firm, offer, promise or give to JCI or to any of JCI's employees involved in the tender/auction/e-auction/e-sale/e-booking process or the execution of the contract or any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- ii) The Service Provider will not enter with other Buyer(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- iii) The Service Provider will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Service Provider will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by JCI as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- iv) The Service Provider will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- v) The Service Provider 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 Service Provider/Bidder, before contract award, has committed a serious transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility as Service Provider into question, JCI is entitled to disqualify the Buyer from the tender/auction/e-auction/e-sale/e-booking process or to terminate the contract, if already signed, for such reason.

- i) If the Service Provider has committed a serious transgression through a violation of Section 2 above such as to put his reliability or credibility into question, JCI is entitled also to exclude the Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Buyer and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- ii) If the Service Provider can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, JCI may revoke the exclusion prematurely.
- iii) A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

Section - 4 Compensation for Damages

1. If JCI has disqualified the Buyer from the tender/auction/e-auction/e-sale/e-booking process prior to the award according to Section 3 above, JCI is entitled to demand from the Buyer liquidated damages equivalent to 3% of the value of the offer.

2. If JCI has terminated the contract according to Section 3, or if JCI is entitled to terminate the contract according to Section 3, JCI shall be entitled to demand from the Service Provider liquidated damages equivalent to 5% of the contract value.
3. If the Service Provider can prove that the exclusion of the Service Provider from the tender/auction/e-auction/e-sale/e-booking process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Service Provider has to compensate only the damage in the amount proved. If JCI can prove that the amount of the damage caused by the disqualification of the Service Provider before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

Section - 5 Previous Transgression

1. The Service Provider declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Service Provider makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section - 6 Equal treatment of all Service Providers/Bidders

1. The Service Provider undertakes to demand from all subcontractor(s) a commitment consistent with this Integrity Pact, and to submit it to JCI before contract signing.
2. JCI will enter into agreements with identical conditions as this one with all Buyer(s), Vendor(s).
3. JCI will disqualify from the tender process all Service Providers/Bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Service Provider

If JCI obtains knowledge of conduct of a Service Provider or of an employee or a representative or an associate of a Service Provider, which constitutes corruption, or if JCI has substantive suspicion in this regard, JCI will inform the Central Vigilance Office.

Section - 8 External Independent Monitor

1. JCI may appoint competent and credible External Independent Monitor for this Pact. In such case 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 functions neutrally and independently. He reports to the Chairperson of the Board of JCI.

3. The Monitor has the right of access without restriction to all Project documentation of JCI. The Vendor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Service Provider with confidentiality.
4. JCI will provide to the Monitor sufficient information about all meetings among the parties related to the project provided as meetings could have an impact on the contractual relations between JCI and the Service Provider. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of JCI and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard subject 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.
6. The Monitor will regularly submit a written report to the Chairperson of the Board of JCI and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Service Provider 12 months after the last payment under the respective contract, and for all other Service Providers 6 months after the contract has been awarded.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of JCI.
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.

For JCI

For Service Provider

Place: _____

Witness 1: _____

Date: _____

Witness 2: _____