

(Format of Integrity Pact)

(To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)

PRE CONTRACT INTEGRITY PACT

Between

CVPP(P) Limited, a company incorporated under the Companies Act 1956 and having its registered office at Chenab Jal Shakti Bhavan, Opposite Saraswati Dham, Rail Head Complex, Jammu -180012 (J&K), hereinafter referred to as "The Employer" which expression shall mean and include, unless the context otherwise requires, his successors, executors, administrators, agents and permitted assigns of the **first part**.

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at _____ represented by Shri _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors executors, administrators, agents and permitted assigns of the **second part**.

WHEREAS the Employer has floated the tender (NIT NO.....) and intends to award under laid down organisational procedures, contract/s for (Name of the work/goods/services) hereinafter referred to as the contract.

AND WHEREAS the Employer values the full compliance with all the relevant laws of the land, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and contractors (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement'(hereinafter referred to as "INTEGRITY PACT"), the terms and conditions of which shall also be read as integral part and parcel of the tender/bid document and Contract between the parties.

NOW, THEREFORE,

In consideration of the mutual covenants contained in this pact, the parties hereby agree as follows and this Pact witnesses as under:

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Employer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling the Bidder(s)/ Contractor(s) 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 the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 COMMITMENTS OF THE EMPLOYER:

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/ Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/ Contractors alike, and will provide to all the Bidders/ Contractors the same information and will not provide any such information to any particular Bidder/ Contractor which could afford an advantage to that particular Bidder/ Contractor in comparison to other Bidders/ Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 COMMITMENTS OF THE BIDDER(S)/ CONTRACTOR(S):

The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to

observe the following principles during participation in the tender process and during contract execution:

- 3.1 The Bidder(s)/ Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/ Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/ Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any/all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.
- 3.5 Deleted
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/ Contractor shall not use improperly for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/ Contractor also undertake to exercise due and adequate care lest any such information is divulged.

- 3.10 The Bidder(s)/ Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/ Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Employer or alternatively, if any relative of an officer of the Employer has financial interest/ stake in the Bidder(s)/ Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/ Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 3.13 The Bidder(s)/ Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.14 The representative of the Bidders/ Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.15 In case of sub-contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

4.0 PREVIOUS TRANSGRESSION:

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.
- 4.2 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 as deemed fit by the Employer.

5.0 EARNEST MONEY (SECURITY DEPOSIT):

The provision regarding Earnest Money/ Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 SANCTIONS FOR VIOLATIONS:

- 6.1 Any breach of the aforesaid provisions before award or during execution by the Bidder/ Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question. Shall entitle the Employer to take action as per the procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annex-A** and initiate all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/ Contractor. However, the proceedings with the other Bidder(s)/ Contractor(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 either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/ Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/ rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/ Contractor.
- (iv) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/ Contractor from participating in future bidding processes of CVPP(P) Limited as per provisions of “**Guidelines on Banning of Business Dealings**” of CVPP(P) Limited (**Annex-A**), which may be further extended at the discretion of the Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/ Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/ operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/ Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/ Contractor), 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.

6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/ Contractor shall be final and conclusive on the Bidder/ Contractor. However, the Bidder/ Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 INDEPENDENT EXTERNAL MONITOR(S):

7.1 The Employer has appointed Independent External Monitors (hereinafter referred

to as monitors) for this Pact in consultation with the Central Vigilance Commission.

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 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 right to access records should only be Limited to the extent absolutely necessary to investigate the issue related to the subject tender/ contract.
- 7.5 As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform MD, CVPP(P) Limited and request CVPP(P) Limited 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.
- 7.6 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-contractor(s) with confidentiality. The monitor has also signed declaration on 'Non- Disclosure Agreement' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD, CVPP(P) Limited and recuse himself/ herself from that case.
- 7.7 The Employer will provide to the Monitor 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 parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the MD, CVPP(P) Limited within 8 to 10 weeks from the date of reference or intimation to him by the Employer/ Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word 'Monitor' would include both singular and plural.

8.0 FACILITATION OF INVESTIGATION:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/ Contractor and the

Bidder/ Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 GOVERNING LAWS AND JURISDICTION:

Unless otherwise hereinafter provided, the Pact shall be governed by, construed & Interpreted in accordance with the laws of UT of J&K and Laws of Union of India (as applicable to the UT of J&K).

Amendments, if any effected by the Government (Central and/or UT) to the laws shall invariably be applicable to the Pact to the extent of their applicability to the UT of J&K.

In case of any dispute in relation to any matter or action arising out of Pact or which may arise at any time, the courts of Jammu and Kashmir at Jammu shall have the jurisdiction to deal with the same.

The place of performance and jurisdiction is registered office of the Employer i.e Jammu (J&K).

The Arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under the Integrity Pact.

10.0 OTHER LEGAL ACTIONS:

- 10.1 The actions stipulated in this Integrity Pact 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.
- 10.2 Changes and supplements as well as termination notice need to be made in writing.
- 10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/ joint venture.

11.0 VALIDITY:

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/ Contractor/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 11.2 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.

- 11.3 Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
- 11.5 If any claim is made/lodged during the time, the same shall continue to be valid despite the lapse of this Pact, unless it is discharged/determined by the competent Authority, CVPPPL.

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

For & On behalf of the Employer
(Office Seal)

Place: _____

Date: _____

Witness

1. _____

(Name and address)

2. _____

(Name and address)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place: _____

Date: _____

Witness

1. _____

(Name and address)

2. _____

(Name and address)