

Integrity Pact

(If stipulated in TIS)

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Integrity Pact for Tender Document No.

This Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ____ 202_ at _____, India.

BETWEEN

Procuring Organization, *Central University of Haryana, Mahendragarh* through the Registrar, *Central University of Haryana, Mahendragarh*, (hereinafter called the "The Registrar", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/ s. _____ (hereinafter called the "The Bidder/ Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

'The Registrar' intends to award, under laid down organizational procedures, contract/ s for _____, 'The Registrar' values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Registrar shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Registrar'

- 1) 'The Registrar' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - (a) No employee of the Registrar, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Registrar shall, during the tender process, treat all Bidder(s) with equity and reason. The Registrar shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Registrar shall exclude from the process all known prejudiced persons.
- 2) If the Registrar obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Registrar shall inform the Chief Vigilance Officer and, in addition, can initiate disciplinary actions.

Section 2 - Commitments of the 'Bidder/ Contractor'

Date :

Signature with Stamp of Bidder

- 1) The 'Bidder/ Contractor' commit themselves to take all measures necessary to prevent corruption. The 'Bidder/ Contractor' commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The 'Bidder/ Contractor' shall not, directly or through any other person or firm, offer, promise, or give to any of the Registrar's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Registrar as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign Registrars, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed in Appendix to this agreement.
 - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
 - f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Registrar is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- 1) If the Registrar has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Registrar is entitled to demand and

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recover from 'Bidder/ Contractor' the damages equivalent to Earnest Money Deposit/ Bid Security.

- 2) If the Registrar has terminated the contract according to Section 3, or if the Registrar is entitled to terminate the contract according to Section 3, the Registrar shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- 1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1) In the case of Sub-contracting, the Registrar Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.
- 2) The Registrar shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3) The Registrar shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Registrar obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Registrar has substantive suspicion in this regard, the Registrar shall inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Registrar appoints a competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organisation.
- 3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Registrar, including that provided by the contractor. The Contractor shall also grant the Monitor, upon his

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request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organisation and recuse himself/ herself from that case.
- 5) The Registrar shall 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 Registrar and the contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the University and request the Management to discontinue or take corrective action or to take other relevant action. The monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Head of the Procuring Organisation within 8 to 10 weeks from the date of reference or intimation to him by the Registrar and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Head of the Procuring Organisation, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organisation has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

Section 10 - Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Registrar, i.e., Mahendragarh.
- 2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.

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- 3) If the contractor 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 shall strive to come to an agreement with their original intentions.
- 5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.
- 7) For and on behalf of the Registrar

Assistant Registrar
Central University of Haryana
For and on behalf of 'University'

(Name of the Officer and Designation)
(Office Seal)
For and on behalf of the Registrar

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Date :

Signature with Stamp of Bidder