

**RESTRICTED**

**JOB NO 0331/2024-25 (S&C)**

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**JOB NO 0331/2024-25 (S&C) : SUPPLY AND CONSTRUCTION 'A' VEH RAMP  
AT POKARAN**

**TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORIZED TO  
SIGN THE RELEVANT CONTRACT ON BEHALF OF DEF WKS (OP WKS)**

This integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_  
day of \_\_\_\_\_

**BETWEEN**

President of India represented through Commanding Officer 107 Engineer Regiment, C/O 56  
APO. (Hereinafter referred to as the (JOB NO 0331/2024-25 (S&C))

'Principal/Owner', which expression shall unless repugnant to the meaning of context  
hereof include its successors and permitted assigns)

AND

.....

(Name and address of the Bidder/ Contractor)

Through.....(Hereinafter referred to as the)  
(Details of duly authorized signatory)

"Bidder/ Contractor" and which expression shall unless repugnant to the meaning or  
context here of include its successors and permitted assigns.)

Preamble

`Whereas the Principal/Owner has floated the Tender (JOB NO 0331/2024-25 (S&C))  
(hereinafter referred to as 'Tender/Bid') and intends to award under laid organized procedure,  
contract for Hereinafter to as the "Contract"

AND

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Whereas the Principal/Owner values full compliance with all the relevant laws of the land, rules regulations, economic use of resources and of fairness/transparency in its relation with its bidders(s) and Contractor(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" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/ Bid documents and Contract between the parties.

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

**1. Commitment of the Principal/Owner: -**

(a) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(i) No employee of the Principal/Owner, 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.

(ii) The Principal/Owner will, during the Tender process, treat all bidder(s) with equity and reason. The Principal/Owner 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.

(iii) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(b) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**2. Commitment of the Bidder(s)/Contractor(s): -**

(a) It is required that each Bidder/Contractor (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.

(b) The Bidder(s)/ Contractor(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)/Contractor(s) will not, directly or through any other person or firm, offer, promise, or give any of the Principal/Owner'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)/Contractor(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 actions to restrict competitiveness or to cartelize in the bidding process.

(iii) The Bidder(s)/Contractor(s) will not commit any offence under relevant IPC/PC Act. Further, the Bidder(s)/Contractor(s) will not use improperly, (for the purpose the competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

(iv) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid 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)/Contractor(s) will, when presenting his bid, disclose 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.

(c) The Bidder(s)/Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

(d) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful 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.

(e) The Bidder(s)/Contractor(s) will not, directly or through any other person of 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 be fall upon a person, his/ her reputation on property to influence their participation in the tendering process).

**3. Consequences of Breach :-**

Without prejudice to any rights that may be available to the Principal/ Owner under law or the contract or its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this integrity pact by Bidder(s)/ Contractor(s) and the Bidder/Contractor accepts or undertake to respect and uphold the Principal/ Owner absolute right.

(a) If the Bidder(s)/Contractor(s) either before award or during execution of contract has committed transgression through a violation of para 2 above or in any other form, such as to put his reliability or credibility in question, the principal/owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/determine 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 principal/owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(b) **Forfeiture of EMD / Performance Guarantee/Security Deposit:** if the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the contract or terminated/determine the contract or has accrued the right to terminate/determine the contract according to para 3(a), the Principal/Owner apart from exercising any legal rights that may have accrued the Principal/Owner may in its considered opinion forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Security Deposit of the Bidder/Contractor.

(c) **Criminal liability:** if the Principal/Owner 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 IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**4. Previous transgression**

- (a) The Bidder declares that no previous transgressions occurred in the last 5 years with any other company in any country conforming 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.
- (b) 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/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- (c) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

**5. Equal Treatment of all Bidders/Contractor/Subcontractors: -**

- (a) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/pact by any of its subcontracts/sub-vendors.
- (b) The Principal/Owner will enter into pacts on identical terms as this one with all Bidders and Contractors.
- (c) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed pact between the Principal/Owner and the Bidder along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**6. Duration of the pact**

This pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor after the final payment under the contract has been made or till the continuation of defect liability period, whichever is more and for all other Bidders till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the laps of this pact has specified above, unless it is discharged/determined by the competent authority.

**7. Other provisions**

- (a) **This pact is subject to Indian law, place of performance and jurisdiction is the Headquarters of the formation of the Principal/Owner who has floated the Tender.**
- (b) Changes and supplements need to be made in writing. Side agreement have not been made.

(c) If the Contractor is a 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.

(d) 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.

(e) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

**8. Legal and prior Rights**

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/Contract documents with regard any of the provisions covered under this integrity Pact.

**9. Independent Monitors**

(a) Any complaint with regard to violation of IP whenever received will be referred to the independent monitors for their comments/enquiry.

(b) The task of the Monitor is to review independently and objectively, any complaint received with regard to violation of integrity Pact and offer comments or carry out enquiry as deemed fit.

(c) That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.

(d) That the Bidder/Contractor accepts that if the Monitor needs to access any records then the Monitor shall have the right to access without restriction to all project. Documentation of the Principal/Owner 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 including minutes of meeting the same is applicable to sub-contractor and Associates. The Monitor is under obligation to treat the information and documents of the Principal/Owner and Bidder/Contractor/Sub Contractor/Associates with confidentiality.

(e) That if the Monitor has reported to the Principal/Owner a substantiated suspicion of an offence under relevant Anti-Corruption laws if India and the Principal/Owner has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit information directly to the Central Vigilance Commissioner, Government of India.

(f) The word Monitor would include singular and plural.

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(For and on behalf of Principal/Owner)

-----  
(For and on behalf of Bidder/Contractor)

WITNESSES:-

1. \_\_\_\_\_  
(Signature, Name and Address)

2. \_\_\_\_\_  
(Signature, Name and Address)

Place :

Date :

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**JOB NO 0331/2024-25 (S&C)**

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**INTEGRITY PACT**

To,

M/S \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**JOB NO 0331/2024-25 SUPPLY AND CONSTRUCTION 'A' VEH RAMP  
AT POKARAN**

**Dear Sir,**

It is hereby declared that 107 Engineer Regt is committed to follow the Principle of transparency, equity and competitiveness in public procurement.

The subject inviting Bid is an invitation to offer made on the condition that the Bidder will sign the integrity pact which is integral part of Tender/bid documents, filling which the Tender/Bidder will stand disqualified from the tendering process and the Bid of this Bidder be summarily rejected.

This declaration shall form part and parcel of the integrity pact and signing of the same shall be deemed as acceptance and signing of the integrity pact on behalf of Engineer Branch.

Yours faithfully,

Commanding Officer  
107 Engr Regt  
Pin 914107  
C/o 56 APO

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**INTEGRITY PACT**

To,

Commanding Officer  
107 Engr Regt  
Pin 914107  
C/o 56 APO

**SUBMISSION OF TENDER FOR THE WORK OF SUPPLY AND CONSTRUCTION 'A' VEH  
RAMP AT POKARAN**

I/We acknowledge that 107 Engineer Regt is committed to follow the principles thereof as enumerated in the integrity Agreement enclosed with the Tender/Bid document.

I/We agree that the inviting Job No 0331/2024-25 (S&C) is an invitation to offer made on condition that I/We will sign the enclosed integrity Agreement, which is an integral part of Tender documents, failing which I/We will stand disqualified from the Tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the inviting Bid.

I/We confirm acceptance and compliance with the integrity Agreement in letter and spirit and further agree that execution of the said integrity Agreement shall be separate and distinct from the main contract, which will come into existence when Tender/Bid is finally accepted by Engineer Branch. I/We acknowledge and accept the duration of the integrity Agreement which shall be in the line with Para 1 of the enclosed integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the integrity Agreement, while submitting the Tender/Bid shall have unqualified, absolute, and unfettered right to disqualify the Tenderer/Bidder and reject the Tender/id in accordance with terms and conditions of the Tender/Bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

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