PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month 20 , between, the **Chhattisgarh State Co-operative Marketing Federation Ltd.** acting through Shri _____(Designation of the officer, Department) (hereinafter called the "**BUYER/PRINCIPAL**", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (Name of the Stores/Equipment/Work/Service/Materials) and M/s._____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the **"BIDDER/SELLER/CONTRACTOR"**, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER/SELLER/CONTRACTOR is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER/PRINCIPAL is a Registered Co-operative Society under the provisions of Chhattisgarh Co-operative Societies Act, 1960 performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER/PRINCIPAL and the BIDDER/SELLER/CONTRACTOR agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, 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 Contract to be entered into with a view to:-

2.1. Enabling the BUYER/PRINCIPAL to obtain the desired Stores/Equipment/Work/Service/Materials 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.

2.2. Enabling BIDDER/SELLER/CONTRACTOR to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER/PRINCIPAL will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER/PRINCIPAL

The BUYER/PRINCIPAL commits itself to the following:-

3.1. The BUYER/PRINCIPAL undertakes that no official of the BUYER/PRINCIPAL, connected directly or indirectly with the contract, will demand, take 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/SELLER/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.

3.2. The BUYER/PRINCIPAL will, during the pre-contract stage, treat all BIDDER/SELLER/CONTRACTORs alike, and will provide to all BIDDER/SELLER/CONTRACTORs the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR in comparison to the other BIDDER/SELLER/CONTRACTORs.

3.3. All the officials of the BUYER/PRINCIPAL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

4. COMMITMENTS OF BIDDER/SELLER/CONTRACTORS

The BIDDER/SELLER/CONTRACTOR commits itself 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 itself to the following:-

4.1. The BIDDER/SELLER/CONTRACTOR 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 BUYER/PRINCIPAL, connected directly or indirectly with the biding 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.

4.2. The BIDDER/SELLER/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 BUYER/PRINCIPAL or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER/SELLER/CONTRACTOR further confirms and declares to the BUYER/PRINCIPAL that the BIDDER/SELLER/CONTRACTOR is the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER/PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER/SELLER/CONTRACTOR, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER/PRINCIPAL 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.

4.5. The BIDDER/SELLER/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.

4.6. The BIDDER/SELLER/CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER/SELLER/CONTRACTOR shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER/PRINCIPAL as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/SELLER/CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/SELLER/CONTRACTOR shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/SELLER/CONTRACTOR 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 of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify B1DDER's exclusion from the tender process.

5.2. If the BIDDER/SELLER/CONTRACTOR makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/SELLER/CONTRACTOR while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER/PRINCIPAL through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of..

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the (BUYER/PRINCIPAL) on demand within
three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER/PRINCIPAL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP/Tender Documents).

6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER/SELLER/CONTRACTOR and BUYER/PRINCIPAL, including warranty period, whichever is later.

6.3. In the case of successful BIDDER/SELLER/CONTRACTOR, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER/PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER/PRINCIPAL to the BIDDER/SELLER/CONTRACTOR on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER/SELLER /CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR) shall entitle the BUYER/PRINCIPAL to take 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/SELLER/CONTRACTOR. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER/PRINCIPAL and the BUYER/PRINCIPAL 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/SELLER/CONTRACTOR.

(iv) To recover all sums already paid by the BUYER/PRINCIPAL, and in case of the Indian BIDDER/SELLER/CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of_____ (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER/PRINCIPAL in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished *by* the BIDDER/SELLER /CONTRACTOR, in order to recover the payments, already made by the BUYER/PRINCIPAL, along with interest.

(vi) To cancel all or any other contracts with the BIDDER /SELLER /CONTRACTOR and the BIDDER/SELLER /CONT RACTOR shall be liable to pay compensation for any loss or damage to the BUYER/PRINCIPAL resulting from such cancellation/rescission and the BUYER/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER /CONTRACTOR.

(vii) To debar the BIDDER/SELLER/CONTRACTOR from participating in future bidding processes of the BUYER/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the BUYER/PRINCIPAL.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR(s) to *any* middlemen or agent or broken 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 the BUYER/PRINCIPAL with the BIDDER/SELLER/CONTRACTOR, the same shall not be opened.

(x) If the BIDDER/SELLER/CONTRACTOR or any employee of the BIDDER/SELLER/CONTRACTOR or any person acting on behalf of the BIDDER/SELLER/CONTRACTOR, either directly or indirectly, is closely related to any of the officers of the BUYER/PRINCIPAL, or alternatively, if any close relative of an officer of the BUYER/PRINCIPAL has financial interest/stake in the BIDDER /SELLER/CONTRACTOR's firm, the same shall be disclosed by the BIDDER/SELLER/CONTRACTOR at the time of tilling of tender. Any failure to disclose the interest involved shall entitle the BUYER/PRINCIPAL to rescind the contract without payment of *any* compensation to the BIDDER/SELLER/CONTRACTOR.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant

(xi) The BIDDER/SELLER/CONTRACTOR 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 BUYER/PRINCIPAL, and if he does so, the BUYER/PRINCIPAL shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER/PRINCIPAL resulting from such rescission and the BUYER/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER /CONTRACTOR.

7.2. The decision of the BUYER/PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SELLER/CONTRACTOR can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SELLER/CONTRACTOR undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER/SELLER/CONTRACTOR to any other Department of the Government of Chhattisgarh 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 he refunded by the BIDDER/SELLER/CONTRACTOR to the BUYER/PRINCIPAL, if the contract has already been concluded.

9. INDEPENDENT' MONITORS

9.1. The BUYER/PRINCIPAL will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. 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.

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

9.4. 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 Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SELLER/CONTRACTOR Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by *the* BUYER/PRINCIPAL.

9,6. The Monitor will submit a written report to the designated Authority of BUYER/PRINCIPAL/Secretary of the BUYER/PRINCIPAL within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/PRINCIPAL/BIDDER/SELLER/CONTRACTOR and, should the occasion arise, submit proposals for correcting problematic situations.

10. **FACILITATION OF INVESTIGATION**

in case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER/PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR and the BIDDER/SELLER/CONTRACTOR shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER/PRINCIPAL i.e at **RAIPUR Chhattisgarh**.

12. **OTHER LEGAL ACTIONS**

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 any other law in force relating to any civil or criminal proceedings.

13. **VALIDITY**

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER/PRINCIPAL and the BIDDER/SELLER/CONTRACTOR whichever is later, In case BIDDER/SELLER/CONTRACTOR is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; *the* remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at ..... on.....

BUYER/PRINCIPAL BIDDER/SELLER/CONTRACTOR
Name of the Officer
CHIEF EXECUTIVE OFFICER/AUTHORISED SIGNATORY
Destination
Chhattisgarh State Co-operative Marketing Fed.Ltd.

Witness	**Witness**
1) _____	**1)** _____
2) _____	**2)** _____