

Annexure G
Pre-Contract Integrity Pact

(This has to be submitted in the non-judicial Stamp Paper of Rs.500)

Subject: Pre-Contract Integrity Pact

Ref: RFP 01/2024-25 dated 16/12/2024

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on..... day of 20....., between, CANARA BANK SECURITIES LIMITED, a company incorporated under the Companies Act 1956 or any other act for the time being in force and having its registered office at 7th Floor, Maker Chambers III, Nariman Point, Mumbai City, Mumbai, Maharashtra, India, 400021 represented by the Authorised Signatory of its Mr....., (Designation), (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the ONE and

M/s..... represented by Shri Chief Executive Officer/Authorised Signatory (hereinafter called the " Bidder / Vendor / Service Provider ", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to engage the services and the Vendor /service provider is willing to offer/has offered the stores/services and

1.3. WHEREAS the Bidder / Vendor / Service Provider is a private company/ public company/ Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Companying Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the Bidder / Vendor / Service Provider has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering Bidder / Vendor / Service Provider liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the Bidder / Vendor / Service Provider agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement 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 to obtain the desired bid 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 / Vendor / Service Provider to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to 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 / Vendor / Service Provider 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 will, during the pre-contract stage, treat all Bidder / Vendor / Service Provider alike, and will provide to all Bidder / Vendor / Service Provider the same information and will not provide any such information to any particular Bidder / Vendor / Service Provider which could afford an advantage to that particular Bidder / Vendor / Service Provider in comparison to the other Bidder / Vendor / Service Provider.

3.3. The BUYER shall report to the appropriate Government Regulators/ Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the Bidder / Vendor / Service Provider to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER / VENDOR / SERVICE PROVIDER

The Bidder / Vendor / Service Provider 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 / Vendor / Service Provider 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, 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.

4.2. The Bidder / Vendor / Service Provider 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 or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The Bidder / Vendor / Service Provider further confirms and declares to the BUYER that the Bidder / Vendor / Service Provider is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or CBSL whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Vendor / Service Provider, nor has any amount been paid, promised or intended to be paid to any such individual, firm or CBSL in respect of any such intercession, facilitation or recommendation.

4.4. The Bidder / Vendor / Service Provider, 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 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 / Vendor / Service Provider 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 / Vendor / Service Provider will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

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

4.8. The Bidder / Vendor / Service Provider 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 / Vendor / Service Provider 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 / Vendor / Service Provider declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other CBSL in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Company, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the Bidder / Vendor / Service Provider makes incorrect statement on this subject, Bidder / Vendor / Service Provider can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every Bidder / Vendor / Service Provider while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful Bidder / Vendor / Service Provider, 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 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 to the Bidder / Vendor / Service Provider on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the Bidder / Vendor / Service Provider or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Vendor / Service Provider shall entitle the BUYER 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 / Vendor / Service Provider. However, the proceedings with the other Bidder / Vendor / Service Provider (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 and the BUYER shall not be required to assign any reason therefor.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder / Vendor / Service Provider.

iv. To recover all sums already paid by the BUYER, and in case of the Indian Bidder / Vendor / Service Provider with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Company/Financial Institution) while in case of a Bidder / Vendor / Service Provider from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder /

Vendor / Service Provider from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from Bidder / Vendor / Service Provider.

v. To encash the advance Company guarantee and performance bond/warranty bond, if furnished by the Bidder / Vendor / Service Provider, in order to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other contracts with the Bidder / Vendor / Service Provider and Bidder / Vendor / Service Provider shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the Bidder / Vendor / Service Provider.

vii. To debar the Bidder / Vendor / Service Provider from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. To recover all sums paid in violation of this Pact by Bidder / Vendor / Service Provider (s) to any middlemen or agent or broker 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 with the Bidder / Vendor / Service Provider, the same shall not be opened.

x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the Bidder / Vendor / Service Provider or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), 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.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the Bidder / Vendor / Service Provider shall be final and conclusive on the Bidder / Vendor / Service Provider.

8. FALL CLAUSE

8.1. The Bidder / Vendor / Service Provider undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Company or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the Bidder / Vendor / Service Provider to any other Company or PSU or Government Department or to any other organization/entity whether or not constituted under any law, 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 be refunded by the Bidder / Vendor / Service Provider to the BUYER, if the contract has already been concluded.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Vendor / Service Provider and the Bidder / Vendor / Service Provider shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination

10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Mumbai.

11. 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.

12. VALIDITY

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case Bidder / Vendor / Service Provider is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. 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.

The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer

CHIEFEXECUTIVEOFFICER/AUTHORISED SIGNATORY

Designation

Canara Company Securities Limited

Witness

Witness

1)

1)

2)

2)