

## INTEGRITY PACT

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Nagpur, in presence of following Two witnesses, this Integrity Pact is being executed between:

MOIL Ltd. hereinafter referred to as "The Principal/ MOIL".

**And**

\_\_\_\_\_(Name of Bidder/Contractor) **hereinafter referred to as "The Bidder /Contractor"**(Which expression shall include all its partners/directors, agent, representative, servant, sub contractors (wherever permitted / permissible) & successor in interest etc including all person claiming through it) for (Name of Contract)\_\_\_\_\_

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Whereas, it has been directed by the Ministry of Steel, New Delhi and Central Vigilance Commission, New Delhi, Government of India undertakings shall execute Integrity Pact with the Contracting Parties/Bidders in all the forthcoming Contracts/Tender processes above prescribed/specified value of Rs. 1.00 Cr., it is necessary to execute Integrity Pact between such parties. Pursuant thereto, the present Integrity Pact is being executed.

The terms and conditions of the Integrity Pact are as under:-

### **Commitment of MOIL** **Section – I**

Being the Principal, MOIL commits itself to take all necessary steps to prevent corruption & unethical practices and bring transparency in all the processes through the following commitments:-

- A. No official of the Principal (MOIL), personally or through family will accept or demand any gratification, for which he/she is not entitled from any of the counter/contracting parties.
- B. The Principal (MOIL) during the tender process, will treat all the bidders/tenderer equally and provide level playing fields to all.
- C. The Principal (MOIL) commits to provide to all bidders the same information.
- D. The Principal (MOIL) will not make available any confidential information to any of the bidder which will give him an edge over the others.

- E. The Principal (MOIL) will make public the details of contract awarded.
- F. The Principal (MOIL) will exclude any of the officials who is found prejudiced or have conflict of interest in dealing with the bidders.
- G. The Principal (MOIL) will take appropriate disciplinary action, as per the prescribed Rules, against its officials if found guilty of breach of commitment.

**Commitment of Bidders**  
**Section – II**

The Bidder/Contractor commits himself to take all necessary measures not to involve in any type of corrupt practice during the Tender Process as well as Execution of the Contract including the following:-

- A. The Bidder/Contractor will not offer or promise to offer to any of the MOIL's employee the gratification/benefit for which he/she is not legally entitled to get undue favour/advantage or information related to Tender Process or during Execution of the Contract.
- B. The Bidder/contractor will not enter into Agreement with other Contenders/Contractors to derail/disturb fair Tender Process like price fixing or other unethical understanding like Cartel Formation.
- C. The Bidder/Contractor will not pass on to others the Confidential Information provided by MOIL as a part of Tender Documents/ Contracts.
- D. The Bidder/Contractor will disclose about all the payments made to the Agents/ Intermediaries, wherever such arrangement is permissible, in connection with the award of Contract/Tender Process.
- E. The Bidder/Contractor will immediately inform MOIL, if asked to pay any illegal gratification or bribe, in violation of this Integrity pact, by any of MOIL's employee or comes to know any illegal payment made to any of the employee. The Bidder/Contractor will not do any Act, by way of commission or omission, which may defeat the spirit behind the present Integrity Pact.

**Violation & penalties**  
**Section - III**

The Bidder/Contractor, if found to violate the clauses of the Integrity Pact, will be liable to the following penalties:-

- A. MOIL will be entitled to disqualify the Bidder/Contractor from the tender process.
- B. If after the award of contract, the bidder is found guilty of breach of the Integrity Pact, the MOIL will be entitled to terminate the contract.

- C. The MOIL will have right to disqualify the default Bidder/Contractor for participation in future contracts of the Principal (MOIL) for a certain period or black list it permanently depending upon seriousness of offence.
- D. The MOIL, if the contract is terminated due to violation of the Integrity Pact on part of Bidder/Contractor, will be entitled for material damages as decided by the MOIL Management and will be binding to all. The Principal (MOIL) will also have right to forfeit the Security deposit.
- E. The CMD of the Principal (MOIL) will be the final authority in respect of the aforesaid clauses of Violation and Penalties. The decision taken by CMD of the Principal (MOIL) shall be final and acceptable and would not be amenable to any challenge.

**Independent Monitor**  
**Section - IV**

- A. CMD, of the Principal (MOIL) may/ will appoint Independent Monitor who are suitably qualified and experienced and are of impeccable integrity to oversee the implementation of the Integrity Pact in cases wherever he feels necessity to do so. The decision taken in this behalf by CMD, MOIL shall be final and conclusive and will be agreeable to both the parties. Such decision, about the appointment of Independent Monitor shall not be amenable to challenge on any ground whatsoever. The Independent Monitors will be non-salaried having voluntary status and will have benefits of Independent Directors.
- B. The Independent Monitors will not have administrative or enforcement power and submit his non-binding suggestions or recommendations to the management of MOIL when he observes violation or deviation of any of the conditions of the Integrity Pact.

**General Conditions**  
**Section - V**

- A. This Agreement is subject to Indian Laws. Place of execution & performance of this Integrity Pact shall be Nagpur. Any dispute arising out of the Integrity Pact shall be subject to exclusive jurisdiction of the Courts at Nagpur only.
- B. The Bidder/Contractor will undertaking from all subcontractors about the commitment to implement the Integrity Pact in letter & spirit and submit to MOIL the said undertakings before sub-contracting the work wherever permitted.
- C. The Bidders/Contractors, who do not sign the Integrity Pact, will not be entitled to participate in the Tender Process or continue with the contract.
- D. The Agreement will commence into force when MOIL & the Bidder/Contractor sign it & it will come to end twelve months after the last payment.

- E. If the Bidder/Contractor is a Partnership Firm or Association of Persons, the Agreement must be signed by all Partners or should be signed by his/their Authorised Representative.
- F. MOIL will periodically review the effectiveness of the Integrity Pact by conducting 360 degree review with concerned executives & Bidder/Contractor.
- G. Should one or some of the Provisions of this Integrity Pact turn out to be invalid; the remainder clauses of this Agreement shall remain valid.

\_\_\_\_\_  
 (Signature & Seal)  
 On behalf of the Principal /MOIL

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness No.1 \_\_\_\_\_

Designation/Occupation\_\_\_\_\_

Address: \_\_\_\_\_

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 (Signature & Seal)  
 On behalf of Bidder/ Contractor

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Witness No.2 \_\_\_\_\_

Designation/Occupation\_\_\_\_\_

Address:\_\_\_\_\_

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