

Tender Ref. No.: CIPET/IPT/CHN/CAD-CAM/Design Software/2021-22/03

dated 08th Sept 2021

Annexure-E

Integrity Pact

Whereas CIPET: Institute of Petrochemicals Technology ("CIPET:IPT-Chennai") having its registered office at T.V.K. Industrial Estate, Guindy, Chennai - 600032, represented by the Principal Director & Head hereinafter referred to as the Buyer and the first party, proposes to procure (CAD/CAM Software), hereinafter referred to as Stores and / or Services and / or Works.

And

M/s....., represented by....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Bidder/ Seller and the second party, is willing to offer/ has offered the Stores and / or Services and / or Works.

2. WhereastheBidder/Sellerisaprivatecompany/publiccompany/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a constituent Centre of CIPET, an autonomous body Ministry of Chemicals & Fertilizers, GoI. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

3. Preamble

Buyer has called for e-tender as per the procedures of GFR-2017intending to enter into contract/s for supply / purchase / Services / Works etc. of CAD/CAM Software and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for 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 Seller(s).

4. Commitments of theBuyer.

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the followingprinciples:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, 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 entitledto.
- ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) / Seller(s) the same information and will not provide to any Bidder(s) / Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contractexecution.

of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund to the buyer, all agency commission payments made by the Seller/Bidder along with interest at the rate of 2% per annum above. LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

- 6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.
- 6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer transgressions

7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

- 8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned hereinbelow:
- i) To disqualify the Bidder / Seller with the tender process & exclusion from future contracts.
 - ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.

contract, and for all other unsuccessful Bidders / Sellers within 6 months from date of placement of order / finalization of contract against this tender.

12.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by CIPET: IPT-Chennai.

12.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Other Provisions

13.1 Changes and supplements need to be made in writing. Side agreements have not been made.

13.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers thereport.

13.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

13.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder/Seller of any success or otherwise in the tendering process.

14. This Integrity Pact is signed with CIPET: IPT Chennai exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

15. The Parties hereby sign this Integrity Pact at _____ on _____ (Bidder/Seller) and at _____ on _____ (Buyer)

BUYER

BIDDER /SELLER

Signature:

Signature:

Executive Director/General Manager
Hindustan Aeronautics Ltd.,
.....Division

Authorized Signatory (*)

Date:

Date:

Stamp:

Stamp:

Witness

Witness

1. _____

1. _____

2. _____

2. _____

(*)-Authorized signatory of the company / authorized person who has signed the offer.