

## **INTEGRITY PACT**

Between

The Shipping Corporation of India Limited (SCI)  
hereinafter referred to as "The Principal",

and

\_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor".

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules, regulations, the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and Contractor(s).

In order to achieve these goals, the Principal cooperates with renowned international Non-Governmental Organization "Transparency International" (TI). The Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or non-material benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. The Bidder/Contractor commits itself to observe the following principles during its participation in the tender process and during the contract execution.
  - a. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are 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.
  - b. The Bidder / Contractor 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 introduce cartelisation in the bidding process.
  - c. The Bidder / Contractor will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder / Contractor will, when presenting its bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - e. Bidder / Contractor who has signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder/Contractor, before contract award or during execution has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process or take action as per the procedure mentioned in—the “Policy and Guidelines for Removal / Suspension / Banning of Entities”. Copy of the “Policy and Guidelines for Removal / Suspension / Banning of Entities” is placed at (page Nos. 6 to 15)

#### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit and /or Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of damages claimed by the Principal, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, the bidder can be disqualified from the tender process and/or action can be taken as per the procedure mentioned in “Policy and Guidelines for Removal / Suspension / Banning of Entities”.

#### **Section 6 – Equal treatment of all Bidders / Contractors**

- (1) In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidders / Contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which

constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

### **Section 8 – External Independent Monitor/ Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, SCI.
- (3) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to its project documentation. The same is applicable to Subcontractors.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, SCI, within 8 to 10 weeks from the date of reference or intimation to him/her by the “Principal” and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, SCI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word "Monitor" would include both singular and plural.

**Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of the Principal.

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

.....  
For the Principal  
(Official Seal)

.....  
For the Bidder / Contractor  
( Official Seal)

Place: .....

Witness 1: .....  
(Signature and Name & Address)

Date: .....

Witness 2: .....  
(Signature and Name & Address)