

INTEGRITY PACT

Between

Hindustan Petroleum Corporation Limited (HPCL) hereinafter referred to as “**The Buyer**”,

and

..... hereinafter referred to as “**The Bidder/ Seller/ Contractor**”

Preamble

The Buyer intends to award, under laid down organizational procedures, contract for The Buyer 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 and / or Seller and / or Contractor.

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with this Integrity Pact.

In this Integrity Pact:-

- a) The term Bidder/ Seller/ Contractor shall mean the party submitting the bid (or, as the case maybe, who enters into a contract with Buyer);
- b) For the purposes of Section 5, the term “transgression” shall mean a wrong, violation or offence of the nature specified in Section 2 of this Pact.

Section 1 – Commitments of the Buyer

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

Section 2 – Commitments of the Bidder/Seller/Contractor

1. The Bidder/Seller/Contractor commit themselves to take all measures necessary to prevent corruption. The Bidder/Seller/Contractor commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a) The Bidder/Seller/Contractor will not directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is 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/Seller/Contractor will not enter into any undisclosed agreement or understanding with any other Bidders/Sellers/Contractors, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Seller/Contractor will not commit any offence under the relevant IPC/PC Act; further the Bidder/Seller/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Seller/Contractor of foreign origin shall disclose the name and address of the agents /representatives in India, if any. Similarly, the Bidder/Seller/Contractor of Indian Nationality shall furnish the name and the address of the foreign owner/ holding company, if any. All payments made to Indian agents/ representatives have to be in Indian Rupees only. If Bidder/Seller/ Contractor is an Agent, then either the Agent or the Principal can bid, but not both. No Bidder/ Seller/ Contractor shall submit more than one bid. No Agent is permitted to represent more than one manufacturer either in this tender/subsequent/parallel tender for the same item.
 - e) The Bidder/Seller/Contractor will when presenting its bid, disclose any and all payments made or which is committed to or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder /Seller / Contractor who have signed IP shall not approach the Courts while representing the matter before the IEMs and shall await the decision of the IEMs in the matter.
2. The Bidder/Seller/Contractor will not instigate any third person to commit offences outlined above or be an accessory to such offences.

Section 3 –Disqualification from tender process and exclusion from future contracts, etc.

If the Bidder/Seller/Contractor, before award of contract or during its execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to take all or any one of the following actions: -

1. To disqualify the Bidder/ Seller/Contractor from the tender process. However, the tender process with other Bidders/Sellers/Contractors will continue.
2. To terminate the contract if already signed.
3. To debar the Bidder/Seller/Contractor from participating in other /future tenders of the buyer for an appropriate period of time as per Buyer's guidelines.
4. To inform its CVO in case of acts constituting corruption or take any other action.

Section 4 –Compensation for Damages

1. If the Buyer has disqualified the Bidder/Seller/Contractor from the tender process prior to the award of contract according to Section 3, the Buyer is entitled to forfeit, demand and/or recover from Bidder/Seller/Contractor, damages equivalent to the Earnest Money Deposit/ Bid Security.
2. If the Buyer has terminated or is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Bidder/Seller/Contractor liquidated damages equivalent to Performance Bank Guarantee, unless stipulated otherwise elsewhere in the Contract.

Section 5 – Previous transgression

1. The Bidder / Seller / Contractor declares that no previous transgressions have 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 or Government of India, that could justify his exclusion from the tender process.
2. If a previous transgression has occurred or if the Bidder/ Seller/ Contractor makes any incorrect statement on this subject, he can be disqualified from the tender process or contract terminated and further action can be taken as per the procedure mentioned in “Guidelines for Holiday Listing (Banning of business dealing)”. The link for the Guidelines is given in the tender documents.

Section 6 – Equal treatment of all Bidders / Sellers / Contractors

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

Section 7 – Independent External Monitor

1. The Buyer has appointed competent and credible Independent External Monitors (IEMs) for this Pact after approval by Central Vigilance Commission. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Integrity Pact.

2. The Monitors are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors shall have the right to access all contract documents whenever required. It will be obligatory for him/ her to treat the information and documents of the BIDDER/ SELLER/CONTRACTOR, as confidential.
3. The Bidder/ Seller/ Contractor accepts that the Monitors have the right to access without restriction to all project documentation of the Buyer including that provided by the Bidder/ Seller/ Contractor. The Bidder/ Seller/Contractor will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sellers/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitors shall have no Conflict of Interest while dealing with any case or with any party. If any conflict arises, then that Monitor shall inform the C&MD of Buyer and recuse himself from that case/ matter.
5. The Buyer will provide to Monitors sufficient information about all meetings related to any complaint of violation of Integrity Pact and arrange for necessary facilities for smooth conduct of the meetings of the Monitors.
6. As soon as the Monitor notices or believes to notice, a violation of this agreement, he/she will so inform the C&MD of the Buyer and request Management to discontinue or take corrective action, or 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.
7. The Monitor will submit a written report to the C&MD of Buyer within 8 weeks from the date of reference or information to him by the Buyer and should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitors have reported to the C&MD of Buyer a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Buyer has not within a reasonable period of time taken action to proceed against such offence or report it to its CVO, the Monitor may also transmit this information directly to the Central Vigilance Commission.
9. The word ‘Monitor’ would include both singular and plural.

Section 8 – Pact Duration

The Integrity Pact shall come into force and be valid from the date it is signed by the BIDDER/ SELLER/ CONTRACTOR and shall remain valid up to 12 months after the last payment to the contractor. In case any BIDDER / SELLER /CONTRACTOR is unsuccessful, the Integrity Pact for such Bidder/Seller/Contractor shall expire after 6 months following the date of placement of Contract/ PO on the successful Bidder/Seller/Contractor.

If any claim of violation of the Integrity Pact is made/ lodged during the validity period, the same shall be binding and continue to be valid, even after the period stipulated above, unless discharged/ determined by Buyer.

Section 9 – Other provisions

1. The Integrity Pact is subject to Indian Law. The place of performance and jurisdiction of courts shall be in India. The Arbitration Clause in the main tender document/ contract shall not be applicable to any issue/ dispute arising out of or in relation to the Integrity Pact.
2. The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may be taken in accordance with the provisions of the extant law in force relating to contracts or any civil or criminal proceedings.
3. If the BIDDER/SELLER/CONTRACTOR is a partnership/consortium, the Integrity Pact must be signed by all the partners or consortium members.
4. The signatories are duly authorized to sign and bind the Buyer/ Bidder/ Contractor/ Seller. Any amendment to the Integrity Pact will be made only by a written agreement between the Parties.
5. Issues like Warranty/ Guarantee etc. shall be outside the purview of the Independent External Monitors.
6. References to singular includes the plural and vice versa. References to “them” or “themselves” shall include a reference to “it” or “itself” and vice versa.
7. Should one or several provisions of this agreement turn out to be invalid, the remainder provisions of this agreement remains valid. In this case, the parties will strive to come to an agreement as to their original intentions. This Pact shall have precedence over the Tender/ Contract document with regard to any of the provisions covered under this Pact.

For and on behalf of the Buyer

For and on behalf of the Bidder/
Seller/Contractor
Date:
Name:
Designation:
Seal/ Stamp