

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

This pre-bid / pre contract Agreement (hereinafter called Integrity Pact) is made on _____ day of _____ (month & year) between AI Engineering Services Limited having its registered office at 2nd Floor, CRA Building, Safdarjung Airport Complex, New Delhi - 110003 as "The Buyer/Employer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s

_____, a company / firm, PSU / Joint Venture and having its registered office _____ at _____

represented by Shri _____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the _____

Second Part.

WHEREAS the Buyer/Employer proposes to procure under laid down organizational procedures, contract/s for its Aviation Insurance Policy (Name of the services) and the Bidder/Contractor is willing to offer against Bid No. Insurance/Tender/08 Dated 04th April 2025, aforesaid proposal of the Buyer/Employer.

WHEREAS the Bidder/Contractor is a private company / public company / Government undertaking / partnership / joint venture company / Firm (status of the Company), constituted in accordance with the relevant law in the matter.

NOW, THEREFORE,

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 currency of the contract to be entered into with a view to:

Enabling the Buyer/Employer to obtain the desired said services 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 Enabling the

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Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Buyer/Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the Buyer/Employer

- 1.1 The Buyer/Employer undertakes that no official of the Buyer/Employer, connected directly or indirectly with the contract, will demand, take a 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/Contractor, 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.
- 1.2 The Buyer/Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3 All the officials of the Buyer/Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer/Employer with full and verifiable facts and the same is prima facie found to be correct by the Buyer/Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer/Employer or Independent External Monitor 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/Employer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) 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:





- 3.1. The Bidder(s)/Contractor(s) 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/Employer, 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/completion of the contract.
- 3.2 The Bidder/Contractor 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/Employer or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Buyer/Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Buyer/Employer.
- 3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer/Employer 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.
- 3.6 The Bidder/Contractor 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.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer/Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

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- 3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Buyer/Employer, or alternatively, if any relative of an officer of the Buyer/Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.12 The Bidder(s)/Contractor(s) 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/Employer.
- 3.13 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

4.0 **Previous Transgression**

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 **Earnest Money (Security Deposit)**

The provision regarding Earnest Money/Security Deposit as detailed in the Bid and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor) shall entitle the Buyer/Employer 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/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Buyer/Employer and the Buyer/Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Buyer/Employer resulting from such cancellation/rescission and the Buyer/Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues, if any, by the Buyer/Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of AIESL for a minimum period of five years, which may be further extended at the discretion of the Buyer/Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) Forfeiture of Performance Security in case of a decision by the Buyer/Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Buyer/Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (vii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the previous Indian Penal Code, 1860 (replaced with Bharatiya Nyaya Sanhita (BNS)) or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.




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6.3 The decision of the Buyer/Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 **Fall Clause** – Deleted

8.0 **Independent External Monitors**

8.1 The Buyer/Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CEO, AIESL and request AIESL to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. 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.

8.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer/Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

8.7 The Buyer/Employer 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 parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.



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8.8 The Monitor will submit a written report to the CEO, AIESL, within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

8.9 The word "Monitor" would include both singular and plural.

9.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer/Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Buyer/Employer, i.e. Bhopal (Madhya Pradesh). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11.0 Other Legal Actions

11.1 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 extant law in force relating to any civil or criminal proceedings.

11.2 Changes and supplements as well as termination notice need to be made in writing.

11.3 If the Contractor is a partnership or a joint venture, this pact must be signed by all partners of the joint venture.

12.0 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer/Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

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13.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____ and parties concerned are bound by its provisions.

Buyer/Employer



Name of the Officer

AVINASH DHANORKAR.

महाप्रबंधक इंजीनियरिंग, ग्रुप बी
General Manager - Engg. Group B

ए.आई.ई.एस. सर्विसेस लिमिटेड
AI Engg. Services Ltd.

Designation

Bidder/ Contractor

Signature and Seal of bidder
(Authorized signatory)

(Name of the Person)

Designation

Place MUMBAI

Place _____

Date 04/04/2025

Date _____

Witness 1. R. J. Bhatia

Witness 1. _____

आर. जे. भाटीया / R. J. Bhatia

कार्यपालक वित्त / Executive Finance

ए.आई.ई.एस. सर्विसेस लिमिटेड
(Name, Designation and address)
AI ENGINEERING SERVICES LTD.

(Name, Designation and address)

2. P. Khamitkar

Witness 2. _____

परेश खामितकर / PARESH KHAMITKAR

(Name, Designation and address)

औद्योगिक इंजीनियरी / Industrial Engg.
ए.आई.ई.एस. लिमिटेड / A.I.E.S. Ltd.

(Name, Designation and address)