

Integrity Pact guidelines

"The Buyer" And "The Seller" hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM. Users agree to follow and adhere with the Integrity Pact guidelines as under:

Preamble

The Buyer values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Seller (s).

Section 1- commitments of the Buyer.

1. The Buyer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Buyer, personally or through family members, will in connection with the bid for , or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Buyer will during the bid process treat all Seller(s) with equity and reason. The Buyer will in particular, before and during the bid process, provide to all Seller(s) the same information and will not provide to any Seller(s) confidential/additional information through which the Seller(s) could obtain an advantage in relation to the 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 offence under the IPC/PC Act, or it 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 Seller(s)

1. The Seller(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.
 - a. The Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the bid 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 before or during the execution of the contract.

- b. The Seller(s) will not enter with other Bidders 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 cartelization in the bidding process.
 - c. The Seller(s) will not commit any offence under the relevant IPC/PC Act; further the Seller(s) 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 Seller(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Seller(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from bid process and exclusion from future contracts

If the Seller(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Seller(s) from the bid process or take action as per the procedure mentioned in the "Incident Management Policy" available on GeM portal.

Section 4: Compensation for Damages

1. If the Buyer has disqualified the Seller(s) from the bid process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminated the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Seller declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.

2. If the Seller makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the procedure mentioned in "Incident Management Policy".