

APPENDIX 'B' TO NOTICE INVITING TENDER (Condt.../-)**7. Company Code of Conduct**

7.1 Bidders are advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the country.

8. Sanction for Violation

8.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-

- i) Technical bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- ii) Financial bid of the Bidder will not be opened. Bidder will not be entitled to or given any compensation. However, the proceedings with the other Bidder(s) would continue.
- iii) The Earnest Money Deposit shall stand forfeited either fully or partially, as decided by the Principal/Owner, in case contract is not awarded to the Bidder and the Principal/Owner shall not be required to assign any reason there for. For enlisted contractors an amount less than or equal to Earnest Money Deposit as decided by the Principal/Owner shall be deducted from any amount held with the Department / any payment due.
- iv) To immediately cancel the contract, if already concluded/awarded without any compensation to the Bidder.
- v) To encash the Performance Security furnished by the Bidder.
- vi) To cancel all or any other Contract(s) with the Bidder.
- vii) To temporarily suspend or temporarily debar/permanently debar the bidder as per the extant policy.
- viii) If adequate amount is not available in the present tender/contract, the deficient amount can be recovered from any outstanding payment due to the Bidder from the Principal/Owner in connection with any other contract for any other works/ services.
- ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Principal/Owner, or alternatively if any close relative of an officer of the Principal / Owner has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of submission of tender. Any failure to disclose the interest involved shall entitle the Principal/Owner to debar the Bidder from the bid process or rescind the contract without payment of any compensation to the Bidder. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but does not include a spouse separated from the Government servant by a decree or order of a competent Court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Govt servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- x) The Bidder 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 Principal / Owner and if he does so, the Principal / Owner shall be entitled forthwith to cancel the contract and all other contracts with the Bidder.

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- 8.2 The decision of the Principal / Owner to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder. However, the Bidder can approach the Independent External Monitor(s) (IEMs) appointed for the purposes of this Pact.

9. Independent External Monitors (IEMs)

- 9.1 MoD has appointed the following Independent External Monitors for this pact in consultation with the Central Vigilance Commission.

Srl No	Name of IEM	E-mail ID
1	Shri Narayan Murthy Ganapathy, IFoS (Retd)	E-mail: gananarayan@yahoo.comv4
2	Shri Lalatendu Mohanti, IPS (Retd)	E-mail: l.mohanti@gmail.com

- 9.2 Details of Nodal officer nominated by E-in-C's Branch are as follows:-

Name : Shri P K S Sanger, Director (Contracts)
 Postal Address: Room No 158, Dte of Contract Management
 Engineer-in-Chief's Branch, Kashmir House, Rajaji
 Marg, New Delhi-110011
 E-mail id : dircont1einc-mesr@nic.in
 Tele No (Office) : 011-230154
 Mobile No : 9131948501

In case of any complaint with regard to violation of Integrity Pact, either party can approach IEMs with copy to the Nodal Officer and the other party. If any such complaint from bidder is received by the Principal / Owner, the Principal / Owner shall refer the complaint to the Independent External Monitors for their recommendations / inquiry report.

- 9.3 If the IEMs need to peruse the relevant records of the Principal/ Owner and/or of the Bidder / Contractor in connection with the complaint sent to them, the Principal/ Owner and/ or the Bidder/ Contractor shall make arrangement for such perusal of records by the IEMs as demanded by them including unrestricted and unconditional access to the project documentation and minutes of meeting. If records / documents of Sub-Contractor(s) are also required to be perused by the IEMs, the Bidder shall make arrangement for such perusal of records by the IEMs as demanded by them, IEMs are under obligation to treat the information and documents of the Principal/Owner and Bidder/ contractor/sub-contractors with confidentiality.

- 9.4 The task of the IEMs, is to review independently and objectively, any complaint received with regard to violation Integrity Pact and offer recommendations or carry out inquiry as deemed fit. The IEMs are not subject to any instructions by the representatives of the parties and shall perform their functions neutrally and independently. The report of inquiry, if any, made by the IEMs shall be submitted to either of the following for a final and appropriate decision in the matter keeping in view the provision of this Pact:-

- (a) Engineer-in-Chief in normal cases
 (b) CVO (MES & BRO) /MoD in cases involving vigilance angle

APPENDIX 'B' TO NOTICE INVITING TENDER (Condt.../-)**10. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Principal / Owner or its agencies shall be entitled to examine the Books of Account of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law, The place of performance and jurisdiction is the seat of the Principal / Owner.

12. Other Legal Actions

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.

13. Signing of Integrity Pact on behalf of Bidder

- (a) Proprietorship Concern - The Integrity Pact must be signed by the proprietor or by an authorised signatory holding power of attorney signed by the proprietor.
- (b) Partnership firm - The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (c) Limited Liability firm - The Integrity Pact must be signed by all partners or by one or more partner holding power of attorney signed by all partners.
- (d) Private Limited/Limited Company - The Integrity Pact must be signed by a representative duly authorized by Board resolution.
- (e) Joint Venture - The Integrity Pact must be signed by all partners and members to Joint Venture or by one or more partner holding power of attorney signed by all partners and members to the Joint Venture.

14. Validity

- 14.1 The validity of this Integrity Pact shall be from date of its signing. It expires for the Contractor after the final payment under the contract has been made or till the continuation of Defect liability period, whichever is later and for all other bidders, till the Contract has been awarded.
- 14.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

APPENDIX 'B' TO NOTICE INVITING TENDER (Condt..../-)
INTEGRITY PACT

To.

Tender ID No: 2025_MES_716286_1

SUB FOR THE WORK: - "CEWAC/SUR/T-08/2025-26 : PROVN OF SOLAR POWER PLANT AT
AF STN SURATGARH

Dear Sir,

Dear Sir,
It is hereby declared that MES is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Pact, which is an integral part of tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Pact and signing of the same shall be deemed as acceptance and signing of the Integrity Pact on behalf of MES.

Yours faithfully

**Chief Engineer (AF) WAC,
Palam**

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