

**NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA: NEW DELHI
(VIGILANCE DEPARTMENT)**

No. 804/Vig/Imp/18


CIRCULAR

dated. 28/03/18

Sub: Regarding amended format of Integrity Pact.

Circular vide Ref. No.1225/Vig/Imp/TO(C-III)/2014 dated 23.05.2014 was issued to all HODs circulating 'final pre-contract Integrity Pact Agreement'.

Now, in view of the instructions of the CVC's Circular No.02/01/2017 issued vide No.015/VGL/091 dated 13.01.2017, the amended format of Integrity Pact is enclosed herewith for necessary action please.



Jt. Director (Vigilance)**Encl.:** As above.**All HODs****Copy for information to:-**

1. Director (CVC), Satarkta Bhawan, GPO Complex, Block A, INA, New Delhi-110023.
2. Sh. V.K. Gupta, IEM
3. Sh. D.K. Sharma, IEM
4. Director (IT) NDMC -with request to upload this Integrity Pact on NDMC website.
5. P.S. to Chairman, NDMC
6. P.S. to CVO, NDMC
7. P.S. to Secretary, NDMC

SI/IT

- ① Instructions to all.
- ② In Policy file.
- ③ To ensure it is applicable in all contracts as per permissible value.

Jt. Dir. Vigilance
03.04.18



Format of Integrity Pact

General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between on one hand the NDMC acting through _____ of the First Part (hereinafter called the Principal/Owner) and M/s _____ represented by Shri _____ (hereinafter called the "Bidder(s)/ Contractor(s)" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the NDMC proposes to _____ of the Tender Document No:[insert tender document no] dated [insert tender document date], through the Bidder(s)/ Contractor(s) and the Bidder(s)/ Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a company incorporated under the Companies Act, 1956/2013 NDMC is a Body Corporate established under the provisions of the New Delhi Municipal Council Act, 1994 performing its functions on behalf of the Council.

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 NDMC to obtain the desired said **work/Services/Stores/ Equipments** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement, **and**

Enabling 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 NDMC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the NDMC

1.1 NDMC undertakes that no official of the NDMC, 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(s)/Contractor(s), 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 NDMC will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide any such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/ Contractor(s).



1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the **Bidder(s)/Contractor(s)** to NDMC with full and verifiable facts and the same is prima facie found to be correct by NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NDMC 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 NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/ Contractor(s)

3. 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, 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 NDMC, 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 of the contract.

3.2 The **Bidder(s)/Contractor(s)** 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 NDMC or otherwise in procuring 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 the Government including NDMC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government including NDMC.

3.3 **Bidder(s)/Contractor(s)** shall disclose the name and address of agents & representatives and Indian **Bidder(s)/Contractor(s)** shall disclose their foreign Principals or associates.

3.4 **Bidder(s)/Contractor(s)** shall disclose the payments to be made by them to such agents/brokers or any other intermediaries, in connection with this bid/contract.

3.5 The **Bidder(s)/Contractor(s)** further confirms and declares to NDMC that the **Bidder(s)/Contractor(s)** has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NDMC or any of its functionaries, whether officially, or unofficially to the award of the contract to the **Bidder(s)/Contractor(s)**, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.