## Annexure 14: Integrity Pact

##### (On Stamp Paper of Rs 500)

**PRE-CONTRACT INTEGRITY PACT**

Between

**Cent Bank Home Finance Ltd. (CBHFL)** hereinafter referred to as **"The Principal",**

And

hereinafter referred to as **"The Bidder/Contractor"**

**Preamble**

ThePrincipalintendstoaward,underlaiddownorganizationalprocedures,contract/sfor

.ThePrincipalvaluesfullcompliancewithallrelevantlawsoftheland,rules, regulations, economic use of resources and of fairness *I* transparency in its relations with its Bidder(s) and *I* orContractor(s).

##### Section 1 - Commitments of the Principal

1. ThePrincipalcommitsitselftotakeallmeasuresnecessarytopreventcorruptionandtoobservethe following principles:-
   1. No employee of the Principal, personally or through family members, will in connectionwith the tender for, or the execution of a contract, demand, take a promise for or accept, for self orthirdperson,anymaterialorimmaterialbenefitwhichthepersonisnotlegallyentitledto.
   2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential *I* additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contractexecution.
   3. The Principal will exclude from the process all known prejudicedpersons.

##### Section 2 - Commitments of the Bidder(s)/ Contractor(s)

1. TheBidder(s)/Contractor(s)committhemselvestotakeallmeasuresnecessarytopreventcorruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contractexecution.
   1. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal'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 thecontract.
   2. TheBidder(s)/Contractor(s)willnotenterwithotherBiddersintoanyundisclosedagreement or understanding, whether formal or informal. This applies in particular to prices, specifications,certifications,subsidiarycontractsubmissionornon-submissionofbidsorany other actions to restrict competitiveness or to introduce cartelization in the biddingprocess.
   3. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personalgain,orpassontoothers,anyinformationordocumentprovidedbythePrincipalas part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmittedelectronically.
   4. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractors(s) of Indian Nationalityshallfurnishthenameandaddressoftheforeignprincipals,ifany.Furtherdetails as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupeesonly.
   5. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of thecontract.
   6. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in thematter.
2. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to suchoffences.

##### Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through aviolationofSection2,aboveorinanyotherformsuchastoputtheirreliabilityorcredibilityinquestion, thePrincipalisentitledtodisqualifytheBidder(s)/Contractor(s)fromthetenderprocessortakeactionas per the procedure mentioned in the "Guidelines on Banning of businessdealings".

##### Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ BidSecurity.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shallbe entitled to demand and recoverfrom the Contractor liquidated damages of the Contract value or the amount equivalent to Performance BankGuarantee.

##### Section 5 - Previoustransgression

1. The Bidder declares that no previous transgressions 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 that could justify his exclusion from the tenderprocess.
2. IftheBiddermakesincorrectstatementonthissubject,hecanbedisqualifiedfromthetenderprocess or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

##### Section 6 - Equal treatment of all Bidders *I* Contractors *I* Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by theSub-contractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. ThePrincipalwilldisqualifyfromthetenderprocessallbidderswhodonotsignthisPactorviolateits provisions.

##### Section 7 - Independent External Monitor

1. The Principalmay choose to appoint a competent and credible Independent External Monitor for this Pact. The task of the Monitor will be to review independently and objectively,whetherandtowhatextentthepartiescomplywiththeobligationsunderthisagreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD of Cent Bank Home Finance Ltd.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all ProjectdocumentationofthePrincipalincludingthatprovidedbytheContractor.TheContractorwill also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable toSub-contractors.
4. TheMonitorisundercontractualobligationtotreattheinformationanddocumentsoftheBidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-DisclosureofConfidentialInformation'andof'AbsenceofConflictofInterest'.Incaseofanyconflict of interest arising at a later date, the IEM shall inform MD of Cent Bank Home Finance Ltd. and recuse himself / herself from thatcase.
5. The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in suchmeetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take correctiveaction,ortotakeotherrelevantaction.Themonitorcaninthisregardsubmitnon-binding recommendations.Beyondthis,theMonitorhasnorighttodemandfromthepartiesthattheyactin a specific manner, refrain from action or tolerateaction.
7. TheMonitorwillsubmitawrittenreporttotheMDofCent Bank Home Finance Ltd.,within8to10weeks fromthedateofreferenceorintimationtohimbythePrincipaland,shouldtheoccasionarise,submit proposals for correcting problematicsituations.
8. The word **'Monitor'** would include both singular andplural

##### Section 8 - Pact Duration

ThisPactbeginswhenbothpartieshavelegallysignedit.ItexpiresfortheContractor12monthsafterthe lastpaymentunderthecontract,andforallotherBidders6monthsafterthecontracthasbeenawarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD of Cent Bank Home Finance Ltd.

##### Section 9 - Other provisions

1. ThisagreementissubjecttoIndianLaw.PlaceofperformanceandjurisdictionistheCorporateOffice of the Principal, i.e.Mumbai.
2. Changesandsupplementsaswellasterminationnoticesneedtobemadeinwriting.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortiummembers.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreementremainsvalid.Inthiscase,thepartieswillstrivetocometoanagreementtotheiroriginal intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview ofIEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact willprevail.

(For & On behalf ofthePrincipal) (For & On behalf of Bidder /Contractor)

(OfficeSeal) (Office Seal)

Place --------------

Date --------------

Witness1: Witness 2:

(Name&Address) (Name &Address)