NOTIFICATION

Subject: Implementation of Integrity Pact (IP) in Syndicate Bank—Regarding

In compliance of Central Vigilance Commission’s advice on the above subject and in view of further guidelines received from CVC vide Circular No.02/02/2015 dated 25/02/2015 regarding adoption of Integrity Pact in Public Sector Banks/Insurance Companies/financial Institutions, Syndicate Bank commenced implementation of Integrity Pact w.e.f. 21.04.2015, following guidelines are issued for implementation of Integrity Pact in Syndicate Bank:

1. Integrity Pact (IP) shall be implemented in all tenders/contracts where the RFP document contains the IP as enclosed herewith.
2. Participation in Integrity Pact is mandatory for all tenderers as applicable.
3. Copies of Integrity Pact, as enclosed herewith, shall be signed by the concerned parties.
4. It is mandatory that the authorized person to sign the bid for submission on behalf of bidder / sub-contractor / Consultants shall sign on each page of Integrity Pact.
5. Integrity Pact shall be submitted on bidders’ letter head as mandatory prequalification criteria for participation in tender of designated value with the Bid.
6. One para pertaining to ‘Implementation of Integrity Pact’ including appointment of External Independent Monitor (IEM) in respect of the specific procurement should be incorporated in the tender document itself.
7. The name and e-mail contact details of IEMs (Independent External Monitors) for Syndicate Bank are as follows:
   a. Name: Sri K Saleem Ali, IPS (Retd.) Email: saleemali53@gmail.com
   b. Name: Sri Anand Deep, IRS(Rtd.) Email: anand.deep117@gmail.com
8. IP shall cover all phases of procurement. IP shall come into force when both the parties have signed it.
9. In case a bidder has failed to sign all pages of Integrity Pact while submitting his bid, an opportunity shall be provided to the concerned for signing and submitting the Integrity Pact within a reasonable time in the initial stages of implementation. However, efforts should be made gradually by educating agencies for taking proper care for signing all pages of the Integrity Pact before submitting the bid.

For any further clarification, please contact at ditprocure@syndicatebank.co.in
INTEGRITY PACT

Syndicate Bank hereinafter referred to as "The Principal" and

_.............................................._ hereinafter referred to as "The Bidder/Vendor"

Preamble

The Principal intends to award under laid down organizational procedures, contract against enquiry no.................... for.................. for the principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and fairness/transparency in its relations with its Bidder(s) and/or vendor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principle mentioned above.

Section-1- Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

   a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, seek or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b) 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/additional information through which the Bidders(s) could obtain an advantage in relation to the tender process or the contract execution.

   c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2-Commitments of the Bidder(s)/ Vendor(s)

1. The Bidder(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

   a) The Bidder(s)/Vendor(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 kind whatsoever during the tender process or during the execution of the contract.

   b) The Bidder(s)/Vendor(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 Bidder(s)/ Vendor(s) will not commit any offence under the relevant Anti-Corruption Law of India; further the Bidder(s)/ Vendor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Vendor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s)/ Vendor(s) of the Indian Nationality shall furnish the name and address of the foreign principals or associates if any. All the payments made to the Indian agent/representative have to be in Indian Rupees only.

e) The Bidder(s)/ Vendor(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 Bidder(s)/ Vendor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

3. The word "he/his" would include an individual or a partnership or a consortium, which is a party to this agreement.

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

If the Bidder(s)/ Vendor(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 creditability in question, the Principal is entitled to disqualify the Bidder(s)/Vendor(s) from the tender process and take appropriate action.

Section 4-Compensation for Damages

1. If the Principal has disqualified the Bidder(s)/Vendor(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/Bid Security.

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 shall be entitled to demand and recover from the Bidder/Vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5-Previous transgression

1) The Bidder/Vendor declares that no previous transgression occurred in the last 3 years with any other Company in India and outside conforming to the Til's anti-corruption approach including Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder/ Vendor makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken.

Section 6- Equal treatment of all Bidders/Vendors

1. The Principal will enter into agreements with identical conditions as this one with all Bidders and Vendors.

2. The Principal will disqualify from the tender process all bidders/Vendors who do not sign
Section-7  **Criminal charges against violating Bidder(s) Vendor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Vendor, and Subcontractor or of an employee or a representative or an associate of a Bidder, Vendor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of Syndicate Bank.

Section 8- Independent external monitor/ monitors.

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Vendors as confidential. He reports to the MD, Syndicate Bank.

3. The Bidder(s)/Vendor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Vendor. The Vendor 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 Subcontractors also. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Vendor(s)/Subcontractor(s) as confidential.

4. 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 Bidder/vendor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. 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.

6. The Monitor will submit a written report to the MD/CEO, Syndicate Bank within 8 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the MD/CEO, Syndicate Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/CEO, Syndicate Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word “Monitor" would include both singular and plural.

Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Vendor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. 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/CEO, Syndicate Bank.
Section 10 - Other provisions

1. The agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the principal, i.e., Bengaluru.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Bidder/vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. In the event of any contradiction between the Integrity Pact and its Annexures, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal) (For & On behalf of Bidder/ Vendor)
(Office Seal) (Office Seal)

Place ........
Date .......

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

---END OF DOCUMENT---