

**INTEGRITY PACT**

**BETWEEN**

**Alliance Air Aviation Limited (AAAL), a fully owned subsidiary of AIAHL hereinafter referred to as "The Buyer",**

**And**

----- Hereinafter referred to as **"The Bidder"**

**PREAMBLE**

Recognizing the importance of integrity, transparency, and accountability in procurement processes, **Alliance Air Aviation Limited (AAAL)** and [Name of Bidder] hereby commit to adhere to the principles outlined in this Integrity Pact (IP).

To achieve these goals, the Buyer has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Buyer**

S.No:	Main Obligations to be met by the Integrity Pact by perspective Buyer
1	Buyer undertakes that its officials will not demand or accept any bribes, kickbacks, gifts, facilitation payments, etc., with appropriate administrative, disciplinary, civil, or criminal sanctions in case of violation
2	The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will 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 Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
3	The Buyer will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective Bidder.
4	If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or the conduct rules of the Buyer, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.
5	The commitment by the buyer to report to the monitor any attempted or fulfilled breaches of the IP.

**Section 2 – Commitments of the Bidder(s)**

S. No:	Main Obligations to be met by the Integrity Pact submitted by perspective Bidders
1	The Bidder undertakes that it has not paid, and will not offer or pay, any bribes, kickbacks, facilitation payments, gifts, etc. to obtain or retain the contract; along with the appropriate contractual, administrative, civil, or criminal sanctions in case of violation
2	The Bidder undertakes that it has not colluded and will not collude with other bidders to rig or influence the tender process in any way
3	The Bidder undertakes to disclose to the buyer and the monitor all payments made, or promised, in connection with the contract in question to anybody (including agents and other middlemen). This refers to payments made directly, as well as indirectly through



	family members, etc.
4	The explicit acceptance by bidder that the no-bribery commitment and the disclosure obligation, as well as the corresponding sanctions, remain in force for the winning bidder until the contract has been fully executed
5	The explicit acceptance by bidder that it will have to provide the inclusive IP undertaking/s from or on behalf of all its sub-contractors and joint-venture partners.
6	Bidders are advised/requested to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of a code of conduct throughout the company.
7	Bidder undertakes that it has not been involved in conduct forbidden by the IP or any other related corrupt behavior in the period prior to the bid (this can be 3-5 years, for example). If it were involved, the bidder is required to disclose the case and to show what it has done to address the issue and to correct the problem and its causes.
8	The external monitor referred to in the IP should be granted the same access to all information related to the tender by the buyer and the bidders, subject to a confidentiality agreement. If necessary, similar access could be granted to a representative from civil society.
9	The commitment by the bidder to report to the monitor any attempted or fulfilled breaches of the IP.
10	The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
11	The Bidder(s) will, when presenting his Bid, disclose 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.
12	The Bidder(s) shall not approach the Courts while representing the matters to IEMs and they will await the decision of the IEMs in the matter.
13	This integrity pact shall override the confidentiality clause, if any, in the offer submitted by the Bidder and in the Agreement entered by the Bidder with the Buyer.

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

If the Bidder(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 its reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) from the tender process and take appropriate action.

### Section 4 – Equal treatment of all Bidders

- 1) The Buyer will enter into Agreements with identical conditions as this one with all Bidders.
- 2) The Buyer will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

### Section 5 – Criminal charges against violating Bidder(s)

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



#### Section 6 – Independent External Monitor/Monitors

- 1) As per guidelines laid by the government of India, Buyer has appointed,
  - Mr. Pramod Shripad Phalnikar, IPS (Retd), Email: [pramodphalnikar@gmail.com](mailto:pramodphalnikar@gmail.com) and
  - Ms. Dolly Chakrabarty, IAAS (Retd), Email: [dollychakrabarty@gmail.com](mailto:dollychakrabarty@gmail.com),as 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, if need be.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs their functions neutrally and independently. They shall report to CMD AIAHL (Parent company of AAAL).
- 3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality. The monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising out later, the IEM shall inform CMD AIAHL/CEO AAAL and recuse himself / herself from that case.
- 4) The Buyer 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 Buyer and the Bidder. 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 Buyer 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 CMD AIAHL/CEO AAAL within 8 to 10 weeks from the date of reference or intimation to them by the Buyer and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to CMD AIAHL/CEO AAAL, a substantiated suspicion of an offence and the CMD AIAHL/CEO AAAL 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 7 – Pact Duration

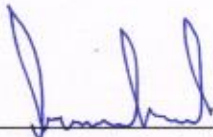
The validity of this Integrity Pact shall be from the date of its signing and extend up to tenure of the contract or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. In case of unsuccessful Bidder(s), this Integrity Pact shall expire after six months from the date of the signing of the contract with the successful Bidder.



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 CMD AIAHL/CEO AAAL.

**Section 8 – Other provisions**

- 1) Changes and supplements as well as termination notices need to be made in writing.
- 2) Bidder(s)/Buyer(s) need to ensure that the side agreements have not been made.
- 3) If the Bidder 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) Issue like Warranty / Guaranty etc. shall be outside the preview of IEMs.
- 6) In the case of any contradiction between the Integrity Pact, the Clause in the Integrity Pact will prevail.

  
\_\_\_\_\_  
(For & On behalf of the Buyer)  
(Office Seal)



\_\_\_\_\_  
(For & On behalf of Bidder)  
(Office Seal)

Place NEW DELHI

Date \_\_\_\_\_

Witness 1:

(Name & Address)

Mansu Kumar  
H.No 63/1 A Block, Kirti  
Vihar, Bansi, Delhi-110014

Witness 2:

(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_