

<p>कोल इण्डिया लिमिटेड महारत्न कंपनी (भारत सरकार का एक उपक्रम) सामग्रीप्रबंधन विभाग एक्शनएरिया -1A, न्यूटाउन, कोलकाता- 700 156 ई-मेल: gmmm.cil@coalindia.in वेबसाइट: www.coalindia.in</p>		<p>Coal India Limited A Maharatna Company (A Govt. of India Enterprise) Materials Management Division, Action Area-1A, New Town, Kolkata - 700 156 E-MAIL: gmmm.cil@coalindia.in WEBSITE: www.coalindia.in Phone No. 033-2324 4127 Fax No. 033-2324 4115</p>
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Ref. No. CIL/C2D/IP/ 1372

Date: 18.02.2020

सेवा में,

अध्यक्ष-सह-प्रबंध निदेशक, भारत कोकिंग कोल लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक, सेंट्रल कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक, ईस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक, महानदी कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक, नॉर्थर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक, साउथ ईस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक, वेस्टर्न कोलफील्ड्स लिमिटेड
अध्यक्ष-सह-प्रबंध निदेशक, सेंट्रल माइन प्लानिंग एंड डिजाइन इंस्टिट्यूट लिमिटेड

Dear Sir,

Sub: New "Format for Integrity Pact"

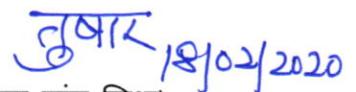
This has reference to our earlier letter no. CIL/C2D/Integrity Pact/829 dated 02.08.13, whereby a format for Integrity Pact was circulated for implementation.

Now a new format has been drafted for implementation of the same which has been duly approved by competent authority. A copy of new "Format for Integrity Pact" is enclosed herewith and same is being circulated for implementation.

This issues with approval of Chairman, CIL.

Encl: As above

भवदीय,



(तुषार कांत मिश्रा)

महाप्रबंधक (सा प्र)

Copy to:

1. Director (Tech)/ Director (Fin.)/ Director (P&IR)/ Director (M&S), CIL
2. Chief Vigilance Officer, CIL
3. TS to Chairman, CIL.
4. General Manager (MM), ECL/BCCL/CCL/CMPDIL/WCL/SECL/NCL/MCL
5. General Manager, NEC, Margherita Assam
6. HODs under Technical Directorate, CIL
7. General Manager (Fin), CIL.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of20..., between, on one hand, Coal India Limited/Subsidiary Cos. acting through Shri, Designation of the officer, (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

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 BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS 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 BUYER 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:

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, demand; take a promise for 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 Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. 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.