
Integrity Pact Policy

**HLL Lifecare Limited,
Poojapura,
Thiruvananthapuram**

**Amendment in Version 2: Para 6(ii)
of the document is amended with
effect from 13th August 2018.**

1. Introduction

HLL is committed to provide the most ethical and corruption free business environment. HLL values its relationships with all counterparts and deals with them in fair and transparent manner. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in all transactions of corporate entity. HLL has taken steps to publish the procurements and tenders in websites, clearly defining the conditions of tenders, for wide dissemination of information. In this respect, CVC has proposed Integrity pact as a vigilance tool, conceptualized and promoted by Transparency International and has provided basic guidelines.

To ensure that all activities and transactions between the company and their suppliers and contractors are dealt in a fair, transparent and corruption-free manner, HLL wants to implement the Integrity Pact Policy in respect of all contracts of the value exceeding the threshold limit mentioned in the Policy. As a part of this initiative, HLL will in consultation with Central Vigilance Commissioner, appoint external Independent Monitors who will help HLL in implementing the Integrity Pact Policy. The Integrity Pact would be signed by bidder(s) who respond to the tenders published by HLL at the pre-tendering stage itself, and will form part of the tender document. A pre-signed Integrity Pact by the Buyer would form part of the tender document. The bidder(s) would sign the Pact and submit it along with the financial and technical bids.

2. Commitments and Obligations of HLL

- i. HLL is committed to have ethical and corruption free business dealings with counterparty(s).
- ii. HLL values its relationship with all counterparties (prospective bidders/ tenderers) and will deal with them in a fair and transparent manner.
- iii. HLL will deal with all counter parties with equity, reason and fairness.
- iv. HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not seek or take bribe/undue benefit directly for themselves or for third party(s).
- v. HLL will exclude all Associates who may be prejudiced or have a conflict of interest in dealings with counter parties.
- vi. HLL will initiate punitive and corrective action, and pursue it vigorously whenever corruption or unethical behavior occurs.

3. Commitments and Obligations of Counter Party(s)

- i. The counterparty and or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not pay any bribe or offer or involve any form of illegal benefit to anyone to gain undue advantage in dealing with HLL, directly or through third party(s).
- ii. The counterparty will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- iii. The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- iv. The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- v. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- vi. The counterparty will not commit any offence or instigate third persons to commit offences under Indian Penal Code 1860 / Prevention of Corruption Act, 1988 or be a partner to such offences.
- vii. The counterparty shall not lend to, borrow any money from, or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the HLL.
- viii. The counterparty will not make any false or misleading allegations against HLL or its Associates.
- ix. If the counterparty or any employee of the counterparty or any person acting on behalf of the counterparty, either directly or indirectly, is a relative of any of the officers of the HLL, it shall be disclosed by the counterparty at the time of filing of tender. Alternatively, if any relative of an officer of the HLL has financial interest/stake in the counterparty's firm, the same shall be disclosed by the counterparty at the time of filing of tender.
- x. A foreign counterparty shall disclose to HLL the name and address of their agents and representatives in India and an Indian Bidder shall disclose their foreign principals or associates.

4. Violations and Consequences

- i. If a counter party commits violation of its Commitments and Obligations under Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% of value of the dealings or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- ii. In case of violation of the Integrity Pact after award of the contract HLL will be entitled to terminate the contract. HLL shall also be entitled to demand and recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.
- iii. HLL may initiate criminal proceedings against the violating counterparty.
- iv. HLL may take appropriate action against its Associates (i.e. employees, contract staff, agents, consultants, advisors, etc.), in case there is a violation of the Integrity Pact by them.
- v. HLL may debar bidder from participating in future bidding processes of the company for a minimum period of five (5) years, which may be further extended at the discretion of the HLL or until the Independent External Monitors is satisfied that the Counterparty will not commit any future violation.

5. Independent External Monitors

- i. The Board of directors of HLL is the authority to appoint Independent External Monitors (IEMs) to oversee the implementation and effectiveness of the Integrity Pact Policy. For this purpose, a panel of Independent Monitors may be constituted by the authority in concurrence with Central Vigilance Commissioner (CVC). It will be a voluntary, non-salaried position of three (3) year term. Independent Monitor will have status/benefits similar to those of Independent Directors of HLL.
- ii. The Independent Monitor will be a person of Impeccable Integrity, and reputation, possess domain experience of the activities of Public Sector Undertakings or the relevant field with which they may be required to deal, knowledgeable of HLL's business and experienced in commercial activities.
- iii. The main objective of the IEMs will be to oversee the implementation of the Integrity Pact Program, to prevent corruption, or any other unethical practices in the implementation of the contract.

- iv. The IEMs will not have administrative or enforcement responsibilities. They will coordinate through the Chief Vigilance Officer of HLL (CVO) or other anti-corruption institutions such as CVC. *(IEMs may engage services of outside agencies such as accounting firms, law firms, etc. at HLL's expense, if required, in discharge of his responsibilities after obtaining the approval of the Chairman & Managing Director of HLL.)*
- v. The IEMs will have access to all offices and internal records of HLL in respect of the Tender in question. They will also have access to Counterparties' records and information regarding its dealing with HLL.
- vi. There will be structured meetings of the IEMs with the CVO on a quarterly basis to discuss/review the information on Purchase orders/tenders awarded in the previous month.
- vii. The IEMs will have right to attend any meetings between HLL and the Counterparty(s). As far as possible, the meetings will be scheduled in India. In respect of any meeting to be held outside India, attendance by the IEMs would be decided in consultation with the CVO. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s) /Sub-contractor(s) with confidentiality.
- viii. If the IEMs observe or suspect an irregularity, they will inform the CVO. Once the IEMs are satisfied that any irregularity has taken place, they may also inform the CVC.
- ix. The IEMs can be removed from office only with the approval of the Board of directors of HLL.
- x. The IEMs will submit a written report to the CVO within 8 to 10 weeks from the date of reference or intimation to them by HLL and, should the occasion arise, submit proposals for correcting problematic situations.

6. Implementation Guidelines

- i. The threshold value for the contracts to be covered through Integrity Pact has been decided to cover all significant transactions or contracts commensurate with the size and business operations of the company. Apart from all high value contracts, those contract involving complicated or serious issues are brought within the ambit of Integrity Pact, after a considered decision of the management.

- ii. Integrity Pact Policy will apply to all transactions/contracts mentioned below.

Transaction	Threshold value (` crore)
Contracts/Work orders/Purchase Orders of both Revenue & Capital nature.	10.00

In the case of Capital and Revenue items that are Proprietary in nature, the Integrity Pact would apply to all transactions/contracts irrespective of the value of transaction.

- iii. Integrity Pact Clause, which should be included with every Work Orders/ purchase orders/tenders crossing the threshold limit.
"The Integrity pact annexed shall be part and parcel of this document, and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre bid obligation and should be submitted along with the financial and technical bids. All the bidders are bound to comply the Integrity Pact clauses. Bids submitted without signing Integrity Pact will be ab initio rejected without assigning any reason".
- iv. Integrity Pact would be operative from the stage of invitation of bids until the completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings"
- v. Integrity Pact to be signed between HLL and Bidders/Contractors is enclosed as **Exhibit** hereto.
- vi. The Vigilance Department in HLL would be responsible for review, enforcement and reporting on all related vigilance issues.
- vii. HLL will notify all senior level Executives, Board of Directors, any other oversight body of the Company and major suppliers of HLL's plan to implement the Integrity Pact Policy. Further, the Integrity Pact Policy shall be included in HLL's web site and disclosed to the media.
- viii. HLL will conduct orientation Programme for senior level Executives to equip them to implement Integrity Pact policy successfully.
- ix. Officers of HLL will take pledge for implementation of Integrity Pact policy.

- x. CVC guidelines issued from time to time will be strictly followed with respect to implementation of Integrity Pact policy.
- xi. An internal assessment of the impact of Integrity Pact shall be carried out periodically by the CVOs of HLL and reported to the Central Vigilance Commission and would keep the Commission informed with the implementation status through their monthly reports or special reports.

7. Periodic Review and Evaluation

The CVO will carry out periodic review of Integrity Pact Policy as mentioned below:

- i. IEMs and the CVO will do an annual self-assessment of Integrity Pact Policy's effectiveness and identify areas/ways to improve.
- ii. HLL will organize an annual financial review by independent auditors to determine effectiveness of Integrity Pact Policy in reducing corruption.
- iii. HLL will organize an annual physical review by a known NGO having particular expertise in this field.
- iv. IEMs will submit an annual report on the progress/effectiveness of Integrity Pact Policy to the CVC.
- v. HLL will publish an Integrity Pact Policy report in the Annual Report.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of February 2012,

Between

HLL Life Care Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HLL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented 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 Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

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:-

1. Enable HLL to obtain the desired materials/stores/equipment/work/project done 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
2. Enable the BIDDER 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 HLL 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:

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not 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, either for themselves or for any person, organization or third

HLL Lifecare Ltd.

Division : _____

Tender No: _____

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 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HLL 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.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER 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 or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, 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.
 - 2.2 The BIDDER 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 HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

HLL Lifecare Ltd.

Division : _____

Tender No: _____

- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HLL or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, 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.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, 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.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 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 Nationality shall furnish the name and address of the foreign Principal(s), if any.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

3.1 The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, t HLL is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders/Contractors/ Subcontractors

4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation/Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

7.7 HLL will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.

7.8 The Monitor(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER and, should consent arise, submit proposals for correcting problematic situations.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

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

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER/Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful 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 Chairman and Managing Director of HLL.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

HLL Lifecare Ltd.

Division : _____

Tender No: _____

13.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

13.3 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

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL

BIDDER

DR.R.K.VATS IAS
Chairman and Managing Director
HLL Lifecare Limited,
Thiruvananthapuram.

Chief Executive

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.