# MPCON LIMITED.

# REQUEST FOR PROPOSAL (RFP) FOR

For

# **EMPANELMENT OF**

# **CONSULTANCY AGENCIES**

# FOR UNDERTAKING PROJECT & TECHNICAL CONSULTANCY PROJECTS ON A REVENUE SHARING BASIS WITH MPCON

# 1. NOTICE

Subject: <u>Empanelment of Project /Technical Consultancy Service Providers</u> on non-exclusive basis for Project & Technical Consultancy Services with MPCON on revenue sharing basis.

Applications in prescribed Performa are invited by MPCON from eligible interested Partners.

1	Name of Work	Project & Technical Services Consultancy.		
2	NON Refundable Empanelment Rs. 10000/- + 18% GST ( DD in favor of MPCON Ltd)			
	Fee			
4	Performance Bank Guarantee	On Case to Case Basis after issuance of Work order and before		
		commencement of work. NOT to be submitted Now.		
6	RFP no.	PTC-08/06/25/01		
7	RFP available from date	12/6/2025		
8	Last date of receipt of bid	27/6/2025		

Interested Partners may apply in the prescribed form which is available on <a href="www.mpconsultancy.org">www.mpconsultancy.org</a>. Duly filled Form along with all required documents in Eligibility criteria may submitted to MPCON Ltd at the following address in HARD COPY ONLY.

MPCON Ltd. Ground Floor, Rajiv Gandhi Bhawan-2 35, Shyamla Hills, Bhopal-462002

# 2. Introduction

MPCON will Tie-up **on non-exclusive basis**, with the eligible parties for undertaking various Project & Technical Consultancy Services on a revenue sharing basis under this RFP.

# 3. Model of Execution & Scope of Work

The Project & Technical Consultancy Services empanelment is being done in these domains

- Preparation of Detailed Project Reports , Techno Economic Viability Reports
- Conducting Socio Economic Surveys, Market Surveys, GPS based surveys etc.
- Project Management Consultancy/Unit
- **O** IT/ITES/Networking/Cloud Technologies /Cyber Security & Software/Cyber Audit/Application development like web, Apps, social media content/AI based services and other areas in IT/ITES which the applying agency may specify.
- O Consultancy in Renewable Energy Sources / Carbon Trading /Carbon Audits
- Consultancy in Quality Management Services , Quality verification services, Quality System Design
- Technical Solutions Solid/ Liquid Waste Management
- CSR consultancy for rural /urban areas
- Consultancy in education sector on turnkey basis.
- In any specialized domain related to any other field as per client requirement.

Above related fields are not exhaustive and MPCON may get business as per the need and requirements of customers/Clients/Govt. Policies.

# 4.1 Duration of Empanelment & Non Exclusivity

Agencies will be empanelled initially for TWO (2) years and will be extended to another two years on yearly basis, at the discretion of MPCON Subject to Satisfactory performance and execution of at least one project in Normal agreement period. The empanelment of agencies will be on non-exclusive in nature and the applicant can't claim any right to any business, customer, area or product etc. with MPCON just on the basis of empanelment.

- **4.2** MPCON reserves the right to terminate the process of selection/empanelment at any point of time or change the conditions of empanelment, at any point during the process of employment or thereafter, if it feels that business interests of MPCON are not being served or jeopardized in any way or due to any change in subsequent policy.
- **4.3** MPCON may engage these empanelled agencies based on their quote submitted for projects in the normal course for projects procured through their association as provided in the financial quote. However, for projects which have been procured by MPCON and are required to be executed through agencies , the same may be given for execution after obtaining their rates through a bidding process among the empanelled agencies , if required by it for any project later on.

#### 5. Non-Performance

In case of non-performance or breach of agreement or terms & conditions of work orders, MPCON reserves the right to terminate the agreement and debar the AGENCY from future dealings for up to three years.

MPCON will review empanelment of all agencies which are not active /dormant. Meetings with all such agencies will be held be by MPCON to discuss Business avenues and their performance. However, if such agencies do not respond for the meeting or do not still show any interest towards getting, their empanelment may be terminated by MPCON.

# 6.Operational & Legal aspects:

- All disputes will be subject to Bhopal Jurisdiction Only and the Courts of Bhopal will only be competent to deal with legal issues arising out of this EoI/Empanelment.
- The agencies will ensure compliance with all applicable laws, including employment laws for its staff, and indemnify MPCON against any related liabilities.
- The agency will be responsible for ensuring the safety, security, and compliance of all operations related to the projects.
- The agency will not share MPCONs data with any other entity.
- MPCON reserves the right to create new categories of agencies, appoint additional providers, or execute projects directly, if required.
- In cases where customer/Client requirements demand more stringent measures and confidentiality of client data, MPCON may override standard terms and conditions and such terms & conditions will automatically become part of the SLA & work orders under which the agency will execute the projects
- Safeguarding of clients data at all times for projects done by the agency on behalf of MPCON
  would be the responsibility of the agency which has executed the projects on behalf of
  MPCON.

# 7. Commercial Conditions

- 7.1 Agency shall have to submit PBG required for every customer/client RFP/EOI on a back-to-back basis for which work is allotted by MPCON
- 7.2. Without prejudice to its rights or any other remedy, MPCON may encash the PBG in case of any breach in terms and conditions of the Revenue Share Agreement by AGENCY or in case of business loss suffered by MPCON due to poor quality of service on part of the AGENCY.
- 7.3 The AGENCY will claim a revenue share from MPCON after project payments are received by MPCON and the project is implemented successfully. The payment will be on back to-back basis, after deducting due penalties/applicable, statutory deductions made by client. The agency shall provide the revenue sharing ratio as per format provided.(Financial Quote)

# 7.3.1 Payments and Penalties:

- a) Payment to AGENCY will be made after receipt of payment from the customer and deducting due penalties, if any etc.
- b) The payments to AGENCY would be done by MPCON after verification of records.
- c) Any penalty amount will be recovered from the Share of the AGENCY and /or from PBG or subsequent payments due to the AGENCY.
- d) If any project is having other than the above-mentioned penalty clauses, then the same will be applicable on back-to-back basis to / AGENCY and it will be mentioned in the work order.

# 8. Eligiblity Criteria

- The agency must have relevant experience in the particular field for consultancy for at least 3 years.
- Must have at least 5 Technical Persons in the relevant field in which they are seeking empanelment.
- Must have at least two work orders every year in the relevant consultancy field.
- The agency must have an office in Madhya Pradesh which should have been functioning since the last three years. Relevant rent agreement/ownership, Electricity Bill should be provided in its support.
- The agency must have at least one active empanelment in any PSU of the Central or state Govt.
- 8.1 **Relaxations:** Relaxations, if any with respect to any eligibility criteria would be at the sole discretion of MPCON looking to its business outlook and exceptionality of the agency being empanelled subject to approval of the competent authority of MPCON.

# 9. Force- Majeure:

If at any time, during the continuance, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the AGENCY, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of MPCON as to whether the service may be resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive. However, the Force majeure events noted above will not in any way cause extension in the period of the agreement.

### **10.Confidentiality:**

Empanelment partner will maintain confidentiality and in no case any information be circulated in public which may lead to affect MPCON brands name or Business.

# 8. Non-Disclosure

Empanelment partner will, in no case circulate  $\,$  information  $\,$  in public, which may  $\,$  affect MPCON brand name, image or business  $\,$ .



# MARKING SYSTEM FOR EVALUATION FOR EMPANELMENT OF AGENCIES

# I. Empanelment of Consultants

Criteria	Marks .		
Average Annual Turnover of the	(Maximum - 15 marks)		
Applicant (during any two of the last three	Minimum Rs.25 lakhs - 5 marks		
financial years)	For every 5 lakhs beyond Rs.25 lakhs - 1 marks		
No. of Resources for Consultancy			
Work	(Maximum - 25 marks)		
Each Resource to be graduate/			
postgraduate in economics/ commerce/ BE/	For each Resource with the given qualification – 5		
B Tech/ MBA/ CS/ CA or any other	HidrKS		
equivalent qualification	3,		
	(Maximum - 20 marks)		
Geographical Coverage/	Presence in M.P./ Chhattisgarh – 10 marks		
Areas of Operations	2 marks for operational presence in each other		
	state/ UT		
	(Maximum - 20 marks)		
	For each work order of value more than Rs.2 Lakh		
No. and Value of Work Orders for	in last three years - I marks		
similar works (TEV/DPR/LIE etc.)	However, 2 marks would be provided for each project with value of more than Rs.5 Lakh in last three years.		
Technical Presentation	(Maximum - 20 marks)		

Agencies securing > 60 marks as above will only be considered technically qualified for empanelment.

Note: 1. Pl. note that the above marking system is applicable for agencies applying in the domain of project consultancy i.e DPRs, LiE, TEV reports etc. only. In case of other technical domains, the Marking related in respect to work orders would start as under- For work orders upto 10 lakhs -1 mark each. For projects above 10 lakhs to 20 lakhs 2 marks each and for projects above Rs. 20 lakhs 5 marks each.

2. In order to be empanelled in a particular domain, there must be at least three work orders in the said domain of at least Rs. 10 lakh each every year or at least single work order of Rs. 30 lakhs in each year for three years.

# FINANCIAL QUOTE

# (To be Submitted in Separately in Envelope-2 Clearly marked as Financial Bid on Top of the Envelope)

Proposed Revenue as a % of the project fee/revenue			
Agency Share			
MPCON Share			

### Note:

- 1. In case of agencies applying for multiple domains, this format should be filled for each domain separately in separate envelopes.
- 2. Tax deductions as per Govt. norms would apply in all cases.
- 3. Fee would be payable only on receipt from the client.
- 4. In case the revenue share quoted by any agency for MPCON is less than the permissible limit set by MPCON's policy, such a quote would not be acceptable to MPCON and the in that case a fresh financial bid may be required to be submitted by the said agency.
- 5. In case the revenue quoted in favour of MPCON is less than the permissible limit of MPCON's policy, then a limited financial quote may be asked from the agencies empanelled in the same domain in order to get the best rates for MPCON in order to execute the project on hand.

(Signature of applicant along with Organization Seal

# **AGENCY Profile**

Name of	f the Indivio	dual/ F	irm:				
Type of Firm: LLP/ Partnership firm / Private Limited Company / Public Limited Company: (Tick							
whichever applicable)							
Present Correspondence Address:							
Telephone NoMobile Noe-Mail:e-Mail:							
Official website URL:							
Address	of Pla	ace o	of Work:				
_				Fa	x No		
GST No	of company	y/ Firm			x No		
GST No	of company	y/ Firm ropriet of	or/ Partners/ l		x No	DIN (Applicable for Directors)	Mobile
GST No	of company f the Sole Pr	y/ Firm ropriet of	or/ Partners/ l	Director(s):	ı	DIN (Applicable	Mobile
GST No	of company f the Sole Pr	y/ Firm ropriet of	or/ Partners/ l	Director(s):	ı	DIN (Applicable	Mobile

the capacity in which he is authorized (in case of partnership/ Private Ltd Company):

Place.....

Signature
Authorized Signatory
Name

# Annexure-B

# **Undertaking and Declaration**

For understanding the terms & condition of RFP & Scope of work,

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a) Certifie	ed that:
•	have read, understood and agree with all the terms and conditions, cations and agreement included in the EOI documents.
2. If I/W d	e fail to enter into the agreement & fail to deliver the business, the Performance Bank Guarantee
3.	
<b>4.</b> eposite	ed by us will stand forfeited to the MPCON.
b) I/We h	ereby covenants and declares that:
1.	All the information, documents, photo copies of the documents/ certificates enclosed along with the RFP offer are correct.
2.	If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, MPCON reserves the right to terminate the agreement for empanelment of the Service providers and forfeit the PBG / Bill amount pending with MPCON. In addition, MPCON may debar the bidder from participation in its future RFP/ tenders.
Date:	Place:
	Signature of Applicant
	Name of Applicant

#### Annexure-C

## **Integrity Pact**

This Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on ......, between, on one hand, MPCON Limited., a subsidiary of IFCI at 35, Shyamla Hills, Ground floor, Rajeev Gandhi Bhawan-2, acting through its authorised officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, his/her successors in office and assigns) of the First Part

# And

....., represented by ....... (i.e Vendor/ Empanelled Agency hereinafter called the 'Counter Party') which expression shall mean and include, unless the context otherwise requires, her successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the principal has appointed Independent External Monitors (IEMs) to monitor the Tender process and execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and

WHEREAS the Counter Party is a private Company/ Public Company/ Government Undertaking/ Partnership, etc. constituted in accordance with the relevant law in the matter and the Principal is a Government Company

### NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence, prejudiced dealing prior to, during and subsequent to the tenor of the contract to be entered into with a view to"

Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Counter Party to abstain from bribing or indulging in any type of 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 PRINCIPAL will commit to prevent corruption	, in any from, b	by its officials by	following transparent
procedures.			

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

# A. Commitment 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 any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services/goods, 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 the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential / additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
  - c. The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
  - 2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### B. Commitments of Counter Parties

The Counter Patty commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) commit herself / themselves to observe these principles during participation in the Tender Process and during the Contract execution:

2. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the PRINCIPAL which is not available legally, connected directly or indirectly with the bidding process, or to any person company or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The Counter patty 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,

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commission, fees, brokerage or inducement etc. to any official of the Principal or otherwise in procurement contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any

other contract with the Principal for forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Principal.

- 3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals and associates.
- 4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid / contract.
- 5. The Counter Patty has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the contract to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
- 6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
- 7. The Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other Bidders with respect to prices, specifications, certifications, subsidiary contracts etc.
- 8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Counter Party also undertakes to exercise due and adequate care lest any such information is divulged.
- 10. The Counter Party commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 11. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
- 12. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies-Act, 2013.

- 13. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
- 14. The Counter Party shall disclose any transgression with any other Company that may impinge on the ant-corruption Principle.
- 15. The Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### C. <u>Disqualification from Tender Process and exclusion from Future Contracts</u>

- 1. If the Bidders, either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put her reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the Contract, if already executed or exclude the Counter Party from future contract award processes.
- 2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
- 3, Apart from the above, the Principal may take action for banning of business dealings / Counter Party as deemed fit by the Principal.
- 4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down company procedure, revoke the exclusion.

### D. <u>Consequences of Breach</u>

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the Principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party:

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party(ies) from the Tender Process prior to the award of the Contract or terminated

the Contract or has accrued the right to terminate the Contract according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.

2. Criminal Liability: IF the Principal obtains knowledge of conduct of a Counter Party which constitute corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

# E. <u>Equal Treatment of all Bidders/Manpower Agencies/Sub-Manpower agencies/Counter Parties</u>

- 1. The Counter Party (ies) undertake (s) to demand from all sub- agencies a commitment in conformity with this Integrity Pact, The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-Manpower agencies / sub-vendors.
- 2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
- 3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### F. Independent External Monitor (IEM)

1. The Central Vigilance Commission has approved the appointment of Independent External Monitor (s) (IEMs) for this Pact. The task of the IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact. The name and particulars of the two IEMs is as under:-

I. Mrs. Rajni Sekhri Sibal	2. Dr. Ravendra Singh
Email Id: rajnisekhrisibal@gmail.com	Email ID: ravendra026@gmail.com

- 2. The IEM is not subject to instructions by the representatives of the parties and performs her functions neutrally and independently. The IEM shall give her / recommendations to the MD MPCON Ltd.
- 3. The Counter Party(ies) accept that IEM has the right to access without restriction, to all Tender documentation related papers / files of the Principal including that provided by the Counter Party. The Counter Party will also grant the IEM, upon her request and demonstration of a valid interest, unrestricted and unconditional access to her or any of her Sub-Manpower Agency's Tender Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Counter Party (ies) with confidentiality.
- 4. As soon the IEM notices, or believes to notice, a violation of this Pact, 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 IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 5. The IEMs would examine all complaints and would give their recommendations / views to the MD of the Principal. IEM may also send their report directly to the CVO and the Commission in case of suspicion of serious irregularities requiring legal / administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
- 6. For ensuring their desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct and investigation and submit their joint recommendation to the management of the Principal.
- 7. The role of the IEMs shall be advisory and would not be binding and it is restricted to resolving issues raised by the Counter Patty regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Patty.
- 8. The word 'IEM' would include both singular and plural.

### G. **Duration of the Integrity Pact (IP)**

- I. This IP shall be operative from the date IP is signed by both the Parties till the final completion of the contract. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.
- 2. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD&CEO, IFCI Ltd.

### **H. Other Provisions**

- 1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office / Regional Offices of the Principal who has floated the Tender. The concerned Office / Department which has floated the Tender would be the focal point for implementation of IP.
- 2. Changes and supplements in any Procurement / Service Contract / Tender need to be made in writing. Changes and supplement in IP need to be made in writing.
- 3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
- 4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties Will strive to come to an agreement to their original intentions.
- 5. A person signing the IP shall not approach the Court while representing the matter to the IEMs and he / she will await their decision in the matter.
- 6. This IP is deemed as part of the procurement / service contract and both the Principal and the Counter Party are bound by its provisions.

### I. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses: -

(For and behalf of Principal)		
(For and behalf of Counter Party) WITNESSES:		
1	(Signature, name and address)	
2	(Signature, name and address)	

Note: In case of Purchase Order wherein formal agreements are not signed reference to witnesses may be deleted from the past pat of the Agreement.