

MPCON LIMITED.

REQUEST FOR PROPOSAL (RFP) FOR

For

EMPANELMENT OF

SKILL DEVELOPMENT PARTNERS (TP)

**FOR CONDUCTION OF SKILL DEVELOPMENT PROGRAMMES (TRAINING,
MOBILIZATION, PLACEMENT)**

ON A REVENUE SHARING BASIS WITH MPCON

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NAME of applicant

Signature of applicant

1. NOTICE

Subject: Skill Development Partner (TP) on non-exclusive basis for Skill Development programme with MPCON FOR Imparting Training, Trainee Acquisition/Mobilization & Placement Assistance at various locations across the country on revenue sharing basis.

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

1	Name of Work	Skill Development Partner (TP)
2	NON Refundable Empanelment Fee	Rs. 10000/- + 18% GST
4	Performance Bank Guarantee	As per Eligibility Criteria on Case to Case Basis after issuance of Work order and before commencement of work. NOT to submitted Now.
6	RFP no.	TRG-25-26/01
7	RFP available from date	27/5/2025
8	Last date of receipt of bid	12/6/2025

Interested Partners may apply in the prescribed EOI form which is available on www.mpconsultancy.org . Duly filled EOI document 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

NAME of applicant

Signature of applicant
(As a token of acceptance of all Clauses)

2. Introduction

MPCON will Tie-up **on non-exclusive basis**, with the eligible parties for Skill Development and Activities for external organizations (Central/State Govt. Ministries/PSUs/SPVs/Corporates Enterprise customers etc..) at various location across the country on revenue sharing basis under this RFP.

3. Model of Execution & Scope of Work

The Skill Development & Empowerment related activities will be provided in following domains:

- All Skills & Trades as per domains of Ministry of Skill Development & Entrepreneurship , Govt. of India
- Trades applicable to various Skill development Councils affiliated with NSDC
- IT/Networking/Cloud Technologies /Cyber Security & Software/Application development like web, Apps, social media content etc.
- AI, ML & Internet of Things (IoT).
- Entrepreneurship Development Programs
- Management and Life skills training (etc)
- In-Service trainings for employees of Government & Private Organizations.
- Project Guidance to Trainees.
- 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.

Skill Development activities under this RFP will be executed through following Methodology

SKILL DEVELOPMENT PARTNER (TP)

In this Mode, Mobilization, Training and Placement assistance will be done totally by Skill Development Partner. MPCON will provide only MPCON brand name, billing, coordination etc. with customers, wherever required. TP will contact potential customers of State/National skill development authorities/PSUs/corporate Sector to get skill development projects for MPCON.

MPCON will submit techno Commercial proposal to customers after accessing full requirements from clients. Client will raise work order to MPCON and in turn MPCON will raise bills to customers after execution of work up to the satisfaction of clients. All payments will have to be collected and deposited in the MPCON account and in no case TP will receive part or full payment from customers directly, in any case. TP will be paid revenue share as per agreed terms and conditions after receipt of payment from clients.

3.2.1 Roles and Responsibilities of Skill Development Partner (TP)

The partner will be responsible for following functions:

NAME of applicant

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- a. Business Development, Contacting Various Central/State Governments/ ministries/PSUs, NGOs, Skill Providers, Private Companies for Skill Development and Other training requirements.
- b. The TP is responsible for mobilization, training, maintenance of Digital/Biometric attendance system (wherever necessary as per the project requirement), third party evaluation wherever required as per project, and post-training placement assistance for MPCON's skill development/other projects.
- c. The Skill Development Partner (TP) will do Sales & Marketing (from lead generation to conversion) for the training courses.
- d. Mobilizations of Trainees.
- e. TP will provide complete infrastructures like Space, Lecture Room/ Theaters, Instructors/Lecturers, Course material, Curriculum etc **as specified and decided By the Client/MPCON**
- f. Assessment of Trainees.
- g. Placement assistance to Trainees and Upkeep of placement records of trainees
- h. Final Online/Offline Documentation.
- i. The TP must establish a 24x7 helpdesk, either web-based or via a call center through SPOC (Single Point of Contact), to assist with mobilization, training, placement, and trainee counselling.
- j. All training material and lab/testing equipment will be provided by TP without any extra cost.
- k. The course material and other technical documents, (wherever required as per project), will be developed in consultation with MPCON, with MPCON Branding and approved by MPCON before distribution.
- l. Any License for all the softwares/ Hardware required for the training will be purchased/Renewed by the Skill Development Partner.

3.2.2 Roles and Responsibilities of MPCON in case of TP

- a. Overall supervision and monitoring with TP for execution of project/program
- b. Raise bill to customer after getting execution certificate/completion certificate. TP will liaison to arrange same from customer.
- c. Payment to TP after receiving same from customer and deducting due statutory liabilities and revenue share etc.

3.2.3 Skill Development Partners (TP)- Area of Operation

- a. The Skill Development Partner (TP) shall be categorized as Category A , B & C respectively, with category A permitted to operate on PAN India Basis, Category B on a Regional Basis & C on a State Basis

4. Eligibility Criteria& List of documents to be submitted

4.1 The Eligibility criteria for empanelment of Partners in this EOI will be as below:

Eligibility criteria for empanelment of Skill Development Partners (TP) will be as below:

Type	Particulars	Documents to be submitted
A	<ol style="list-style-type: none"> 1. Average Turnover (in areas of Skill Development & Training)- 5 Crore 2. Experience of Skilling in at least 10 States/UT of India 3. Must have an Office in Bhopal & at least 5 other States 4. Should Submit list of at least 10 Training Centres along with complete details . 	<ol style="list-style-type: none"> 1. CA certified Balance Sheet & Profit & Loss. CA should certify the Turnover in Skill Development Projects 2. Work orders of Each Work & their Summary 3. Rent Agreement/Lease Agreement, Electricity Bill, Telephone Bill 4. Rent Agreement, Ownership deed, Photographs of inside & outside , list of equipment available , Name of trades in Which training can be undertaken along with capacity to train, Details of Contact at the Centre, List of Trainers etc.
B	<ol style="list-style-type: none"> 1. Average Turnover (in areas of Skill Development & Training)- 1 Crore 2. Experience of Skilling in at least 3 States/UT of India 3. Must have an Office in Bhopal & Two Other States 4. Should Submit list of at least 5 Training Centres along with complete details . 	<ol style="list-style-type: none"> 1. CA certified Balance Sheet & Profit & Loss. CA should certify the Turnover in Skill Development Projects 2. Work orders of Each Work & their Summary 3. Rent Agreement/Lease Agreement, Electricity Bill, Telephone Bill 4. Rent Agreement, Ownership deed, Photographs of inside & outside , list of equipment available , Name of trades in Which training can be undertaken along with capacity to train, Details of Contact at the Centre, List of Trainers etc.
C	<ol style="list-style-type: none"> 1. Average Turnover (in areas of Skill Development & Training)- 25 Lakhs 2. Experience of Skilling in at least 1 State/UT of India 3. Must have an Office in M.P. or Chhattisgarh 4. Should Submit list of at least 2 Training Centres along with complete details . 	<ol style="list-style-type: none"> 1 CA certified Balance Sheet & Profit & Loss. CA should certify the Turnover in Skill Development Projects 2 Work orders of Each Work & their Summary 3 Rent Agreement/Lease Agreement, Electricity Bill, Telephone Bill 4 Rent Agreement, Ownership deed, Photographs of inside & outside , list of equipment available , Name of trades in Which training can be undertaken along with capacity to train, Details of Contact at the Centre, List of Trainers etc.

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TP can be considered for assignment of any project, subject to condition that normally a TP will not be awarded a project worth more than two times the highest annual turnover of the TP during the last three years from the date of award of the work/contract by the customer.

5. No agency securing less than 60% marks in the technical evaluation would be empanelled
6. Integrity Pact would be signed with all Training Providers Selected / Empaneled.
7. SLA to be Signed with all Training Providers Selected.
8. NDA will be signed with all Training Providers
9. Performance Guarantee as 5% of the Project Cost would be required on allotment of Work
10. RFP documents duly signed on all pages, for having read it & accepted it, along with:
 - a. Partner's Profile duly filled & signed as per Annexure A.
 - b. Undertaking & declaration in Performa duly filled & signed as per Annexure B.

5. General Conditions

5.1 Duration of Empanelment & Non Exclusivity

TP will be empanelled initially for TWO (2) years and will be extended to another two years on yearly basis, discretion of MPCON Subject to Satisfactory performance and execution of at least one project in Normal agreement period. The empanelment of TP under MPCON Skill Development Projects 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.

5.2 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.

5.3 MPCON may engage these empanelled agencies based on their quote submitted for projects which have not been sourced by them through their efforts after obtaining their rates through a bidding process among the empanelled agencies also , if required by it for any project later on.

5.3 Target

5.4.1 The annual minimum target (Total Project Value acquired) for / TP will be as follows:

Category A	Rs. 5 Crore
Category B	Rs. 3 Crore
Category C	Rs. 1 Crore

Failure to meet targets in a year may result in action, including termination of the agreement.

5.4 Collaboration and Innovation

- 5.5.1. Tie-ups for extending training services nationally will be permitted, subject to MPCON's approval.
- 5.5.2. The TP must utilize its industry network to ensure suitable placement assistance for trainees. Updates must be shared with MPCON in case of changes in training programs or placement strategies.

5.5 MPCON shall inform the TP of any changes in tariffs, charges, or policies related to training services, and the TP must ensure compliance.

5.6 The TP must maintain a reliable network of industry partners to facilitate placement assistance and meet project-specific requirements.

5.7 The TP must conduct preventive checks during training and share such reports to ensure training programs meet quality standards. This must also be ensured in the placement phase to ensure placements after the training phase comply all norms for receipt of payment from the client.

5.8 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 TP from future dealings for up to three years.

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

5.9 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 TP will ensure compliance with all applicable laws, including employment laws for its staff, and indemnify MPCON against any related liabilities.
- The TP is responsible for ensuring the safety, security, and compliance of all operations related to training programs.
- The TP will not share trainee data with any other entity.
- MPCON reserves the right to create new categories of TPs, appoint additional providers, or execute training programs directly, if required.
- In cases where customer/Client requirements demand more stringent measures, MPCON may override standard terms and conditions and such terms & conditions will automatically become part of the SLA & work orders under which the TP will execute the programmes
- The TP must resolve any trainee grievances in a timely and amicable manner.

6. Commercial Conditions

6.1 TP 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

6.2. 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 TP or in case of business loss suffered by MPCON due to poor quality of service on part of the TP.

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6.2. Revenue Share, Payments & Penalties:

6.2.1 The TP 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 Model wise revenue share will be as follows:

6.2.2 In cases where trainings programmes require lodging & boarding of beneficiaries, such costs would be provided to the TP after deduction of taxes and no revenue share would be taken by MPCON and entire amount would be passed to the TP after , details of lodging ,boarding made are substantiated by agreements, payments made to such lodging /boarding providers , photographs etc. Such payment can also be made to the lodging boarding providers directly by MPCON if requested by the TP and subject to verification of supporting documentation etc. or to the candidate account directly as the case may be.

6.2.2 Payments and Penalties:

- a) Payment to TP will be made after receipt of payment from the customer and deducting due penalties etc.
- b) The payments to TP would be done by MPCON after verification of records.
- c) Part payments can be made by MPCON after due diligence for batch wise on receipt from Client subject to TP providing Post Dated Cheques of similar amount.
- d) Delayed Service: For any delay in mobilization, assessment and placement as per the defined T&C from project to project, penalty will be levied on back-to-back basis to TP on their due revenue share , if reasons for such delay are not satisfactory or justified
- e) In case of revenue loss to MPCON from closure of a training centre after allotment and initiation of the training, the entire loss of MPCON would be made up from payments due /PBG/post dated cheque deposited by the TP
- f) Any penalty amount will be recovered from the Share of the TP and /or from PBG or subsequent payments due to the TP .
- g) If any project is having other than the above-mentioned penalty clauses, then the same will be applicable on back-to-back basis to / TP and it will be mentioned in the work order.

7. 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 TP, 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.

8. 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.

9. Non-Disclosure

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

MARKING CRITERIA FOR EMPANELMENT



Training Agencies Empanelment

Criteria	Marks
Average Annual Turnover in last three years from Skill Development & Training related activities	(Maximum - 20 marks) < 25 Lakh = 0 marks 25 Lakh to 50 lakh = 5 marks >50 Lakh to 1 Crore = 7.5 marks >1 crore to 2.5 Crores = 10 marks >2.5 crores to 5 Crores = 15 marks >15 crores = 20 marks (Audited Annual financial statement & CA Certification for Financial details)
Operational Presence of the organization in Skill Development & Training sector	(Maximum - 15 marks) Presence in M.P./ Chhattisgarh – 5 marks 2 marks for each State/ UTs Covered (Copies of work order/ Project Completion Certificate issued by the Central Govt/ State Govt/ PSUs/ Autonomous Bodies/ Any Government Department)
Number of Candidates trained during the last 3 years across India	(Maximum - 20 marks) <2000 nos. = 0 mark 2000 nos. = 5 marks 2000 nos. to 5000 nos. = 10 marks 5000 nos. to 10000 nos. = 15 marks >10000 nos. = 20 marks (Work order/ Training completion certificate by the client & CA Certification for number of candidates trained)
Active empanelment with PSUs/ Autonomous Bodies/ Central or State Govts for Skill Development & Training	(Maximum - 10 marks) Empaneled with one PSUs/ Autonomous Bodies/ Central or State Govt – 5 marks. Empaneled with more than one PSUs/ Autonomous Bodies/ Central or State Govt – 10 marks. (MoU or Empanelment Certificate to be Submitted)
Infrastructure	(Maximum - 15 marks) No. of Training Centers with certification from NSDC/ Skill Councils etc. - 5 marks for each operational training center
Technical Presentation	(Maximum - 20 marks) <ul style="list-style-type: none"> • Minimum 3 years' experience in training/ education field. • The agency should have currently empaneled with at least one PSUs or Autonomous Bodies or Central or State Govts for Skill Development & Training activities.
<ul style="list-style-type: none"> • The agency must have an active affiliation certificate/ registration certificate issued by National Skill Development Corporation (NSDC)/ Skill Councils. • The agency should have ISO certification. 	
Agencies securing > 60 marks as above will only be considered technically qualified for empanelment.	



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 Training Fee in a Skill Development Project	
Agency Share	
MPCON Share	

Note:

1. Direct Payables for Candidates, if any would be made in the Bank account of the Candidates and need not be quoted.
2. Lodging Boarding Expenses in case of Projects having lodging & boarding expenses would be payable on production of relevant details such as agreements, photographs, account statements etc. in a particular project and need not be quoted.
3. Tax deductions as per Govt. norms would apply in all cases.
4. Fee would be payable only on receipt from the client.
5. In case the revenue share quoted by any agency is less than the permissible limit set by , 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.

(Signature of applicant along with Organization Seal

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TP Profile

1. Name of the Individual/ Firm:
2. Type of Firm: Sole proprietorship/ Partnership firm / Private Limited Company / Public Limited Company: (Tick whichever applicable)
3. Present Correspondence Address:
4. Telephone No.....Mobile No.....e-Mail:.....
5. Official website URL:
6. Address of Place of Work:
.....
.....

Telephone No.....Mobile No.....Fax No.....

7. GST No of company/ Firm:
8. Name of the Sole Proprietor/ Partners/ Director(s):

S. No	Name of Proprietor/ Partners/ Directors	Designation	PAN	DIN (Applicable for Directors)	Mobile

9. List of Available Training Centres along with address, contact point, designation, photographs, trades to trained and list of equipment at the centre , centre rent agreement/ownership (Attach as an annexure for each centre)
10. Name of the person authorized with designation to enter into and execute contract/agreement and 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,

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications and agreement included in the EOI documents.
2. If I/ We fail to enter into the agreement & fail to deliver the business, the Performance Bank Guarantee deposited by us will stand forfeited to the MPCON.

b) I/We hereby covenants and declares that:

1. All the information, documents, photo copies of the documents/ certificates enclosed along with the EoI 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 EoI/ tenders.

Date:.....

Place:

Signature of Applicant.....

Name of Applicant

Along with date & Seal

NAME of applicant

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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, 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 Party 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:

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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 party 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 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

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other contract with the Principal for forbearing to show favour or 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 Party 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 anti-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. Disqualification from Tender Process and exclusion from Future Contracts

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. Consequences of Breach

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.

NAME of applicant

Signature of applicant
(As a token of acceptance of all Clauses)

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. Equal Treatment of all Bidders/Manpower Agencies/Sub-Manpower agencies/Counter Parties

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 Email Id: rajnisekhrisibal@gmail.com	2. Dr. Ravendra Singh Email ID: ravendra026@gmail.com
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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 an 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 Party regarding any aspect of the tender which allegedly restricts competition or bias towards the Counter Party.
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.

NAME of applicant

Signature of applicant
(As a token of acceptance of all Clauses)

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 part of the Agreement.

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