**Formats to be submitted by the Applicants.**

**LETTER OF TRANSMITTAL**

**From:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

To

Chairman I-CDC,

Institute for Plasma Research,

Bhat,

Gandhinagar – 382428

Kind Attention: The Chairperson, I-CDC

**Subject:** Empanelment of Consultant/Architect for providing comprehensive Consultancy services Architectural, Civil & Structural, PH (Plumbing & Sanitary), Electrical, HVAC, Fire Detection, Fire protection , Fighting & Safety, Interior, Mechanical Acoustic, obtaining Statutory Permissions etc.) for likely new projects in future for Conventional RCC Buildings / Shed Building/Pre-Engineered Building with Utility Services and also for Addition & Alteration design related works in existing buildings for a period of 3 (Three) years for

1. Cost of Construction works up to Rs. 100 Lakhs

2. Cost of Construction works up to Rs. 200 Lakhs

Reference: **Notice No.: IPR / TN /CIVIL-PR/ EMP /1/ 2021**

Sir / Madam,

Having examined the details given in press Notice and Empanelment document for the above work, I/We hereby submit the document and other relevant information.

1. I hereby apply for Cost of 1. Construction works up to Rs. 100 Lakhs or 2. Cost of Construction works up to Rs. 200 Lakhs (Please strike of whichever is not applicable).
2. I/We hereby certify that all the statements made and information supplied in the enclosed forms “A” to “L” and accompanying statement are true and correct.
3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
4. I/We submit the requisite certified solvency certificate and authorise the Institute to approach the Bank issuing the solvency certificate to confirm the correctness thereof.
5. I/We also authorize IPR officials to approach individuals, employers, firms and corporation to verify our competence and general reputation.
6. I/We submit the following documents/certificates in support of our Eligibility for having successfully completed the following works:

|  |  |  |
| --- | --- | --- |
| Sr.No. | Name of work | Certified by/from |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

It is certified that the information given in the enclosed application are correct. It is also certified that I / We shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me / us is found to be incorrect.

Enclosures.

Seal of applicant

Date of submission:--

Signature(s) of Applicant(s)

**FORM “A”**

**FINANCIAL INFORMATION**

1. **Financial Analysis** - Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last five years duly certified by the Chartered Accountant.

|  |  |
| --- | --- |
|  | **Financial Year** |
| Particulars | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 |
| 1. Gross Annual turnover on consultancy work Rs. (In Lakhs)
 |  |  |  |  |  |
| 1. Net Profit/Loss (In case of Loss, figure should be entered with negative sign) Rs. (In Lakhs)
 |  |  |  |  |  |

Signature of Chartered Accountant with seal Signature of Applicant(s)

### FORM 'B'

**DETAILS OF ALL WORKS OF SIMILAR NATURE OF ASSIGNMENT COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF SUBMISSION OF APPLICATIONS**

|  |
| --- |
| **SIMILAR NATURE OF ASSIGNEMENT COMPLETED**  |
| **Sr.No** | **Description**  | 1 | 2 | ... |
| 1 | Name of work /project and location |  |  |  |
| 2 | Name & Address of Employer/ organisation |  |  |  |
| 3 | Cost of work in Rs. Crores |  |  |  |
| 4 | Date of commencement as per contract |  |  |  |
| 5 | Stipulated date of completion |  |  |  |
| 6 | Actual date of completion |  |  |  |
| 7 | Litigation /arbitration pending /in progress with details\* |  |  |  |
| 8 | Name and address/ telephone number of officer to whom reference may be made. |  |  |  |
| 9 | Remarks / Scope of consultancy contract. |  |  |  |

\*Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Applicant(s) with date & seal

### FORM 'C'

**PROJECTS UNDER EXECUTION (Ongoing works)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.No** | **Description**  | 1 | 2 | ... |
| 1 | Name of work /project and location |  |  |  |
| 2 | Name & Address of Employer/ organisation |  |  |  |
| 3 | Cost of work in Rs. Crores |  |  |  |
| 4 | Date of commencement as per contract |  |  |  |
| 5 | Stipulated date of completion |  |  |  |
| 6 | Up to date percentage progress of work |  |  |  |
| 7 | Name and address/ telephone number of officer to whom reference may be made. |  |  |  |
| 8 | Remarks / Scope of consultancy contract. |  |  |  |

Signature of Applicant(s) with date & seal

### FORM'D'

**PERFORMANCE REPORT OF WORKS FOR COMPLETED WORK OF ELIGIBILITY CRITEIRA - 1**

|  |  |  |
| --- | --- | --- |
| **Sl No** | **DETAIL** | INFORMATION |
| 1 | Name of work/Project & Location. |  |
| 2 | Agreement No |  |
| 3 | Estimated Cost |  |
| 4 | Tendered Cost |  |
| 5 | Date of start |  |
| 6 | Date of Completion (i)Stipulated date of completion(ii)Actual date of completion |  |
| 7 | Amount of compensation levied for delayed completion, if any. |  |
| 8 | **Overall performance of the consultants** | **Excellent / Very Good / Good / Satisfactory/ Average / Fair / Unsatisfactory / Poor** |

Dated: Signature of Executive engineer / Client

**FORM "E"**

**ORGANIZATIONAL STRUCTURE**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | Name & Address of the applicant: |  |  |
| **2** | Telephone No./Telex No./Fax No/Email/ Website |  |  |
| **3** | Legal status of the applicant (attach copies of original document defining the legal status)1. A firm in proprietary / partnership (or similar)
2. A limited company / Corporation (or similar)
 |  |  |
| **4** | Particulars of registration with various Government bodies (attach attested photocopy) | Organization /Place of registration.  | Registration No. |  |
|  |  |  |
| **5** | Names and Titles of Director & Officers with designation to be concerned with this work: |  |  |
| **6** | Designation of individuals authorized to act for the organization. |  |  |
| **7** | Was the applicant ever required to suspend assignment for a period of more than six months continuously after you commenced the assignment? If so, give the name of the project and reasons of suspension of work. |  |  |
| **8** | Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment. |  |  |
| **9** | Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details. |  |  |
| **10** | Has the applicant, or any consultant partner in case of partnership firm, ever been convicted by a court of law? If so, give details |  |  |
| **11** | In which fields of Consultancy assignment the applicant has specialization and interest? |  |  |
| **12** | Details of Association/tie-ups with Indian Partner [in case of Foreign Consultancy firm] |  |  |
| **13** | Details of Association/tie-ups with Foreign Partner [in case of Indian Consultancy firm] |  |  |
| **14** | Any other information considered necessary but not included above. |  |  |

Signature of Applicant(s) with date & seal

**FORM'F'**

**DETAILS OF AVAILABLE IN HOUSE SERVICE**

|  |  |  |
| --- | --- | --- |
| Sr.No. | DESCRIPTION  | AVAILABILITY OF IN-HOUSE SERVICES(STRIKE OUT WHICHEVER IS NOT AVAILABLE) |
| 1 | ARCHITECTURAL-CIVIL | YES / NO |
| 2 | STRUCTURAL ENGG  | YES / NO |
| 3 | PUBLIC HEALTH ENGINEERING | YES / NO |
| 4 | ELECTRICAL | YES / NO |
| 5 | MECHANICAL | YES / NO |
| 6 | HVAC | YES / NO |
| 7 | ACOUSTIC & SOUND SYSTEM | YES / NO |
| 8 | FIREFIGHTING/ENGG | YES / NO |
| 9 | LANDSCAPING | YES / NO |
| 10 | INTERIORS  | YES / NO |
| 11 | LAN & NETWORKING | YES / NO |
| 12 | IBMS | YES / NO |
| 13 | OBTAINING STATUTORY CLEARANCES. | YES / NO |

**FORM'G'**

**DETAILS OF PROPOSED ASSOCIATE SERVICES FOR WHICH INHOUSE SERVICE IS NOT AVAILABLE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.No**. | **PROPOSED ASSOCIATE FOR** | **NAME & ADDRESS OF ASSOCIATE****PROPOSED**  | **YEARS OF EXPERIENCE** | **YEARS OF ASSOCIATION WITH THE PRIME CONSULTANT** |
| 1 | ARCHITECTURAL-CIVIL |  |  |  |
| 2 | STRUCTURAL ENGG  |  |  |  |
| 3 | PUBLIC HEALTH ENGINEERING |  |  |  |
| 4 | ELECTRICAL |  |  |  |
| 5 | MECHANICAL |  |  |  |
| 6 | HVAC |  |  |  |
| 7 | ACOUSTIC |  |  |  |
| 8 | FIREFIGHTING/ENGG |  |  |  |
| 9 | LANDSCAPING |  |  |  |
| 10 | INTERIORS |  |  |  |
| 11 | LAN & NETWORKING |  |  |  |
| 12 | IBMS |  |  |  |
| 13 | OBTAINING STATUTORY CLEARANCES. |  |  |  |

**FORM'-H’**

##### DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL AVAILABLE WITH THE FIRM

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr.No | Designation | Experience  | Total Number | Number available for this work | Name  | Qualifications. | Professional experience and details of work carried out | How these would be involved in this work | Since when associated with firm | Remarks |
| 1 | 2 |  | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|  | Designer  | >= 10 years  |  |  |  |  |  |  |  |  |
|  |  | >=5 years <10 years  |  |  |  |  |  |  |  |  |
|  |  | <5 years  |  |  |  |  |  |  |  |  |
|  | Engineer  | >= 10 years  |  |  |  |  |  |  |  |  |
|  |  | >=5 years <10 years  |  |  |  |  |  |  |  |  |
|  |  | <5 years  |  |  |  |  |  |  |  |  |
|  | Draftsman  | >=5 years  |  |  |  |  |  |  |  |  |
|  |  | <5 years  |  |  |  |  |  |  |  |  |
|  | Quantity Surveyor  | >=5 years  |  |  |  |  |  |  |  |  |
|  |  | <5 years  |  |  |  |  |  |  |  |  |
|  | Administrative |  |  |  |  |  |  |  |  |  |
|  | Others |  |  |  |  |  |  |  |  |  |

**FORM 'J’**

DETAILS OF OFFICE EQUIPMENT AVAILABLE WITH THE FIRM

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SrNo | Name of Equipment | Nos. | Capacity or Type | Age | Condition | Ownership status | Current Location | Remarks |
| Presently owned | Leased | To be purchased |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| A | **1. Hardware** i) Computerii) Plotters  etc**2.SOFTWARE**(Please mention the software proposed to be used in this work) |  |  |  |  |  |  |  |  |  |
| 2 | Any other Office Equipment.(Please mention the equipment proposed to be used in this work) |  |  |  |  |  |  |  |  |  |

**FORM 'K’**

**PROFESSIONAL EXPERIENCE OF KEY PERSONNEL**

|  |  |  |
| --- | --- | --- |
| **Sl NO** | **Detail** |  |
| 1 | Name |  |
| 2 | Date and place of birth: |  |
| 3 | Nationality: |  |
| 4 | Address (phone/fax/e-mail): |  |
| 5 | Education:1. Institutions:
2. From (month/year
3. To (month/year)
 |  |
| 6 | Degree: |  |
| 7 | Mother Tongue : |  |
| 8 | Language known :  |  |
| 9 | Membership of professional bodies: |  |
| 10 | Other skills (e.g. computer literacy, etc.): |  |
| 11 | Present position: |  |
| 12 | Years of professional experience |  |
| 13 | Key qualifications: |  |
| 14 | Specific experience Date: From - To1. Brief description
 |  |

**FORM “L”: FORM OF BANKER’S CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (with address ) a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

 (Signature)

For the Bank

NOTE:

1. Bankers certificates should be on letter head of the Bank.

2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

**Form “I” Mandate Form**



**Integrity Pact.**

To,

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

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

Subject : Notice No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

It is hereby declared that Institute For Plasma Research is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting is an invitation to offer made on the condition that the Applicant will sign the integrity Agreement, which is an integral part of Application, failing which the Applicant will stand disqualified from the process and the application of the applicant would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of Integrity Agreement on the behalf of Institute for Plasma Research.

Yours faithfully,

Chairman ICDC, IPR

**Integrity Pact**

To,

Chairman ICDC, IPR

Subject : Submission of Application for the work of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

I/We acknowledge that Institute for Plasma Research is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the Application document.

I/We agree that the Notice Inviting Application is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of Empanelment documents, failing which I /We will stand disqualified from the selection process. I/We acknowledge that THE MAKING OF THE APPLICATION SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE OF THIS CONDITION OF THE NOTICE.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when Application is finally accepted by Institute for Plasma Research. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my /our failure to sign and accept the Integrity Agreement, while submitting the application , IPR shall have unqualified, absolute and unfettered right to disqualify the Applicant and reject the application in accordance with terms and conditions of the Empanelment Document.

Yours faithfully,

(Duly Authorized signatory of the Applicant)

**To be signed by the Applicant and same signatory competent / authorized to sign**

**the relevant contract on behalf of IPR**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at .................. on this ..............day of ............20….....

**BETWEEN**

Director,IPR represented through Chairman ICDC Institute for Plasma Research, Bhat Gandhinagar-382428………………………………………………………………………………………………, (Hereinafter referred as the  **‘Principal/Owner’**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

 ........................................................................................................................................................................

(Name and Address of the Individual/firm/Company)

through .................................................................... …………………………………(Hereinafter referred to as the

 (Details of duly authorized signatory)

**“Applicant/Consultant”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

**Preamble**

WHEREAS the Principal / Owner has floated the Application (NIT No. …………………………) (hereinafter referred to as “Application ”) and intends to award, under laid down organizational procedure, contract for

………………..………………………………………………………………………………………………

(Name of Work)

hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Applicant(s), and Contractor(s).

 AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Application and Contract between the parties.

 NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

 (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Application, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the process, treat all Applicant (s) with equity and reason. The Principal/Owner will, in particular, before and during the process, provide to all Applicant (s) the same information and will not provide to any Applicant(s) confidential / additional information through which the Applicant(s) could obtain an advantage in relation to the Application process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Application process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees 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 be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Applicant (s)/ Consultant(s)**

(1) It is required that each Applicant /Consultant (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the process and throughout the negotiation or award of a contract.

(2) The Applicant/ Consultant(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the process and during the Contract execution:

(a) The Applicant/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the process or during the execution of the Contract.

(b) The Applicant/ Consultant(s) will not enter with other Applicant (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of application or any other actions to restrict competitiveness or to cartelize in the application process.

(c) The Applicant/ Consultant (s) will not commit any offence under the relevant IPC/PC Act. Further the Applicant/ Consultant (s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d)The Applicant/ Consultant (s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Applicant/ Consultant(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could participate in a application process but not both. Further, in cases where an agent participate in a process on behalf of one manufacturer, he/she shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel application for the same item.

(e) The Applicant/ Consultant(s) will, when presenting his application, disclose any and all payments he/she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Applicant/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Applicant/ Consultant(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Applicant/ Consultant(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the application process).

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Applicant/ Consultant(s) and the Applicant/ Consultant accepts and undertakes to respect and uphold the Principal/Owner’s absolute right:

(1) If the Applicant/ Consultant(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Applicant/ Consultant (s) from the process or terminate/determine the Contract, if already executed or exclude the Applicant/ Consultant from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Applicant/ from the process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Applicant/ Consultant.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Applicant/ or Contractor, or of an employee or a representative or an associate of a Applicant/ or Consultant which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

(1) The Applicant/ declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the process.

(2) If the Applicant/ makes incorrect statement on this subject, he/she can be disqualified from the process or action can be taken for banning of business dealings/ holiday listing of the Contractor as deemed fit by the Principal/ Owner.

(3) If the Applicant/ Consultant can prove that he/she has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

 **Article 5: Equal Treatment of all** Applicant/**/Contractors/Subcontractors**

(1) The Applicant/Consultant (s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Applicant/ Consultant shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Principal/Owner will enter into Pacts on identical terms as this one with all Applicant/ and Consultant.

(3) The Principal/Owner will disqualify applicants, who do not submit, the duly signed Pact between the Principal/Owner and the Applicant/, along with the Application or violate its provisions at any stage of the process. From the process.

 **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Applicant/, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IPR.

**Article 7- Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Application.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8- 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 Integrity Pact will have precedence over the Application /Contact documents with regard any of the provisions covered under this Integrity Pact.

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

 ...............................................................

 (For and on behalf of Principal/Owner)

.................................................................

 (For and on behalf of Applicant/Consultant)

WITNESSES:

1. .............................................

 (Signature, name and address)

 2. ...............................................

 (Signature, name and address)

Place:

Dated: