

PART - I

TENDER DOCUMENT FOR

Annual Rate Contract for Hiring of Active Led Display unit and Audio-Visual System on daily basis as per request at NABARD Head Office, B.K.C - 400051

Tender schedule	
Issue of Tender	23.05.2023 up-to 2.00 PM
Pre-Bid Meeting	01.06.2023 on site at 11.00AM
Last date for submission of Tender	13.06.2023 up-to 2.30 PM
Opening of Technical Bids	13.06.2023 at 3.00 PM
Opening of Price Bid	Will be communicated



NABARD

Department of Premises, Security and Procurement

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
HEAD OFFICE,
BANDRA KURLA COMPLEX, BANDRA (E),
MUMBAI- 400051.**

Index		
Sr. no.	Particulars	Page
1.	Notice Inviting Tender	3-5
2.	Form of Tender	6-7
3.	Pre-qualification criteria	8-9
3.	Instruction to bidders	10-14
4.	General Terms and Conditions	15-24
5.	Technical Specifications	25-25
6.	Safety Precautions	26-26
7.	Information to be furnished	27-30
8.	Articles of agreement	31-33
9.	Indemnity Bond	34-34
10.	Formats of Virtual Completion Certificate	35-35
11.	Performance undertaking for Contractors	46-46
12.	Pre Contract Integrity pact	37-50

Date: _____

M/s

Dear Sir,

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER

Annual Rate Contract for Hiring of Active LED display unit and Audio-Visual System on daily basis as per requirement at NABARD Head Office, B.K.C - 400051

1. NABARD intends to undertake the Rate Contract for Hiring of Audio-Visual System on daily basis as per requirement at NABARD Head Office, B.K.C - 400051” and therefore, invite offer from the contractors/firms for the same work. The bidder shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can also be downloaded from the website of <https://nabard.eproc.in/>.
2. The interested tenderers can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website <https://nabard.eproc.in/> only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
3. The tender document is available on NABARD website www.nabard.org and CPPP Portal for download. No physical copy shall be provided by NABARD and submitted to NABARD.
4. EMD of Rs. 38,000/- (Rs. Thirty Eight Thousand Only) towards the Earnest Money Deposit (EMD) shall be payable.
5. The EMD amount shall be directly credited to NABARD account as detailed below –

Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
BANK NAME	NABARD
BRANCH NAME	HEAD OFFICE, MUMBAI
IFSC code	NBRD00000002
Account Number	NABADMN07

6. Counterfoil/ receipt/transaction detail for the same has to be enclosed with the tender. The Tender without EMD shall be rejected out rightly. No interest is allowed on the EMD/RMD.
7. MSE registered vender have been exempted for tender fees and EMD to avail of this facility, they need to submit valid MSE registered certificate along with NSIC

enlistment certificate wherein the monetary limit is indicated and the same shall cover the tender Fees & EMD value.

8. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
9. Interested Vendor / Service Providers may download the tender document from any one of these following options - NABARD's website www.nabard.org OR Central Public Procurement Portal i.e. <https://eprocure.gov.in>
10. It may be noted that it will be a 02 bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through e-Procurement portal of NABARD (<https://nabard.eproc.in/>) only, after carefully following the instructions related to systems and procedures as indicated on the link and step-wise tutorials (Vendor Guide) provided for submission of e-bids. Tenderers can upload their tender documents directly from their PC in the designated folder created for them in On-line Bid form. Please refer the section on uploading various Tender documents in the help guide provided in the Bidding Manual (Vendor Guide) available in the home page at NABARD e-Procurement portal. In case of any further guidance, help and support while submission of e-bids, NABARD has engaged M/s C1 India Pvt. Ltd. As a facilitating agency who have created exclusive 'Help Desk'/ 'Support Team' for facilitation of bidders.
11. Please note that to submit e-tender through electronic mode, interested bidders should have Digital Signature Certificates (DSC) to login NABARD's e-Procurement portal (<https://nabard.eproc.in/>). Their contact details are mentioned as under:

Contact details for online e-tendering support –

Sr. no.	Name of Person	Contact no.
1.	Fairlin Jivin	0124-4302000 (Extension-112)
2.	Ujwala Shimpi	0124-4302000 (Extension-114)
3.	Sachin Toraskar	0124-4302000 (Extension-200)
4.	Email support	nabardsupport@c1India.com

12. Technical Bid (Part-1) i.e. shall contain;

- a. EMD counter-foil OR required MSE and NSIC enlistment certificate
- b. Notice Inviting Tender
- c. Form of Tender
- d. Eligibility criteria of the contractors
- e. Special Instructions to the contractors
- f. General Instructions to Contractors & General Conditions
- g. Special Conditions
- h. Technical Specifications
- i. List of approved makes of materials/trade to be used.
- j. Power of attorney authorizing the person to sign the tender.
- k. General Information to be furnished by Contractor (Statement I, II & III) in support of fulfilling eligibility criteria.
- l. Integrity pact – The tenderer has to enter into the Integrity pact at his own cost on Rs. 200/- non judicial stamp paper at tenderer's cost with Bank as per the format given to become eligible to participate in the tender. It would be a

preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact. Bank has appointed Independent Monitor Shri. Dr. Sanjay Kumar Panda, IAS (Retd.)(hereinafter referred to as Monitor) for this consultation with the Central Vigilance Commission.

13. **Price Bid (Part-2)** shall contain:

Duly Priced Schedule of Quantities

14. **Technical bid** will be opened on the same day (last day of receipt of tender i.e. 13.06.2023) or on any other date as intimated to the bidders at **15.00 hrs.**

15. **Price bid -**

- a. It should not contain any conditions whatsoever and any conditional bids shall be rejected.
- b. It will be opened on some suitable date, which will be communicated later.

16. Before filling up the tenders, the bidders may note the following:

- a. Validity of the tender shall be 3 months from the date of opening of Price Bid.
- b. Period of Contract: It shall be for 1 years. Further, extended for 2 more year on annual basis based on the satisfactory performance.
- c. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons for doing so.

17. The successful bidder shall execute an agreement with NABARD at his cost on non-judicial stamp paper of worth as per the Bombay Stamp Act, 1956 as amended in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order failing which the bidder's EMD may stand forfeited.

18.A pre-bid meeting has been arranged at Ground Floor 'A' wing, DPSP, NABARD Head Office -400051 on 01/06/2023 at 11.00 hrs. in presence of Bank's Officials to guide the tenderers about the scope of work and clarify the questions of the prospective bidders. The contractors are requested to participate in the scheduled pre-bid meeting. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought in the pre-bid meeting may be submitted in writing at our Office or to dpsp@nabard.org at least two working days prior to the date of pre bid meeting. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid after pre-bid meeting, if required, and same will be uploaded on website.

SD/-

(Rakesh Kumar Agrawal)

उप महाप्रबंधक

FORM OF TENDER

To,
The Chief General Manager,
Department of Premises, Security and Procurement
National Bank for Agriculture and Rural Development
Head Office, Mumbai – 400051

Date:

Dear Sir,

“Annual Rate Contract for Hiring of Audio-Visual System at NABARD Head Office, B.K.C – 400051”

1. Having examined the tender document relating to the works specified in the Memorandum hereinafter set out, having visited and examined the site of the works specified in the said Memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said Memorandum within the time specified, at the rates mentioned in the Price Bid; in all respects of the tender and with such materials as are provided for, in accordance with such conditions in so far as they may be applicable.

2. MEMORANDUM

Subject	Specification
Description of work	Annual Rate Contract for Hiring of Audio-Visual System at NABARD Head Office, B.K.C - 400051
Location	“NABARD Head Office, B.K.C, 400051
Earnest Money	Rs. 38,000/-
Time allowed for completion of the work	As and when required on daily basis
Initial security deposit	2% of value of accepted tender value including EMD
Clarification	In case L-1 bidder quotes abnormally low rates bidder have to submit the detailed rate analysis with justification. Failure to submit the same, bid shall be treated un-responsive.

3. Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable or in default thereof to forfeit the EMD and pay to the National Bank for Agriculture and Rural Development, the amount mentioned in the said tender conditions.

Our Bankers are:

i) Bank, Branch,, Mumbai

ii) Bank, Branch,, Mumbai

iii) Type of account: Savings / Current account

iv) Bank Account No. :

v) IFS code of Bank and branch :

The names of partners of our firm are:

i)

ii)

iii)

Name of the partner of the firm

Authorized to sign:

OR

Name or person having Power of

Attorney to sign the contract

(certified copy of the Power of

Attorney should be attached):

Yours faithfully,

Signature of Tenderer with stamp

A. PRE-QUALIFICATION CRITERIA OF THE CONTRACTORS

The contractor shall fulfil the following eligibility criteria for participating in the tender:

- i) Bidder should have at least three (3) years' experience in work of similar nature preferably with Government/Public Sector or reputed Private Sector Companies/firms. Documents to this effect i.e. Copy of PO and relevant Completion Certificate mentioning contract period and value OR any other supporting document for proof of execution (like release of payment by purchaser towards invoice etc.) must be submitted in support of the above.
- ii) The average annual financial turnover of the contractor/ firm during the last three years (ending 31.03.2022) shall not be less than Rs. 5.70 lakh.
- iii) Similar work means providing services of Active LED display Unit and Audio-System in Commercial Building in Govt. PSU sector and public listed Private Companies, which is located in MMR region only.
- iv. During evaluation of technical Bid, NABARD representatives may visit the applicant's completed or on-going projects and contact his past clients for verification of information given by the applicant. On visiting the site if, committee finds quality of the work executed is not satisfactory, then it can lead to disqualification of the Contractor. Besides this, the documents submitted by the contractor, if found to be fraud rant/ manipulated/ false/amended, the contractor shall be blacklisted for minimum period of 03 years for working in NABARD.
- v. During the execution of work, contractor must deploy qualified Technical Personnel in dealing similar works round the clock in order to supervise the work.
- vi. The contractor/firm must have their registered office in Mumbai / Navi Mumbai and valid registration for GST etc. The contractor shall submit the copies of registration certificates for verification.
- vii. The contractor shall submit copies of balance sheet / Profit & Loss a/c of the firm for the last three years (ending 31.03.2022). Latest audited final accounts of the business of the contractor duly certified by a Chartered Accountant/certificate of turnover issued by a Chartered Accountant should be enclosed in proof of their credit worthiness and turnover for the last three years.
- viii. **SITE VISIT MANDATORY:** The Bidder at the Bidder's responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the said works. The costs of visiting the Site shall be at the Bidder's own expense. Site inspection report dully signed by the Consultant should also be submitted with the tender along with the documents as given below.
- ix. **SITE VISIT SCHEDULE: AT THE SAME TIME OF PRE-BID**

Site Inspection Report:

This is to certify that M/s.....visited the "NABARD Head Office, B.K.C. -400051, on..... and understood the general working condition and the mode of operations.

Name and Signature _____

- x. The contractor should submit undertaking/affidavit duly notarized stating that his / their/her firm is not blacklisted in NABARD/ Govt. / semi Govt. institutions on Rs. 100/-stamp paper. The undertaking/affidavit should be of latest date and in original.
- xi. The applicant should also produce original documents for verification if called for. Failure to attach requisite documents with application will render applicant not eligible for qualification of bid without any intimation
- xii. The duly filled application form shall be uploaded in <https://nabard.eproc.in/> after duly filled and signed on each page of tender. Incomplete tender liable to be rejected.
- xiii. Price bid shall be opened of only those contracting firm who are qualified in pre-qualification in response to the application received for this notice.
- xiv. Application containing false and/ or incomplete information is liable for rejection and consequences.
- xv. Please read these instructions carefully before filling up the application form.
- xvi. The application must be submitted in the Proforma without editing the text whatsoever. Any Violation of this condition shall render the application invalid.

[Please ensure that contractors provide details of works fulfilling the eligibility criteria in statements II & III]

B. INSTRUCTIONS TO THE BIDDERS

1. Intending contractors are required to submit their profile by giving details in the enclosed Pro-forma about their Organization, experience, professional personnel in their Organization, competence, etc.
2. **Arithmetical errors will be corrected on the following basis:** - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the amounts in Words and Figures, the amount in Words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited.
3. The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

4. Selection Method shall be Least Cost Based Selection (LCBS) which shall be evaluated based on the total value of the financial bid. The Owner reserves the right to ask all the qualified bidders in technical evaluation to match the L-1 rate (Post scrutiny of Price Bid) and if agreed they will be empaneled for the works and the work shall be awarded to any of the empaneled agency. Owner also reserve the right to empanel additional agencies in case the qualified bidder(s) is not able to meet our requirement. Also, Owner reserves the right to split the Scope of work and may award separate Contracts to two or more Bidders. Any numbers of Bidders shall be selected for the rate contract. After determination of lowest (L1) rates, L2, L3 and other bidders shall be asked to match the lowest rates. If one (01) or more such bidders match the lowest rates, rate contract will be done with lowest three bidders (in order of their financial bid).
5. The tenders shall be signed by the person/persons on behalf of the Organization having necessary Authorization/Power of Attorney to do so. Each page of the application shall be signed. **(Copy of Power of Attorney/Memorandum of Association shall be furnished along with application).**
6. If the space in the Pro-forma is insufficient for furnishing full details, such information shall be supplemented on separate sheets of paper stating therein the part of the Pro-forma and serial number. Separate sheets shall be used for each part of application, if required.
7. Tenders containing false and/or incomplete information are liable for rejection.
8. While filling up the tenders with regard to the list of important assignments completed or on hand, the contractors shall also include. The copies of the bill raised may be enclosed for assessment and verifications in this regard.
9. The contractor must have qualified and experienced professionals in the respective discipline. Details of the same may be shared with NABARD.
10. The applicant must have successfully completed the work according to the eligibility criteria.
11. The Earnest Money Deposit of **Rs. 38,000/- (Rs. Thirty Eight Thousand Only)** by way of electronic deposit and receipt shall be enclosed in the tender and upload the same shall be submitted along with the Technical bid (Part-1).
12. In case of successful bidder, the EMD will be retained with NABARD, which will form part of the Security Deposit (SD) and will be refunded as indicated in the Tender Document. In case of unsuccessful bidders, the EMD will be refunded only on award of Contract to the successful bidder. The EMD / SD will not bear any interest. If the bidder withdraws his tender before expiry of the validity period of the tender or if the Contractor fails to execute / complete the works satisfactorily, NABARD reserves the right to forfeit the EMD / SD. Any tender not accompanied by the EMD will be rejected.
13. In case L-1 bidder quotes abnormally low rates the bank may ask such bidder to justify the rates. Failure to which, bid may be considered non-responsive and liable for rejection.
14. **Minimum billing:** Full and Final payments shall be made after each services offered post completion of event.

15. The rates for each item as per scope of work shall be quoted by the applicant in the Price bid to be uploaded in the e-tendering web-site.
16. Financial bids of only those contractors qualified in the Technical bid will be opened for selection of contractor.
17. All the protocols / guidelines related to COVID– 19 or other matters fixed by government to be followed by the contractor at his own cost.

SPECIAL INSTRUCTIONS TO BIDDERS

1. The tenderer must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the site and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of the work and all matters pertaining thereto.
2. The rates quoted in the tender shall include all. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in freights or any conditions whatsoever. **Tenderers must include in their rates GST and any other tax and duty or other levy levied by the Central Government or any State Government or Local authority, if applicable.** No claim in respect of GST or other tax duty or levy shall be entertained by the Employer.
3. The Contractor should note that unless otherwise stated the tender is strictly rate contract and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting.
4. Tenders will be considered only from bonafide eligible contractors.
5. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
6. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
7. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
8. The Security Deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the Contract.

9. CONTRACTOR'S LIABILITY AND INSURANCE:

From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.

- a. If the Contractor has a blanket insurance policy for all the works to be executed by him and the policy covers all the items to be insured under the condition, the said policy shall be assigned by the Contractor in favour of the Employer, provide however that if any amount is payable under the policy by the insurers in respect of works other than the work under the Contract, the same may be recovered by the Contractors directly from the insurers.
- b. **The contractor shall indemnify and keep indemnified the Employer** against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workmen or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury of combination or any such claim.
- c. **Before commencing the work, the Contractor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the Employment of Contractor/sub- Contractor. For this purpose, an insurance shall be taken by the contractor or sub-contractor. Such an insurance shall be taken to include both employees/workmen covered by Workmen's Compensation Act 1923, as well those employees/workmen not covered by the said Act. Separate insurance policies shall be taken for employees/workmen covered by Workman's Compensation Act 1923, and Employees /workmen not covered by the said Act. All the premium shall be paid by the Contractor.** Policy/policies taken under this clause for the personnel in employment with the Contractor/Sub- Contractor/ nominated sub- Contractors, may be in their Employer's names of the Contractors/sub- Contractors. In the event of any loss or injury to the personnel in employment with the contractors/sub-contractors, the Employee and the Contractor shall recover directly from the Insurance Company and ensure that payment of the same is made to the affected parties. The policy in original shall be deposited with the Employer.
- d. The Contractor shall at all-time indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and or rehabilitation/repair and during the defects liability period and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of and in relation thereto. Before commencing the execution of the works, the Contractor shall without in any way limiting his obligations and liabilities under this condition,

insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the Employer and the Consultants and their property by or in the course of the execution of the works.

- e. The Contractor shall provide the Employer with documentary evidence from time to time, that he has taken all the insurance policies mentioned in the foregoing paragraphs and that he has paid the necessary premium for keeping the policies valid till the expiry of defects liability period.
- f. If the Contractor and/or his sub- Contractor or nominated Contractor, if any shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case, the Employer may, without being bound to effect and keep in force any such insurance policy and pay such premium or premium, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- g. We also agree to indemnify NABARD by giving suitable Indemnity Bond as per NABARD's pro forma attached herewith. We agree that NABARD will make payment to us only after we furnish the Indemnity Bond to NABARD.

DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

(SEAL & SIGNATURE OF THE TENDERER)

Place:

ADDRESS:

DATE:

C. GENERAL TERMS AND CONDITIONS

1. Interpretations

In construing these conditions and the specifications, Schedule of Quantities, Instructions to bidders and Contract Agreement, the following words, shall have the meanings herein assigned to them except where the subject or context otherwise requires:

- a.** "Owner"/"Employer"/"Client" shall mean NATIONAL BANK FOR AGRICULTURAL AND RURAL DEVELOPMENT with its Head Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai-400051 and shall include their heirs, legal representatives, assignees and successors.
- b.** "Bank's Engineer" shall mean Engineer/Officer of NABARD authorized by the NABARD, Head Office, BKC, Bandra (E), Mumbai - 400051, to supervise and monitor the progress of the said work.
- c.** "Contractors" shall mean the person, or persons, firm or company whose tender has been accepted by the Owner and shall include his/their heirs, and legal representatives, and the permitted assigns.
- d.** "Services" shall mean the works to be executed and recorded in accordance with the Contract and include all extra or additional or altered or substituted works as required and recorded for the performance of the Contract and "Site" shall mean the building and other places as shown on the site plan, on which the works are to be executed or carried out or places provided by the Employer for the purposes of the Contract.
- e.** "Contract Documents" shall include the Notice Inviting Tenders, the Articles of Agreements, the General Conditions of Contract, Special Conditions of Contract, the Schedule of Quantities, Specifications for Materials, Work-Sheet and mode of measurements and drawings pertaining to the work. All sections of this Contract Document are to be read together.
- f.** "Notice in Writing" or written notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- g.** "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original.

- h.** "Virtual Completion" shall mean that the works are in the opinion of the Consultants and Bank complete and fit for occupation and usage.
- i.** Words importing persons include firms and Corporation: Words importing the singular only also include the plural and vice versa where the context requires. Headings and marginal notes to these conditions shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2. SCOPE OF WORKS

The scope of work is described in BOQ of Contract and detailed out in the tender document. The Contractor shall carry out and complete the said works in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank. The Bank's Officer may in their absolute discretion and from time to time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to.

- a.** Supply of Active LED Display Unit and Audio System on daily basis as per the written order.
- b.** Order may be placed even one day before the events may be fulfilled.
- c.** All or part items mentioned in the Price Bid may also be ordered for supplying for the meeting.
- d.** Coordination with other agency working may also be done in order to complete the work smoothly.
- e.** Coordination of work with other agencies.

If the contractor fails to comply with Bank's Engineer /Officer instructions within a fortnight after the written notice from the Bank's Engineer/Officer requiring compliance with such instructions, the Bank through the Bank's Officer may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

Instruction to the Contractor shall be generally issued through Bank's Engineer/Officer. However, Bank's Officer or client for the sake of urgency as a result of inspection may issue some instructions directly with the knowledge of the Bank's Officer who should ratify the same properly.

3. SUFFICIENCY OF SCHEDULE OF QUANTITIES

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

4. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the

works according to the true intent and meaning of the events whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from and if the Contractor finds any discrepancy in the Schedule of Quantities he shall immediately refer the same in writing to the Employer(as per the Annexure-A), who shall decide which shall be followed, and their decision shall be final and binding on all parties.

The Contractors will supply, fix and maintain at his cost during the execution of any works, all the necessary staging, strutting, shoring, fencing etc.

The Contractor shall pull down and remove any or all such works after completing his work as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Consultant / Employer.

5. AUTHORITIES, NOTICES, PATENTS, RIGHTS & ROYALTIES

The Contractor shall conform to the provisions of all the statutes relating to the works, and to the Regulations and bye-laws of any local Authority, and of any Water, Lighting of other Companies or Authorities with whose systems the structure is proposed to be connected, and shall before making any variation from the drawings or specifications that may be necessitated by so conforming, give to the Bank's Officer written notice, specifying the variations proposed to be made and the reason for making it, and apply for instruction thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work conforming to the provisions, Regulations or Bye-laws in question.

The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, Regulations of Bye-laws to be given to any Authority by the Bank's Engineer and pay to such Authority, or to any Public Officer, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Bank's Engineer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine work or material used for or in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Bank's Engineer, before any such infringement and received their permission to proceed, and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

6. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall, so far as procurable, be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Bank's Officer and NABARD's instructions and the Contractor shall upon the request of the Bank's Officer furnish to them all invoices, accounts, receipts and other

vouchers to prove that the materials comply therewith. If the Contractor contends that any of the material, goods or workmanship specified as aforesaid, is unobtainable, he shall submit to the clients, his grounds for his contention, and thereupon, the Bank's Officer and NABARD shall decide whether the same is unobtainable in fact. If the Bank's Officer and NABARD shall decide that any of the materials, goods or workmanship is in fact unobtainable, they shall issue an order in writing as what is to be substituted thereof and such order shall be deemed to be an order for variation; such order shall however be got approved by the client before issue.

7. REMOVAL OF DEFECTIVE WORK AND MATERIALS

The Bank's Officer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Bank's Engineer are not in accordance with the specifications or the instructions of the Bank's Officer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by the Bank's Officer from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Bank's Officer in consultation with the Bank's Officer may allow such work to remain and in that case may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.

8. Keeping Site Clean

The contractor shall at all times keep the Site clean and shall dispose of all rubbish and offensive material in a manner approved by the Employer.

9. Avoidance of Nuisance

- a. The Contractor shall take all necessary precautions in reducing noise of plant by means of mufflers, silencers, screens, etc.
- b. Work liable to create dust shall be well wetted before being executed.
- c. The work shall be carried out strictly in accordance with the time schedule and other instructions given by the Employer taking care to cause minimum amount of noise, dust and another nuisance at the site.

10. Mobilization Advance

No advance payment shall be made.

11. Terms of Payment

- a. Payment shall be paid after completion of event against the items are supplied on number of days as certified and approved by the Bank complied with all other terms and conditions.

12. DECLARATION BY THE CONTRACTOR

We / I have read and understood all the instructions / conditions made above and we / I have taken into account the above Instructions / Terms and Conditions while quoting the rates. We / I accept all the above Terms and Conditions without any reservation, in all respects.

Seal and Signature of the contractor

Place:

Date:

E. TECHNICAL SPECIFICATIONS

LIST OF APPROVED MAKES OF MATERIALS / TRADE

1. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by NABARD.
2. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of NABARD.
3. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Employer. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
4. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

SAMPLES FOR APPROVAL

Contractor, before supply of material should show the samples of all the materials to the bank and get it approved.

However, it should be noted that approval from the Bank's Officer shall not relieve the Contractor of his responsibility and any malfunction and negligence in this regard shall be at the Contractor's account.

SAFETY PRECAUTIONS

1. Appropriate precaution should be taken care of before/after completion of events.
 2. Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
 3. The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
 4. All workers shall be provided kits in order to ensure the COVID-19 appropriate behavior in the premises.
- I/We accept to abide by the above scope of work & technical specifications.

Date:

Signature of tenderer

Place:

Name, Address & Seal

G. Information to be furnished by the Contractor:

1	Name, registered address and phone numbers	Attach documentary proof
2	Addresses and phone numbers of Branches in India	use separate sheets as attachment
3	Organisational set up of the firm including names, qualifications and experience of partners/Associates and staff and Electrical license	Details to be furnished in the prescribed proforma (Statement I)
4	Whether Registered as a contractor to any Govt. / Private Body? Mention the registration Number and year of registration.	Attach documentary proof.
5	Experience as contractor (give number of years)	
6	Important completed workThe full postal address of the clients including their contact telephone numbers.	Details to be furnished in the prescribed proforma (Statement II)
7	Important major works on which the firm is engaged at present. The full address of the clients and their contact telephone numbers shall be indicated against each assignment.	Details to be furnished in the prescribed proforma (Statement III)
8	Turnover of the firm during last 3 years (ending 31.03.2022). Copy of IT return for the last 3 years may be furnished along with certified CA certificate	
9	PAN No.	
10	GST No.	

Signature of the applicant with full address and office seal

Note: Statements I, II & III are enclosed.

STATEMENT - I

List of professional staff with the contractor, giving their qualification, experience, including that in the present organization*

Sr. No.	Name	Age	Qualification	Experience	Nature of works handled	Name of the assignments handled	Date from which employed in the present organization
1	2	3	4	5	6	7	8

*** Use separate/additional sheets as per the requirement**

Signature of the applicant with full address and office seal

Note: Indicate other points (including clients' certificates), if any, relating to your technical and managerial competency which you would like to bring to our notice.

STATEMENT - II

List of important contracts executed by the contractor *

Sr. No.	Name of the Work including name of the building and location.	Nature of work involved in the contract.	Name of the owner and indicate whether it is a State Govt./ Govt. of India undertaking or Pvt. body with full address and telephone numbers. ***	Completion Period		Value of the work ** (Rs in lakh)	
				Stipulated	Actual		
1	2	3	4	5	6	7	

*** Use separate /additional sheets as per the requirement**

**** Mention the assignments where value of works costing Rs. 16.00 lakh and above only.**

***** Attach client's certificates**

Signature of the applicant with full address and office seal

STATEMENT - III

List of important contracts ON HAND being executed by the contractor*

Sr. No.	Name of the Work including name of the building and location	Nature of work involved in the Contract.	Name of owner and indicate whether it is a State Govt./ Semi-Govt./ Govt. of India Undertaking or Pvt. Body with full address and telephone numbers.***	Stipulated date of completion	Expected date of completion	Present stage of work with reasons if the work is getting delayed	Value of the work ** (Rs. in lakh)
1	2	3	4	5	6	7	8

*** Use separate /additional sheets as per the requirement**

**** Mention the assignments where value of works costing Rs. 16.00 lakh and above only.**

***** Attach client's certificates**

Signature of the applicant with full address and office seal

ARTICLES OF AGREEMENT

(ANNEXURE-A)

(On a Rs 200/- Non- Judicial stamp paper)

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) (hereinafter called “the Employer”) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 of the one part and M/s (hereinafter called “the Tenderer” or “the contractor”) and having its registered office at, Mumbai of the other part.

WHEREAS the Employer is desirous of getting executed the work of “.....” and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Price Bid have been signed by or on behalf of the parties hereto.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the *technical & Price Bids and Conditions of Contract* (all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.
2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.
3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said Conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein.
4. This Agreement and documents mentioned herein shall form the basis of this contract.
5. This contract is an item rate contract for carrying out the work of “.....” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.
6. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property after the completion of such works.

7. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at its sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.
8. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.
9. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within 03 Months as prescribed in the tender, which shall be reckoned from 10th day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.
10. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Mumbai and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.
11. That the all parts of this contract have been read and fully understood by the tenderer.

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized officials and the Tenderer has caused its common seal to be affixed hereunto and the said two duplicates/ has caused these presents and the said two duplicates here of to be executed on its behalf, the day and year first herein above written.

Signature Clause

SIGNED AND DELIVERED by the
National Bank for Agriculture and
Rural Development by the hand of
Shri _____

(Name & Designation)

In the presence of:

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____



SIGNED AND DELIVERED by the Bidder

(Name, Signature & Designation)

Witness #1

Signature: _____

Name: _____

Address _____

Witness #2

Signature: _____

Name: _____

Address _____

INDEMNITY BOND

Annexure B

Know all men by these presents that I, Shri.....of
M/s do hereby execute Indemnity Bond in favour of
National Bank for Agriculture and Rural Development (NABARD), having their
Registered Office at C-24, G Block, Bandra-KurIa Complex, Bandra(E) Mumbai-
400051 and M/s having their registered office
at, Mumbai – 40051 on this day of 2021.

Whereas NABARD have appointed M/s as the Contractor for
their proposed work relating to
“ ”.

THIS DEED WITNESSETH AS FOLLOWS: -

I/We, on behalf of M/s hereby do indemnify *to keep NABARD and its
Employees harmless* against and from

any third party claims, civil or criminal complaints liabilities, site mishaps and
other accidents or disputes and/or damages occurring or arising out of any mishaps at
the site due to faulty work, for our negligence, faulty construction and/or for violating
any law, rules and regulations in force, for the time being while executing/executed
works by me/us,

any damages, loss or expenses due to or resulting from negligence or breach of
duty on the part of me/us or any *of our* sub-contractor/s if any, servants or agents.

any claim by an employee of mine/ours or of sub-contractor/s, if any, under the
Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules
and regulations in force for the time being and any Acts replacing and/or amend the
same or any of the same as may be in force at the time and under any law in respect of
injuries to persons or property arising out of and in the course of the execution of the
contract work and/or arising out of and in the course of employment of any
workmen/employee.

any act or omission of mine/ours of sub-contractor/s if any, our/their servants
or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF M/s has set their hands on thisday of
.....

SIGNED AND DELIVERED BY THE AFORESAID M/s through their
authorized representative (Shri).

Signature

IN THE PRESENCE OF WITNESSES:

1. Name & Signature :
2. Name & Signature

अनुबंध ए ANNEXURE A

(रु200 ./- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए

to be submitted On Rs. 200/- Non-judicial stamp paper)

संविदा पूर्व सत्यनिष्ठा करार

PRE CONTRACT INTEGRITY PACT

सामान्य General

बोली पूर्व संविदा पूर्व यह करार) इसके बाद यहाँ इसे सत्यनिष्ठा करार कहा गया है (दिनांक _____ को एक पक्षकार राष्ट्रीय कृषि और ग्रामीण विकास बैंक) नाबार्ड (के प्रतिनिधि श्री _____, मुमप्र, डीपीएसपी, नाबार्ड, प्रका, मुंबई, (इसके बाद यहाँ इसे" नियोक्ता "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके कार्यालय के उत्तराधिकारी और समनुदेशिती शामिल होंगे (और दूसरे पक्षकार मैसर्स _____ के प्रतिनिधि श्री _____, मुख्य कार्यकारी अधिकारी) जिन्हें बाद में यहाँ" निविदाकार "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके उत्तराधिकारी और अनुमत समनुदेशिती शामिल होंगे (के बीच निष्पादित किया गया है .

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____, CGM, NABARD, DPSP, NABARD, HO , Mumbai hereinafter called the "Employer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called "Tenderer" which expression shall man and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

जबकि नियोक्ता " नियोक्तानाबार्ड प्रधान कार्यालय और नाबार्ड हाउस आवासीय क्वार्टरों में कीट नियंत्रण सेवाएँ" का कार्य कराने का प्रस्ताव करता है और निविदाकार इस कार्य के लिए कोटेशन देने हेतु इच्छुक है और है किया प्रस्तुत कोटेशन /

WHEREAS the Employer proposes to carry out the work of " _____ " and the Tenderer is willing to offer/ has offered the quotes and

24-सी .नं प्लॉट कार्यालय प्रधान जिसका, ब्लॉक 'जी', बांद्राकॉम्प्लेक्स कुर्ला-, बांद्रा(पूर्व) , मुंबई में स्थित है .

WHEREAS THE Tenderer is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Employer is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No. C-24, Block 'G', Bandra-Kurla Complex, Bandra (East), Mumbai.

अतः अब NOW, THEREFORE,

किसी भी प्रकार के भ्रष्टाचार से बचने के लिए संविदा के आरंभ से पूर्व, उसके दौरान या बाद में एक निष्पक्ष, पारदर्शी और किसी प्रभाव एक हेतु करने अनुसरण का प्रणाली कार्यव्यवहार रहित पूर्वाग्रह/ - है जाना किया निष्पादित करार

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

उच्च लागत से बचने और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए निर्दिष्ट प्रक्रियाओं के माध्यम से प्रतिस्पर्धी कीमतों पर वांछित विनिर्दिष्ट सामग्री को नियोक्ता लिए के करने प्राप्त उपकरण / और बनाने सक्षम

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

निविदाकारों को यह आश्वासन देते हुए कि उनके प्रतिस्पर्धी भी रिश्वत या किसी भ्रष्ट आचरण का प्रदर्शन नहीं करेंगे और उन्हें संविदा हासिल कराने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण से रोकने के लिए सक्षम करना और नियोक्ता पारदर्शी प्रक्रियाओं का पालन करते हुए अपने पदाधिकारियों द्वारा किसी भी रूप में भ्रष्टाचार को रोकने के लिए प्रतिबद्ध होंगे .

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

संबन्धित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन कराते हैं और निम्नानुसार सहमत हैं :

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

नियोक्ता की प्रतिबद्धता Commitments of the Employer

भी कोई का नियोक्ता जुड़ा से रूप अप्रत्यक्ष या प्रत्यक्ष साथ के संविदा कि है देता वचन यह नियोक्ता 1.1 प्रक्रिया बोली संबन्धित से संविदा इस पदाधिकारी, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में निविदाकर्ता से सीधे स्वयं अपने लिए या इस संविदा से जुड़े किसी व्यक्ति, संगठन या तृतीय पक्षकार के लिए प्रत्यक्ष रूप से या किसी मध्यस्थ के माध्यम से कोई रिश्त, प्रतिफल, उपहार, पुरस्कार कोई की लाभ के प्रकार किसी यअन् अथवा भौतिक यअन् कोई या पक्षपात, करेगा नहीं मांग

The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage form the TENDERER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

दौरान के चरण कॉन्ट्रैक्ट-प्री नियोक्ता 1.2 सभी निविदाकर्ताओं के साथ समान व्यवहार करेगा और सभी निविदाकर्ताओं को समान जानकारी प्रदान करेगा और ऐसी कोई भी जानकारी किसी विशेष निविदाकर्ता को प्रदान नहीं करेगा जो अन्य निविदाकर्ताओं की तुलना में उस विशेष निविदाकर्ता को लाभ प्रदान करते हों .

The Employer will, during the pre-contract stage, treat all TENDERERS alike and will provide to all TENDERERS the same information and will not provide any such information to any particular TENDERER, which could afford an advantage to that particular TENDERER in comparison to other TENDERERS.

कार्यालय सरकारी समुचित पदाधिकारी सभी के नियोक्ता 1.3 युक्त प्रतिबद्धताओं के किसी उल्लंघन प्रयास या पूर्ण उल्लंघन और इस तरह के उल्लंघन के पर्याप्त संदेह के बारे में रिपोर्ट करेंगे .

All the officials of the EMPLOYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

यदि निविदाकर्ता किसी पदाधिकारी और पूर्ण में बारे के दुराचार पूर्ववर्ती किसी के (पदाधिकारियों) / में दृष्टि प्रथम यदि और है करता रिपोर्ट को नियोक्ता साथ के तथ्यों योग्य सत्यापननियोक्ता द्वारा इसे सही पाया जाता है तो नियोक्ता द्वारा इस संबंध में आवश्यक अनुशासनात्मक कार्यवाही या अन्य आपराधिक कार्यवाही सहित कोई अन्य समुचित कार्रवाई शुरू की जा सकती है और ऐसे व्यक्ति को संविदा प्रक्रिया से अलग कर दिया जाएगा में मामले ऐसे ., नियोक्ता द्वारा जारी जांच के दौरान संविदा के तहत चल रही कार्यवाही पर रोक नहीं लगाई जाएगी .

In case any such preceding misconduct on the part of such official(s) is reported by the TENDERER to the EMPLOYER with full and verifiable facts and the same is prima facie found to be correct by the EMPLOYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the EMPLOYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EMPLOYER the proceedings under the contract would not be stalled.

निविदाकर्ता की प्रतिबद्धता Commitments of TENDERERS

3. निविदाकर्ता यह वचन देता है कि अपनी बोली के किसी भी चरण के दौरान या संविदा पूर्व या संविदा पश्चात् इस संविदा को हासिल करने या इसे हासिल करने के प्रयास में भ्रष्ट प्रथाओं, अनुचित साधनों और अवैध गतिविधियों को रोकने के लिए प्रतिबद्ध रहेगा और इस संबंध में विशेष रूप से निम्नलिखित के लिए प्रतिबद्ध है:-

The TENDERER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 निविदाकर्ता, संविदा के साथ प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता के किसी पदाधिकारी को इस संविदा से संबंधित बोली प्रक्रिया, बोली मूल्यांकन, संविदा देने या इसकी कार्यान्वयन प्रक्रिया में लाभ पहुँचाने के बदले में किसी व्यक्ति को सीधे या इस संविदा से जुड़े किसी संगठन या किसी तृतीय पक्षकार या किसी मध्यस्थ के माध्यम से कोई रिश्वत, उपहार, प्रतिफल किसी यअन्, भौतिक कोई, कारपुरस्, लाभ के प्रकार, कमीशन, शुल्क, ब्रोकरेज या कोई अन्य प्रलोभन नहीं देगा .

The TENDERER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 निविदाकर्ता यह भी वचन देता है उसने इस संविदा को हासिल या कार्यान्वित करने या नियोक्ता के किसी पदाधिकारी को किसी संविदा को हासिल करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्वत, उपहार, प्रतिफल, पुरस्कार, पक्षपातलाभ के प्रकार अन्य या हित के प्रकार यअन् अथवा भौतिक किसी, कमीशन, शुल्क, ब्रोकरेज या प्रलोभन नहीं दिया है संविदा यअन् किसी साथ के बैंक या करार इस अथवा, है किया नहीं कार्य का अपनाने रवैया अपक्षपातपूर्ण या पक्षपातपूर्ण प्रति के व्यक्ति किसी में संबंध के है किया नहीं वादा का करने या

The TENDERER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EMPLOYER or otherwise in procuring the 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 Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी प्रिंसिपल्स या सहयोगियों का खुलासा करेंगे .

TENDERERS shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principles or associates.

द्वारा उनके को मध्यस्थ अन्य किसी या ब्रोकरों / एजेंटों में संबंध के संविदा / बोली इस निविदाकर्ता 3.4 .देंगे जानकारी की भुगतान वाले जाने किए

TENDERERs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

मूल लिए के स्टोर रक्षा वह कि है करता घोषणा से नियोक्ता और है करता पुष्टि की आगे निविदाकर्ता 3.5 प्रायो सरकार अधिकृत / इंटीग्रेटर / निर्माताजित निर्यात निकाय है और उसने इस संविदा को निविदाकर्ता को देने हेतु किसी भी व्यक्ति या फर्म या कंपनी के साथ इस संविदा के लिए आधिकारिक या अनौपचारिक रूप से मध्यस्थता नहीं की है और न ही इस प्रकार के किसी मध्यस्थता, सुविधा या अनुशंसा के लिए ऐसे किसी व्यक्ति , फर्म या कंपनी को कोई राशि दी गई है, देने का वादा किया गया है या देने की योजना है .

The TENDERER further confirms and declares to the EMPLOYER that the TENDERER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the TENDERER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

मोलभाव पूर्व संविदा या समय करते प्रस्तुत बोली तो या निविदाकर्ता 3.6 के दौरान या संविदा पर हस्ताक्षर करने से पहले, इस संविदा के लिए नियोक्ता के किसी पदाधिकारी या उनके किसी पारिवारिक सदस्य, एजेंट्स, ब्रोकर्स या किसी अन्य मध्यस्थ को किए गए किसी भुगतान या किए जाने वाले भुगतान की जानकारी के साथव जाने दी में एवज के भुगतान इस साथ-ाले सेवा का ब्यौरा देगा .

The TENDERER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 निविदाकर्ता इस संविदा में रुचि रखने वाली अन्य पार्टियों से सांठ-गांठ नहीं करेंगे जिससे निविदा प्रक्रिया की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति, निविदा मूल्यांकन, संविदा करना और उसके कार्यान्वयन को नुकसान हो.

The TENDERER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 निविदाकर्ता किसी भी प्रकार के भ्रष्ट आचरण, अनुचित तरीकों और अवैध गतिविधियों के बदले में कोई भी लाभ प्राप्त नहीं करेगा.

The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 निविदाकर्ता नियोक्ता द्वारा व्यावसायिक संबंध के हिस्से के रूप में किसी भी इलेक्ट्रॉनिक डेटा कैरियर में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों के संबंध में दी गई किसी भी जानकारी का प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए अनुचित उपयोग नहीं करेगा अथवा किसी और को नहीं देगा. निविदाकर्ता ऐसी किसी भी प्रकार की जानकारी प्रकट न हों इस हेतु पर्याप्त सावधानी बरतने का वचन भी देता है.

The TENDERER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the EMPLOYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के बिना सीधे या किसी अन्य प्रकार से कोई भी शिकायत नहीं करने के लिए प्रतिबद्ध है.

The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 निविदाकर्ता ऊपर दर्शाए गए किसी भी कार्य को करने अथवा करवाने के लिए किसी भी तीसरे व्यक्ति को नहीं उकसाएगा.

The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 यदि निविदाकर्ता अथवा निविदाकर्ता का कोई भी कर्मचारी अथवा निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति नियोक्ता के किसी भी अधिकारी का प्रत्यक्ष अथवा अप्रत्यक्ष रूप से रिश्तेदार है, अथवा विकल्पतः यदि नियोक्ता के किसी अधिकारी को किसी रिश्तेदार का निविदाकर्ता की फ़र्म में वित्तीय हित / हिस्सेदारी हो, तो निविदा भरते समय निविदाकर्ता को इसका उल्लेख करना होगा.

If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER either directly or indirectly is a relative of any of the officers of the EMPLOYER, or alternatively if any relative of an officer of the EMPLOYER has financial interest/ stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of tender.

इस प्रयोजन के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 में परिभाषित किए गए अनुसार होगा.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.13 निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा अथवा किसी भी प्रकार की आर्थिक लेन-देन में शामिल नहीं होगा.

The TENDERER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EMPLOYER.

4. पिछला उल्लंघन Previous Transgression

4.1 निविदाकर्ता इस बात की घोषणा करता है कि इस सत्यनिष्ठा करार पर हस्ताक्षर करने से पहले पिछले तीन वर्षों में इसके अंतर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ अथवा भारत में किसी सरकारी विभाग के साथ ऐसा कोई भी उल्लंघन नहीं हुआ जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सके.

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

4.2 निविदाकर्ता इस बात से सहमत है कि यदि वह इस विषय पर गलत बयान करता है तो, निविदाकर्ता को निविदा प्रक्रिया या संविदा के अयोग्य ठहराया जा सकता है, यदि पहले से ही संविदा दिया जा चुका हो तो, उसे इस कारण से समाप्त किया जा सकता है.

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

5. ब्याना राशि) प्रतिभूति जमाराशि) Earnest Money (Security Deposit)

5.1 वाणिज्यिक निविदा की प्रस्तुति के समय, निविदाकर्ता नाबार्ड के पक्ष में ऑनलाइन के माध्यम से ब्याना राशि / प्रतिभूति जमाराशि के रूप में रु. 50000/- नियोक्ता के पास जमा करेगा.

While submitting commercial bid, the TENDERER shall deposit an amount Rs. 50000/- as Earnest Money/ Security Deposit, with the EMPLOYER through online in favour of NABARD

5.2 अग्रिम धन / प्रतिभूति जमाराशि एक वर्ष की अवधि के लिए अथवा निविदाकर्ता और नियोक्ता को सम्पूर्ण संतुष्टि हो इस तरह से संविदात्मक दायित्वों के पूर्ण होने पर, जिसमें दोष दायित्व अवधि शामिल है, इनमें से जो भी बाद में हो तक वैध होगी.

The Earnest Money/ Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

5.3 सफल निविदाकर्ता के मामले में क्रय संविदा में परफॉर्मेंस बांड से संबंधित आलेख में एक खंड भी शामिल किया जाएगा कि नियोक्ता द्वारा परफॉर्मेंस बांड की जब्ती के लिए नियोक्ता द्वारा लिए गए Seal & Signature of the Contractor

निर्णय के मामले में परफॉर्मेंस बांड की जब्ती के लिए उल्लंघन के लिए प्रतिबंध के प्रावधान, इस संधि के उल्लंघन के लिए प्रतिबंध हेतु कोई कारण बताए बिना, लागू होंगे.

In case of the successful TENDERER a clause would also be incorporated in the Article retaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 नियोक्ता द्वारा निविदाकर्ता को अग्रिम धन /प्रतिभूति जमाराशि पर इसके चलन के दौरान कोई भी ब्याज देय नहीं होगा.

No interest shall be payable by the EMPLOYER to the TENDERER on Earnest Money/ Security Deposit for the period of its currency.

6. उल्लंघन के लिए प्रतिबंध Sanctions for Violations

6.1 निविदाकार अथवा उनके द्वारा नियुक्त किसी व्यक्ति अथवा उनकी ओर से कार्य कर रहे व्यक्ति द्वारा) निविदाकर्ता की जानकारी में हो या न हो (उक्त प्रावधानों में से किसी का भी उल्लंघन होने पर नियोक्ता, जहां कहीं आवश्यक हो, निम्नलिखित में से कोई एक अथवा सभी कार्रवाई कर सकता है.

Any breach of the aforesaid provisions by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the EMPLOYER to take all or any one of the following actions, wherever required: -

निविदाकर्ता को बिना कोई कारण बताए या उनकी कोई क्षतिपूर्ति किए बिना निविदा-पूर्व चर्चा तत्काल रद्द कर सकता है .तथापि अन्य निविदाकर्ताओं के साथ निविदा प्रक्रिया जारी रहेगी.

To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.

नियोक्ता के निर्णय के अनुसार पूर्ण या आंशिक रूप से अग्रिम धन जमाराशि)निविदा पूर्व स्तर पर/(प्रतिभूति जमाराशि जब्त की जाएगी और नियोक्ता को इसके लिए कोई कारण देना नहीं होगा.

The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the EMPLOYER and the EMPLOYER shall not be required to assign any reason therefore.

यदि संविदा का निष्पादन किया गया हो तो निविदाकर्ता को किसी क्षतिपूर्ति के बिना तत्काल संविदा समाप्त की जाएगी .

To immediately cancel the contract, if already signed, without giving any compensation to the TENDERER.

भारतीय निविदाकार होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से %2 अधिक की वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर %2 एलआईबीओआर की वसूली की जाएगी .

यदि किसी अन्य कार्य के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है तो ब्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी .

To recover all sums already paid by the EMPLOYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the TENDERER from the EMPLOYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

नियोक्ता द्वारा पहले किए गए भुगतान और ब्याज की वसूली के लिए निविदाकर्ता द्वारा दी गई अग्रिम बैंक गारंटी और निष्पादन बांड / वारंटी बांड का नकदीकरण किया जाएगा .

To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the EMPLOYER, along with interest.

निविदाकर्ता के साथ सभी या कोई और ठेका रद्द किया जाएगा .निविदाकर्ता को इस प्रकार के रद्द/उत्सादन के परिणामस्वरूप नियोक्ता को हुए किसी नुकसान या हानि की क्षतिपूर्ति करनी होगी और नियोक्ता, निविदाकर्ता को देय राशि से यह राशि वसूली का हकदार होगा .

To cancel all or any other contracts with TENDERER. The TENDERER shall be liable to pay compensation for any loss or damage to the EMPLOYER resulting from such cancellation/ rescission and the EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the TENDERER.

निविदाकर्ता को भारत सरकार की निविदा प्रक्रिया में भाग लेने पर न्यूनतम 5 वर्ष की अवधि के लिए प्रतिबंध लगा सकता है .नियोक्ता अपने विवेकाधिकार से इस अवधि को आगे बढ़ा सकता है.

To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

इस ठेके को प्राप्त करने के लिए इस करार का उल्लंघन करते हुए निविदाकर्ताओं (द्वारा किसी बिचौलिये या एजेंट या मध्यस्थ को किए गए सभी भुगतान की वसूली की जाएगी .

To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

किसी संविदा के संबंध में नियोक्ता और निविदाकर्ता द्वारा हस्ताक्षरित अप्रतिसंहरणीय ऋण पत्रों के मामले में ऐसे ऋण पत्र खोले नहीं जाएंगे.

In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EMPLOYER with the TENDERER, the same shall not be opened.

इस करार के उल्लंघन के लिए दंड के रूप में नियोक्ता द्वारा परफार्मेंस बांड जब्त करने के निर्णय की स्थिति में बिना कोई कारण बताए इसे जब्त किया जाएगा .

Forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 नियोक्ता को निविदाकर्ता या उनके किसी कर्मचारी या उनकी ओर से) निविदाकर्ता की जानकारी से अथवा जानकारी के बिना (कार्यरत किसी के द्वारा इस संबंध में भारतीय दंड विधान, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार निवारण के लिए बनाए गए किसी अन्य अधिनियम में परिभाषित किसी अपराध के लिए इस करार के पैरा) 6.1 i) से) x) तक में उल्लिखित सभी या कोई कार्रवाई करने का अधिकार होगा .

The EMPLOYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 निविदाकर्ता द्वारा इस करार के प्रावधानों के उल्लंघन के संबंध में नियोक्ता का निर्णय अंतिम और निविदाकर्ता के लिए बाध्यकारी होगा . तथापि , निविदाकर्ता इस करार के प्रयोजनों के लिए नियुक्त स्वतंत्र अनुप्रवर्तक) को (को अभ्यावेदन दे सकते हैं .

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

7. उल्लंघन शर्त Fall Clause

7.1 निविदाकर्ता वचन देते हैं कि उन्होंने भारत सरकार के किसी मंत्रालय /विभाग अथवा सार्वजनिक उपक्रम को वर्तमान निविदा में उल्लिखित इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली को इस प्रस्ताव में दिए गए दर से कम में आपूर्ति नहीं की है /नहीं की जा रही है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय /विभाग या किसी सार्वजनिक उपक्रम को कम दाम पर इसी प्रकार के उत्पाद /प्रणाली या उप-प्रणाली की आपूर्ति की है तो उचित समयावधि बीत जाने के बाद वर्तमान मामले में निविदाकर्ता नियोक्ता को , निविदा पहले ही समाप्त हुई हो तो , लागत के अंतर की पूर्ति करेंगे .

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

8. स्वतंत्र अनुप्रवर्तक Independent Monitors

8.1 इस करार के लिए नियोक्ता ने केन्द्रीय सतर्कता आयोग की सलाह से श्री _____सरकार को स्वतंत्र अनुप्रवर्तक) आगे से यहाँ अनुप्रवर्तक कहा जाएगा नियुक्त किया है .

The EMPLOYER has appointed Independent Monitor Shri _____ (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

8.2 अनुप्रवर्तक स्वतंत्र और निष्पक्ष रूप से इस करार के अधीन पार्टियों द्वारा दायित्व के अनुपालन की समीक्षा करेंगे.

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 अनुप्रवर्तक पक्षकारों के प्रतिनिधियों के अनुदेशों के अधीन नहीं होंगे और वे निष्पक्ष और स्वतंत्र रूप से अपना कार्य करेंगे .

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 दोनों पक्षकार इस बात से सहमत हैं कि अनुप्रवर्तक को इस परियोजना /अधिप्राप्ति संबंधी बैठकों के कार्यवृत्त सहित सभी दस्तावेजों को देखने का अधिकार होगा .

Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

8.5 इस करार का उल्लंघन पाए जाने अथवा किसी कारणवश उन्हें इस करार का उल्लंघन प्रतीत होने पर अनुप्रवर्तक नियोक्ता द्वारा नामित प्राधिकारी को इस बात की सूचना देंगे .

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER.

8.6 निविदाकर्ता इस बात से सहमत है कि अनुप्रवर्तक को निविदाकर्ता द्वारा उपलब्ध कराए गए दस्तावेजों सहित ,नियोक्ता के सभी परियोजना दस्तावेजों को बेरोकटोक देखने का अधिकार होगा . निविदाकर्ता अनुप्रवर्तक के अनुरोध और वैध हित दर्शाने पर उन्हें परियोजना के दस्तावेजों को बेरोकटोक और बिना किसी शर्त के देखने की अनुमति भी देंगे .यह उप-निविदाकारों पर भी लागू होगा . अनुप्रवर्तक इस निविदा के दायित्वों के अधीन निविदाकर्ता /उप-निविदाकर्ता) ओं (की जानकारी और दस्तावेजों की गोपनीयता बनाए रखेंगे .

The TENDERER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the EMPLOYER including that provided by the TENDERER. The TENDERER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the TENDERER/ Subcontractor(s) with confidentiality.

8.7 नियोक्ता परियोजना से संबंधित पक्षकारों के बीच सभी बैठकों की जानकारी अनुप्रवर्तक को उपलब्ध कराएंगे बशर्ते पक्षकारों के बीच इस प्रकार की बैठकें निविदा संबंधों को प्रभावित करती हो . पक्षकार अनुप्रवर्तक को इस प्रकार की बैठकों में भाग लेने का विकल्प देंगी .

The EMPLOYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 अनुप्रवर्तक नियोक्ता /निविदाकर्ता से सूचना प्राप्त होने के बाद 8 से 10 सप्ताह के बीच नियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और आवश्यक हो तो समस्यात्मक स्थितियों में सुधार के लिए प्रस्ताव देंगे .

The Monitor will submit a written report to the designated Authority of EMPLOYER within 8 to 10 weeks from the date of reference or intimation to him by the EMPLOYER/ TENDERER and should the occasion arise submit proposals for correcting problematic situations.

9. जांच की सुविधा Facilitation of Investigation

इस करार के किसी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी आरोप के मामले में नियोक्ता या उनकी एजेंसियों को निविदाकर्ता के बही खातों सहित सभी दस्तावेजों की जांच का अधिकार होगा और निविदाकर्ता आवश्यक जानकारी और दस्तावेज अंग्रेजी में उपलब्ध कराएंगे तथा इस प्रकार की जांच में हर संभव सहायता देंगे .

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

10. विधि और अधिकार क्षेत्र Law and Place of Jurisdiction

यह करार भारतीय न्याय व्यवस्था के अधीन होगा .कार्य स्थान और अधिकार क्षेत्र नियोक्ता स्थल होगा .

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EMPLOYER.

11. अन्य कानूनी कार्रवाई Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्रवाई किसी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होगी जोकि किसी सिविल या आपराधिक कार्यवाही संबंधी वर्तमान में लागू कानूनों के प्रावधानों के अनुरूप होगी .

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

12. वैधता Validity

12.1 यह सत्यनिष्ठा करार हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियेक्ता और निविदाकर्ता /विक्रेता की संतुष्टि से निविदा के पूर्ण निष्पादन तक ,जो भी बाद में हो ,वैध होगी .यदि निविदाकर्ता कार्यनिष्पादन करने में असफल होता है तो निविदा पर हस्ताक्षर करने के छह महीने बाद यह सत्यनिष्ठा करार समाप्त हो जाएगा .

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the EMPLOYER and the TENDERER/ Seller, including warranty period, whichever is later in case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 इस करार का एक या कई प्रावधान अवैध हो जाने पर शेष करार वैध रहेगा .ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे .

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां _____ ,
को निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at _____ on -
_____.



नियोक्ता EMPLOYER

निविदाकर्ता TENDERER

अधिकारी का नाम Name of the Officer
Officer

मुख्य कार्यकारी अधिकारी Chief Executive

पदनाम Designation

नाबार्ड NABARD

साक्ष्य Witness

साक्ष्य Witness

1. _____

2.

* विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों की भागीदारी के संबंध में नियोक्ता की नीति के अनुसार इन शर्तों के प्रावधानों में संशोधन / हटाने की आवश्यकता होगी .

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