NOTICE INVITING TENDER

M/s.

Dear Sir,

Tender for Annual Maintenance Contract for Deep Cleaning of Officers Quarters, NABARD Chennai – (2020-2022)

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers/ tenders in two parts from all eligible bidders for Annual Maintenance Contract for Deep Cleaning of Officers Quarters of NABARD at Chennai as per the terms and conditions contained in the Request For Proposal (RPF)/ Tender. The Bidding Document may be obtained from NABARD’s office located at No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34 on a non-refundable payment of Rs.500/- by way of demand draft in favour of NABARD payable at Chennai or downloaded from https://www.nabard.org/ free of cost. The other details are given below:

<table>
<thead>
<tr>
<th>Date of commencement of issue of Tender</th>
<th>03/03/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of RFP document (non-refundable)</td>
<td>Rs.500/- (Document is available for download from <a href="https://www.nabard.org/free">https://www.nabard.org/free</a> of cost)</td>
</tr>
<tr>
<td>Earnest Money Deposit (Bid Security)</td>
<td>Rs18000/-</td>
</tr>
<tr>
<td>Last date for receipt of RFP queries</td>
<td>14:30 hrs on 23/03/2020 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34</td>
</tr>
<tr>
<td>Last date and time for receipt of Bids</td>
<td>14:30 hrs on 24/03/2020 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34</td>
</tr>
<tr>
<td>Date and time of opening of technical bid</td>
<td>15:30 hrs on 24/03/2020 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34</td>
</tr>
<tr>
<td>Opening of Price Bid</td>
<td>The Price Bid will be opened on a date and time, that will be pre-informed to the selected contractor’s/ vendors/ agencies after scrutiny of the technical bid.</td>
</tr>
</tbody>
</table>

National Bank for Agriculture and Rural Development

Tamil Nadu Regional Office

48, Mahatma Gandhi Road, Post Box No.6074, Nungambakkam, Chennai 600034. Tel: +91 44 28304444 Fax: +91 44 28275732 E-mail: chennai@nabard.org

www.nabard.org Taking Rural India Forward
| Place of receiving and opening of tenders | NABARD, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34  
| Email: chennai@nabard.org |
|---|---|
| No. of envelopes (non-window, sealed) to be submitted | Three (3) Envelopes  
| a) Sealed envelope 1- Pre Contract Integrity Pact. (page 15-20)  
| b) Sealed envelope 2- containing technical bid+ EMD DD/BG+cost of RFP document( EMD and cost of RFP to be enclosed in separate cover and pinned to cover-1) (page 01-13)  
| c) Sealed envelope 3 containing Price bid page 14 (The date of opening of the price bid will be indicated after the scrutiny of the technical bid)  
| Both the envelopes to be placed in one common outer sealed envelope |

NABARD reserves the right to change the dates mentioned in the Tender which will be displayed, as corrigendum/ amendment, at the above websites on which bidding documents are available.

Please note that all the information desired, needs to be provided by the bidder in the formats specified by NABARD. The bidder shall bear all the costs associated with the preparation and submission of the bid and NABARD will, in no case, be responsible or liable for such costs, regardless of the conduct or outcome of tendering process.

The Pre Contract Integrity Pact in Annexure A should be signed and submitted mandatorily as envelope 01, the tender of the vendor who have signed and submitted the Pre Contract Integrity Pact will only be taken into consideration.

Earnest Money Deposit must accompany with tender offers as specified in this tender document. EMD amount should be contained in envelope-2 with the technical bid. The bidders who would obtain the tender document from NABARD’s Office location should pay the cost of RFP by way of demand draft in favour of NABARD payable at Chennai which should be contained in envelope-2. Offers received without EMD and Cost of RFP will be rejected.

Technical specifications, terms and conditions, scope of work, various formats and proforma for submitting the tender offer are described in the tender document and its enclosures/ annexures.

Tender offer will be opened in the presence of the bidders or their representatives who choose to attend the opening of tender on the above mentioned date, time and place.

Yours faithfully,

Sreepathy Kalkura S  
**Deputy General Manager**
I- General Instruction to the Tenderer

1. The Tenders may be submitted after visiting the site and conducting survey of the existing conditions so as to familiarise themselves with the nature of works to be carried out and get all clarifications as necessary from NABARD before quoting their rates.

2. The envelope containing the Tender document complete in all respects, duly signed by the tenderer and sealed as necessary, should be dropped in the Tender Box kept in the Ground floor before 14.30 hours on 24/03/2020.

3. The Contractor selected for award of the Annual Maintenance Contract will have to remit an amount of Rs18000/- (Rupees Eighteen Thousand only) as Security Deposit to NABARD. This amount shall be retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest.

4. NABARD reserves the right to accept or reject any Tender, either in whole or in part without assigning any reasons for doing so and is not bound to accept the lowest or any Quotation.

5. Tenders containing tenderer’s own conditions are liable to be rejected.

6. Scope of work are as indicated in the II.

7. General Terms & Conditions are indicated in III.

8. General Specification as indicated in IV.

9. Instructions for filling the Price bid V

10. Format of agreement to be signed VI.

11. Integrity Pact VII.

12. NABARD reserves the right to divide and distribute the work to more than one Contractor at its sole discretion. The tenderers are advised to ensure strict observance of commercial aspect of this Tender and also the following points:

(a) The Contract will be awarded to the agency only if the performance of the agency is found to be satisfactory during the initial three months.

(b) The Contract period will be for a period of 24 months, from 01 April 2020 to 31 March 2022.

(c) Validity of offer should be 90 days from the last date for receipt of quotation.
13. The rates may be quoted in the Price BID Annexure I & II, The Price BID will be opened on a date that will be informed to the selected contractors/vendors/agencies after scrutiny of the technical bid.

14. The address of the premises where the AMC is to be carried out are

<table>
<thead>
<tr>
<th>SI No</th>
<th>Details</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Officers’ Quarters –I</td>
<td>NABARD Officer Quarters, No 8 Cenotaph Road, Teynampet</td>
</tr>
<tr>
<td>2</td>
<td>Officers’ Quarters –II</td>
<td>NABARD Officers Quarters, No 73, Bazullah Road, T Nagar</td>
</tr>
</tbody>
</table>

Signature of the authorized signatory of the contractor / Tenderer
II- **Scope of work for housekeeping services**

(1) The toilets and the wash basins in the flats are to be cleaned in a hygienic way using branded cleaning agents - **Weekly Basis**

(2) Cleaning the room’s floor, washing the netlon, dusting the windows window’s, cleaning the fans, removing cobwebs, and cleaning all the inaccessible spots of the flats – **On Quarterly Basis**.

(3) Cleaning the room’s floor, washing the netlon, dusting the windows window’s, cleaning the fans, removing cobwebs, and cleaning all the inaccessible spots of the vacant flats - **On Quarterly Basis**.

Signature of the authorized signatory of the contractor / Tenderer
III- General Terms and conditions

1) The agency should have relevant ISO certification. The copy of the same should be attached with the technical bid.

2) The agency should have the ESI and PF membership for its employees, the copy of the same is to be attached while submitting the tender.

3) The agency should have executed similar Contract with PSU/Central Govt. Dept. during the last three years and should submit list of its clients along with at least two work orders copies.

4) Copy of the income tax statement for the previous three financial years i.e 2018-19, 2017-18, 2016-17 should be enclosed with tender.

5) Sufficient manpower shall be provided by the Contractor to ensure that the items of works indicated in the scope of work are attended to and executed to the satisfaction of NABARD. The list of manpower available should be provided along with the tender.

6) Supervisor should be available for coordinating between the workers and the residence and the assistant caretaker/caretaker so as to ensure effective and proper work.

7) The deployment of manpower may be flexible and can be changed as per the directions of NABARD.

8) The rate quoted for the said contract shall include the cost of manpower (including supervisor), cost of equipment/machinery need by the agency to execute the job.

9) The services shall be provided from Monday to Sunday for the 3 quarters. Weekly off may be provided appropriately without hindering the routine works.

10) In case of requirement and in emergencies, the services should be provided on Holidays on payment basis.

11) Payments

- The payment for cleaning of the toilet, rooms, etc in the flats will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Asstt Caretaker/ Caretaker and Protocol and Security Officer of our NABARD.

- In case all the toilets are not cleaned on a weekly basis, then 10% of the rate quoted for per toilet cleaning, will be deducted equivalent to the number of toilets not cleaned per week. The same will be deducted from the bill before settlement as a penalty.

- In case all the rooms are not cleaned, then 10% of the rate quoted for per room cleaning, will be deducted equivalent to the number of rooms not
cleaned. The same will be deducted from the bill before settlement as a penalty.

- Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month.

12) The Contract shall be valid for a period of two years i.e from 01.04.2020 to 31.03.2022. However, NABARD reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

13) The rates quoted should include removal of garbage out of premises on a daily basis.

14) NABARD also reserves the right/option to extend the validity of this Contract for a further period of 01 year at the same rate, terms and conditions after completion of the two year Contract.

15) Forfeiture clause in case of negligence/dereliction of duty by Contractor’s staff.

16) Appropriate Tax and other statutory requirements will be deducted from the bills at prevailing rates.

17) **CAR policy and work man compensation insurance policy for 1.25 times** the contract value is to be taken by the agency for the workmen engaged and the same is to be submitted to NABARD within 15 days of the work order.

18) The Contractor may ensure that minimum wages as stipulated by Ministry of Labour, Govt. of India and all other statutory payments thereof. The proof for such payments/certificates shall be produced by the Contractor along with the monthly bills.

19) The Contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of the officer-in-charge/security officer.

20) Every person engaged by the Contractor for works in NABARD’s premises shall be deemed to be Contractor’s employees and no such employees shall have any right to or claim against NABARD.

21) In case of strike resorted to by the employees of the Contractors, NABARD reserves the right to employ other Contractor’s workers, without any notice, for carrying out the maintenance work. In such cases, either the actual cost of such laborers or whole day basis shall be deducted from the Contractor’s bills or recovery will be made on the basis of actual amount paid to the other Contractor plus the applicable service charge.

22) **Attendance Record**: Attendance of workers as indicated in the scope shall be maintained in the premises and the same shall be verified before settlement of bills. In case of absence, proportionate value of contract pertaining to the days of absence shall be deducted from the monthly payment.
23) The contractor will attend to the regular complaints of the occupants and the work executed shall be to the satisfaction of the occupants and NABARD

24) If the services is not attended on the same day/ next day a pro-rata recovery will be effected. In addition to that any expenditure incurred by NABARD for rectifying such defects will also be recovered from the contract amount.

25) NABARD reserves the right to recover from the bill of the contractor security deposit for any default / improper maintenance work in time which will be carried out through other agency at the cost and risk, if considered so by NABARD, which shall be binding upon the Contractor at all time.

26) Breach of Terms and Conditions- For any breach of the aforesaid terms and conditions, or unsatisfactory work, National NABARD (NABARD) shall be at liberty to terminate the Contract summarily with one month notice in the event of which the Contractor shall not be entitled for any compensation whatsoever.

Signature of the authorized signatory of the contractor / Tenderer
### IV General Specification

1) The Details of the flats and toilets that are to be cleaned are as below,

<table>
<thead>
<tr>
<th>Location</th>
<th>Total flats in the premises</th>
<th>Total Number of Toilets</th>
<th>Total Number of rooms</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD Officers Quarters - Cenotaph Road – Minimum 2Nos manpower</td>
<td>06 2BHK</td>
<td>22 2BHK</td>
<td>56</td>
</tr>
<tr>
<td>NABARD Officers Quarters - Bazullah Road - Minimum 3Nos manpower</td>
<td>31 3BHK</td>
<td>30 2BHK</td>
<td>128</td>
</tr>
</tbody>
</table>

2) The balcony in 3BHK & 2BHK is to be counted as part of the hall and is to be considered as one room. The rates are to be quoted accordingly.

3) The rooms for 3BHK will be 03- bedrooms, 01 -hall cum balcony, 01-kitchen.

4) The rooms for 2BHK will be 02- bedrooms, 01 -hall cum balcony, 01-kitchen.

5) The rate quoted for cleaning, per rooms of the flats, on quarterly basis, should include the work of cleaning the room’s floor, washing the netlon, dusting the windows, cleaning the fans, removing cobwebs, and cleaning all the inaccessible spots of the flats as indicated in the scope of work.

6) The wash basin in the hall and bath cum toilet will be considered part of each toilet. The rates are to be quoted accordingly.

7) The labors should be available as and when required by NABARD. The labors shall make all efforts to try to keep the premises in top standards.

8) The contractor shall ensure that only branded materials is used for maintenance work.

9) After the completion of work the contractor shall ensure the removal of debris out of the premises to safe municipal corporation limit, removing stains, cleaning the site thoroughly and unless the same is done to the satisfaction of the concerned officer, bill will not be settled. The cost for redoing the same will be borne by the contractor.

10) This contract is for the works to be carried out at our quarters premises from inside and outside for all floors / height. The cost of scaffolding or any other necessary equipment’s for completing the work will be allowed based on the nature of work. The contractor shall make his own arrangement for tools and ladder etc. for executing the work.

Signature of the authorized signatory of the contractor / Tenderer
V - Instructions for filling the Price bid

1. Quoted rates should be workable and reasonable and should include:
   a. Payment to all the contract workers engaged by contractor on site as per minimum wages as notified by Labour Commissioner from time to time. The minimum wages must cover Central Government wages as indicated by Central Labor Commission.
   b. ESI & PF benefits (Employer's contribution towards ESI & PF). EPF/ ESI has to be paid to worker considering the base full amount of applicable minimum wages prescribed by the Labour Commissioner from time to time.
   c. Cost of equipment/machinery, if required
   d. Allowance for maintenance of two sets of uniform, gloves, broom, mops, mask, bucket, ladder, sheet etc
   e. Charges, if any, towards safe disposal of waste from NABARD premises in safe municipal dump
   f. Incidental expenses and all overheads and profits

2. The contractor should furnish Rate Analysis, along with the price-bid, for the rates quoted by him/her in this tender as per the format given in Annexure-2 for rates quoted under Sl.No.1 under Schedule of Quantities.

Rates shall have to be quoted in both words and figures

Signature of the authorized signatory of the contractor / Tenderer
VI-FORMAT OF AGREEMENT TO BE SIGNED

FORM OF AGREEMENT
(On Rs 200/- Stamp paper)

This agreement made on ..............the day of the ...............month in the year ..............BETWEEN , National Bank for Agriculture and Rural Development (or NABARD) having its Head Office at, Plot No C-24, ‘G’ Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400051 and its Chennai Regional Office at 48, Mahatma Gandhi Road, Post Box No.6074, Nungambakkam, Chennai-600034 (hereinafter referred to as the Employer / NABARD) on the ONE PART; and *Shri _____________ S/D/O_____________resident of____________________________the sole Proprietor (hereinafter called the Tenderer which terms shall also be called the Supplier or the Contractor of M/S_________________having office at the following address........................................................................................................

* M/S ........................................................................................................................

the partnership firm having an administrative / principal office at represented its Managing / duly authorised partner OTHER PART.

OR

* M/S ........................................................................................................................company / body having its registered office at the following address ........................................................................................................duly represented at.................................................duly represented by its constituted and authorised Managing Director, Shri............................................................and (hereinafter called the Tenderer which terms shall also be called the Supplier or the Contractor) on the OTHER PART.

NOW THEREFORE THIS AGREEMENT AGREE THAT

1) Tender documents containing following listed heads and annexures with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.

2) We agree to executed with due diligence during the said contract period from ..............2021- 31st March 2022

   I) General instruction to the tenderer
   II) Scope of work
   III) Terms & Conditions
   IV) General Specification
   V) Instructions for filling the Price bid
   VI) Price BID – Annexure I & II
   VII) Integrity Pact
3) The said Conditions and the Annexure thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said condition and perform the agreements on their part respectively contained in said conditions.

4) All payments by the Employer under this contract will be made by e-payment only.

5) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at CHENNAI and only court at CHENNAI shall have jurisdiction to determine the same.

6) This agreement shall be signed in duplicate; the original document shall be kept in the custody of the Employer and the duplicate with Contractor. Stamp duty shall be borne by the Contractor.

7) I/ We agree to pay all Government (Central and State) Taxes such as GST, Excise Duty, Octroi, service tax etc. and other taxes prevailing from time to time and the rates quoted by me/us are inclusive of the same. I/ We agree that NABARD may deduct the applicable tax that prevail from time to time from our bills.

IN WITNESS WHEREOF the Employer has set its hand hereunto through its duly authorized official and the contractor has caused these presents under its common seal/by its duly authorized representative at the place and on the date and year first hereinabove written.

As witness our hands are affixed this day of 2020.

Signed and sealed by the said Employer in the presence of

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

Witness No. 1 ....
Witness No. 2 ....
Signed and Sealed by the said

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

Contractor in the presence of

Witness No. 1 ..........
Witness No. 2 ....

Signature of the authorized signatory of the contractor / Tenderer
ANNEXURE C

INDEMNITY BOND
(On Rs. 100/- Stamp Paper)

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-Kurla Complex, Bandra (E) Mumbai-400051 and Regional Office at No. 48, Nungambakkam High Road, Chennai – 600034 and M/s..............................................................having their office at .............................................................. on this ........ day of........................ 2020.

WHEREAS NABARD have appointed M/s....................................................................as the Contractor for their proposed work relating to "Quotations for Annual Maintenance Contract for Deep Cleaning of Officers Quarters of NABARD Chennai – 2020-2022"

THIS DEED WITNESSETH AS FOLLOWS:-

I/We M/s .................................................................. hereby do Indemnify, and same harmless NABARD against and from

1. 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, 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,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. 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.
4. 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 THE M/s ...............................................has set his/their hands on this ........ day of .................. 2020.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS:
(1) ..................................................
(2) ..................................................

Signature of the authorized signatory of the contractor / Tenderer
### Price BID

**Annual Maintenance Contract for Deep Cleaning of Officers Quarters of NABARD Chennai – 2020-2022**

<table>
<thead>
<tr>
<th>SI No</th>
<th>Work to be executed</th>
<th>Frequency of cleaning</th>
<th>Rate per work basis</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cleaning of Rooms</td>
<td>Quarterly</td>
<td></td>
<td>Per Room**</td>
</tr>
<tr>
<td>2</td>
<td>Cleaning Toilets</td>
<td>Weekly</td>
<td></td>
<td>Per Toilet@@</td>
</tr>
</tbody>
</table>

** per room – cleaning fan, cleaning windows & window grill, sweeping and mopping floor, removing cobwebs, dusting of overhead RCC shelves, cleaning of all the inaccessible areas.
@@Cleaning toilets- Indian or western toilet cum bathrooms and wash basin inside and outside the toilet. One wash basin in hall to be counted with the common toilet and the wash basin inside the attached toilet to be counted with the attached toilet.

GST at 18% (as applicable from time to time) will be paid extra on the rates quoted as above.

Total Amount in Figures:

Total Amount in Words:

**Place:**

**Date:**

**Name, address**

Signature of the authorized signatory of the contractor / Tenderer
VII- INTEGRITY PACT

INTEGRITY PACT

Between

National Bank for Agriculture and Rural Development (NABARD)
hereinafter referred to as “The Principal”

And

........................................................................ hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ........................................ The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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 will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the 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 tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders 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 bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.
Section 4 – Compensation for Damages
(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression
(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors
(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)
If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor
(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
The Independent External Monitor appointed for NABARD is

(Name & Address of the Monitor)

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or
reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word ‘Monitor’ would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 – Other provisions**

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

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

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

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

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal) (For & on behalf of the Bidder/Contractor)

(Office Seal) (Office Seal)

Place __________________________
Date __________________________
Independent Monitors
Name: Shri Pramod Kumar Sangewar, IRSS (Retd.)
Address: H. No. 12-5-65/1, Flat No. log Sri Harsha Sethuram Unique Vijayapuri Colony, South Lalaguda Secunderabad 5000 17 Telangana State

Signature of the authorized signatory of the contractor / Tenderer