

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
KARNATAKA REGIONAL OFFICE
BANGALORE**



**Supply, installation and commissioning of pre-fabricated (factory made)
Modular Kitchen Units and other accessories in 8 Flats in NABARD
Residential Quarters in Block MF 27 and MF28 at Nandini Layout, Plot 1**

**TECHNICAL BID
(PART – I)**

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1	PRICE BID	

A. SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from www.nabard.org and CPP Portal
	From: 29 April 2022
	To: 09 May 2022
Pre-Bid meeting	11:00 hrs. on 04 May 2022
Last date of submission of Tender	Up to 10:30 hrs. on 09 May 2022
Opening of Technical Bids	11:00 hrs. on 09 May 2022 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor's representatives.
Opening of Price Bids	Price Bid will be opened on same day or a subsequent date, which will be communicated to the bidders who qualify the Eligibility Criteria and Technical Evaluation.
Contact Details: Address for Communication And submission of bid.	NABARD , Karnataka Regional Office, Department of Premises, Security and Protocol, 46, NABARD Towers, Kempegowda Rd, Bengaluru, Karnataka 560009

B.FORM OF TENDER

The Chief General Manager

National Bank for Agriculture and Rural Development
NABARD TOWER
46 K G Road
BENGALURU - 560009

Dear Sir,

Supply, installation and commissioning of pre-fabricated (factory made) Modular Kitchen Units and other accessories in 8 Flats in NABARD Residential Quarters in Block MF 27 and MF28 at Nandini Layout, Plot 1

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

S. No.	Subject	Specification
a	Description of work	Tender for Supply, installation and commissioning of pre-fabricated (factory made) Modular Kitchen Units and other accessories in 8 Flats in NABARD Residential Quarters in Block MF 27 and MF28 at Nandini Layout, Plot 1, Bengaluru
c	Time allowed for completion of the work	The time allowed for completion of total project is 2 weeks reckoned from the 2 nd day of the date of issue of work order. However, the time allowed for installation of modular kitchen units in a single flat is 7 days only from the date of handing over the kitchen for installation of units.
d	Retention Money Deposit (RMD)	5 % of the gross value quoted for entire work.

3. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions or the said Conditions of the tender annexed hereto in so far as they may be applicable in the said tender conditions.

Our Banker's 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 / Authorisation letter to sign the contract

Yours faithfully,

Signature of Tenderer with stamp

C.TERMS AND CONDITION OF TENDER/QUOTATION

1. Quoted rate shall be workable and inclusive of all material and labour cost as well as prevailing taxes, levies, excise duty, service tax, local taxes etc., all complete. Nothing extra will be paid over and above the rates quoted by the contractor on this account. The National Bank will deduct tax at source as per relevant rules in force. Electricity & water, if required, will be provided by the Bank free of cost at the mentioned work site/s. The contractor has to arrange the tapping points at its cost in consultation with Banks officials.
2. All the rates must be quoted in figure for each of the item, neatly and all the corrections shall be initialed. No conditional rebate will be accepted. If on check, differences are observed between the rates given by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:
 - a. When there is a difference between the rates in figures and in words the rates which corresponds to the amounts worked out by the Contractor shall be taken as correct.
 - b. When the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractor in words shall be taken as correct.
 - c. When the rates quoted by the Contractor in figures and in words tallies, but the amount is not worked out correctly, the rate quoted by the Contractor shall be taken as correct and not the amount.
3. The contractor must acquaint himself with the site condition before quoting his rates and carrying out the work.
4. The Contractor should have valid License relating to his Contract and the workmen employed by the Contractor should also have the valid License and/or experience in their trade.
5. The Contractor should arrange to obtain necessary insurance cover (Workmen compensation policy) for his employees at his cost and should be responsible for the safety of persons, employed by him.
6. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules.
7. The Contractor shall comply with the provisions of Contract, Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. NABARD shall not be held responsible for any penalty on failure of the any Labour Regulations. NABARD shall have the power to inspect the Wage Register and for physical verification of salary paid to the staff with reference to any records of the Contractor and to insist the Contractor to comply with Laws.
8. The quantities mentioned in schedule of quantities are only tentative and may vary to any extent. Some of the items of work may not be executed at all and some may be partially executed at the sole discretion of NABARD. The contractor shall not have any claim on account of variation.

9. The rate of additional items / non-tendered items (if considered necessary during the execution of work will also have to be undertaken) will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads plus applicable tax. In such cases, contractor shall submit the documents supporting the price his rate analysis along with all relevant supporting market rates list / vouchers for consideration of the Bank.

10. In case the contractor is constrained to substitute/ variate in the material specifications on account of non-availability of the same in the market or long delivery time, he/they must obtain the approval for any such substitution/variation from Bank. For variate/substitute item, Bank will make the suitable deduction/additional payment on the basis of difference in the cost of item specified in tender and substituted item or proportionate cost in case of variation in size plus 15 % towards contractor's profit and overheads from the quoted rate. In such cases, contractor shall submit the documents supporting the cost of the material purchased and quotation of the material specified in the tender for consideration of the Bank.

11. No escalation on the rates of any items shall be considered by the Bank after finalisation and award of contract.

12. All work shall be carried out as per latest CPWD specifications or procedure for electrical work and materials conform to relevant BIS codes where mentioned. The coeff. for painting works will be taken as stated in tender or as per CPWD specifications. Samples of materials or brand wherever required shall have to be got approved by Bank before actual use in the work.

13. The contractor will make temporary arrangements at the site at his cost for storage space. All material required for proper completion of work shall be arranged by the contractors. The contractor will take all the steps to ensure the safety of labour, persons and NABARD property. The contractor will maintain a First Aid Box at site.

14. All work must be completed within 2 weeks which shall be reckoned from the 2nd day of the date of issue of work order. Delay in the completion of work will attract liquidated damage @ 0.25 % of contract value per week, which may be to the maximum of 5% of the value of contract. For delay beyond control of contractor, no liquidated damage will be imposed. Contractor will submit the main reasons for the delay for consideration of Bank, in case of delay in completion of work. Extension of time will be considered on the written request by the contractor.

15. After satisfactory completion of the work, payment shall be made on accepted rates on the basis of actual measurement of work done at site.

16. The work must be carried out without causing any damage to the Bank's and other's property. The Contractor shall be fully responsible and shall compensate NABARD in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees, or workmen. The decision of NABARD in this regard shall be final and binding. For this, the contractor shall indemnify NABARD against any losses as per format given at **Annexure D** on Rs.100/- non judicial stamp paper.

18. Security Deposit / Retention money deposit shall be deducted @ 5% of the gross value of amount quoted shall be refunded after expiry of defects liability period of one year after the date of virtual completion of the work. No interest will be paid on Security Deposit/ Retention Money. No mobilisation advance will be given to contractor.

19. The tenderer will initial each page of the documents with their seal in token of their having fully understood the contents of tender/quotation for the work.

21. The tender shall be submitted in sealed cover with complete super-subscribed "Tender for Supply, installation and commissioning of pre-fabricated (factory made) Modular Kitchen Units and other accessories in 8 Flats in NABARD Residential Quarters in Block MF 27 and MF28 at Nandini Layout, Plot 1, Bengaluru" (*in two envelopes as technical & price bid and both are put up in one main envelope*), so as to reach the office of "The Chief General Manager, National Bank for Agriculture and Rural Development, NABARD TOWER, 46 K G Road, BENGALURU – 560009" by 10:30 AM on or before 09 May 2022. In case, the last date of submission is holiday, the next working day will be last date of submission. The technical bid will be opened at 11:00 AM on 09 May 2022 in the presence of representative of contractors, if they choose so. The price bids will be opened for the eligible tenderers subsequently.

22. National Bank (NABARD) reserves the right to reject any or all tenders/ quotes.

23. The contractor will take the necessary permissions from the municipal/statutory authorities for execution of the work. The bank will provide the necessary documents & letters for submission and reimburse the submitted fee on the basis of receipts.

24. The agreement will be made on a non-judicial stamp paper of Rs. 200/- as per the given format at the contractors cost.

25. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to NABARD in kind or cash will be viewed seriously and NABARD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary.

25. If any dispute arises on any matter concerning this Contract, the decision of NABARD shall be final and binding.

26. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of NABARD.

27. Any discrepancy in settlement bills may be brought to Bank's notice within seven (7) working days of date of crediting of the settled amount by NEFT to the contractor's a/c being maintained with NABARD. After the 7th day, no correspondence in this regard shall be entertained.

28. The contractor will clear the site by removing the debris, and balance materials from the site. The certification in this regard shall be taken from the ACT and shall be attached with the Final Bill.

Should this quotation be accepted, I hereby agree to execute the said work at the respective rates mentioned in the schedule of quantities and abide by terms and conditions contained in the above paras. The acceptance of NABARD's work order by me will be treated as Agreement for the said work.

Date :

Place:

(Sign. of Contractor)
(Seal of contractor)
mentioning address

SPECIFICATIONS

The following specifications have to be complied by the contractor/firm/agencies:

- 1.** Materials shall be of the best approved quality obtainable and they shall comply with the respective IS specifications (for those materials covered by BIS) .Samples of all materials shall be got approved before placing an order and the approved sample shall be deposited in the Bank.
- 2.** Plywood used in the work shall conform to IS 710.
- 3.** The contractor has to arrange for factory visit for Bank's Engineer to ensure the compliance of tender specifications, if required.
- 4.** All joints between plywood shall be with male and female type non-corrosive screws and approved quality synthetic resin based adhesives.
- 5.** Plywood used for the work shall be treated with approved quality anti-termite chemicals before fixing.
- 6.** Thickness of four side edge PVC lipping for shutters and drawer fascia shall be 2mm. thickness of four side edge lipping of carcass and edge lipping of plywood shelves shall be 0.8mm and thickness of four side edge lipping around the rebate of glass shutter shall be 0.6mm.
- 7.** All outer faces and inner faces of shutters/ drawers shall be laminated with factory machine pressed lamination having thickness of 1mm and 0.8mm respectively.
- 8.** All accessories such as SS baskets, telescopic slides, hinges etc shown in the sketches are only indicative and shall be got approved before used in the work.
- 9.** All Stainless Steel (SS) fittings/ accessories shall be 304 grades, approved finish and customized to the site conditions. They shall be corrosion free.
- 10.** Location of drawers/ shelf of modular units are liable to be changed from the sample according to site conditions without altering the size of the units.
- 11.** Stainless Steel(SS) Rods provided in the basket shall be of combination of 5.5mm dia and 2.8 mm dia. rods
- 12.** Load carrying capacity of Telescopic / sliding channels of basket shall be of 45 kg .
- 14.** The finishes in the kitchen shall be made good with necessary painting if damaged /discoloured/ stained during fabrication or installation of modular kitchen.
- 15.** Telescopic channel rails shall be fitted to the carcass of cabinets / to the existing vertical kadappah supporting slab by providing and fixing marine ply wood planks/ hard wood planks of required thickness to the kadappah support using non-corrosive screws. Wood used in the work shall be first quality, properly seasoned, free from rots/ white and treated with approved quality anti-termite chemicals.
- 16.** The dimensions shown in the drawings are tentative and may vary slightly at site according to site conditions. The entire joinery and fixing shall be customized to

the site requirement and carried out in a highly professional manner. Additional supports as required at site may be provided for proper fixity/ rigidly of the entire cabinet. Suitable arrangements may be made for fixing of the slides/ hinges etc. No extra payment shall be considered after award of work.

17. Gap between modular unit and existing vertical kadappah slab shall be filled with marine ply wood/ hard wood planks of required thickness and painted with synthetic enamel paint with primer and finished smoothly.

SAMPLES FOR APPROVAL

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

SAFETY CODE

The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

No portable single ladder shall be over 8 metres in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.

Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.

Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.

All workers shall be provided with helmet, Safety Shoes and Safety belts.

- I/We accept to abide by the above scope of work & technical specifications.

Date :

Signature of tenderer

Place :

Name, Address & Seal

LIST OF APPROVED MAKE 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 Bank. 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.

SI No	Material	Brand
1	MARINE PLYWOOD	CENTURY PLYWOOD, KITPLY – KIT GOLD, ANCHOR, WESTERN INDIA PLYWOODS, GREENPLY, AEON EQUIVALENT APPROVED BY NABARD
2	LAMINATE	GREENLAM, MERINO, EQUIVALENT APPROVED BY NABARD
2	SYNTHETIC RESIN	FEVICOL, ARALDATE, VAMICOL
3	304 GRADE S.S. FITTINGS/ACCESSORIES	HETTICH, EBCO, HAFELE, SLEEK, SAI ANY OTHER EQUIVALENT APPROVED BY NABARD

VIRTUAL COMPLETION CERTIFICATE

Having executed the work in terms of the contract, we hereby certify and affirm that we have virtually completed the contracted works on _____.

We hereby certify that the work has been executed wholly to our satisfaction and with materials and workmanship in accordance with the contract.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.

Signature of the Contractor :

Place :

Date :

Name :

Address :

Seal :

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made on this day of (month) between the National Bank for Agriculture and Rural Development (NABARD) and having its Head Office at C-24, G-Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 and its Karnataka Regional Office at NABARD TOWER, 46 Kempegowda Road, Bengaluru 560009 (hereinafter called “the Employer”) 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 “Supply, installation and commissioning of pre-fabricated (factory made) Modular Kitchen Units and other accessories in 8 Flats in NABARD Residential Quarters in Block MF 27 and MF28 at Nandini Layout, Bengaluru” 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.

This Agreement and documents mentioned herein shall form the basis of this contract.

4. This contract is an item rate contract for carrying out the work of "Tender for Supply, installation and commissioning of pre-fabricated (factory made) Modular Kitchen Units and other accessories in 8 Flats in NABARD Residential Quarters in Block MF 27 and MF28 at Nandini Layout, Bengaluru" 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.

5. 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.

6. 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.

7. 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.

8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work within 2 weeks starting from the 2nd day of the date of issue of work order, subject nevertheless to the provision for extension of time as permissible by the Employer.

9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Bengaluru and only the sole Arbitrator as appointed by both the parties upon mutual consent in Mumbai shall have the jurisdiction to determine the same.

10. 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 D

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 NABARD TOWER, 46 Kempegowda Road, Bengaluru 560009 and M/s having their registered office at, on this day of 2022.

Whereas NABARD have appointed M/s as the Contractor for their proposed work relating to "Tender for Supply, installation and commissioning of pre-fabricated (factory made) Modular Kitchen Units and other accessories in 8 Flats in NABARD Residential Quarters in Block MF 27 and MF28 at Nandini Layout, Bengaluru".

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).

IN THE PRESENCE OF WITNESSES :

Signature

1. Name & Signature :

2. Name & Signature:

INTEGRITY PACT
(To be submitted in Rs.200 Stamp Paper)

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

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

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.

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.

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

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)

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:

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.

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 cartelization in the bidding process.

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.

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.

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.

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.

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

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.

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

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.

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

In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

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

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

Shri Pramod Kumar Sangewar, IRSS (Retd.)

H. No. 12-5-65/1, Flat No. 109,

Sri Harsha Sethuram Unique

Vijayapuri Colony, South Lalaguda,

Secunderabad, Telengana – 560 017

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.

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.

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.

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.

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.

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.

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.

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

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

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

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

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.

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

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)
(Office seal)

(For & on behalf of the bidder/Contractor)
(Office Seal)

Place

Date _

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)