



**NABARD Uttar Pradesh Regional Office**  
**11, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh-226010**  
**Email: [dpsp.lucknow@nabard.org](mailto:dpsp.lucknow@nabard.org)**

National Bank for Agriculture and Rural Development (NABARD) invites **E- Tender** for **appointing a property consultant for the sale of Bank's properties in C and D Block, Indira Nagar, Lucknow (UP). Firms/ Consultants may log on to the website of NABARD i.e. [www.nabard.org](http://www.nabard.org)** or to the Central Public Procurement Portal i.e. <https://eprocure.gov.in> to download the Tender Document for submitting the same duly filled by **14 November 2022 by 15:00hrs.**

Date of issue of tender document	21.10.2022 at 15:00hrs
Date and time of pre bid meeting	07.11.2022 at 15:00hrs
Due date and time for submission of tender documents	14.11.2022 at 15:00hrs
Date and time of opening Technical Bids	14.11.2022 at 15:00hrs
Date and time of opening Financial Bids	Will be informed separately

**(Sign and seal of tenderer)**

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**(Sign and seal of tenderer)**

**NOTICE INVITING E- TENDER from the Firms/ Consultants for undertaking Consultancy services towards sale of 74 residential staff quarters located at C and D Block, Indira Nagar, Lucknow (UP)**

1. NABARD invites E- tenders from **Firms/ Consultants** of repute & experience to undertake **Consultancy services towards sale of 74 residential staff quarters located at C and D Block, Indira Nagar, Lucknow (UP)**.
2. Interested **Firms/ Consultants** may download the tender document from any one of these following options - NABARD's website [www.nabard.org](http://www.nabard.org) or Central Public Procurement Portal <https://eprocure.gov.in>
3. 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. Their contact details are mentioned as under:

**Email-id and contact numbers for Support for Support: [nabardsupport@ciindia.com](mailto:nabardsupport@ciindia.com)**

Sl.No	Name	Email Id	Contact Number
1	Fairlin Jivin	fairlin.jivin@ciindia.com	0124-4302000 ext 112
2	Sachin Toraskar	sachin.toraskar@ciindia.com	0124-4302000 ext 200
3	Ujwala Shimpi	ujwala.shimpi@ciindia.com	0124-4302000 ext 114

4. 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/>).
5. Further, it may be noted that those Vendor / Service Providers / firms, whose technical bid will be found suitable, as per our prequalification criteria, which are given in Annexure I will only be identified for further tendering process.
6. The Pre-qualification criteria, format of "Technical Bid", Scope of Work, Terms and Conditions, Pre-Contract Integrity Pact and format of "Price Bid" and are enclosed with this tender document.
7. Bids, if not submitted in Bank's approved bid format shall be treated as invalid and are liable for rejection.
8. NABARD reserves the right to accept or reject any or all offers without assigning any reasons whatsoever and its decision shall be final and binding to all.

<b>Address for Communication</b>	The Chief General Manager National Bank for Agriculture and Rural Development (NABARD) Uttar Pradesh Regional Office, 11, Vipin Khand, Gomti Nagar, Lucknow-226010
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Sd/-  
(Akhilesh Srivastava)  
Dy. General Manager

**वेंडरों/सेवा प्रदाताओं से ई- निविदा आमंत्रण सूचना सी और डी ब्लॉक, इंदिरा नगर, लखनऊ (यूपी) में स्थित 74 आवासीय स्टाफ क्वार्टरों की बिक्री के लिए परामर्श सेवाएं के लिए फर्मों / सलाहकारों से ई-निविदा आमंत्रित करने की सूचना**

1. नाबार्ड सी और डी ब्लॉक, इंदिरा नगर, लखनऊ आवासीय स्टाफ क्वार्टरों की बिक्री के लिए परामर्श सेवाएं 74 में स्थित (यूपी) .निविदाएं आमंत्रित करता है-परामर्शदाताओं से ई/शुरू करने के लिए प्रतिष्ठित और अनुभव के फर्मों
2. इच्छुक वेंडर /सेवा प्रदाता निविदा दस्तावेज को निम्नलिखित में से किसी भी विकल्प से डाउनलोड कर सकते हैं - नाबार्ड का वेबसाइट [www.nabard.org](http://www.nabard.org) /केंद्रीय सार्वजनिक अधिप्राप्ति पोर्टल <https://eprocure.gov.in>
3. निविदाकारों को सूचित किया जाता है कि वे लिंक पर उल्लिखित प्रणालियों और प्रक्रियाओं से संबंधित अनुदेशों और ई-बोलियां प्रस्तुत करने हेतु दिए गए चरणबद्ध विवरणों (वेंडर गाइड)का ध्यान पूर्वक पालन करते हुए ई-निविदा (ई-बोली) केवल नाबार्ड के ई- अधिप्राप्ति पोर्टल (<https://nabard.eproc.in/>) के जरिए ही प्रस्तुत करें। निविदाकार अपने निविदा दस्तावेज ऑनलाइन बिड फॉर्म में उनके लिए बनाए गए निर्धारित फोल्डर में सीधा अपने पीसी से अपलोड कर सकते हैं। नाबार्ड ई-अधिप्राप्ति पोर्टल पर होम पेज में उपलब्ध बोली पुस्तिका (वेंडर गाइड) में दिए गए हेल्प गाइड में विभिन्न निविदा दस्तावेजों को अपलोड करने से संबंधित अध्याय का अवलोकन करें। ई- बोलियों की प्रस्तुति के समय आवश्यक मार्गदर्शन व सहायता प्रदान करने के निमित्त नाबार्ड ने M/s C1 India Pvt. Ltd. को फैसिलिटेटिंग एजेंसी के रूप में नियुक्त किया है. इस एजेंसी ने बोली लगाने वालों की सुविधा हेतु अलग से हेल्प डेस्क/ सपोर्ट टीम बनाई है। उनसे संपर्क करने हेतु विवरण नीचे दिए गए हैं:

**सहायता हेतु संपर्क सूत्र: ईमेल: [nabardsupport@c1india.com](mailto:nabardsupport@c1india.com)**

क्र.सं	नाम	ईमेल	दूरभाष
1	फेयरलिन जीविन	<a href="mailto:fairlin.jivin@c1india.com">fairlin.jivin@c1india.com</a>	0124-4302000 ext 112
2	सचिन तोरसकर	<a href="mailto:sachin.toraskar@c1india.com">sachin.toraskar@c1india.com</a>	0124-4302000 ext 200
3	उज्वला शिम्पी	<a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a>	0124-4302000 ext 114

4. कृपया ध्यान दे की इलेक्ट्रॉनिक माध्यम से ई- टेंडर जमा करने के इच्छुक बोलीदाताओं के पास नाबार्ड के ई- प्रॉक्यूरमेंट पोर्टल (<https://nabard.eproc.in>) पर लॉगिन करने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC) होना चाहिए।
5. भारत सरकार द्वारा जारी एमएसई अधिप्राप्ति नीति में यथापरिभाषित एमएसई या केंद्रीय अधिप्राप्ति संगठनों के साथ पंजीकृत बोलीकर्ताओं या स्वयं नाबार्ड के पैनल में सम्मिलित बोलीकर्ताओं को EMD जमा करने से छूट दी जाती है। इस संबंध में आवश्यक पंजीकरण प्रमाण पत्र की प्रति तकनीकी बोली के साथ संलग्न की जानी चाहिए।
6. अर्हता-पूर्व मानदंड, तकनीकी बोली का फॉर्मेट, काम का दायरा, नियम व शर्तें, संविदा पूर्व इंटीग्रिटी पैकट और मूल्य बोली का फॉर्मेट इस निविदा दस्तावेज के साथ संलग्न है।
7. ई- निविदाएँ यदि बैंक के अनुमोदित निविदा फॉर्मेट में नहीं दी गई तो उन्हें अमान्य माना जाएगा और निरस्त कर दिया जाएगा।
8. किसी भी या सभी बोलियों को बिना कोई कारण बताए स्वीकृत/अस्वीकृत करने के लिए नाबार्ड के पास अधिकार सुरक्षित रहेगा और नाबार्ड का निर्णय अंतिम तथा सर्वमान्य होगा।

संपर्क के लिए पता	मुख्य महाप्रबंधक राष्ट्रीय कृषि और ग्रामीण विकास बैंक, उत्तर प्रदेश क्षेत्रीय कार्यालय, 11, विपिन खंड, गोमती नगर, लखनऊ-226010
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हस्ता./-

(अखिलेश श्रीवास्तव)

उप महाप्रबंधक

## **2. Form of Tender**

Date:

To,

The Chief General Manager  
National Bank for Agriculture and Rural Development (NABARD)  
Uttar Pradesh Regional Office  
11, Vipin Khand, Gomti Nagar,  
Lucknow, Uttar Pradesh -226010

Dear Sir,

### **Tender for appointing a property consultant for the sale of Bank's properties in C and D Block, Indira Nagar, Lucknow (UP)**

- 1) I/We have read and understood the instructions and the terms and conditions contained in the tender. I/We do hereby declare that the information furnished by us in the bids are correct to the best of my/our knowledge and belief.
- 2) Having examined the Technical bid and Price Bid relating to the service specified in the tender hereinafter set out, having visited and examined the site of the properties specified in the said tender and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to render the service specified in the said tender within the time specified, at the rates mentioned in the Price Bid and in accordance in all respects with the tender and with services as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.
- 3) We understand that the time for completion shown elsewhere in this tender document shall be reckoned from the date of issue of the Letter of Award.
- 4) Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions or the said Conditions of Contract annexed hereto 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 Conditions.
- 5) Decision of the Bank in regard to selection of the consultants shall be final. The Bank is not bound to assign any reasons therefore.

All the above conditions are acceptable to me/ us.

Yours faithfully,

**Signature of applicant with seal**

### **3. Nature of legal entity**

<b>Sno.</b>	<b>Description</b>	<b>Response</b>
1	Whether proprietorship, Partnership, Pvt Ltd, Public Ltd, others (please specify) – Document proof may be submitted	
2	Name of person authorised to sign and submit this tender	
3	Designation of authorised person	
4	Full postal address for communication/ correspondence	
5	Telephone number of authorised person	
6	Email address for communication	
7	PAN (Enclose copy of PAN card)	
8	GSTN (Enclose copy of GST number)	
9	Bank account details for return of EMD and payments  (enclose cancelled cheque)	



## **5. General and special conditions of the contract**

### **5.1. Scope of work**

1. Physical survey and preparation of to scale layout plans of the surplus properties for use in auction documents.
2. Obtaining the circle rates for the surplus properties.
3. Obtaining non-encumbrance certificate for the surplus properties.
4. Obtaining clearance from designated authorities if so mentioned in the property documents and / or obtaining shortfall documents required to complete the sale process.
5. Engaging the services of a registered property valuer for estimating current market value of the surplus property and suggesting reserve price.
6. Suggesting the realisable value, drawing conceptual plan and roadmap, giving suitable options after considering development control regulations and other inputs for increasing the realisable value of surplus properties.
7. Preparation of auction/ sale documents.
8. Assist in sale/ auction of property and other related activities as decided by the Bank from time to time.

### **5.2. Release of payment**

<b>Sno.</b>	<b>Description of stage</b>	<b>% of quoted charges payable, less already paid</b>
1	After acceptance by the Bank of physical survey report and layout plans for the surplus properties	15%
2	After acceptance by the Bank of non-encumbrance certificates, circle rates and clearances from identified authorities for the surplus properties.	30%
3	After acceptance of the Bank of the estimated market value, reserve price and resalable value with concept plan and roadmap for the sale of surplus properties	50%
4	After acceptance by the Bank of auction/ sale documents ad completion of auction process	70%
5	After completion of sale process and execution of property transfer documents	100%

Note:

1. Bills should be submitted for payment only after receipt of communication from Bank about acceptance of the stage wise items.
2. Payments will normally be released within 30 days of receipt of bill.
3. Any required payments made to statutory authorities in the course of execution of this contract will be reimbursed by the Bank on production of bills/ receipts in the name of the Bank.
4. All payments will be made in electronic mode only as per the Bank details provided
5. All reports/ drawings etc must be necessarily submitted hard bound (in addition to soft form) with covering letter and all pages signed and stamped.



### 5.3. Time schedule for completion

Sno	Stage of work	Time for completion
1	Submission of survey report and layout plans	20 days from issue of Letter of award
2	Submission of non-encumbrance certificates, circle rate and clearances from authorities	30 days from communicating the acceptance of previous stage of work by the Bank
3	Submission of the estimated market value, reserve price and realisable market value with concept plan and road map	20 days from communicating acceptance of previous stage of work by the Bank.
4	Submission of auction / sale documents	20 days from communicating acceptance of previous stage of work by the Bank.
5	Completion of sale process and transfer of property documents	20 days from communicating acceptance of successful bidders by the Bank.

### 5.4. Liquidated damages for delay

Liquidated damages for delay attributable to the consultant will be levied at 0.25% per week or part thereof subject to a maximum of 10% of the charges payable to the consultant.

### 5.5. Extension of time

If the consultants desire any extension of time for rendering the service on grounds of there having been unavoidable hindrances in execution or force majeure or any other ground, they shall apply in writing immediately after the occurrence of the hindrances. Such application shall contain complete details of hindrances, which hindered the consultants in the rendering of the service. If in the opinion of Bank, works be delayed by force majeure such as (a) war / hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the rendering of service or by any other reasons. If any such extension of time is granted by the Bank, the extension of time will be given without prejudice to Bank's right to recover liquidated damages or compensation under the relevant contract clause and no extra claim will be paid by the Bank whatsoever.

### 5.6. Description of identified surplus properties

Sno	Type Apartment/ plot	Area in sqft	Full address of property

### 5.7. List of property documents available with the Bank

Sno	Type of document	Remarks

### 5.8. Earnest Money deposit

EMD of ₹ 1,20,000.00 (Rupees One lakh twenty thousand only) by way of Electronic Fund Transfer to the account as per the following details

<b>Name of Account</b>	<b>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</b>
<b>Name of the Bank</b>	<b>NABARD</b>
<b>Branch Name</b>	<b>Head Office, Mumbai</b>
<b>Account No (VAN) :</b>	<b>NABADMN18</b>
<b>IFSC Code:</b>	<b>NBRD0000002</b>

Proof of remitting EMD including UTR number and date is to be enclosed with the techno-commercial bid.

Tenders received without EMD will be summarily rejected and no communication shall be entertained.

The EMD of unsuccessful bidders will be returned without interest, whereas the EMD of the successful bidder will be retained.

The EMD of the successful bidder will be forfeited if the bidder backs out of the tender or breaches the terms or fails to render the service as mentioned in the tender document.

The EMD will be returned without interest after rendering the complete service along with the payment of the final bill.

### 5.9. Arbitration

If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder, except in respect of matters for which it is provided hereunder that the decision of the Employer or its Chief Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days notice in writing to the other (herein after referred to as the "Notice for Conciliation / Arbitration") clearly setting out the items of dispute to a Conciliator or the Sole Arbitrator who shall be appointed as herein after provided for the purpose of appointing the Conciliator or the Sole Arbitrator who shall be appointing the Conciliator or the Sole Arbitrator referred above, the Employer shall send to the contractors, within thirty days of the Notice of Conciliation / Arbitration, a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the contractors. The Contractor shall, on receipt of the names as aforesaid, select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator,

as the case may be, and communicate his name to the Employer within fifteen days of receipt of the names. The Employer shall thereupon without any delay, appoint the said person as the Conciliator or Sole Arbitrator.

If the Employer fails to send to the Contractors, the panel or three names as aforesaid within the period specified, the contractor shall send to the Employer, a panel of three names of persons who shall be unconnected with either party. The Employer shall, on receipt of the names as aforesaid, select any one of the person's name and appoint him as the Conciliator or Sole Arbitrator. If the Employer fails to select the person and appoint him as the Conciliator or Sole Arbitrator within thirty days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Conciliator or Sole Arbitrator and communicate his name to the Employer.

If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed as aforesaid.

The Conciliation / Arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator (s) the award of the Arbitrator (s) shall be final and binding on the parties. It is hereby agreed that in all disputes referred to Arbitration, the Arbitrator shall give a separate Award in respect of each dispute or difference in accordance with the terms of the reference and the Award shall be a reasoned Award.

The fees, if any, of the Conciliator or the Arbitrator shall, initially are paid in equal proportion by each of the parties. The cost of the Conciliation / Arbitration including the fees, if any, of the Conciliator or the Arbitrator, shall be directed to be finally borne by such party or parties to the dispute, in such matter or proportion as may be directed by the Conciliator or the Arbitrator, as the case may be in the Award.

The employer and the contractor also hereby agree that the Arbitration under this Clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to Arbitration.

#### **5.10. Mode of bid submission**

The bids have to be submitted online on the C1 India portal

The bidding will be in two parts. Part-1 being the techno-commercial bid, which will be opened first and evaluated. Part – 2 will be the price bid.

#### **5.11. Bid validity period**

The submitted bid will remain valid for a period of 90 days from due date of opening of the tender. If any clarifications or corrigendum is required to be issued, it will be done so after the pre-bid meeting on the C1 India portal, Bank's website and CPP portal.

#### **5.12 Termination**

**By the Employer:** The Employer may terminate this Contract, by not less than thirty (30) days or sixty (60) written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Employer may have subsequently approved in writing;

- b) within thirty (30) days, if the Consultant become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within thirty (30) days, if the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer;
- f) within thirty (30) days, if the Consultant, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;
- g) if the Employer, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days“ decides to terminate this Contract.

**By the Consultant:** The Consultant may terminate this Contract, by not less than thirty (30) day's written notice to the Employer, such notice to be given after the occurrence of the events specified in this clause:

- a) if the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue ; or
- b) if, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the rights of indemnity of the Employer and (iii) any right which a Party may have under the Applicable Law.

**Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall handover all project documents under procedure described in this contract.

**Payment upon termination:** Upon termination of this Contract, the Employer will make the following payments to the Consultant:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated pursuant to Clause a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Employer may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the Employer. Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant

will be required to pay any such liquidated damages to Employer within 30 days of termination date.

Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **6. Articles of agreement**

(To be executed on a non-judicial stamp paper of Rs. 200/- by Successful Tenderer only within 7 days of issue of letter of award, has to execute an agreement with the Bank on stamp paper in the following format. The cost of stamp paper will be borne by the consultant/ Tenderer.)

This Agreement (“Agreement”) is entered into on this ..... day of .....2022 between:

NABARD for Agriculture & Rural Development, a Body Corporate established under the Act of Parliament i.e., National Bank For Agriculture And Rural Development Act, 1981 HAVING its Head Office at C-24, G - Block, Bandra Kurla Complex, Bandra (East) Mumbai- 400051 and Regional office at 11, Vipin Khand, Gomti Nagar, Uttar Pradesh, represented herein by its Authorised Signatory, Shri/Smt....., Deputy General Manager, Department of Premises, Security and Procurement, NABARD UPRO Lucknow (hereinafter referred to as "NABARD"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part.

### **AND**

M/s....., having its registered office at ....., represented herein by its Authorised Signatory Shri/Smt. ...., Designation..... (hereinafter referred to as "Service Provider"), which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the other part.

WHEREAS the Employer is desirous of appointing a property consultant for the sale of Bank’s properties in C and D Block, Indira Nagar, Lucknow (UP).

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the Price Bid and Techno-Commercial bid (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:-

In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, render the service as shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.

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.

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 agreements 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.

This contract is a consultancy contract to be paid for according to services rendered, at the rate contained in the price bid or as provided in the said conditions.

The Tenderer shall afford every reasonable facility for rendering the services in the right earnest.

The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of works or having portions of the same carried out without prejudice to this contract.

Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to commence the immediately of issue of the letter of award as provided for in the said conditions and to complete the entire work within the time period prescribed below reckoned from the date of receipt of such work order subject nevertheless to the provision for extension of time.

All payments by the Employer under this contract will be made only at Lucknow, Uttar Pradesh.

This Agreement shall be governed by and construed in accordance with the laws of India. Any and all disputes arising out of or in connection with this Agreement shall be settled by the courts in Lucknow, India.

That the tenderer has visited the site and fully understood the existing conditions of site for rendering the service.

That the several parts of this contract have been read by the tenderer and fully understood by the tenderer.

List of documents attached hereto (contract documents);

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

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. (If the Tenderer is a company).

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 Tenderer by the hand of  
Shri

(Name & Designation)

Witness #1

Signature:



## **7. Pre-contract Integrity Pact**

*(To be submitted on Rs.200 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder. The bidders have to submit this document on stamp paper, signed and stamped along with the Part1 – Techno commercial bid, failing which, their bids will be rejected)*

Between

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT (NABARD), Uttar Pradesh Regional Office hereinafter referred to as “The Principal”**

And

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

### **Preamble**

The Principal intends to award, under laid down organizational procedures contract/s for the sale of Bank’s properties in C and D Block, Indira Nagar, Lucknow (UP).

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).

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: -

- 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.
- d. 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)**

The Bidder(s) commit themselves to take all measures necessary to prevent (s) corruption. The Bidder commit themselves to observe the following principles during participation in the tender process and during the contract execution:

- a. The Bidder(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) 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.

c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(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) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(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) 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) 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), 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) from the tender process.

### **Section 4 – Compensation for Damages**

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**

(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 Bidder(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are 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.

### **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.

**2. The Independent External Monitor appointed for NABARD is : Dr. Sanjay Kumar Panda, IAS (Retd.), 515, Ward no.3, Sideshwar Sahi, Cuttack City, Cuttack district, Odisha – 753008.**

3. 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 as confidential. He / she reports to the Chairman, NABARD.

4. The Bidder(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 Subcontractors.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It shall remain in force from the date of issue of work order till completion of Defect Liability Period. 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. 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  
Bidder)**

**(Office Seal)**

**(For & on behalf of the**

**(Office Seal)**

**Place**

**Date:**

**Witness 1: (Name and Address)**

## **Part 2: Price Bid**

### **Tender for appointing a property consultant for the sale of Banks properties in C and D Block, Indira Nagar, Lucknow (UP)**

<b>Description</b>	<b>In figures (%)</b>	<b>In words (percentage)</b>
Consultancy charges to be quoted in percentage of actual sale value, as per the scope of work and other terms and conditions of tender document	.....% of actual sale value.	.....percentage of actual sale value.

#### **Note:**

- a) The quoted rate shall be workable and inclusive of all material and labour cost as well as profit, overheads/Income Tax as applicable, but exclusive of GST.
- b) The contractor should have valid GST registration. While raising RA/final bills, the contractor should write their GSTIN number in the Tax Invoice and should also clearly indicate applicable SGST/CGST amounts payable. Any changes in GST rate prevailing shall be applicable on the quoted rates.
- c) The tenderers should visit site and assess site conditions and scope of work before quoting the rates.
- d) GST as applicable at the time of payment will be paid over the above quoted charges.
- e) The L-1 agency will be decided on the basis of total amount quoted for the work in the Price Bid.
- f) Incomplete tenders will be rejected.

#### **DECLARATION BY THE CONTRACTOR**

We / I have read and understood all the instructions / conditions made above and we / 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 with regard to Financial Bid quoted above.

**Place:**

**(Signature of the Tenderer)**

**Date:**

**Name and Seal:**