

National Bank for Agriculture and Rural Development (NABARD)
Plot No.C-24, G Block, Bandra Kurla Complex
Bandra East, Mumbai 400 051
Phone: 022-26539358
E-mail: ccd@nabard.org

Notice for Empanelment of Creative Agencies

Ref. No. NB / CCD / 106 / CCD – 60 / 2020-21 21 January 2022

National Bank for Agriculture and Rural Development (NABARD), Head Office, Mumbai intends to prepare a panel of reputed creative agencies having specialization in conceptualizing, designing, copyediting, printing and supply of variety of publications as per Annexure-I.

The panel will remain in force for a period of two years. The agencies, who are empaneled with Govt. /Semi-Govt. /Undertakings/Financial Institutions, with a minimum of 03 years' relevant experience (as on 31 March 2021) may apply in the prescribed form for the purpose. The agencies should meet the following minimum eligibility criteria.

EXPERIENCE:

Experience of having successfully completed similar works as per Annexure I during last three years ending on 31 December 2021.

ANNUAL FINANCIAL TURNOVER:

Average annual financial turnover during the last 03 years ending 31 March 2021 shall be at least Rs 5.00 crore and positive net worth in each of the last three financial years ending 31 March 2021.

APPLICATION TIME SCHEDULE:

Date of advertisement in newspapers	22 January 2022
Date availability of Notice document on NABARD website and CPPP portal	22 January 2022
Last date for receipt of applications	14 February 2022

The application for empanelment should be made in the prescribed format which, along with the other relevant details, including terms and conditions of empanelment, can be downloaded from the Bank's website <https://www.nabard.org> and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in>

The applications, duly filled in the prescribed format and complete in all respects, may be submitted in a sealed cover clearly superscribing it as "Application for Empanelment of Creative Agencies" to the Chief General Manager, Corporate Communications Department, NABARD, Head Office, Ground Floor – 'B' Wing, Plot No.C-24, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai-400 051. The last date for submission of application is 14 February 2022 up to 3.00 p.m.

NABARD encourages electronic mode of payment to Agencies. For this purpose, please furnish the information in **Annexure-VII**.

The Bank reserves the right to reject any or all the applications without assigning any reasons thereof.

The entire application form and each part of the proforma shall be signed by a person on behalf of the agency, who is authorized to do so.

If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed stating therein the proforma's relevant part number and serial number. Satisfactory completion certificates for works done for different organisations should be furnished along with the application.

Clarification, if any, may be obtained from Manager/ General Manager, Corporate Communications Department, NABARD, Head Office, Mumbai, Phone Nos. 022-26539282, 022-26539358 on any working day between 10.00 AM (IST) and 05.00 PM (IST) or through e-mail at ccd@nabard.org.

H R Srivatsa
Chief General Manager
Corporate Communications Department

ENCLOSURES

Annexure-I - Indicative List of Creative Works

Annexure-II - General Conditions for Empanelment

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Annexure-V- Technical and Skilled Personnel

Annexure-VI - Letter to be submitted on Agency's Letterhead

Annexure-VII - Details of Bank Account

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Annexure- IX - Pre-contract Integrity Pact

CHECKLIST FOR SUBMISSION OF APPLICATION FOR EMPANELMENT *

Sl. No.	Particulars	Submitted (Yes/ No)
1	The application duly filled submitted in a sealed envelope	
2	The application submitted on applicant's letterhead as per Annexure-VI	
3	Application superscribed as "Empanelment of Creative Agencies" on the cover and addressed to The Chief General Manager Corporate Communications Department NABARD, Head Office 2nd Floor Plot No.c-24, G Block, Bandra Kurla Complex, Bandra East, Mumbai -400 051	
4	Submitted copies of registration of the agency under Company/Society Reg. Act. Or / and with Central/State Govt./PSUs/Banks/Local Govt. Body etc.	
5	Submitted copies of Work Orders, Completion / Performance Certificates in support of experience.	
6	Submitted copies of Balance Sheet and Profit & Loss statement for the past three years, duly certified by a practicing Chartered Accountant, in support of Average Annual Turnover	
7	Copy of Permanent Account Number (PAN) of the proprietor/Partnership firm/Private Limited/Limited or Co-operative Body attached.	
8	Copy of details of Registrations, with (i) GST registration No. from Tax Authority (ii) Sales Tax Authority (TIN) (iii) Registration with ESIC (iv) Registration with EPFO enclosed	
9	Information duly furnished in Annexure- IV, V & VI along with supporting documents.	
10	Bank details furnished in Annexure-VII	
11	Copy of cancelled cheque bearing IFS Code	
12	Self-certified undertakings against point no. 11 & 12 of Annexure II (General Conditions for Empanelment)	

*Checklist is indicative only. Applicant is requested to go through the notice and application format carefully before submission and submit all information/ documents required.

ANNEXURE – I
Indicative list of creative works

- Editing, designing, printing and supply of NABARD's in-house magazine NABARD Parivar and other magazines, coffee table books, annual report, etc.
- Conceptualizing and designing advertisement creatives, posters, hoardings on different themes as per NABARD's briefing
- Any other creative work of similar nature assigned by NABARD

Note: All the works may be undertaken in English, Hindi, bilingual and/or regional languages as per the requirement of NABARD.

ANNEXURE-II
General Conditions for Empanelment

- 1) Empanelment will be for a period of two years, i.e., 2022-23 and 2023-24 subject to annual review for satisfactory service. If the service provided by the agency is found to be unsatisfactory or if at any time it is found that information provided for empanelment or for any quotation is false, the Bank reserves the right to delist such agency from the empaneled list, without assigning any reasons.
- 2) The agency must have a dedicated office in Mumbai with relevant expertise, in-house creative personnel, required infrastructure including adequate technical set-up so that work may be attended to, on time.
- 3) The agency must have sufficient number of experienced personnel, technical knowhow and other resources, to complete the awarded work well in time and as per specifications.
- 4) The agency must have experience of having successfully completed similar works in the last 3 years (as on 31 December 2021). At least one work should have been done for Govt., Autonomous bodies / PSBs or Financial Institutions or any other reputed govt. organization.
- 5) The agency may submit performance certificates from persons/entities/institutions for whom the work has been done.
- 6) The Bank reserves the right to inspect the facilities of the agency to verify the genuineness and to ensure conformity with the details given in the application.
- 7) Agency will be responsible to ensure that the application reaches the Bank on or before due date and in time. Application received after due date and time or which is incomplete in any respect is liable to be rejected.
- 8) NABARD shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. In case, the agency does not agree for such alterations, NABARD will be free to award the contract to the other eligible empaneled agency.
- 9) NABARD shall have discretion to give any work to any empaneled agency selected through this notice process and the other agency will not have to claim for the work.
- 10) The empanelment of an agency shall not mean that the NABARD cannot do such work directly/through any other agency without routing through the agency empaneled through this notice process.
- 11) NABARD will have the right to drop any Agency from the empaneled list without assigning any reason whatsoever. NABARD also reserves the right to modify the Terms and Conditions for empaneled Agencies.
- 12) The empaneled agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NABARD's interest. Agency will maintain confidentiality on matters disclosed until proper instruction is issued in this

regard. NABARD reserves the right to impose penalty in case of any violation of the above.

- 13) The agency will not be allowed to assign or sublet the empanelment or any part of it to any other vendor/agency in any form. Failure to do so shall result in the termination of empanelment.
- 14) Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the prescribed schedule or at any time repudiates the work assigned before the expiry of such periods, NABARD may, without prejudice to any other right or remedy available to recover the damages for breach of the contract.
- 15) Penalty Clause: In case of delay in execution of work beyond 24 hours from the schedule time given, NABARD shall have discretion to impose penalty on the agency to pay 2% of cost of the work per day, which may include cancellation of the order and termination of the empanelment. If the allotted work is misprinted or published differently from the approved one, the agency will correct it/if required to publish corrigendum etc. at their own cost at the earliest (within a week).
- 16) In case of any disputes on execution of the work during the period of contract, the decision of the Chief General Manager, CCD, NABARD shall be binding and final. Any legal disputes shall be subject to Mumbai jurisdiction.
- 17) It may be noted that this exercise is to empanel the agencies for conceptualizing, designing, copyediting, printing and supply of variety of publications including magazines, journals and coffee table books, annual report, posters, advertisement creatives, event collaterals and other publicity material. Whenever the need arises, the empaneled agencies will be invited for quoting the rates. The empanelment shall not be construed as guarantee for award of work.
- 18) The agency should not have been blacklisted in the last one year (effective from issuing date of this Notice) by any Central/State Government/Public Sector Undertaking.
- 19) The agency should not have defaulted in paying dues to media houses, banks and tax authorities.
- 20) The agency shall bear all the costs associated with the preparation and submission of application and the costs, if any, for subsequent selection process. NABARD will in no case be responsible or liable for these costs regardless of the conduct or outcome of the empanelment process.
- 21) Amendments to this Notice document may be issued by NABARD at any time, prior to the deadline for submission. Such amendments will be available on NABARD's website in the form of Addenda/Corrigenda. The amendments, if any, shall be deemed to form an integral part of this Notice document from the date of issue and shall be binding on the agencies.
- 22) NABARD will examine the applications to determine whether the documents submitted are complete, whether required information has been provided as underlined in this Notice, whether the documents have been properly signed and

whether response to this Notice is generally in order. Only those agencies, which comply with the general conditions, will be taken up for evaluation.

- 23) NABARD may call for further clarifications, additional particulars required, if any, on the application submitted. The agency has to submit the clarifications/additional particular in writing within the deadline to be specified by NABARD.
- 24) In the first stage, the applications will be evaluated based on the eligibility criteria, work experience and other information furnished in the application. Applicants whose applications satisfy the requirements detailed in this Notice document shall be shortlisted for a presentation to be made before an Evaluation Committee of NABARD. Applications that do not meet the requirements as detailed in this Notice shall be rejected summarily and will not be considered for further evaluation. The committee will make the final selection of a particular number of agencies. The decision of the Evaluation Committee shall be final.
- 25) All prospective applicants must sign a Pre-contract Integrity Pact as per Annexure IX. Applications submitted without Pre-contract Integrity Pact will be summarily rejected.

ANNEXURE III
Basic Information

1	Name of the Agency													
2	Type of Agency (Sole Proprietorship, Partnership, Private Ltd., Limited or Co-operative Body etc.)													
3	Name of the Proprietor / Partners or Directors in the Agency													
4	Details of Registration (Firm, Company etc.), Registering Authority, Date, Number etc.													
5	Experience in Years in undertaking Works as per Annexure I													
6	Permanent Account Number (PAN) of the Proprietor / Partnership firm / Private Limited / Limited or Co-operative Body - (Copy of PAN to be attached)													
7	Details of Registration, if any with – Tax Authority – (GST) (Enclose copies of relevant documents)													
8	Annual turnover during the last three years													
9	(Balance sheet & P&L A/c to be submitted, <i>Rs in Lakh</i>) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Financial Year</th> <th style="width: 30%;">Turnover</th> <th style="width: 30%;">Net worth</th> </tr> </thead> <tbody> <tr> <td>2018-19</td> <td></td> <td></td> </tr> <tr> <td>2019-20</td> <td></td> <td></td> </tr> <tr> <td>2020-21</td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year	Turnover	Net worth	2018-19			2019-20			2020-21			
Financial Year	Turnover	Net worth												
2018-19														
2019-20														
2020-21														
10	Registered Office Address, Mobile Number, e-mail ID, FAX, Telephone Nos. and website address (if any)													
11	Office Address through which the work will be handled and the name of the Officer-in-Charge/Top Executive													
12	Whether working with any of the Govt. / Semi Govt., Undertakings / PSU / Financial Institutions as approved vendors and if so, furnish details thereof.													
13	Whether any technical personnel are employed in the Organization and if so, give details of their qualification, experience, etc.													
14	Indicate if involved in any litigation at present in similar type of contracts.													
15	Indicate if any civil suit has arisen in the contracts of work executed, if any, and give brief details.													
16	Number of supplementary sheets attached (any other information)													

Place:
Date:

(Signature and Full Name of the authorized person
with official seal on behalf of the Agency)

ANNEXURE IV
Past Experience

List of FIVE similar important works (as per Annexure I) executed by the Organization during last 03 years:

Name of work	Name and address of the owner (Govt./ Semi-Govt./Banks/PSU)	Nature and type of work (in brief)	Location/ Address	Name & full address/contact number of the officer under whom the work was carried out	Amount of work in INR

*Please provide proof of work (hard copy of the publication, link to access the work if available online, etc.)

* Number of supplementary sheet attached (any other information)

Date:
Place:

(Signature and Full Name of the authorized person
with official seal on behalf of the Agency)

ANNEXURE – V

Technical and Skilled Personnel

1. Name and details of technical and skilled personnel employed by you.

Name	Qualification	Experience	Name of the work handled	No. of years employed in the organization	Value of work handled

2. Indicate other points, if any, to show technical and managerial competency or to indicate other important points in favour of the organization.

3. Number of supplementary sheets attached (any other information).

Date:

Place:

(Signature and Full Name of the authorized person
with official seal on behalf of the Agency)

ANNEXURE – VI
(To be submitted on agency's letterhead)

Ref. No.

Date :

Chief General Manager
Corporate Communications Department
NABARD, Head Office
C-24, G- Block
Bandra Kurla Complex
Bandra East
Mumbai 400051

Madam/Dear Sir

Empanelment of Creative Agencies

Please refer to your advertisement in the Newspaper/NABARD Website/CPPP Portal on _____ (date) for the empanelment of creative agencies. I am/We are pleased to offer myself/ourselves to be empaneled under Creative Agencies category in your organization.

- All the desired information, documents and certificates as required by you, are enclosed herewith in the prescribed pro-forma for your perusal.
- I/We have read the instructions appended to the pro-forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and the NABARD on the basis of the information given by me/us will be treated as invalid.
- I/We agree that decision of the NABARD, HO, Mumbai in selection of the agencies will be final and bindings on me/us.
- All the information furnished in the annexures are correct to the best of my/our knowledge.

Thanking you

Yours faithfully,

Date:

Place:

(Signature and Full Name of the authorized person
with official seal on behalf of the Agency)

ANNEXURE-VII
Details of Bank Account

1	Name of the Agency	
2	Category (Individual / Partnership / Proprietor / Company etc.)	
3	Name of the Account Holder	
4	Registered Address of the Agency	
5	Name of the Bank Branch and Address	
6	Bank's Code and Branch's Code	
7	IFS Code of the Bank's Branch	
8	Type of Account (Current / Savings / Cash Credit)	
9	Account Number	
10	PAN Number	
11	Tax Registration Number (GST No.)	
12	Other details if any	

Place:

Date:

(Signature and Full Name of the authorized person
with Official Seal On behalf of the Agency)

**Annexure VIII
Cover Page**

National Bank for Agriculture and Rural Development (NABARD)
“Head Office”, Plot No.C-24, G Block, Bandra Kurla Complex
Bandra East, Mumbai 400 051
Phone: 022-26539358
E-mail: ccd@nabard.org

Notice for Empanelment of Creative Agencies

Name of the Applicant:

Address:

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**To
The Chief General Manager
Corporate Communications Department
NABARD, Head Office
2nd Floor
Plot No.c-24, G Block,
Bandra Kurla Complex,
Bandra East, Mumbai -400 051**

This document consists of pages including current page

ANNEXURE-IX

Pre Contract Integrity Pact (to be signed on stamp paper value of Rs 100/-)

Between

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

And hereinafter referred to as “The Bidder”

Preamble

The Buyer intends to award, under laid down organizational procedures, contract/s for The Buyer 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 Buyer 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 Buyer

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

a. No employee of the Buyer, 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 Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer 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 Buyer will exclude from the process all known prejudiced persons.

(2) If the Buyer 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 Buyer 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 Buyer'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 Buyer 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 Buyers, 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 Buyer is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages

(1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer 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 Buyer Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

(3) The Buyer 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 Buyer 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 Buyer has substantive suspicion in this regard, the Buyer will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Buyer 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-500 017, Telangana State.	OR	Dr. Sanjay Kumar Panda, IAS (Retd) 515, Ward No.3 Sideshwar Sahi Cuttack City, Cuttack district Odisha 753 008
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(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 Buyer 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 Buyer 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 Buyer 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 Buyer 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 Buyer 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 Buyer, 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.

BUYER

Name of the Officer

Designation

Organisation

BIDDER

Chief Executive Officer

NABARD

Witness

1. _____

2. _____

Witness

1. _____

2. _____