



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

**Notice Inviting Tenders
For
Hiring of Cars at Karnataka Regional Office, 46 K.G. Road, Bengaluru 560009
1.4.2022 to 31.3.2023**

The Tender Document can be downloaded from NABARD's website
<http://www.nabard.org> and CPP Portal

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1. SCHEDULE OF EVENTS

Bid Document Availability	Bidding document can be downloaded from www.nabard.org and CPP Portal
	From: 24 February 2022
	To : 17 March 2022
Pre-Bid meeting	16:00 hrs. on 28 February 2022
Last date of submission of Tender	Up to 1500 hrs. on 17 March 2022
Opening of Technical Bids	1600 hrs. on 17 March 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 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

PART – 1

TECHNICAL BID

INSTRUCTIONS TO THE BIDDER

1. All technical bid papers annexed along with the Price Bid document should be **serially numbered on the top right hand corner** of every page.
2. All pages of the Technical/Financial bid document should be duly signed and stamped by the authorized signatory of the applicant. The Technical/Financial bid document should be **submitted in original**. Technical/Financial bid document not submitted in original will be rejected.
3. The applicant should submit all requisite documents in support of information furnished in the **Technical/Financial Bid** document.
4. **Pre-contract Integrity Pact as in Annexure may be filled and submitted along with technical bid in Rs.200/- stamp paper, failing which the tender will not be considered.**
5. Tenders should be submitted super-scribed with the name of the work, date and time of opening on the envelope. They will be received upto 15:00 hrs on 17 March 2022 and will be opened on the same day at 16:00 hrs in the presence of the bidders who choose to be present.
6. RO Karnataka does not bind itself to accept the lowest or any TENDER and reserves the right of accepting the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rates determined.
7. Technical bid and the Financial bid should be enclosed in separate sealed envelopes, super-scribing Technical bid and Financial bid respectively thereon.
8. A copy of tender details can be obtained from our websites www.nabard.org and CPP Portal.
9. Financial bid shall be opened only in respect of those tenderers who have complied with the requirements as laid down in PQ criteria.
10. **Envelope-1** containing Technical/ PQ bid should be sealed and superscribed as "*Technical/PQ bid for hiring of car*". **Envelope-2** should contain sealed financial bids in the prescribed format and super scribed as "*Financial bid for hiring of car*".
11. Both the envelopes i.e. **Envelope-1 and Envelope-2 will be sealed in a single cover**, super scribed "*Techno-Financial Bids for hiring of car*" and must be addressed and submitted to:

THE CHIEF GENERAL MANAGER,
NABARD, NABARD TOWERS, 46 KG ROAD
BANGALORE -560009.

12. The Technical Bid (Envelope 1), will be opened at 15:00 hrs on 17 March 2022 in the presence of the representatives of the parties, if any. At the first instance, Envelope 1 will be opened and parties complying with the eligibility criteria will be short-listed. Thereafter, Envelope 2 in respect of the short-listed parties will be opened on the same date at or on a later date which shall be intimated to the eligible shortlisted bidders.
13. **RO Karnataka, Bangalore will empanel the L1 vendor. However, Regional Office reserves the right to empanel more than one vendor at L1 rates. In such case, after empanelment, the L1 vendor will be given preference to**

supply vehicles. Also, Regional Office reserves the right to empanel different vendors for each category of vehicles (as required in financial bid) subject to they being L1 in that category. Regional Office also reserves the right to accept or reject part or full tender at its sole discretion without assigning any reasons thereof.

14. Financial Bid of only those bidders who qualify in the Technical Bid (Envelope1) will be opened. Those bidders who conform to Para 13 above will be empanelled by RO Karnataka, Bangalore to supply vehicles.
15. Tendering firm/bidder should necessarily have their own office/sub office at Bengaluru.
16. Tendering firm should have an account in a scheduled commercial bank.

Last date for submission of the quotations is 17 March 2022 by 15:00 hrs.

Hiring of Cars by RO Karnataka, Contract period up to 31 March 2023

Pre-Qualification Criteria

1. National Bank for Agriculture and Rural Development (NABARD), Regional Office, Karnataka Bangalore invites quotations for hiring of cars at Bangalore from car rental agencies having adequate capacity to cater to bank's requirement and satisfying the following criteria:-
 - i. Should have minimum of **20 owned / legally attached** cars of which 05 cars should preferably be Honda City/Innova Crysta/Etios/Amaze etc.
 - ii. Should have provided similar service to public sector banks/public sector undertaking/state/central government departments during the preceding 3 years or should be rendering such service currently.
 - iii. Should have a minimum average annual turnover for each of last three years of **₹6.00 (six) lakhs**.
 - iv. Balance Sheet and P& L Account for the last 3 years is required to be submitted.
2. Quotations may be submitted in 2 envelopes. Envelope I should contain Technical bid, having the basic data for pre-qualification as above and General Terms & Conditions, accompanied by copies of the following documents:
 - a. Copies of the RC books regarding proof of ownership of minimum 20 cars owned by proprietor or legally attached to firm/agency/company.
 - b. Copies of the current contract/ agreement /work order from Public Sector Banks/Public Sector Undertaking/State/Central Government Departments entered into during preceding 3 years.
 - c. IT Returns for the preceding 3 years.
 - d. The General Terms and Conditions as mentioned in tender document.

General Terms and Condition - Hiring of Cars

1. You will provide cars as per the process explained earlier. These rates will be valid from 01 April 2022 to 31 March 2023.
2. The cars provided by you will be maintained neat and tidy and will have proper upholstery. The cars will be provided with **mineral water bottles** (of reputed brands like Bisleri, Aquafina, or Kinley), **newspaper** (English) and **hand towels / boxes of paper napkins**.
3. The cars will have all necessary documents like copies of RC book, insurance, Pollution Control Certificate, necessary permit, etc.
4. The drivers will be well turned out and in possession of valid driving license and mobile telephone.
5. Booking of cars will be done by authorized officials.
6. The duty-slip will be signed out by the officials using cars and closing kms & time must be indicated and the bills will not be settled unless the signed duty slip are attached with it.
7. All the incidental charges like parking charges, toll charges, etc., will be borne by you and included in the relevant bills.
8. In case of outstation tours, drivers should carry sufficient cash/fuel card etc., and on no account the officials using the cars be made to pay for any amount towards fuel charges/toll charges. Also the fuel tank should be filled up before reporting for duty. On no account should the vehicle be stopped during visits at petrol pumps to fill up.
9. The drivers will carry proper placards (made of fiber or sturdy material) indicating clearly the name of the officials and organization etc., when they proceed to the airport / railway station for receiving the officials.
10. Drivers will always be available with the cars and would not proceed for lunch etc., without obtaining permission of the concerned officials.
11. On receiving the booking you will immediately contact the user through SMS indicating that their booking is with you. Also, one SMS and phone call confirming the vehicle and driver details etc. will be made on the day of travel at least 08 hours prior to the scheduled time. Any other better method will be welcome for consideration.
12. The bills will be raised on fortnightly basis and would be settled normally within a reasonable period. Adequate care must be taken that bills from the period for which the bills have already been cleared are not raised again. Such bills will be rejected unless valid reason is provided. All payments will be made through e-payment mode only after due statutory deductions.
13. A Penalty of ₹100/- per trip per vehicle will be deducted for non-adherence to point 2 or 3 or 9 above.
14. For deficiency in services and serious inconvenience caused to the Bank and its officials or to those for whom Bank directs to provide services, penalty not exceeding 10% of the estimated bill for the relevant instance will be imposed. However, the Bank will impose the penalty after giving due notice. In case of dispute, the verdict of Chief General Manager will be final and binding. It will be the sole responsibility of the contractor to provide taxis / vehicles as and when requisitioned by the Bank during night / early morning without prejudice. Any delay will attract penalty as deemed fit by the Bank.

15. The contractor will also have to make alternate arrangements in case of breakdown of his vehicle(s). In case of failure, the contractor will be responsible to compensate all expenses incurred by the bank in this regard and the same will be deducted from the bill of the contractor. Decision of the Bank in this regard will be final and binding on the operator. Such compensation may be in addition to any penalty imposed under Para 15 above. Penalty and compensation, if any, will be deducted from the pending bill of the contractor.
16. **Empanelment will not be a guarantee for getting orders for supply of vehicles from the bank. Even after empanelment banks reserves the right to order for supply of vehicles based on performance only.**
17. The contractor shall provide vehicle /taxi on written or verbal instructions over phone within the time specified therein. The contractor shall also be required to provide vehicle/ taxi at short notice from the Bank (say within an hour in case of emergency). **In case the contractor fails to provide taxi on bank request, either verbal over phone or written, the bank shall be free to remove the contractor from the panel of transport providers.**
18. The contractor shall arrange to obtain police verification certificate regarding the antecedents of the persons engaged by them at their own cost.
19. The successful tenderer shall execute an agreement with the Bank on Non-Judicial stamp paper within one month from the date of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be considered as binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract. ***The tender will be valid for 1 year and may be further renewed for upto 2 years after expiry of its term, subject to due performance appraisal of the contractor, on terms and conditions as mutually decided.*** The stamp duty for the above agreement shall be borne and paid by the contractor / tenderer.
20. The rates offered by the tenderers and accepted by the Bank will remain valid for the full contract period. These may be reviewed at the time of renewal of the contract in view of major changes that may occur in labour laws or Govt. decision affecting fuel pricing etc. This will be done only with the prior permission of the Chief General Manager of RO Karnataka.
21. The contractor shall ensure that the cars provided should not be more than 03 (three) years old and should be complying to the relevant emission norms under Euro/Bharat stage. The contractor should convey without fail the car details i.e. car make & colour, car registration No., driver's name and his mobile number to officials of Car Desk at RO Karnataka and to the user of the car through telephone and through SMS.
22. You will ensure that the vehicles reach at the correct time, correct place and all the drivers and other staff are polite and prompt in their behavior/dealing.
23. You will ensure and comply with all the regulations of the RTO and other safety and security regulations that are in vogue and you will be responsible for any deviation / non adherence to the rules / regulations in place.
24. In case the contractor is not able to provide the category of car for which booking has been made by the Bank, he has to provide higher category of vehicle. However, payment will be made for the category of vehicle booked by the Bank.
25. Indemnification: The contractor shall indemnify the Bank for any loss or

damage caused by the driver/s deployed by the contractor that occurs to persons or building or third party during the period of contract. In absence of the above, the Bank reserves the right to recover the cost of loss or damage suffered by the Bank from the pending bill of the contractor.

26. Both parties shall have a right to terminate the contract with prior notice of three months.

Annexure I**BASIC INFORMATION OF THE CONTRACTOR**

1	Name and Registered address	
2	List of vehicles owned or legally attached with the agency	Details to be furnished in the prescribed proforma (Statement I)
3	Whether Registered (If yes, please enclose copies of relevant supporting documents)	
4	Experience (give number of years)	_____Years
5	Important taxi supply contracts during last 05 years by the firm together with approximate cost of the individual contract. The full postal address of the clients for whom the works have been executed shall also be given.	Details to be furnished in the prescribed proforma (Statement II)
6	Important taxi supply contracts in which the firm is engaged at present and their estimated cost. The full address of the clients shall be indicated against each project.	Details to be furnished in the prescribed proforma (Statement III)
7	Organizational set up of the firm including names, qualifications and experience of partners / Associates and staff	Attach a separate sheet
8	Name and address of the Banker/s of the firm	
9	Turnover of the firm during last 03 years (Year-wise)	2018-19 : _____ lakh 2019-20 : _____ lakh 2020-21 : _____ lakh

Note: Please enclose copies of relevant supporting documents, wherever necessary.

Signature of the applicant with full address and Office Seal.

Bank Account particulars of the tenderer

1	Name of Firm	
2	Address of firm	
3	Name of Bank Branch and Address	
4	Bank Code & Branch Code	
5	IFS Code of Bank Branch	
6	Type of Account	(Saving / Current / Cash Credit)
7	Account Number	
8	PAN of firm	
9	GST Registration No.	

CHECK-LIST FOR TECHNICAL BID (ANNEXURE-II)

Sl No	Title	Particulars along with documentary support (To be submitted by the bidder)
1	Registration Certificate of Company	
2	PAN card issued by the Income Tax Department with a copy of Income Tax Return of the last financial year	
3	Copies of the RC books regarding proof of ownership of minimum 20 cars owned by proprietor or legally attached to the firm.	
4	Copies of the current contract/agreement/work order from Public Sector Banks/Public Sector Undertaking/State/Central Government Departments entered into during preceding 03 years	
5	Copy of General Terms and Conditions duly agreed upon and countersigned by the bidder	
6	A copy of Company profile	
7	Integrity Pact in 200 Rs. Stamp paper as per the format given in tender document	

STATEMENT -
I

List of vehicles owned or legally attached with the agency

Sr. No.	Vehicle Make	Registration Number	Taxi Permit Number	Year of Manufacture	Remarks
1	2	3	4	5	6
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					

Mention other points, if any, to show technical and managerial competency to indicate any important point in your favour.

Signature of the applicant

STATEMENT - II

List of Important taxi supply contracts executed by the agency during the last five years.

Sr. No.	Name of the taxi supply contracts	Nature of work involved in contract	Name of the owner, also indicate whether Govt./ Semi-Govt./ Govt. of India Undertaking or Pvt. Body with full Address	Taxi supply contracts cost in lakhs of Rupees	Any Other relevant information
1	2	3	4	5	6

Signature of the applicant

STATEMENT - III

List of Important taxi supply contracts ON HAND being executed by the agency.

Sr. No.	Name of the taxi supply contracts	Nature of work involved in contract	Name of the owner, also indicate whether Govt./ Semi- Govt./ Govt. of India Undertaking or Pvt. Body with full Address	Taxi supply contracts cost in lakhs of Rupees	Any Other relevant information
1	2	3	4	5	6

Signature of the Applicant

FORM OF TENDER

**Hiring of Cars at Karnataka Regional Office, 46 K.G. Road, Bengaluru 560009
1.4.2022 to 31.3.2023**

Place _____

Date: _____

The Chief General Manager

National Bank for Agriculture and Rural Development

NABARD TOWER

46 K G Road

BENGALURU - 560009

Dear Sir.

Should this tender be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of the Contract Agreement annexed thereto.

Our Bankers are : (i.)

(ii.)

3. Address of the firm :

4. Tel. No :

5. Fax :

6. Mobile No(s) :

i) _____

ii) _____

iii) _____

7. Name of the person(s) authorised to sign the contract

i) _____

ii) _____

iii) _____

8. Name of the partner(s) of the firm authorised to sign the contract

- i) _____
- ii) _____
- iii) _____

9. The names of the Partners/Chief General Managers of our firm are

- i) _____
- ii) _____
- iii) _____

10. I / We have examined and understood fully the Scope of Works, Specifications and Schedule of Quantities and Terms and Conditions relating to the Tender for the said works after having obtained the tender invited by you.

11. I / We have visited the site, examined the site of works specified in the Tender Document and obtained the requisite information relating thereto as affecting the Tender.

12. I / We hereby offer to execute and complete the works in strict accordance with the Tender Document at the rates quoted by me / us in the attached Bill of Quantities in all respects as per the Specifications and Scope of Works described in the Tender Document and the Annexures containing Terms and Conditions.

13. I / We agree to pay all Government (Central and/or State) Taxes such as GST, GST-TDS, etc. as applicable and other taxes prevailing from time to time.

14. The rates quoted by me / us are firm and shall not be subjected to variations on account of fluctuations in the market rates, taxes or any other reasons whatsoever during currency of the contract period.

- i) _____
- ii) _____
- iii) _____

Name of the partner of the firm authorised to sign tender / (Specimen Signatures) agreement

OR

Names of person having Power of Attorney to sign the (Specimen Signatures) contract. (Certified true copy of the Power of Attorney should be attached)

DATE :

Yours faithfully

PLACE :

(SIGNATURE OF THE TENDERER)

NAME AND ADDRESS OF THE TENDERER AND SEAL

Documentary proof in respect of Letter of Authority / Power of Attorney enclosed along with the Tender.

STATEMENT V (To be submitted in Rs.200 stamp paper)

INTEGRITY PACT

Between

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

And

..... herein after referred to as "**The Bidder/Contractor**"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for..... The principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness

/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- (3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

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

The Independent External Monitor appointed for NABARD is

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.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.

- (6) 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.
- (7) 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.
- (8) The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 - Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its annexure, if any, the Clause in the Integrity Pact will prevail.

1. (For & On behalf of the principal)
(Office Seal)

(For & on behalf of the bidder/Contractor)

Place _____

Date _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____
