NOTICE INVITING TENDER

M/s.

Dear Sir

Tender for Annual Maintenance Contract for Housekeeping works at 3 premises of NABARD, Chennai – 2020-2022

National Bank for Agriculture and Rural Development (NABARD) invites sealed offers/ tenders in two parts from all eligible bidders for Housekeeping at 3 premises of NABARD at Chennai as per the terms and conditions contained in the Request For Proposal (RFP)/ Tender. The Bidding Document may be obtained from NABARD’s office located at No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34 on a non-refundable payment of Rs.500 by way of demand draft in favour of NABARD payable at Chennai or downloaded from https://www.nabard.org/free of cost. The other details are given below:

| Date of commencement of issue of Tender | 20/02/2020 |
| Cost of RFP document (non-refundable) | Rs.500/- (Document is available for download from https://www.nabard.org/free of cost) |
| Earnest Money Deposit (Bid Security) | Rs.18000/- |
| Last date for receipt of RFP queries | 14:30 hrs on 11/03/2020 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34 |
| Last date and time for receipt of Bids | 14:30 hrs on 11/03/2020 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34 |
| Date and time of opening of technical bid | 15:30 hrs on 12/03/2020 at NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34 |
| Opening of Price BID | The Price BID will be opened on a date and time, that will be pre informed to the selected contractor/s/ vendors/ agencies after scrutiny of the technical bid. |

National Bank for Agriculture and Rural Development

National Bank for Agriculture and Rural Development

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

Tamil Nadu Regional Office

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

www.nabard.org Taking Rural India >> Forward
| Place of receiving and opening of tenders | NABARD Office, No. 48, Uthamar Gandhi Road, Nungambakkam, Chennai-34  
Tele: 044-2830 4435  
Email: chennai@nabard.org |
|------------------------------------------|------------------------------------------------------------------|
| No.of envelopes (non-window, sealed) to be submitted | Two (2) Envelopes  
a) Sealed envelope 1- Pre Contract Integrity Pact.(page 17-24)  
b) Sealed envelope 2- containing technical bid+ EMD DD/BG+ cost of RFP document( EMD and cost of RFP to be enclosed in separate cover and pinned to cover-1 ) (page 01 to 14)  
c) Sealed envelope 3 containing Price bid page 15 & 16 ( The date of opening of the price bid will be indicated after the scrutiny of the technical bid)  
Both the envelopes to be placed in one common outer sealed envelope |

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

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

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

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

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

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

Yours faithfully,

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

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

2. The envelope containing the Tender document complete in all respects, duly signed by the tenderer and sealed as necessary, should be dropped in the Tender Box kept in the Ground floor **before 15.30 hours on 12/03/2020.**

3. The Contractor selected for award of the Annual Maintenance Contract will have to remit an amount of Rs.18,000/- (Rupees Eighteen Thousand only) as Security Deposit to NABARD. This amount shall be retained by NABARD as Retention Money Deposit (RMD) till expiry of the Contract and will not carry any interest.

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

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

6. Scope of work are as indicated in the II

7. Terms & Conditions are indicated in III.

8. General Specification as indicated in IV

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

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

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

   (c) Validity of offer should be 90 days from the last date for receipt of quotation.

10. The rates may be quoted in the Price BID Annexure I & II, The Price BID will be opened on a date that will be informed to the selected contractors/vendors/agencies after scrutiny of the technical bid.
11. The address of the premises where the AMC is to be carried out are

<table>
<thead>
<tr>
<th>SI No</th>
<th>Details</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Officers’ Quarters –I</td>
<td>NABARD Officer Quarters, No 8 Cenotaph Road, Teynampet</td>
</tr>
<tr>
<td>2</td>
<td>Officers’ Quarters –II</td>
<td>NABARD Officers Quarters, No 73, Bazullah Road, T Nagar</td>
</tr>
<tr>
<td>3</td>
<td>Staff Quarters</td>
<td>NABARD Staff Quarters, No 70 South Boag Road</td>
</tr>
</tbody>
</table>

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

(1) Clearing and cleaning of litter bins and segregating dry and wet waste – daily basis
(2) Sweeping of all staircases including the fire exit on daily basis.
(3) Mopping/wet-cleaning/scrubbing of the staircase on - weekly basis.
(4) Cleaning of roof terrace and terrace once a fortnight
(5) Sweeping of open area surrounding the in the respective staff quarters- daily basis.
(6) Clearing of garbage accumulated on daily basis.
(7) Removal of cobwebs (outside/inside) monthly.
(8) Sweeping and washing the two wheeler parking space, staircase etc - once a month
(9) Any other related works, as and when instructed.
(10) Bi- Monthly cleaning of vacant flats
(11) Monthly cleaning of motor rooms

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

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

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

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

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

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

6) Supervisor should be appointed to ensure effective and proper work.

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

8) In case of absentees of the labour, substitutes labour may be provided to carry out the work.

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

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

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

12) **Payments**

    - The payment for deployment of manpower for up-keeping of the premise will be made on monthly basis and on submission of the bills for the same. The bill shall be certified by the Asstt Caretaker/ Caretaker and Protocol and Security Officer of our NABARD.

    - Bill shall be submitted by the Contractor in the first week of every month for the work carried out during the previous month. **The bills should be mandatorily accompanied with the documents indicating payment of wages to the manpower employed, ESI & PF.**

    - The payment will be settled proportionately by calculating the number of days of absence.
13) The Contract shall be valid for a period of two years i.e. from 01.04.2020 to 31.03.2022. However, NABARD reserves the right to terminate the services of the agency by giving one month notice if the services are found to be unsatisfactory.

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

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

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

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

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

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

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

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

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

23) Attendance Record: Attendance of workers as indicated in the scope shall be maintained in the premises and the same shall be verified before settlement of bills. In case of absence, proportionate value of contract pertaining to the days of absence shall be deducted from the monthly payment.

24) The contractor will attend to the regular complaints of the occupants and the work executed shall be to the satisfaction of the occupants and NABARD.

25) If the services is not attended on the same day/next day a pro-rata recovery will be effected. In addition to that any expenditure incurred by NABARD for rectifying such defects will also be recovered from the contract amount.
26) NABARD reserves the right to recover from the bill of the contractor security deposit for any default / improper maintenance work in time which will be carried out through other agency at the cost and risk, if considered so by NABARD, which shall be binding upon the Contractor at all time.

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

Signature of the authorized signatory of the contractor / Tenderer
IV General specification

1) The agency has to employ a minimum of 7 Nos unskilled manpower on daily basis in each of the three quarters and additional labor may be deployed based on the requirement at no extra cost.

2) The duty hours will be from 8:00am to 04:00 pm. The break-up of the timing in each quarters is as below

<table>
<thead>
<tr>
<th>Location</th>
<th>Total flats in the premises</th>
<th>Timing per Day</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>NABARD Officers Quarters -Cenotaph Road – Minimum 2Nos manpower</td>
<td>32 Nos</td>
<td>Monday – Sunday 08:00 to 04:00</td>
<td>Daily Basis</td>
</tr>
<tr>
<td>NABARD Officers Quarters -Bazullah Road - Minimum 3Nos manpower</td>
<td>61Nos</td>
<td>Monday – Sunday 08:00 to 04:00</td>
<td>Daily Basis</td>
</tr>
<tr>
<td>NABARD Staff Quarters – South Boag Road- Minimum 2Nos manpower</td>
<td>57Nos</td>
<td>Monday – Sunday 08:00 to 04:00</td>
<td>Daily Basis</td>
</tr>
</tbody>
</table>

3) The rate is to be quoted minimum 7Nos unskilled labor considering the numbers indicated for each of the aforesaid quarters for providing regular maintenance works.

4) In case of emergency requirement contractor has to make the manpower available immediately and the cost for the same will be settle by deriving the per manpower rate from the quoted rate as per the nature of work that is to be executed and after analyzing the number of manpower utilized.

5) The labors should be available as and when required by NABARD

6) The labors shall make all efforts to try to keep the premises in top standards.

7) The contractor shall ensure that only branded materials is used for maintenance work. In case of replacement the purchase of the material supplied by NABARD or present in the quarters, the same can be done by the contractor shall be done, only after taking approval from NABARD.

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

10) This contract is for the works to be carried out at our quarters premises from inside and outside for all floors / height. NABARD reserves the right to increase/ decrease in manpower supply from the agency. The cost of scaffolding or any other necessary equipment’s for completing the work will be allowed based on the nature of work.

11) The aforesaid timing is tentative however, the labour has to attend the work at different sites as per the instructions of NABARD as and when required.

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

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

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

Rates shall have to be quoted in both words and figures

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

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

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

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

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

OR

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

NOW THEREFORE THIS AGREEMENT AGREE THAT

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

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

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

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

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

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

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

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

As witness our hands are affixed this   day of 2020.

Signed and sealed by the said Employer in the presence of

..............................
Witness No. 1 ......
Witness No. 2 ......
Signed and Sealed by the said
..............................
Contractor in the presence of
Witness No. 1 ..........
Witness No. 2 .....
ANNEXURE C

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

KNOW all men by these presents that I, Shri............................................ of M/s ....................................................... ......................................do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Registered Office at C-24, G Block, Bandra-Kurla Complex, Bandra (E) Mumbai-400051 and Regional Office at No. 48, Nungambakkam High Road, Chennai – 600034 and M/s........................................................................................having their office at ............................................................... on this ............. day of........................ 2020.

WHEREAS NABARD have appointed M/s................................................as the Contractor for their proposed work relating to " Quotations for Annual Maintenance Contract for Housekeeping services at 3 premises of NABARD Chennai – 2020-2022”

THIS DEED WITNESSETH AS FOLLOWS:

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

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us,
2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. any claim by an employee of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.
4. Any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s ........................................... has set his/their hands on this .............day of ............. 2020.

SIGNED AND DELIVERED BY THE AFORESAID M/s

IN THE PRESENCE OF WITNESS :

(1) .............................................
(2) .............................................

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

**Annexure I**

**Quotations for Annual Maintenance Contract for Housekeeping services at 3 premises of NABARD Chennai – 2020-2022**

<table>
<thead>
<tr>
<th>Description of work</th>
<th>Location</th>
<th>Manpower Required</th>
<th>Unit Rate (per Month)</th>
<th>Total Amount Per month AXB</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Annual Maintenance Contract for House Keeping in Three Quarters</strong></td>
<td>NABARD Officers Quarters - Cenotaph Road (2Nos)</td>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NABARD Officers Quarters - Bazullah Road (3Nos)</td>
<td></td>
<td>7 Nos</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NABARD Staff Quarters – South Boag Road (2Nos)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Total Amount in Figures:

Total Amount in Words:

**Place:**

**Date:**

**Name, address**

Signature of the authorized signatory of the contractor / Tenderer
## ANNEXURE II

**Detailed Calculation (For 01 person for 08 hours of shift per day for one month)**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Details</th>
<th>Unskilled worker</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Total Wages for a month inclusive of special allowance.</td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>ESI (.........% of (i))</td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>PF (.........% of (i))</td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Others</td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td><strong>Subtotal (A)</strong></td>
<td></td>
</tr>
<tr>
<td>vi.</td>
<td>Service charges/Contractor’s profit and other overheads (.........% of (vii))</td>
<td></td>
</tr>
<tr>
<td>vii.</td>
<td><strong>Subtotal (B)</strong></td>
<td></td>
</tr>
<tr>
<td>viii.</td>
<td><strong>GRAND TOTAL (A+B)</strong></td>
<td></td>
</tr>
</tbody>
</table>

Place:  
Date:  
Name, address and seal of the contractor

**Declaration:**  
The above charges shall conform to Minimum Wages Act, 1948 for 8 hours duty in a day and six days in a week. The rates will be revised as per minimum wages prescribed by the Labour Commissioner under Minimum Wages Act, 1948 from time to time, on the basis of the details provided in Annexure-1

Signature of the authorized signatory of the contractor / Tenderer
Annexure A
PRE CONTRACT INTEGRITY PACT

General
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri ________________ (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ________________ represented by Shri ________________, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a body corporate established under NABARD Act, 1981 having its Head Office at Plot No.C-24, Block ‘G’, Bandra-Kurla Complex, Bandra (East), Mumbai.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit of any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.1 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.2 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry in being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during an pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material
or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principles or associates. BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.4 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly is a relative of any of the officers of the BUYER, or alternatively if any relative of an officer of the BUYER has financial interest/stake in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1986.

3.11 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _______________ (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

i. Bank Draft or a Pay Order in favour of _______________

ii. A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Any other mode or through any other instrument (to be specified in the RFP). The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2%, higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with another contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further
extended at the discretion of the BUYERTo recover all sums paid in violation of
this Pact by BIDDER(s) to any middleman or agent or broker with a view to
securing the contract.

viii. In cases where irrevocable Letters of Credit have been received in respect of any
contract signed by the BUYER with the BIDDER, the same shall not be opened.

ix. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the
same without assigning any reason for imposing sanction for violation of this
Pact

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para
6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed
by it or acting on its behalf (whether with or without the knowledge of the BIDDER),
of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention
of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of the
Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.
However, the BIDDER can approach the Independent Monitor(s) appointed for the
purposes of this Pact.

7. **Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/s not supplying similar
product/systems or sub systems at a price lower than that offered in the present bid in
respect of any other Ministry/Department of the Government of India or PSU and it it
is found at any stage that similar product/systems or sub systems was supplied by the
BIDDER to any other Ministry/Department of the Government of India or a PSU at a
lower price, then that very price, with due allowance for elapsed time, will be
applicable to the present case and the difference in the cost would be refunded by the
BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors)
for this Pact in consultation with the Central Vigilance Commission (Name: Shri
Pramod Kumar Sangewar, IRSS (Retd.) Address: H. No. 12-5-65/1, Flat No. log Sri
Harsha Sethuram Unique Vijayapuri Colony, South Lalaguda Secunderabad 500017
Telangana State)

8.1 The task of the Monitors shall be to review independently and objectively,
whether and to what extent the parties comply with the obligations under this Pact.

8.2 The Monitors shall not be subject to instructions by the representatives of the
parties and perform their functions neutrally and independently.
8.3 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.4 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.5 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.6 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in
caseBIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.1 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at____________________ on

BUYER

Name of the Officer
Designation

BIDDER

Chief Executive Officer

NABARD

Witness

1.____________________

____________________

2.____________________

Witness

1.____________________

____________________

2.____________________

*Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Independent Monitors

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

Signature of the authorized signatory of the contractor / Tenderer