TENDER
for

Engagement of Real Estate Property Consultant

Earnest Money Deposit: Rs.25000/- (Rupees Twenty Five Thousand only)

बयाना राशि जमा: ₹25000/- (रुपये पच्चीस हजार मात्र)
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**PART II - FINANCIAL BID**
# TENDER PROCESS SCHEDULE

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<th>e-Tender No.</th>
<th>NABARD/PB.RO/DPSP/02/2022-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mode of Tender</td>
<td>e-tendering system (Online Part I-Technical Bid and Part II-Financial Bid)</td>
</tr>
<tr>
<td>Date &amp; Time of NIT available to parties on NABARD Website/CPPP Portal.</td>
<td>14.30 Hrs on 29 June 2022</td>
</tr>
<tr>
<td>View Tender Date &amp; Time on C1 India Pvt. Ltd. web portal for downloading.</td>
<td>10:00 Hrs on 30 June 2022</td>
</tr>
<tr>
<td>Date &amp; Time of starting of e-Tender opening for submission of on line Technical bid and Financial bid at <a href="https://nabard.eproc.in/ProductNABARD/publicDash/">https://nabard.eproc.in/ProductNABARD/publicDash/</a> of C1 India Pvt. Ltd.</td>
<td>14.30 Hrs. on 30 June 2022</td>
</tr>
<tr>
<td>Date of Pre-Bid Meeting</td>
<td>08 July 2022</td>
</tr>
<tr>
<td>Date &amp; Time of closing of online e-Tenders for submission of on line Technical and Financial bid</td>
<td>14.30 Hrs. on 20 July 2022</td>
</tr>
<tr>
<td>Date &amp; time of opening of Part I (i.e. Technical bid)</td>
<td>14.30 Hrs. on 21 July 2022</td>
</tr>
<tr>
<td>Date of opening of Part II Financial bid</td>
<td>Shall be informed separately</td>
</tr>
</tbody>
</table>

**Note:** Any change in above schedule, on account of reasons, whatsoever, shall be informed to the bidders by e-mail. Tenderers are advised to periodically check their e-mails for latest updates related to this Tender.
PART I-TECHNICAL BID
Important Definitions

1. “NABARD” means National Bank for Agriculture and Rural Development.


4. “RO” means Regional Office.

5. Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”.

6. “Bid” means response to this Tender Document.

7. “Tenderer” or “Consultant” shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company’s authorized and constituted attorneys/agents and permitted assignees of such firm or company.

8. “Contract Price” shall mean the final accepted rates in the Bill of Quantities.

9. "Accepting Authority” shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.

10. “Appellant Authority” shall mean the Chief General Manager, Head Office of the Bank (the Employer), who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.

11. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by Consultant, and shall be deemed to have been received when in ordinary course of post, it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
12. “Letter of Acceptance” shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.
Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Punjab Regional Office, Chandigarh is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Punjab RO, Chandigarh to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Punjab RO, Chandigarh makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Punjab RO, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, Consultants, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, Consultants, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging Real Estate Consultant for services as mentioned in the Scope of Work.
The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.
Section 01
Notice Inviting Tender

Ref. No. NB. PB. DPSP/ 02 / Disposal of Immovable Property/ 2022-23
29 June 2022

Madam/ Sir

Notice Inviting Tender – E- Tender for Engagement of Real Estate Property Consultant

1.1 Invitation for Bids

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "The Bank") having its Punjab Regional Office at Plot No.03, Sector 34 A Chandigarh -160022.

NABARD, Punjab Regional Office, Chandigarh intends to invite Techno-Financial Bids from bidders, for engagement of experienced, well established Real Estate Property Consultant operating in Chandigarh/Mohali/Panchkula for Disposal/Sale Process of Immovable Property. **A complete set of the Tender Document can be obtained from NABARD website [www.nabard.org](http://www.nabard.org) and [https://nabard.eproc.in](https://nabard.eproc.in).**

1.2 Objectives of the Tender

The Bank has floated this Tender to invite techno-financial bids through e-tendering process for engagement of experienced, well established Real Estate Property Consultant operating in Chandigarh/Mohali/Panchkula for Disposal/Sale Process of Immovable Property at Housefed Complex Phase 10, Sector 64, Mohali (SAS NAGAR) -160047.

1.3 Tender Submission

The Bids can be submitted through e-tendering (e-bid) mode by login to e- Procurement portal of NABARD (https://nabard.eproc.in/) for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically in the e-tender document. For this purpose, tenderers will be required to register themselves on e-Procurement portal of NABARD and create user ID and Password.
For more information regarding e-bid process and procedure of submission of e-bid, bidders may follow ‘Bidding Manual’ available on e-Procurement Portal of NABARD or seek assistance of Help Desk / Support Team of M/s C1 India Pvt. Ltd., the facilitating agency, engaged by NABARD for e- procurement process (contact details are given below): -

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the person</th>
<th>Contact No.</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fairlin Jivin</td>
<td>0124-4302000 Ext 112 9773619095</td>
<td><a href="mailto:fairlin.jivin@c1india.com">fairlin.jivin@c1india.com</a></td>
</tr>
<tr>
<td>2</td>
<td>Ujwala Shimpi</td>
<td>0124-4302000 Ext 114</td>
<td><a href="mailto:ujwala.shimpi@c1india.com">ujwala.shimpi@c1india.com</a></td>
</tr>
<tr>
<td>3</td>
<td>Sachin Toraskar</td>
<td>022-6686 5608, 9833091866</td>
<td><a href="mailto:nabardsupport@c1india.com">nabardsupport@c1india.com</a></td>
</tr>
<tr>
<td>4</td>
<td>Jai Singh</td>
<td>077388,66326</td>
<td><a href="mailto:nabardsupport@c1india.com">nabardsupport@c1india.com</a></td>
</tr>
</tbody>
</table>

All the e-mails may also be cc marked to dpsp.punjab@nabard.org.

The e-tender will be available to the bidders /Consultants on e-Procurement portal of NABARD (https://nabard.eproc.in/) for download from 10:00 AM onwards from 30 June 2022 and also on NABARD’s website https://www.nabard.org/ as well as from Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).

**Earnest Money Deposit: -**

The EMD of Rs 25000/- is required to be deposited through NEFT/RTGS to the following account:

<table>
<thead>
<tr>
<th>Name of Account</th>
<th>NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bank</td>
<td>NABARD</td>
</tr>
<tr>
<td>Branch Name</td>
<td>Head Office, Mumbai</td>
</tr>
<tr>
<td>Account No (VAN):</td>
<td>NABADMIN18</td>
</tr>
<tr>
<td>IFSC Code</td>
<td>NBRD00000002</td>
</tr>
</tbody>
</table>

After depositing the EMD amount, the tenderers are advised to send an email to dpsp.punjab@nabard.org with the details of the transaction.

**Contact Persons – NABARD**

<table>
<thead>
<tr>
<th>Shri C R Thakur</th>
<th>Shri Sunil Kumar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant General Manager</td>
<td>Manager</td>
</tr>
<tr>
<td>Phone: +91-172-5046704</td>
<td>Phone: +91-172-5046746</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:dpsp.punjab@nabard.org">dpsp.punjab@nabard.org</a></td>
<td>Mobile: 08621000041</td>
</tr>
<tr>
<td></td>
<td>e-mail: <a href="mailto:sunil.kumar6@nabard.org">sunil.kumar6@nabard.org</a></td>
</tr>
</tbody>
</table>
NABARD assumes no responsibility or liability for any costs you may incur in responding to this NIT, including attending meetings, visits or negotiations.

--Sd--

Ambika Jyoti

(Deputy General Manager)

NABARD Punjab Regional Office, Chandigarh
Section 2
Introduction and Instructions

This is e-procurement event of NABARD Punjab Regional Office, Chandigarh, e-procurement service provider being C1 India Pvt. Ltd. You are requested to read and understand the Notice Inviting Tender (NIT) and subsequent Corrigendum, if any, before submitting bid online. Tenderers who do not comply with the conditions pertaining to documentary proof (wherever required) will not qualify for opening of the Financial bid.

Introduction-

1. National Bank for Agriculture and Rural Development (NABARD) [hereinafter referred to as “the Bank”] is set up as an Apex Development Bank with a mandate for facilitating credit flow for promotion and development of agriculture, small-scale industries, cottage and village industries, handicrafts and other rural crafts. It has offices across the country and employs around 3300 employees. It is wholly owned by the Government of India.

2. The Bank invites online tender for engagement of Real Estate Property Consultant for its Punjab Regional Office, Chandigarh to provide consultancy service for disposal/sale of immovable properties located at Housefed Complex, Phase X, Mohali, Punjab-160047.

3. Only well-established and reputed Real Estate Property Consultant having similar work experience are eligible for engagement.

4. All entries in the tender should be entered in online Technical & Financial formats without any ambiguity.

5. Technical bid will be opened online on specified date and time as given in the Tender. Only those bidders who qualified in Technical Bid will be invited for opening of the Financial Bid.

6. Bidders are instructed to use Submit Form link to upload documents. Multiple documents can be uploaded. Maximum size of single document for uploading is 10 MB.
Please note that if documents are not attached to the tender, the same cannot be downloaded by NABARD and it will be deemed that vendor has not submitted the documents. For further assistance, follow instructions of e-procurement service provider.

7. All notices and correspondence to the bidder(s) shall be sent by email only, till finalization of the bid. Hence, the bidders are required to ensure that email address provided by them is valid and updated with C1 India Pvt. Ltd. (i.e. service provider). Bidders are also requested to ensure validity of their Digital Signature Certificate (DSC).

8. (a) At any time prior to the deadline for submission of online tender, the Bank may for any reason whatsoever, modify the Tender. Bidders are requested to check the web site before the due date of opening to ensure that they have not missed any corrigendum uploaded against the said Tender after downloading the Tender document. **The responsibility of downloading the related corrigendum, if any, will rest with the bidder.**

(b) No separate intimation in respect of corrigendum to this Tender (if any) will be sent to tenderer(s) who have downloaded the documents from the web site. Please see website [https://nabard.eproc.in/](https://nabard.eproc.in/) of C1 India Pvt. Ltd and CPPP Portal ([https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)).

9. The Bank reserves the right to accept or reject any or all the proposals in whole or part without assigning any reasons.

10. e-tender cannot be accessed after the due date and time mentioned in Tender.

**Instructions for Bidding Process**

1) The process involves Electronic Bidding for submission of Technical bid as well as Financial bid through internet in C1 India Pvt. Ltd. website [https://nabard.eproc.in/](https://nabard.eproc.in/).

2) In all cases bidder should use their own ID and password along with Digital Signature at the time of submission of their bid.
3) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.

4) The e-tender floor shall remain open from the pre-announced date & time till as much duration as mentioned above.

5) All electronic bids submitted, using valid Digital Signing Certificate, during the tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and the acceptance of the same by NABARD Punjab RO will form a binding contract between Bank and the Bidder for execution of work. Such successful tenderer shall hereafter be called VENDOR.

6) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

7) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms and conditions for the tender.

8) The selection of real estate consultants resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

9) The online tender should be submitted strictly as per terms and conditions and procedures laid down in the website https://nabard.eproc.in/ of C1 India Pvt. Ltd.

10) The bidders must upload all the documents required as per terms of Tender. Any other document uploaded which is not required as per terms of Tender shall not be considered.

11) The bid will be evaluated based on the filled-in technical & financial formats.

12) The documents uploaded by the bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, the bid will be summarily rejected.

13) The Bank intends to select only one Real Estate Property Broker/Consultant through open tender.

14) During pre-qualification and evaluation of the e-tender, the Bank may,
at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by the Bank. The proposal may be uploaded along with the covering letter about the proposal, accompanied by the information/documents indicated in the Annexure and the declaration signed by the authorized signatory with Seal of the Company. All pages are required to be signed.

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Section 03
Terms and Conditions -General

3.1 Information Provided

The Tender Document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its directors, officers, employees, agents, representatives, Consultants, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender Document. Neither Bank nor any of its directors, officers, employees, agents, representatives, Consultants, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation.

3.2 For Respondent Only

The Tender document is intended solely for the information of the participating bidders who (“the Recipient” or “the Respondent”) are interested to participate in tendering process.

3.3 All Costs to be Borne by the Respondents

All costs and expenses (whether in terms of time or money) incurred by the Recipient /Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent. Stamp duty that may be incurred towards entering in to agreement with the successful Bidder for awarding the contract will be borne by the successful Bidder in equal proportion.

3.4 No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
3.5 Bidder’s obligation to Inform Itself

The Recipients are advised to study the Tender Document carefully. Submission of the bids will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the Tender Document with full understanding of its implications. Bids not complying with all the given clauses in this Tender Document are liable to be rejected. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in all respects may result in the rejection of the bid. The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the Tender Document and the meaning and impact of that information.

3.6 Errors and Omissions

Each bidder shall notify the Bank of any error, omission, or discrepancy, if any, found in this Tender Document.

3.7 Acceptance of Terms

The bidders will, by responding to the Bank’s Tender Document, be deemed to have accepted the terms as stated in this Tender Document.

3.8 Earnest Money Deposit and Initial Security Deposit

3.8.1 The Bidders shall deposit an amount of Rs. 25000/- towards Earnest Money Deposit by way of NEFT to the Account of NABARD as per the details given below:

<table>
<thead>
<tr>
<th>Name of the A/c Holder</th>
<th>National Bank for Agriculture and Rural Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/C No</td>
<td>NABADMNo9</td>
</tr>
<tr>
<td>IFSC</td>
<td>NBRD0000002</td>
</tr>
<tr>
<td>Bank</td>
<td>NABARD Head Office, Mumbai</td>
</tr>
<tr>
<td>Type of A/c</td>
<td>Current</td>
</tr>
</tbody>
</table>

(To be paid before submission of the Bid)

The option of submitting EMD as Bankers Cheque/Demand Draft is not available.

3.8.2 The EMD is to be paid before submission of the bid.

3.8.3 However, MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.

The EMD receipt or certificate of registration (as MSE) with Central Procurement Organizations should form part of the Technical Bid Document submitted by the
Vendor/Bidder. Failure to comply with this condition shall result in summary rejection of the Quotation/Bid.

3.8.4 The EMD shall be forfeited if:

i.) A Vendor/Bidder withdraws his offer during the period of validity of the bid.

ii.) The successful Vendor/Bidder fails to execute the work satisfactorily within the stipulated time schedule. NABARD's decision in the above cases will be final.

3.8.5 No interest shall be paid on the EMD deposited by the tenderer. EMD of the successful bidder shall be refunded after the successful completion of the work, whereas EMD of the unsuccessful bidders will be refunded upon the issuance of work order to and acceptance of the same by the successful bidder.

3.8.6 The EMD of the unsuccessful Bidder shall be returned within four weeks of the successful completion of the Bid Process.

3.8.7 The EMD of the successful Bidder shall be retained as Initial Security Deposit payable at the end of the Contract Period.

3.9 Indemnity

i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to labour act, minimum wages act, engaging the manpower laws etc.

ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, Consultants, sub Consultants etc.

iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making a decision in respect of such loss or damage.

3.10 Negligence by the Bidder

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank,
in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such time as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf.

3.11 Obligations of the Bidder

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

3.12 Termination of the Contract

The Bank reserves its right to cancel the entire contract in whole or part at any time without assigning appropriate reasons in the event of one or more of the following conditions:

i. Serious discrepancies noted in the conduct of the work.
ii. Breaches in the terms and conditions of the contract.
iii. If the bidder fails to perform any other obligation(s) under this Tender/and subsequent agreement.

3.13 Effect of Termination

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder. Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

3.14 Publicity

Any publicity by the selected bidder in which the name of the Bank is to be used should be one only with the explicit written permission of the Bank.

3.15 Inspection of Records

All bidder’s records with respect to any matter covered by this Tender Document shall be made available to the Bank or its authorized officials at any time during normal
business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

3.16 Integrity Pact

As per Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e. NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure IV. The Prospective bidders have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of the Bid. Non-submission of ‘Integrity Pact’ shall disqualify the prospective bidder at the initial stage and their Technical/Financial bids shall not be opened.

The IP also envisages appointment of Independent External Monitors (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities.

3.17 Compliance with Laws

**Compliance with all applicable laws**: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

**Compliance in obtaining approvals/permissions/licenses**: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes for providing the hired car under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all
consequences that may occur or arise for any default or failure on its part to conform
or comply with the above and all other statutory obligations arising there from and the
Bank will give notice of any such claim or demand of liability within reasonable time
to the Bidder.

3.18 Resolution of Disputes

In case of failure to resolve the disputes and differences amicably, the matter may be
referred to a single arbitrator mutually agreed upon after issue of at least 30 days’
notice in writing to the other party clearly setting out the specific disputes therein. In
the event of absence of consensus about the single arbitrator, the dispute may be
referred to joint arbitrators, one to be nominated by each party, and the said
arbitrators shall appoint a presiding arbitrator. The provisions of the Indian
Arbitration and Conciliation Act, 1996, shall govern the Arbitration. The venue of the
arbitration shall be Chandigarh under the exclusive jurisdiction of the courts at
Chandigarh. The language of arbitration shall be English. The award shall be final and
binding on both the parties. Work under the contract shall be continued by the selected
bidder during the arbitration proceedings unless otherwise directed in writing by
NABARD or unless the matter is such that the work cannot possibly be continued until
the decision of the arbitrator is obtained. Save as those which are otherwise explicitly
provided in the contract, no payment due, or payable by NABARD, to the bidder shall
be withheld on account of the on-going arbitration proceedings, if any, unless it is the
subject matter, or one of the subject matters, thereof. The cost of arbitration (except
the cost and fee of advocates) shall be borne by each party in equal proportion. The
cost of the advocates shall be borne by respective party appointing the advocates.

3.19 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that bidders /
Suppliers / Consultants observe the highest standard of ethics during the procurement
and execution of such contracts in pursuance of this policy: "Corrupt Practice" means
the offering, giving, receiving or soliciting of anything of values to influence the action
of an official in the procurement process or in contract execution and "Fraudulent
Practice" means a misrepresentation of facts in order to influence a procurement
process or the execution of contract to the detriment of the Bank and includes collusive
practice among bidders (prior to or after offer submission) designed to establish offer
prices at artificial non-competitive levels and to deprive the Bank of the benefits of free
and open competition. The Bank reserves the right to reject a proposal for award if it
determines that the bidder recommended for award has engaged in corrupt or
fraudulent practices in competing for the contract in question. The Bank reserves the
right to declare a firm ineligible, either indefinitely or for a stated period of time, to be
awarded a contract if at any time it determines that the firm has engaged in corrupt or
fraudulent practices in competing for or in executing the contract.
3.20 Violation of Terms

It is clarified that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Tender Document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

3.21 Non-disclosure of Information

The Selected Bidder shall not, without the Bank’s prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them.

3.22 No Commitment to Accept any Bid

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of Tender Document that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

3.23 Signing of the Bid

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

3.24 Exit Option

The Bank reserves the right to cancel the contract in the event of the failure of the bidder to agree on the terms of the contract within 30 days from the date of communication of award by the Bank and sharing of terms of contract by the Bank and subject to a cure period of 30 days. If the bidder does not meet these criteria, then the Bank may at its discretion declare the next best bidder as the successful bidder. The Consultant will have an option to exit from the contract if felt so, by serving a notice period of 90 days.
3.25 Force Majeure

In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives 10 days’ notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented. In case, Force Majeure continues more than 30 days, both the parties should discuss to find out mutually agreeable solution to the problem. In case, it is decided to terminate the contract, the Bank shall be required to pay the bidder only such amounts as due to it on account of completed items. The bidder shall not be liable for any loss, damage or claims under this Agreement for termination due to Force Majeure clause.

3.26 Disqualification

Bank may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent:

i. made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

ii. failed to provide related clarifications, when sought; or

iii. is declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted anytime in the past.

iv. Not deposited EMD Amount before bidding.
Section 04
Scope of work

A. **Description of Property:** - Disposal/Sale Process of our Immovable Property i.e. Two Blocks consisting of total 52 Flats (As is Where is Basis) at Housefed Complex, Phase 10, Mohali (SAS NAGAR)-160047.

B. **Work Requirement:** - We need service of reputed/experience real estate consultant, detailed scope of work as mentioned below from point no.1 to 12 and any other work assigned by NABARD during the currency of the contract.

1. **Valuation of the Property under sale/Disposal:** - The Consultant would get the property valued as per existing market rate/circle rate.

2. **Obtain Non-Encumbrance Certificate, if any:** - The Consultant would get the property Non-Encumbrance Certificate, if applicable, as per local laws/bye-laws.

3. **Obtain related clearance from Authorities:** - The Consultant would get the property sale related clearances from local authorities like Housefed Complex, Municipal Corporation, GMADA etc.

4. **Draw conceptual plan for suitable options:** - The Consultant would provide and draw conceptual plan for suitable options for the property under sale.

5. **Preparation of roadmap for sale of properties:** - The Consultant would prepare and provide roadmap for the property under sale.

6. **The Consultant shall provide site survey plans:** - The Consultant would prepare and provide site survey plans for the property under sale.

7. **Development control regulations and bye-laws and implication for sale:** - Consultant shall peruse the development control regulations and bye-laws and give his opinion on its implication for sale.

8. **Realizable value of the property:** - The Consultant shall give inputs which would enhance the realizable value of the property.

9. **Financial analysis and valuation of property:** - The Consultant shall provide brief financial analysis and valuation of property by a Registered Valuer.

10. **Workout Reserve Price for the Property:** - The Consultant shall workout and provide Reserve Price for the Property.

11. **Market survey, collect circle rate:** - The Consultant shall prepare and submit report on market survey, collect circle rate etc.

12. **Execution of sale process:** - The Consultant shall assist in execution of sale process thereof and other related activities as may be deemed necessary from time to time and as decided by the Bank.
### Section 05

**Pre-Qualification criteria**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Criteria</th>
<th>Qualification</th>
<th>Supporting Documents to be uploaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Working Experience in the field of real estate solutions like Property/Asset Management, Project Management, Transaction (Renting/outright sale of Residential &amp; commercial space), marketing, valuation &amp; advisory services.</td>
<td>Minimum experience of Five (05) years as on 31 May 2022</td>
<td>Copies of work orders.</td>
</tr>
<tr>
<td>2</td>
<td>Annual turnover during each of the three years ending 31 March 2022</td>
<td>Not less than Rs. 10 lakhs</td>
<td>Audited Account Statements (Balance Sheets / P&amp; L A/c)</td>
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<tr>
<td></td>
<td>2019-2020</td>
<td></td>
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<td></td>
<td>2020-2021</td>
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<td></td>
<td>2021-2022</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td>Value of Works attended to as described.</td>
<td>Three works of the nature similar to Sr No 1 above of value not less than Rs 5 lakhs Or Two works of the nature similar to Sr No 1 above of value not less than Rs 7 lakhs Or One work of the nature similar to Sr No 1 above of value not less than Rs 10 lakhs</td>
<td>Copies of work Orders and proof of amount paid by the organisation to agency(copy income tax statement/ letter from the organisation mentioning the paid amount for services annually etc.)</td>
</tr>
<tr>
<td></td>
<td>Registration/Incorporation</td>
<td>The firm shall be registered with RERA in Tricity (Chandigarh/Mohali/Panchkula) Should have their own office within the areas of Chandigarh, Panchkula, Mohali.</td>
<td>RERA Registration Certificate</td>
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<tr>
<td>5</td>
<td>Presence/Reach/Empanelment</td>
<td>The firm should have proven capabilities of providing real estate solutions as evidenced from their track records/experiences with empanelment to Govt. Semi-Govt./ Govt. Undertakings / Autonomous bodies/ Corporate Sector/ Banks/Insurance Companies/Corporates etc.</td>
<td>Relevant documents to be furnished</td>
</tr>
<tr>
<td>6</td>
<td>Legal Structure: - Private Limited/Public Limited, Partnership, Proprietorship</td>
<td></td>
<td>Submit the supporting document for the Legal Structure</td>
</tr>
</tbody>
</table>
Section 06
Submission of the Bid

6.1 Who can submit the Bid?

The bid shall be submitted only by those agencies which should meet the Pre-Qualification Criteria of the tender indicated in Section 05 and needs to be registered on C1 India Portal.

6.2 Technical & Financial Bids

The bids (Technical & Financial) must be submitted in form of E-bid in prescribed format by visiting the e portal https://nabard.eproc.in.

6.3 Submission of the Bids

The Technical and Financial Bids shall be submitted as per the details given below:

6.3.1 The Technical Bid

The interested bidders may submit the Technical Bid as per Annexure I of the tender Document on the portal. The following documents shall be uploaded with the Technical Bid:

- Details of EMD deposited - Annexure II
- Letter of Undertaking from the Consultant – Annexure V
- Pre-Contract Integrity Pact – Annexure IV (To be submitted along with Technical bid on the requisite stamp paper. No hard copy of contract is required).
- Non-Disclosure Agreement – Annexure VI

6.3.2 The Financial Bid

The Financial Bid shall indicate the Financial quotes for the Services as per the terms and condition and format prescribed in Part II of E-Tender. Features of the Financial Bid are indicated below:

i. The financial quote should be in Indian rupees and it should include all expenses proposed and applicable.

ii. Rates must be quoted for all the items of BoQ. Incomplete BoQ will not be considered.

iii. Validity of offer will be for 180 days from the date of opening of Price- Bid.
Section 07
Evaluation and Selection of the Bids

7.1 Opening of the Bids

Bids will be opened through E-Tendering Process the Bank in the presence of bidders who choose to attend the bid on the opening date through offline/online mode. No separate intimation will be given in this regard to the bidders for deputing their representatives except electronic message.

7.2 Criteria for Evaluation of Bids

i. The Bank Will Evaluate the bids on Quality and Cost Based Selection (QCBS) criteria for scrutiny to decide successful bidder. The decision of the Bank shall be final and the bidder shall have no right to challenge the decision of the Bank.

ii. The Technical Bids shall be evaluated on the basis of their response and by applying Evaluation Criteria specified in this Section. If any requisite document is required, the same should be given to NABARD on short notice.

iii. In the first stage of Technical Evaluation, a proposal would be rejected, if it is found deficient as per the requirements indicated in Section 05 of this document.

iv. The Technical Bids shall be evaluated first and the Financial Bids of qualified agencies will be opened later on. On completion of Technical Evaluation of all proposals, the Financial Bids of the technically qualified bidders will be opened.

v. All the technically qualified bidders will be empanelled with the Bank for providing Real Estate Property Consultancy Services for the period from 01 August 2022 to 31 March 2024. However, tender will be awarded to the L1 bidder.

vi. The Bank may add any other relevant criteria for evaluating the proposals received in response to this Tender at its sole discretion, to seek more information from the Respondents in order to normalize the Bids.

vii. All those Bidders who meet pre-qualification criteria mentioned in Technical Bid will be eligible for Financial Bid Evaluation.

7.4 Evaluation of the Financial Bid

i. The proposal of the successful bidder/s of the Technical Bid and with the lowest Financial Bid will qualify as the L1 Bidder.
ii. In the case of a tie between two or more Bidders on the basis of price-bid, contract will be awarded to the agency who has more the years of work experience in the evaluation criteria of Technical Bid as decided by the committee constituted for the same.

7.5 Execution of Agreement
The selected Bidder will be required to execute (a) Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank. The selected Bidder will be required to execute the agreement within 15 days from the date of issues of work order. A specimen of contract proposed to be executed with the successful bidder is given in Section 8.

7.6 Professionalism
The selected Bidder should provide professional, objective and impartial advice at all times and hold the Bank’s interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

7.7 Adherence to Standards
The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bank reserves the right to conduct an audit/ongoing audit of the consulting services provided by the selected Bidder. The Bank reserves the right to ascertain information from the other banks and institutions to which the Bidders have rendered their services for execution of similar projects.
AGREEMENT FOR SERVICE CONTRACT

THIS AGREEMENT is made at Chandigarh on this day of 2022

BETWEEN

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Punjab Regional office at Chandigarh-160022, hereinafter referred to as NABARD (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the ONE PART.

And

M/s __________________________ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act having its registered office at__________________________________ hereinafter referred to as the ‘Consultant’ (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the OTHER PART.

(NABARD and the Consultant are collectively hereinafter referred to as “the Parties”)

WHEREAS

(1) NABARD Punjab Regional Office Chandigarh, being desirous of engaging the Services of Real Estate Consultant vide its letter no____________ Dated 29.06.2022 issued a “Notice Inviting Tender” (hereinafter referred to as “the NIT”) inviting bids for providing the said works at the said Premises. A copy of the NIT is given as Section 1 of this Tender and to be read as part and parcel of this Agreement.

(2) The Consultant had, vide its letter dated____________ 2022 submitted its Tender for undertaking the said works/services at Punjab RO.

(3) NABARD, vide this letter of Intent No____________ Dated____________ 2022, had selected the Consultant for undertaking the said services at the said Premises.

(4) The parties hereby agree, record and confirm the various terms and conditions for undertaking the said services at the said Premises hereinafter appearing.
NOW THIS INDENTURE WITNESSES AS FOLLOWS:

1. The Contract shall commence from the date of work/service order and shall continue until completion of said scope of work (Copy Enclosed) unless it is curtailed or terminated by NABARD owning to deficiency of services, the rate will remain fixed throughout the entire period of contract.

2. The Consultant shall promptly and timely obtain all such consents, permissions, approvals, licenses etc. as may be necessary or required for carrying out the said services at Punjab RO in accordance with this Agreement. The Consultant shall also inform and assist NABARD in procuring any registration, permissions or approvals. Which may be at any time during the currency of this Agreement or the extended period be statutorily required to be obtained by NABARD for availing the services under this Agreement.

3. NABARD shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the Consultant in the course of their performing the functions / duties, or for payment towards any compensation.

4. The Consultant’s personnel shall not divulge or disclose to any person, any details of office, operational processes, technical know-how, security arrangements, administrative/ organizational matters as all are of confidential / secret nature.

5. The Consultant, upon receiving a notice from NABARD, will not sent the same driver.

6. The Consultant, as taxable service provider, must be registered with competent/requisite authorities and obtained Registration and should attach a copy of Certificate along with the Agreement. The Invoices/ Bills/ Challans should be serially numbered and it should contain the Name and Address of Service Provider & Service Receiver, Description of services etc.

7. The Tax Deduction at Source (TDS) shall be effected as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the Consultant by NABARD.

8. The Consultant shall also liable for depositing all taxes, levies, Cess etc. on account of carrying out the said work to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

9. The Consultant will have to deposit a security amount of Rs. 250000/- (Rupees Twenty-Five Thousand only) in the account details given for EMD amount deposit at page no. 10 of the tender. In case the Agreement is further extended
beyond the initial period, the security deposit would be retained. In case of non-acceptance of NABARD work-order by successful firm of E-Tender, NABARD will forfeit the EMD amount.

10. In case of breach of any terms and conditions of this Agreement, the Security Deposit of the Consultant will be liable to be forfeited by NABARD besides annulment of the Agreement.

11. In case, the Consultant fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof, NABARD is put to any loss/ obligation, NABARD will be entitled to get itself adjusted out of the outstanding bills or the security Deposit of the Consultant, to the extent of the loss or obligation in monitory terms. If the adjustment is not possible, then the same may be recoverable from the Consultant.

12. In case any of documents furnished by the Consultant is found to be false at any stage, it would be deemed to be a breach of the terms of this Agreement making it liable for legal action besides termination of contract.

13. If the Consultant becomes insolvent or fails to observe or perform any condition of this Agreement, then notwithstanding any previous waiver of such default or action being taken under any other clause hereof NABARD may terminate the contract and forfeit the said performance security deposit and recover from the Consultant any loss suffered by NABARD on account of the Agreement being terminated.

14. The Consultant shall not transfer, assigns, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of NABARD.

15. If the services of the Consultant are not found satisfactory, the Consultant will be given one-month notice to improve his services. If the Consultant fails to improve his services within the Notice Period, NABARD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period. However, the Consultant fails to improve upon, the EMD Deposit will be forfeited. Notwithstanding anything contained in this Agreement. The Consultant shall continue to provide services of the persons deployed in NABARD on the terms and conditions of this Agreement till date of termination this Agreement.

16. Resolution of Disputes
16.1 This Agreement shall be governed by and construed in accordance with the laws of India.
16.2 Disputes or differences whatsoever, arising between NABARD and the Consultant shall be resolved amicably between NABARD’s representative and the Consultant’s representatives.

16.3 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows:
“Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

16.4 The Venue of the arbitration shall be at Chandigarh.

16.5 The language of arbitration shall be English.

16.6 Work under the Agreement shall be continued by the Consultant during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Consultant shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

16.7 Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

16.8 This Agreement, its Annexures and the NIT constitute the entire Agreement between the Consultant and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms
and conditions of this Agreement may not be changed except by an 
amendment signed by an authorized representative of each party. NIT 
shall be the reference document to the extent the terms and conditions 
are either not reiterated or not given a contrary meaning under this 
Agreement.

16.9 This agreement is being executed in duplicate, NABARD should keep the 
original and the Consultant shall keep the duplicate.

16.10 The Consultant shall bear the stamp duty on this agreement for both the 
original and the duplicate copies. In witness whereof the parties hereto, 
have caused their presence to be signed on the above by the duly 
authorised officials at the place and on the day, month and year first 
herein above written.

Signed, sealed and delivered
By Shri __________________________
For & on behalf of NABARD
In the presence of
1...........................
2...........................

Signed, sealed and delivered
by Shri_____________________
the duly authorized signatory for &
on behalf of the Consultant
In the presence of
1...........................
2...........................
## Annexure I

**BASIC INFORMATION OF THE CONSULTANT**

### A. General Information

<p>| | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the applicant /organization</td>
</tr>
<tr>
<td>2.</td>
<td>Address for communication and contact details</td>
</tr>
<tr>
<td>3.</td>
<td>Telephone number (landline)</td>
</tr>
<tr>
<td>4.</td>
<td>Telephone number (mobile)</td>
</tr>
<tr>
<td>5.</td>
<td>E-Mail Address</td>
</tr>
<tr>
<td>6.</td>
<td>Type of the organization (whether sole proprietorship, partnership, private limited or limited company or cooperative society, etc.)</td>
</tr>
<tr>
<td>7.</td>
<td>Name of the proprietor/partners or directors in the organization</td>
</tr>
<tr>
<td>8.</td>
<td>Address of Office in Mohali / Chandigarh /Panchkula through which the proposed work will be handled. The name, designation and contact details of the officer in charge.</td>
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### B. Financial Information

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<tbody>
<tr>
<td>9.</td>
<td>Permanent Account Number (PAN) of the proprietor/ partnership firm/ private limited company/ limited company/ cooperative society (Copy of PAN to be attached)</td>
</tr>
<tr>
<td>10.</td>
<td>GST No. (Enclose copies of relevant documents)</td>
</tr>
<tr>
<td>11.</td>
<td>PAN</td>
</tr>
</tbody>
</table>
12. Indicate if involved in any litigation at present in similar type of contracts

13. Any civil suit arisen in the contracts of works executed, if any, please given brief details

14. Number of supplementary sheets attached to **Enclosure (B)**

**Copies of documents to be submitted/uploaded**

- PAN Card.
- GSTIN
- Cancelled Cheque
- Other relevant document as mentioned in Pre-Qualification Criteria.

Note: The Bank reserves the right to call for proof/verify the furnished information.
**Annexure II**

**Details of EMD Deposited**

<table>
<thead>
<tr>
<th>Name of the Consultant</th>
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<tbody>
<tr>
<td>Name of the Bank</td>
<td></td>
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<tr>
<td>Amount (Rs)</td>
<td></td>
</tr>
<tr>
<td>UTR No</td>
<td></td>
</tr>
<tr>
<td>Date</td>
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MSEs as defined in MSE Procurement Policy issued by GoI or bidders who are registered with Central Procurement Organizations are exempted from clause of EMD subject to the providing of copy of such Registration Certificate.
Annexure III
Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY’S / FIRM’S LETTER HEAD)

Ref No: Date: __/__/__

To
The Chief General Manager
Punjab RO, Sector 34 A, Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents
Ref: Tender no/name…………………….

This has reference to your above NIT for Providing Real Estate Property Consultancy Services for Sale of Immovable Property Ref. No. NB.PB. DPSP/            /2022-23. Mr./Mrs./Miss-------- is hereby authorized to participate in tender opening (Technical and financial bids) and to sign the contract on behalf of our organization required by the bank as called for vide the bank's request for proposal vide tender no .......... dated 29 June 2022.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/She is also authorized to take decisions on behalf of the company until NIT process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this NIT.

The specimen signature is attested below:

_______________________
Specimen Signature of Representative

_______________________
Signature of Authorizing Authority
Name of Authorizing Authority

_____________________
(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:
This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.
Annexure IV

Pre-Contract Integrity Pact (in Rs.100/- stamp paper)

(The executed pact shall be uploaded on portal)

Between

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

And

…………………………………………. hereinafter referred to as

“The Bidder/Consultant”

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 Consultant(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)/Consultant(s)

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

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

e. The Bidder(s) /Consultant(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) /Consultant(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) /Consultant(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) /Consultant(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) /Consultant(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 1, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

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 / Consultants/ Sub Consultants

(1) In case of Sub-contracting, the Principal Consultant shall take the responsibility of the adoption of Integrity Pact by the Sub-Consultant.

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

(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) / Consultant(s)/ Sub Consultant(s)

If the Principal obtains knowledge of conduct of a Bidder, Consultant or Sub Consultant, or of an employee or a representative or an associate of a Bidder, Consultant or Sub Consultant 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:
(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/Consultants as confidential. He/she reports to the Chairman, NABARD.

(3) The Bidder(s)/Consultant(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of a interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Consultants.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Consultant(s)/Sub-Consultant(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 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 Consultant. 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 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.

(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 Principal 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 Consultant 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 Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

__________________________                 _____________________________
(For & On behalf of the Principal)                 (For & on behalf of the Bidder/Consultant)

(Office Seal)                                      (Office Seal)

Place _______________________
Date _______________________


Witness 1:
(Name & Address) ____________________________
____________________________
____________________________

Witness 2:
(Name & Address) ____________________________
____________________________
____________________________
Annexure V
Letter of Undertaking from the Consultant

The Chief General Manager,
Department of Premises, Security and Procurement
National Bank of Agriculture and Rural Development
Plot No.3A, Sector 34-A, Chandigarh

Dear Sir,

Subject: -Service Contract for Real Estate Property Consultancy Services for Sale of Immovable Property.

1. I / We have examined the Scope of Works, Specifications and Terms and Conditions relating to the Tender for the said works after having obtained the Tender invited by you.

2. I / We have offer to execute and complete the services in strict accordance with the Tender Document at the item rates quoted by me /us in the attached Financial Bid in all respects as per the specifications and scope of works described in the Tender Document and the Annexures containing Terms and Conditions.

3. I / We agree to deposit interest-free EMD along with tender’s technical bid by NEFT in favour of NABARD subject to Clause 3.8.

4. I / We agree to deposit all taxes, levies, Cases etc., on account of service rendered by me to NABARD, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. I / We agree to pay all Government (Central and State) Taxes such as Income Tax, Surcharge, Cess, GST, etc. and other taxes prevailing from time to time and the rates quoted by us are inclusive of the same. Rates are inclusive of all taxes and valid for the currency of the contract. Even if the contracts are extended, the rates will not be charged by us.

5. I / We further agree to pay any fine or statutory dues imposed by any statutory authority in course of execution of subject contract, for which the tender is being submitted.

6. The rates quoted by me/us shall not be subject to variations on account of fluctuation in the market rates, taxes or any other reasons whatsoever for the captioned period.
7. I / We hereby certify that all the statements made and information supplied in the tender document and accompanying statements are true and correct.

8. Should this tender be accepted, I / We hereby agree to abide by and fulfil all the Terms and conditions and Provisions of Contract Document.

9. We also enclose all informant in the prescribed.

10. The details in the personnel of the Agency is also enclosed.

Name of the person authorized to sign and submit the tender:

(I) ________________________________
(II) ________________________________

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

Yours Faithfully.

Signature:
Name & Seal:
Place:
Date:
Annexure VI

Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at ......................... this......day of ................. 2022.

BY AND BETWEEN

........................................ Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at ............... (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered Punjab Regional Office located at Chandigarh-160022, (hereinafter referred to as “NABARD” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as “the Parties” and individually as “the Party”

2. Receiving Party means who receives the confidential information.

3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a Notice Inviting Tender to appoint Agency for providing Real Estate Consultancy Services for the scope of work which is specified in NIT Ref No. NB.PB.DPSP/22-23 dated ____________ and whereas __________________________ (Name of Agency) has through an NIT process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as "the Purpose").

2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this NIT or otherwise shall remain confidential.
3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/or proprietary to NABARD.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and/or his agents, representatives to have specific access to NABARD property/information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

i. “Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".

ii. “Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement.

iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc. and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.

vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

vii. Confidential Information does not include information which:

   a) is or subsequently becomes legally and publicly available without breach of this Agreement
   b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
   c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
   d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
   e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling
Confidential Information with the same degree of care, which the agency will apply to its own similar confidential information but in no event less than reasonable care. Notwithstanding anything to the contrary contained herein, the Agreement shall be valid for a period of three years and the obligations of this clause shall survive the expiration, cancellation or termination of this Agreement for a period of three years.

2. **Non-disclosure:**

The Agency shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Agency who have a need to have access to and knowledge of the Confidential Information solely for the purpose authorized above. The Agency shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

a) Information regarding ‘NABARD’ and any of its Affiliates, customers and their accounts (“Customer Information”). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity, or

b) Any aspect of NABARD’s business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right, or

c) Business processes and procedures, or

d) Current and future business plans, or

e) Personnel information, or

f) Financial information

g) Capital adequacy computation workings.

3. **Publications:**

The Agency shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. **Term:**

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever
is earlier. The Agency hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees):

a) Suspension of access privileges
b) Change of personnel assigned to the job
c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.

d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party’s request, or at Disclosing Party’s option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party’s premises, with reasonable prior notice and during normal business hours, to review Receiving Party’s compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques
contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees
fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.

**11. Governing Law:**

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

**12. General:**

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

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For and on behalf of ________________ Ltd.

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Annexure VII

Form of Self-Affidavit / Declaration

[TO BE SUBMITTED IN FIRM'S / COMPANY'S LETTER HEAD ONLY]

I/We, ____________________________________, are one of the Bidders for Services of Real Estate Property Consultant for Sale of Immovable Property at NABARD Punjab Regional Office Sector 34 A, Chandigarh.

I / We do hereby declare that there is no case pending with the Police / Court / IRDA/RERA / SEBI/ Regulatory authorities against the proprietor / firm / partner / employee.

Also, I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDA / RERA/SEBI / Autonomous Body / Financial Institution / Court.

We certify that neither our firm nor any of the partners are involved in any scam or disciplinary proceedings settled or pending adjudication.

We hereby undertake and confirm that we have understood the scope of work properly and shall carry out the work as mentioned in this NIT.

Signature of the Authorized Signatory with Seal with Name and Designation
PART II

FINANCIAL BID
Section 09

Financial Bid/ Bill of Quantities

Service Contract for Providing Real Estate Property Broker/Consultancy Services for Sale of Immovable Property

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<th>Sr. No</th>
<th>Name and Address of Bidder</th>
<th>Particulars</th>
<th>Bid Rate (% of Value of Property under Sale)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>(Brokerage/Service Charges for all item mentioned under scope of work till completion of process)</td>
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<td>2</td>
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<tr>
<td>4</td>
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</tr>
</tbody>
</table>

Accepted terms and conditions of the complete tender document

Signature

Address
Date
Place

Note:
1. Quote amount in Rupees.
2. L1 will be considered based on lowest total quote of all above categories.

Name, address and seal of the Consultant