

**Expression of Interest for  
Empanelment of Advertising Agencies - 2020**



Ref. No. NB. CCD/ 117 /CCD-27/Empanelment-2020/2019-20      10<sup>th</sup> January 2020

**National Bank for Agriculture and Rural Development  
Corporate Communications Department  
NABARD Head Office  
2nd Floor, A Wing, C-24, G Block,  
Bandra Kurla Complex, Bandra (E)  
Mumbai – 400051**

**Disclaimer**

*The information contained in this Expression of Interest (EoI) document or information provided subsequently to Agencies or applicants whether verbally or in documentary form by or on behalf National Bank for Agriculture and Rural Development (NABARD), is provided to the Agencies on the terms and conditions set out in this EoI document and all other terms and conditions subject to which such information is provided.*

*This EOI or its addenda, if any, is not an agreement and is not an offer or invitation by NABARD to any parties other than the applicants who are qualified to submit the Application Documents ("Agencies").*

*The purpose of this EOI document is to provide Agencies with information to assist the formulation of their proposals pursuant to this EOI. This EOI document does not claim to contain all the information each Agency may require. Each Agency shall conduct its own investigations and analysis and shall check the accuracy, reliability and completeness of the information in this EOI and obtain independent advice from appropriate sources. NABARD and/or its officers, employees makes no representation or warranty and disclaim any liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI document.*

*NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document. NABARD also reserves its right to reject all or any agencies without any reason whatsoever.*

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## Application time Schedule

<b>Details</b>	<b>Important Dates</b>
Date of Advertisement	11 <sup>th</sup> January 2020
Date of availability of EOI document on NABARD website	10 <sup>th</sup> January 2020
Date and time of pre submission meeting	15 <sup>th</sup> January 2020 (11.00 am)
Last date for receiving vendor pre submission clarifications in writing	15 <sup>th</sup> January 2020 (05:00 pm)
Date for hosting response to clarification on NABARD website	16 <sup>th</sup> January 2020
Last Date and Time for receipts of Proposals	23 <sup>rd</sup> January 2020 (4.00 pm)
Time & Date of Opening Eligibility criteria envelope	24 <sup>th</sup> January 2020 (11.00 am)
Contact Address: Shri Niraj Kumar Verma, Chief General Manager, Corporate Communications Department, NABARD, Head Office, 2 <sup>nd</sup> Floor, A Wing, C-24, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051. Tel No. 26539843. Email: ccd@nabard.org	

## Expression of Interest for Empanelment of Advertising Agencies

### 1. Introduction

National Bank for Agriculture and Rural Development (NABARD) is a premier development financial institution for Agriculture and Rural Development in the country. It has its Head Office in Mumbai, Regional Offices across all state capitals and has more than 400 district development offices.

NABARD desires to empanel six advertising agencies having good track record for meeting its brand building and advertisement requirements. The job involves conceptualizing, creating and releasing advertisements and other publicity material in print, electronic, internet, social and outdoor media at national and regional levels. The job may also require professional services of agencies for production of films, handling of social media accounts, corporate events, campaigns, public relations and in-house magazine.

### 2. Scope of work

NABARD advertisement and publicity campaigns are in the following media forms:

- **Electronic:** television, radio, digital, mobile phone communication, etc.
- **Print:** newspapers (national and regional), magazines, coffee table books, pamphlets, leaflets, brochures, etc.
- **Internet and social media:** corporate website, YouTube, Facebook, Twitter and Instagram handles of NABARD
- **Events:** stalls in exhibitions, backdrop and publicity in seminars, workshops, etc.
- **Outdoors:** posters, hand-outs, banners, hoardings, display panels, etc.

The publicity campaigns will be carried out in Hindi, English and any other local languages for various media as per the requirements of NABARD. The detailed scope of work include planning, conceptualisation, preparing strategy, developing creative ideas, designing, scripting, developing and production of advertisement, films, publicity and other resource material, including but not limited to following activities:

- Audio and Video advertisement through TV commercials/promos, radio jingles and audio clips, documentaries, etc.
- Print advertisement of different sizes and languages (tenders, notices, recruitment, financials, corporate publicity, product and services publicity, gazette notification, annual reports, etc.)
- Digital media advertising (websites, banners, e-mailers, social media networks, SMS, etc.)
- Outdoor publicity (hoardings, posters, banners, leaflets, stage backdrop, book design, calendars, brochures, statutory ads and page layout, etc.)
- Communication material for programmes and events including press briefings
- Design and production of house journal/newsletters
- Making short films, animations, documentaries, jingles, TVCs, etc.
- Social media management (developing campaigns, designing artworks, posting updates and managing comments and reactions)
- Any other marketing and communication works assigned by NABARD

The agency should have capabilities of delivering through all these media with adequate experience in the field, good infrastructure and resourceful personnel including local language experts proficient in regional languages and dialects. Ability to undertake any other related services like PR activity, event management, magazine production etc. will be an added advantage but not a necessary condition for empanelment.

### **3. Eligibility Criteria**

The Agency should qualify the following necessary eligibility criteria and possess the required experience, resources and capabilities in providing services necessary to meet the requirements indicated above in the EOI document. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluation.

- a. The agency should have accreditation from Indian Newspaper Society (INS) and Prasar Bharati and in force for the last three years. The agency having membership of Advertising Standards Council of India (ASCI) or Advertising Agencies Association of India (AAAI) shall be preferable.
- b. The agency should be a registered legal entity having full-fledged office in Mumbai with relevant expertise & creative personnel and required infrastructure.
- c. The agency should have been in business for a minimum of 5 years.
- d. The agency should have a minimum average annual turnover of Rs.10 Crore and a minimum net worth of Rs.1 Crore in each of the last three (2016-17, 2017-18 & 2018-19) as per audited balance sheet.
- e. The agency should have experience of handling advertisement/brand promotion in urban and rural areas.
- f. The agency should have the experience to get the films, animations, documentaries, jingles, TVCs, etc. done.
- g. The agency should have resources to manage social media handles and digital advertisements.
- h. The Agency should not be blacklisted in the last 1 year by any Central/State Government/Public Sector Undertaking.
- i. The agency should not have defaulted in paying dues to media houses, Banks and Tax authorities.
- j. The agency should submit a declaration in the letterhead for the above (e to i) criteria

### **4. Terms and Conditions**

- 4.1 The agencies should adhere to all instructions and submit all relevant information and documents which have been specified in the EoI. Submission of applications which are not complying with the instructions will result in its rejection.
- 4.2 The applications shall be typed, office seal affixed and signed by the duly authorized person.
- 4.3 In case a subsidiary company desires to apply with the financial backing of the parent company, the parent company would have to give a written undertaking that the parent company shall bear all financial or contractual liabilities of the subsidiary company and authorize them to submit the application on their behalf for considering them for empanelment.
- 4.4 The agency shall bear all the costs associated with the preparation and submission of application and the costs, if any, for subsequent selection process. NABARD will in no case be responsible or liable for these costs regardless of the conduct or outcome of the selection process.

- 4.5 Amendments to this EOI document may be issued by NABARD at any time, prior to the deadline for submission. Such amendments will be posted in NABARD's website in the form of Addenda/Corrigenda. The amendments, if any, to the EOI shall be deemed to form an integral part of EOI from the date of issue and shall be binding on the agencies.
- 4.6 NABARD reserves the right to accept or reject any proposal and annul the EOI process and reject all applications at any time prior to empanelment of agencies, without thereby incurring any liability to the affected agency/agencies or any obligation to inform the affected agency/agencies of the ground for NABARD's action. NABARD also reserves the right to re-issue the EOI without the agencies having right to object such re-issue.
- 4.7 The shortlisted agencies, to be called as empaneled agencies, shall be required to enter into requisite Agreement(s) with NABARD, within 15 days of the order (when provided) or within such extended period as may be specified by NABARD. NABARD has the right to cancel the shortlisted agency if the contract is not executed within a period of 15 days from the date of order, unless otherwise extended by NABARD.
- 4.8 NABARD will release creative brief for any specific project and will invite limited applications from empanelled agencies for the specific projects. The selection of agencies for these projects will happen on the basis of presentation made by Agencies in front of the Evaluation Committee and/or the creative and commercial provided by the agencies for the project.
- 4.9 A separate project contract/work order will be signed for each project.
- 4.10 Empanelment does not guarantee allocation of work. The timeline for various assignments associated with the allocated work shall be intimated along with the creative brief for the work.
- 4.11 **All Intellectual Property Rights in the planning, preparing strategy, developing creative ideas, developing and production of advertisement, publicity and other resource material, etc. made in the course of performance of services by the empanelled agencies or its personnel involved in the task of NABARD shall absolutely belong to NABARD.** The agency will be required to submit each artwork used in the format used originally for creation of the art work (master file) such as AI, CDR, AVI, FCP, and other such formats as the case may be, in addition to submitting PDF, MP4, MP3, etc. This artwork will have to be submitted along with the bill. The advertising agency will be solely responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. NABARD will not be a party to any dispute arising out of copyright violation by the agency.
- 4.12 NABARD will not make any advance payment. Payment shall be released after the execution of the project contract/work order as required by NABARD. Agency should raise the invoice post execution of contract in the name of NABARD. The payment shall be released within 45 days of invoice raised by agency. All applicable taxes including GST, etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.
- 4.13 If the deliverables are not found to be of good quality, NABARD will have the right to make suitable deductions from the payable amount or reject the media payment bill to the agency on its sole discretion, in addition to other remedies including claiming of damages. The decision of NABARD in this regard will be final.

- 4.14 The empaneled agency shall not assign the work, whole or in part, to any other agency, even its own subsidiary or parent agency, to perform its obligation under the work order, without prior consent of NABARD.
- 4.15 The empanelment of agencies so selected will be for a period of two years. The performance of the advertising agencies will, however, be reviewed at the end of first year and in case of unsatisfactory performance, the empanelment is liable to be terminated. The agreement may be terminated by either party by giving not less than one month's notice to the other party.
- 4.16 The advertising agency shall observe the laws applicable and the rules or code of Advertising Standard Council of India/Advertising Agencies Association of India/Indian Newspaper Society or rules prescribed by Prasar Bharti or any other law in force as applicable.
- 4.17 The advertising agency shall indemnify NABARD and keep it indemnified against any loss, claims, demands, actions, proceedings, damages, costs, charges and expenses which may be made or brought or commenced against NABARD for any act contrary to the provisions of this agreement or due to or resulting from breach of any agreement between the advertising company and any other person or organization relating to the media and publicity work undertaken on behalf of NABARD.
- 4.18 The advertising agency shall obtain all necessary registration(s)/permission(s)/license(s), etc. which are/may be required under media or other legislation(s) for providing services.
- 4.19 All technical particulars supplied by NABARD to the agency are to be kept confidential and no part of it should be shared with anyone other than the authorized persons, without prior written permission from NABARD.

## **5. Submission of Application**

- 5.1 Applications once submitted cannot be withdrawn by the agency and the same will be treated as final.
- 5.2 The applications should be submitted in sealed envelopes duly superscribing "Proposal for Empanelment of Advertising Agencies" and should be submitted to the Chief General Manager, Corporate Communications Department, NABARD Head Office, 2nd Floor, A Wing, C-24, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 **on or before 4.00 pm on 23<sup>rd</sup> January 2020.**
- 5.3 NABARD may, at its discretion, extend the last date for the submission of applications, in which case, all rights and obligations of NABARD and the agencies will thereafter be subject to the deadline as extended.
- 5-4 A pre-submission meeting will be organized **at 11.00 am on 15<sup>th</sup> January 2020.** The general queries will be addressed in this meeting. Agencies may also send queries by email to **ccd@nabard.org**. No queries of any kind will be entertained after **5.00 pm on 15<sup>th</sup> January 2020.** The consolidated responses to queries will be posted **on [www.nabard.org](http://www.nabard.org) by 4.00 pm on 16<sup>th</sup> January 2020.**
- 5.5 Any application received by NABARD after the deadline for submission (**i.e. 23<sup>rd</sup> January 2020**) will be rejected and returned unopened to the sender.
- 5.6 The sealed tenders will be opened at 11.00 am on **24<sup>th</sup> January 2020** in the presence of agencies/their authorized representatives who choose to be present.

- 5.7 Any effort by the agencies to influence NABARD in submission, evaluation or contract award decision may result in the rejection of the agency's proposal. NABARD's decision will be final and will be binding on all agencies.

## **6. Evaluation Methodology**

- 6.1 NABARD will examine the application to determine whether the documents submitted are complete, whether required information has been provided as underlined in the EOI response documents, whether the documents have been properly signed, and whether response to EOI is generally in order. Only those Agencies which comply with the Eligibility Criteria will be taken up for further evaluation.
- 6.2 The evaluation process would consider whether the Agency has requisite prior experience and expertise to address NABARD's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone behind the preparation of the EOI response, the degree of clarity, understanding of NABARD's stated objectives and the level of commitment exhibited by the Agencies.
- 6.3 NABARD may waive any minor informality, non-conformity or irregularity in the response to EOI that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Agency.
- 6.4 NABARD will evaluate the applicants for the Empanelment of Agency and will prepare a short list of 9-10 agencies based on performance parameters and information furnished in the application.
- 6.5 The shortlisted agencies will thereafter be called to make a creative presentation on a given brief before the Evaluation committee of NABARD, who will make the final selection of six agencies. The decision of the Evaluation Committee after going through the presentations of the advertisement agencies will be final.

## **7. Resolution of Disputes**

- 7.1 All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement shall be resolved.
- 7.2 This Agreement shall be governed by and construed in accordance with the laws of India.
- 7.3 All disputes or differences between NABARD and the agencies shall be settled amicably between NABARD's representative and the agency/service provider's representative. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- 7.4 The agreement shall be governed by the law for the time being in force in India. This agreement shall be subject to exclusive civil jurisdiction of courts at Mumbai only. No other civil court shall have jurisdiction in case of any dispute, under this agreement.
- 7.5 All disputes or differences whatsoever arising between NABARD and the agencies out of or in relation to the construction, meaning and operation or effect of the contract, with the agencies, or breach thereof shall be settled amicably.

- 7.6 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be resolved to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- 7.7 If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Consultant/Service Provider/Service Provider a list of three names of persons who shall be presently unconnected with NABARD. Consultant/Service Provider shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABARD within 30 days of receipt of the names. NABARD shall thereupon without delay appoint the said person as the sole arbitrator.
- 7.8 If Consultant /Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Consultant /Service Provider.
- 7.9 If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- 7.10 The award shall be final and binding on both the parties
- 7.11 The language of Arbitration shall be English.
- 7.12 The venue of the arbitration shall be at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 7.13 Work under the project contract/work order shall be continued by the empanelled agencies during the arbitration proceedings unless otherwise directed in writing by NABARD 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 agency 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.
- 7.14 Any notice, for the purpose of this contract, 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.

## **8. Contract Integrity Pact**

8.1 A proforma of the same is furnished in Annexure 6. The agencies will have to submit the same duly signed on a non-judicial stamp paper of Rs.100/- at the time of submission of Expression of Interest document.



## **Annexure 1: Application Form**

(On Agency's Letter Head)

Date: dd/mm/yyyy

To  
The Chief General Manager  
Corporate Communications Department  
NABARD, Head Office  
2nd Floor, A Wing  
C-24, G Block, Bandra Kurla Complex  
Bandra (E), Mumbai – 400051

Dear Sir

### **Empanelment of Advertising Agencies**

We have gone through the Expression of Interest (EoI) dated 10<sup>th</sup> January 2020 and the details posted on the NABARD's website. We hereby submit our application for empanelment of advertising agency of NABARD and we agree to offer media and advertisement related services to you as per the terms and conditions specified in the EOI and to abide by the terms and condition specified therein.

While submitting this Application, we certify that the information/data/particulars furnished in our application are factually correct.

If our Application is accepted, we undertake, to start the work at national and at regional level as per the job assigned by NABARD.

We understand that NABARD reserves the right to accept or reject any or all applications at any time without assigning any reasons.

We have not been blacklisted by NABARD or any other organization where we have worked. Further, if any of the partners/directors of the organization/firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any point of time, our company/firm/and/or any of its partner/director is blacklisted by any organization, NABARD shall have the right to terminate the contract with us.

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials]:

Name of Company/Firm:

Address

(Please affix rubber stamp of your company)

## Annexure 2: Agency Information

S. No.	Particulars	Details
<b>1</b>	<b>Agency details</b>	
1.1	Name of the Agency	
<b>1.2</b>	Corporate Office Address	
1.3	Contact Person in Mumbai	
1.4	Phone No.(landline/Mobile)	
1.5	Email address	
1.6	Date of incorporation	
1.7	Status of the Agency (public Ltd./Private Ltd. Co. etc.)	
<b>2</b>	<b>Financial and personnel</b>	
<b>2.1</b>	Minimum Turnover of the company in the last 3 years	
<b>2.2</b>	Minimum Turnover in advertising and PR business of the company in the last 3 years <i>(Provisional if not finalized yet for 2018-19).</i>	
2.3	Balance Sheet (Attach Audited Balance Sheet and Profit & Loss accounts for last 3 years – <b>2016-17, 2017-18 &amp; 2018-19</b> ) <i>(Provisional if not finalized yet for 2018-19).</i>	
2.4	Minimum Operating Profit of the company in the last 3 years <i>(Provisional if not finalized yet for 2018-19).</i>	
2.5	No of personnel employed in Mumbai office	
2.6	No of office location other than Mumbai and places	
<b>3</b>	<b>Accreditation/Membership Details</b>	
3.1	Indian Newspaper Society (INS)	
3.2	Prasar Bharati	
3.3	Advertising Standards Council of India (ASCI) or	
3.4	Advertising Agencies Association of India (AAAI)	
<b>4</b>	<b>Valid registration Numbers</b>	
4.1	GST	
4.3	Permanent Account Number	
<b>5</b>	<b>Details of top three completed projects in the last two years</b>	
<b>5.1</b>	<b>Project Name (i)</b>	
5.1.i	Name of the project	
5.1.ii	Client Name and address:	
5.1.iii	Approximate cost of contract in rupees	
5.1.iv	Client contact/reference person(s):	
5.1.v	Telephone, Facsimile, Mobile Phone	
5.1.vi	Email address	
<b>5.2</b>	<b>Project Name (ii)</b>	

5.2.i	Name of the project	
5.2.ii	Client Name and address:	
5.2.iii	Approximate cost of contract in rupees	
5.2.iv	Client contact/reference person(s):	
5.2.v	Telephone, Facsimile, Mobile Phone	
5.2.vi	Email address	
<b>5.3</b>	<b>Project Name (iii)</b>	
5.3.i	Name of the project	
5.3.ii	Client Name and address:	
5.3.iii	Approximate cost of contract in rupees	
5.3.iv	Client contact/reference person(s):	
5.3.v	Telephone, Facsimile, Mobile Phone	
5.3.vi	Email address	

**Date:**  
**Place:**

**Signature of Authorized Person:**  
**Name:**  
**Designation:**

(Please affix seal of the Company)

### Annexure 3: Eligibility Criteria Response

(Please tick mark the appropriate column)

1S. No.	Requirement	Available	Not available
1	Accreditation from Indian Newspaper Society (INS), Prasar Bharati and in force for the last three years		
2	Membership of Advertising Standards Council of India (ASCI) or Advertising Agencies Association of India (AAAI) (preferable)		
3	Registered legal entity having full-fledged office in Mumbai with relevant expertise & creative personnel and required infrastructure		
4	Agency should have been in existence for minimum 5 years Minimum average annual turnover of Rs.10 Crore Minimum net worth of Rs.1 Crore (2016-17, 2017-18 & 2018-19) as per audited balance sheet ( <i>Provisional if not finalized yet for 2018-19</i> ).		
5	Self declaration stating the capabilities of the agency to deliver campaign focused on urban and rural areas in major Indian languages		
6	Self declaration stating the capabilities of the agency to make films, animations, documentaries, jingles, TVCs, etc.		
7	Self declaration stating the capabilities of the agency to manage social media handles and digital advertisements.		
8	Self declaration of not being blacklisted in the last 1 year by any Central/State Government/ Public Sector Undertaking		
9	Self declaration of not having defaulted in paying dues to media houses, Banks and Tax authorities.		

#### **Annexure 4: List of Documents to be Enclosed**

1. Brief profile of the advertising agency, profile of management team, senior executives, creative personnel, experience in the field, etc. in addition to details provided in Annexure 2.
2. Registration certificate of incorporation
3. Organizational structure of the agency
4. Details of accreditation/membership with INS/AIR/Prasar Bharti/ASCI/AAAI, etc. documentary proof along with current status.
5. Details of membership with any other professional organization/association
6. Solvency certificate from your banker and your permanent account number. Published balance sheet certified by a chartered accountant for the past three years i.e. 2016-17, 2017-18 & 2018-19 (*Provisional if not finalized yet for 2018-19*).
7. Copies of income tax/service tax returns of the last three years certified by chartered accountant
8. Details of agency's annual business for the past two years with major media houses such as The Times Group, The Hindustan times, The Indian Express Group, Doordarshan, CNBC TV16, Zee Group, Sony group, etc.
9. Experience in brand advertising and promotion work done in rural areas. (Attach relevant documents)
10. List of clients (Government, Public sector undertaking, Private sector, etc.) and reference credentials from at least three active clients.
11. Details of experience in any other mode of advertising, awareness campaign and publicity.
12. Self declaration of not being blacklisted in the last 1 year by any Central/State Government / Public Sector Undertaking
13. Self declaration of not having defaulted in paying dues to media houses, banks and tax authorities.
14. Self declaration stating the capabilities of the agency to deliver campaign focused on rural masses/areas in major Indian languages.

## **Annexure 5: Declaration for Relation in NABARD**

*(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)*

To  
The Chief General Manager  
Corporate Communications Department  
NABARD, Head Office  
2nd Floor, A Wing  
C-24, G Block, Bandra Kurla Complex  
Bandra (E), Mumbai – 400051

Dear Sir,

### **Sub: Declaration for relation in NABARD**

Ref: EOI No. \_\_\_\_\_

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in NABARD.

#### **Tick(✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in NABARD

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in NABARD and their particulars are as below:

- (i)
- (ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If it comes to the knowledge of NABARD at a later date that the information furnished by the Bidder is false, NABARD reserves the right to take suitable action against the Bidder/Contractor.

## **Annexure 6: Pre Contract Integrity Pact**

*(On stamp paper value of Rs 100/-)*

### **Between**

**National Bank for Agriculture and Rural Development (NABARD)**

hereinafter referred to as “**The Buyer**” And .....

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

### **Preamble**

The Buyer intends to award, under laid down organizational procedures, contract/s for ..... . The Buyer values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

### **Section 1 – Commitments of the Buyer**

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

- a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Buyer will exclude from the process all known prejudiced persons.

(2) If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit

themselves to observe the following principles during participation in the tender process and during the contract execution:

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

### **Section 3 – Disqualification from tender process and exclusion from future contracts**

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



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

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

#### **Section 5 – Previous transgression**

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

#### **Section 6 – Equal treatment of all Bidders / Contractors/ Subcontractors**

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

#### **Section 7 – Criminal charges against violating Bidders(s) / Contractor(s)/ Subcontractor(s)**

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

#### **Section 8 – Independent External Monitor**

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

The Independent External Monitor appointed for NABARD is: ***Shri Subodh Kumar Goel 501, Tower-6 ,Common Wealth Games Village New Delhi – 110 092***

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Buyer and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

**Section 10 – Other provisions**

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

BUYER  
Name of the Officer

BIDDER  
Chief Executive Officer

Designation

Organisation

NABARD

Witness

Witness

1. \_\_\_\_\_  
1. \_\_\_\_\_

2. \_\_\_\_\_  
2. \_\_\_\_\_