



राष्ट्रीय कृषि और ग्रामीण विकास बैंक
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT

Request for Proposal Document for
IMPACT EVALUATION STUDY ON SOCIAL SECTOR PROJECTS
ASSISTED UNDER RURAL INFRASTRUCTURE DEVELOPMENT FUND
(RIDF)

IN

THE STATES OF KERALA, KARNATAKA AND RAJASTHAN

National Bank for Agriculture and Rural Development (NABARD) is a statutory body corporate established under NABARD Act 1981. Its main objective is to promote sustainable and equitable agriculture and rural prosperity through effective credit support, related services, institutional development and other innovative initiatives.

Development of rural infrastructure is of critical importance for improving productivity in agriculture and allied activities, as well as that of off-farm sector and improving the standard of living of rural population. There is a need to systematically assess the effectiveness of the infrastructure created in the rural areas through public investment in sectors like irrigation, roads and bridges and social sector projects.

It is proposed to take up impact evaluation study on four activities in three states (details given below) to assess the infrastructure created and its impact on society at large and NABARD invites proposal for undertaking the study, from eligible national level institutions of repute which have the necessary expertise and experience.

Sr. No.	State	Activity	No. of studies
1	Kerala	Public Health Institutions	1
2	Karnataka	Anganwadi Centres	1
		Rural Educational Institutions	1
3	Rajasthan	Rural drinking Water Supply	1
		Public Health Institutions	1
	3 States	4 Activities	5 studies

Following are the salient features of the study proposal:

1. Study Theme

The proposal is to invite applications on the theme, “Impact Evaluation Study on Social Sector Projects Assisted under Rural Infrastructure Development Fund (RIDF) in the states of Kerala, Karnataka and Rajasthan”.

2. Objectives :

1. To assess the existing sector-wise social infrastructure created in the states using various parameters/ norms.
2. Explicitly estimate the development impact, both direct and indirect, of interventions on the intended beneficiaries.
3. Specific reference to training, awareness campaign, institutional development resulting in improved operational and financial sustainability as compared to other such institutions which did not receive the funding.
4. Technical and physical status of projects or sub-projects and capacity assessment of Community Based Organisations (CBOs) responsible for operation and maintenance of structures, if any.
5. Specific reference to inclusive growth of people in the area in terms of physical and financial parameters, financial inclusion through formal banking sources etc. because of the intervention.
6. To recommend innovations and policy changes required for improvement in social infrastructure, activity-wise.

3. Terms of Reference & deliverables :

The following are the terms of reference & deliverables for the assignment:

A. Objectives / Terms of Reference :

The main objectives of the Impact Evaluation Study will be as under:

- a) To assess the physical and financial progress of the projects, adherence to technical and other specification & specific conditions as per sanction.
- b) To quantify the benefits (Economic viability in terms of Cost-Benefit Analysis and Economic rate of Return), impact on quality of life and socio-economic aspects of the sample projects, vis-à-vis intended under DPR.
- c) To examine the implementation process of selected sample units, to understand the factors affecting implementation of the project positively or otherwise.
- d) To prescribe policy intervention and action points for different stakeholders.

B. Study Approach

The study should make a detailed examination of the impact on the following aspects:

- Tangible social benefits due to development of RIDF interventions. Macro impact of the sample projects.

- Non tangible benefits viz. improvement in living standards, health and sanitation, (improvement in enrollment, reduction in school dropouts) etc.
- Economic benefit assessment/Social benefit assessment.
- To review operation and maintenance arrangements after creation of assets, involvement of users, source of maintenance.
- The sample should be truly representative so that findings can be generalized to the whole lot of the projects in the State. Carefully designed sampling technique could be employed, sample should strictly include completed projects, so as to capture the benefits of the projects entirely and distinctly. The projects for the purpose of the study to be selected in consultation with NABARD Regional Office/s.
- The reasons for cost and time overrun, if any, including inadequate budgetary provision, delay in approvals/clearances/land acquisition/process of execution need to be looked into.
- The study will be based on both primary and secondary data. An analytical review of experience on similar earlier works may be useful. The secondary data will be collected from line departments of State Governments and concerned Regional Office of NABARD.
- The study should be able to bring out state-specific findings, issues and policy framework. The study report may also capture Anecdotes/ Quotations of stakeholders.
- The study report may document the success stories as separate section highlighting the process aspects of implementation. The human factor and human relations in project grounding and execution may also be highlighted.
- Technical parameters need to be assessed by competent technical person for effective presentation.
- To identify additional investment opportunities under RIDF for development of such infrastructure in the selected States.

C. Report Contents:

The study report may, interalia, contain the following:

1. Executive summary
2. Introduction (brief description of the sector at all India as also in the State in general and sample projects)
3. Methodology aspects (selection of projects, study design, etc.)
4. Technical specifications/ Adherence, quality aspects
5. Implementation aspects :
 - i. Time/Cost overrun (reasons)
 - ii. O & M aspects
 - iii. Quality of the Assets created out of the sample projects/ reasons for poor/good impact
6. Economic Impact Assessment (income, employment including recurring and non-recurring, etc.)
7. Social Impact Assessment
8. Macro Impact Assessment (Credit Absorption Capacity of the people in the project area)

9. Issues in project implementation
10. Learning points such as best practices in project management, people's participation, required policy directions, etc.
11. Conclusion – Road Map

D. Deliverables:

- a. Inception Report – 15 days from date of award of contract
- b. Interim Report and presentation of findings – within 2 months from date of award of contract
- c. Draft Final Report (Two copies) – 04 months from date of award of contract
- d. Presentation of Final Report in a Workshop
- e. Final Report (Ten copies) in the form of printed booklet - 06 months from date of award of contract.

The reference year of the study will be 2018-19. Hard and soft copies of the final report, as detailed above, shall be submitted within 15 days of approval of the draft report accorded by NABARD to The Chief General Manager, State Projects Department, 8th floor, 'D' wing, NABARD Head Office, Bandra Kurla Complex, Bandra (East), Mumbai-400051.

4. Coverage of the study

The study will be for 4 activities in the social sector viz: Rural Drinking Water Supply, Public Health Institutions, Anganwadis and Rural Educational Institutions covering 3 states in the country.

5. Methodology

The study must be based on analysis of both the primary data to be collected by the agency through surveys and the secondary data already published by government or other reputed agencies. The study should be original in nature in the sense that it does not repeat the work already done or being done by the agency concerned or any other agencies.

In order to have a comprehensive picture, in addition to the field work for the study, the study team has to have suitable interactions/discussions with all the related agencies/stakeholders.

6. Eligible Agencies and Study team

- i. The Agency should have been in operation for at least 5 years as on 01 April 2019.
- ii. The Agency should have turnover of Rs.25 crore from advisory/ consultancy in each of the last three financial years.
- iii. The agency and Project Lead / Manager should have good academic / domain expertise and experience in similar studies with proven track

record. The Project Lead should form a multidisciplinary team to undertake the study, considering the diversity of the topics to be covered. Proposal with a strong multidisciplinary teams will only be considered. Except some part of survey works for data collection, study cannot be outsourced by the agencies entirely or partly and has to be attended by the Agency/ Study Team, directly.

- iv. The Agency must have prior experience of handling similar type of assignments for GoI, State Govt., other Public Institutions, International Agencies, etc.
- v. Only organisations with domain expertise are eligible to apply for the assignment.

7. Time Schedule for submission of application

The applicant organization need to submit the proposal online in NABARD's e-Tendering Portal <https://nabard.eproc.in> in the form of technical and financial bids on or before due date.

8. Selection Procedure

The proposals will be examined in terms of Objectives, Methodology suggested, Coverage, Reputation of the Institute, composition of study team, Experiences in conducting such studies, etc. The track record of the Project Lead / Manager and team will be given more weightage while considering for award of study. Preference will be given to Institutions which have conducted studies involving primary data based analysis. The track record of the institutions will also be considered while awarding the contract.

The study teams will be advised to make a presentation before a Screening Committee in NABARD at Mumbai. Based on the merit and appropriateness of the proposal, the Institution will be awarded the study.

The selected agency will have to enter into an agreement with NABARD and shall be responsible for the successful completion of the study project as per the requirements indicated herein and its quality.

All queries regarding the notification may be sent to the Chief General Manager, State Projects Department (spd@nabard.org) by email on or before 25 March 2020. The queries should be pertinent to the present assignment and RFP document.

9. Duration of the Project

The agency should submit a draft final report within 4 (four) months from the date of acceptance of the offer/terms and conditions of the project. Extension of time period will be allowed only under special circumstances, at the discretion of NABARD.

10. Final acceptance of the Report

The draft report will be reviewed by the experts (internal/external) and comments will be communicated to the agency for incorporating and modifying the report. The agency may be asked to present the draft reports and final modified report in NABARD before the Expert Committee which will accept the same as final report or may suggest further modification for refining. The Agency shall make its own arrangements, including transport for making these presentations, without any cost to NABARD.

11. Terms of Payment

The proposal has to contain a financial budget (excluding GST as applicable) in details with suitable breakup.

The professional fee will be released as per the following schedule

- On acceptance of the terms and condition of the study, 10% of the sanctioned amount will be released to the agency, as advance payment.
- 25 % of fee will be released immediately after the completion of field visits and collection of primary and secondary data.
- 25 % of fee will be released on submission and acceptance of satisfactory draft report of the study.
- Balance 40% of fee will be released on submission of Final Report after complying with the observations of NABARD. If the final report is not acceptable to NABARD, the remaining 40 % of the budget will not be released to the agency.

Monthly progress reports of the study have to be sent in the prescribed format to NABARD regularly (within 10 days of completion of respective period).

12. Responsibilities

- i. **Human Resource:** the agency shall provide details of the dedicated project team – their individual roles and responsibilities in the project, their relevant experience – Project Lead / Manager, Field Survey Managers and Data Analyst and Report Writing Expert. The agency may also give detailed plan of engaging field force. The staff of the agency engaged in the study project, in no circumstances, be deemed to be the employees of NABARD. The agency shall comply with all laws and permissions, issued by various authorities for carrying out such work and keep NABARD indemnified against any loss, costs or expenses incurred by it for non-compliance by the selected agency.
- ii. **Subcontracting of Assignment:** The agency shall not assign or subcontract the study project works or any portion of it to other agencies after signing the agreement with NABARD without prior written consent of NABARD.

- iii. **Supporting documents:** The agency has to submit the following documents along with the proposal - (a) The copy of the certificate of registration of the Institution; (b) Copy of latest balance sheet and (c) Evidence of previous experience as mentioned in Appendix.
- iv. **Integrity Pact:** As per the 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 Appendix 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 RFP document. 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 Monitor (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.

- v. Agency shall be solely responsible for veracity of authentic source of any information/facts/data presented in the report.
- vi. **Intellectual Property Rights:** The assessment studies, collected data in both raw as well as processed format, data analysis, reports, case studies and any other intellectual property / deliverables prepared and submitted by the selected agency, NABARD shall be the sole owner of all intellectual property rights in such deliverables.
- vii. **Confidentiality:** (a) The information as mentioned above shall not be disclosed by the agency to others except with prior written permission of NABARD. The agency should indemnify NABARD for any loss, costs, expenses incurred or suffered by NABARD due to disclosure of such information without the consent or permission of NABARD. (b) The agency shall deliver all the documents / deliverables both in hard and soft forms to NABARD, together with a detailed inventory thereof, prior to termination or expiration of the project / survey. (c) The agency shall not use these documents for any purpose other than related to the project without the prior written approval from NABARD.

13 Evaluation Process

- i. NABARD will constitute an Evaluation Committee to evaluate the proposals submitted by the Agencies.
- ii. The Evaluation Committee shall evaluate the proposals and all supporting documents & documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the Proposal. The Committee may seek additional documents as it deems necessary.
- iii. Each of the proposals shall be evaluated to validate compliance of the applicant according to the Pre-Qualification criteria, Forms and the supporting documents specified in this document. (Appendix 2)
- iv. The decision of the Evaluation Committee in the evaluation of proposals shall be final. No correspondence will be entertained on the evaluation process of the Committee.
- v. The Evaluation Committee may ask for presentation/meetings with the applicants to evaluate its suitability for the assignment.
- vi. The Evaluation Committee reserves the right to reject any or all proposals without assigning any reason to the agencies.
- vii. The technical bids mentioned in Appendix 1 will be evaluated based on the documentary evidences provided and, marks will be assigned to the proposal based on the following broad criterion:

Sr. No.	Particulars	Maximum Marks for evaluation
i	Agency's Profile	10%
ii	Projects/survey completed by the Applicant, Previous experience of the agency as also experience of NABARD with the agency, if any	20%
iii	CVs of Professionals to be engaged in the assignment & manpower	20%
iv	Methodology & approach of the proposal as per the presentation made before evaluation committee	40%
v	Infrastructure/Technological competence of the Agency	10%

14. Evaluation of Financial Bids:

The decision of NABARD with regard to evaluation and selection of Agency will be final and binding and no communication in this regard will be entertained. After the technical evaluation is completed, NABARD shall inform in writing to the Agencies (having scored minimum QS [Quality Score] of 70) the time and location for opening the Financial Bids (Appendix 3). The attendance of the Agencies at the opening of Financial Bids is optional, but it shall be recorded and signed by all present. Financial

Bids shall be opened only of the Agencies who have secured the minimum QS of 70, in presence of the Agencies /representatives who choose to attend. These Financial Bids of the Agencies shall be recorded. The Financial Bids will be allotted a weightage of 30%. The bid with the lowest cost shall be given a Cost Score (CS) of 100 and other bids would be given CS that is inversely proportional in relation to their prices.

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition, activities and items described in the Technical Bid but not priced, shall be assumed to be included in the prices of other activities or items.

The 'Total Score' (TS) for each Agency will be calculated by weighing the respective QS (Quality Score) and CS (Cost Score) as per the formulae ($TS = 0.7 \times QS + 0.3 \times CS$). On the basis of combined weighted score for quality and cost, the Agencies shall be ranked in terms of total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H -1 followed by the bids securing lesser score as H2, H3, etc.

For Example:

In a particular case of selection of agency, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 70: 30. In response to the Pre-qualification criteria, 3 proposals, A, B & C were received. The Evaluation Committee awarded those 60, 70 and 85 marks respectively in the technical evaluation. The minimum qualifying marks were 35. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The Evaluation Committee examined the financial proposals and evaluated the quoted prices as under Proposal Evaluated Cost

- A. Rs.120.
- B. Rs.100.
- C. Rs.110.

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

- A: $100 / 120 \times 100 = 83$ points
- B: $100 / 100 \times 100 = 100$ points
- C: $100 / 110 \times 100 = 91$ points

In the combined evaluation, thereafter, the Evaluation Committee calculated the combined technical and financial score as under:

Proposal A: $60 \times 0.70 + 83 \times 0.30 = 66.9$ points.

Proposal B: $70 \times 0.70 + 100 \times 0.30 = 79.0$ points

Proposal C: $85 \times 0.70 + 91 \times 0.30 = 86.8$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 66.9 points: H3

Proposal B: 79.0 points: H2

Proposal C: 86.8 points: H1

Proposal C at the evaluated cost of Rs.110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

15. Termination - In the event of agency committing a breach of material terms and conditions of this contract, NABARD is entitled to terminate the contract by giving 15 days' notice in writing. NABARD is also entitled to terminate the contract if agency has committed a breach of terms and conditions (not material) and the same has not been remedied within 15 calendar days of written notice from NABARD to agency. The decision of NABARD as to what constitutes material breach of terms and conditions shall be final and binding on agency. NABARD & Agency, however, are required to perform the residual obligations till the termination of the contract.

16. Indemnity - The party shall indemnify NABARD against all claims in respect of Intellectual Property Rights or other protected rights in respect of research material used for or any other material in connection with the works or temporary works and from against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof from 3rd party or in relation thereto. The parties shall defend all actions arising from such claims before any such infringement and receive their permission to proceed and shall himself pay all royalties, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The party shall also indemnify NABARD against the claim of the contract employee or damages or loss caused due to the negligence, omission or commission of any act of such employee.

Any statutory obligation arising out of the study Project / Programme, such as payment of income tax, shall be the exclusive responsibility of the agency. Exemption, if any, is required to be sought by the agency from the competent authority and file the certificate of exemption with NABARD to avoid deduction at source.

17. Applicable Law and Jurisdiction – The contract shall be governed by the laws of India for the time being in force. The courts of Mumbai shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

Appendix 1

Technical Details

(Please attach separate sheets wherever necessary, all the points indicated, shall be answered compulsorily)

Sr No	Particulars of the agency / organisation / institution	
1	Name and full postal address of the Agency	Name: Address:
2	Contact detail of the head of the agency/institution/organisation	Name: Designation: Phone No: Fax No. E-mail address:
3	Contact detail of the nodal person for the purpose of this Proposal.	Name: Designation: Phone No: Fax No. E-mail address:
4	Registration Number with Year	
5	Nature of the organisation e.g. whether registered under Section 8 of the Companies Act, 2013/an autonomous body of the Central /State Government / Academic or Research Institution etc.	
6	Objectives of the organisation (as per statute/Articles of Association etc.)	

7	Overview of the activities undertaken by the organisation.																						
8	Main fields of work																						
9	Details of Regional/State offices, if any.																						
10	Regular Staff strength of the organisation	<table border="1"> <thead> <tr> <th colspan="3">Category</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Directorial/Administrative</td> <td></td> </tr> <tr> <td>2</td> <td>Academic/Market research</td> <td></td> </tr> <tr> <td>3</td> <td>Key managers personal</td> <td></td> </tr> <tr> <td>4</td> <td>Accounts and Finance</td> <td></td> </tr> <tr> <td>5</td> <td>Support staff</td> <td></td> </tr> <tr> <td colspan="2">Total</td> <td></td> </tr> </tbody> </table>	Category			1	Directorial/Administrative		2	Academic/Market research		3	Key managers personal		4	Accounts and Finance		5	Support staff		Total		
Category																							
1	Directorial/Administrative																						
2	Academic/Market research																						
3	Key managers personal																						
4	Accounts and Finance																						
5	Support staff																						
Total																							
11	Annual turnover of the organisation in last 3 years (Rs in Crore)	<table border="1"> <thead> <tr> <th>2016-17</th> <th>2017-18</th> <th>2018-19</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	2016-17	2017-18	2018-19																		
2016-17	2017-18	2018-19																					
12	<p>Details of the projects undertaken in last 3 years, broadly similar to the proposed Survey</p> <p>(i) Name & Nature of Project(s)</p> <p>(ii) Year of commencement</p> <p>(iii) Cost of project</p> <p>(iv) Fee earned by the organisation under the project</p> <p>(v) Nature of responsibility undertaken</p> <p>(vi) Organisation for which undertaken</p> <p>(vii) Year of completion.</p>																						

	(viii) Performance highlights – accolades / outstanding achievements, if any.	
13	Whether the organisation has ever been blacklisted by Central Ministry/Deptt. or State Govt.? If yes, details.	
14	Details, which the organisation may wish to submit in support of its claim of being a reputed organisation in its field	
15	Any other related relevant information which the organization wishes to furnish.	
16.	Certificate / Undertaking:	
	We undertake:	
i.	To commence and complete the Study as per the approved time schedule.	
ii.	That the study will be open to any designated team of NABARD at any point of time.	
iii.	To submit periodic expenditure statement and utilisation certificates prescribed by NABARD from time to time.	
iv.	That we shall not publish the reports or results of Study without written prior permission from NABARD.	

18.	Bank Details	
i.	Name of the account holder to whom the payment is to be made (as appearing in the bank account) :	
ii.	Name of the Bank :	
iii.	Name, Address & Contact details of the Branch :	
iv.	Account Number :	
v.	RTGS /NEFT/IFS Code :	
vi.	Type of account (Savings / Current etc.)	

19.	Permanent Account Number (PAN) of the Agency	
-----	--	--

20.	Whether exempted from TDS? If yes, attach the copy of exemption certificate as per Section 194 J of Income Tax Act, 1961	
-----	--	--

Note: Please submit the application, fully complete in all details, as per the format, to facilitate the process, failing which the application shall not be considered.

Place :

Signature
Name and Designation
Date :

Appendix 2

Pre-Qualification Criteria and Compliance Sheet

Sr. No.	Basic Requirement	Documents Required	Provided	Reference & Page No.
1	Category of the Agency: Academic Institutions/ Policy Research Institute/ Not for Profit Organizations/ Registered Societies	1. Latest annual report indicating the category of the agency 2. Agency's profile	Yes / No Yes / No	
2	The institutions/ organizations should have been in existence for a period of at least 5 years on the date of the application	Copy of registration indicating date of registration	Yes / No	
3	Completed at least two projects in the last two years related to the assignment.	Published material and a copy of Work Order	Yes / No	
4	In-house capacity to deploy the resources who will administer the project:	CVs of Professionals	Yes / No	
5	A Project Lead/Manager with 10+ years of total work experience with minimum 5 years in managing assessment projects	CV of Professionals	Yes / No	
6	Note on scope and methodology and Sample plan	Note on methodology and Sample Plan	Yes/No	
7	Infra and tech competence	Note	Yes / No	

Appendix - 3

Form: Financial Proposal

SUBJECT: IMPACT EVALUATION STUDY ON SOCIAL SECTOR PROJECTS ASSISTED UNDER RURAL INFRASTRUCTURE DEVELOPMENT FUND (RIDF) IN THE STATES OF KERALA, KARNATAKA AND RAJASTHAN

Description	Amount (Rs.)
Fixed Lump sum Costs excluding GST (in Rs.)	
In Indian Rupees in words : _____	

Note:

- 1) No escalation on any account will be payable on the above amount.
- 2) All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.
- 3) The fee quoted above shall be exclusive of GST. GST at the applicable rate will be paid extra by NABARD.

(Signature, Name and Designation of the Authorized Signatory's)

Name of the Firm:

Address:

Date:

APPENDIX - 4
INTEGRITY PACT

Between

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

And

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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

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

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

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

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

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by 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 Advocate and Financial Consultant, 501, Tower-6 Common Wealth Games Village New Delhi - 110092	Shri P K Sangewar, Retd., PCMM / SCR, H No. 12-5-65/1, Flat No.109 Shri Harsha Sethuram Unique, Vijayapuri Colony, South Lalaguda, Secunderabad, Telengana - 500017
--	---

- (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 Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (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 Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (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 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 relevant IPC/PC Act, and the Chairman NABARD has not, within the 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 Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/contractor)
(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

