

REQUEST FOR PROPOSAL

for

Insurance for Property & Physical Assets of
the National Bank for Agriculture and Rural
Development (NABARD)

for the period: April 01, 2024 to March 31, 2025



NABARD

National Bank for Agriculture and Rural Development

Head Office

C-24, 'G' Block, Bandra Kurla Complex,

Bandra (East), Mumbai - 400 051.

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REF. NO. NB. DPSP / **2555** / DS Insurance /2023-24

02 March 2024

M/s IRDA licensed Insurance Companies

Part 1. NOTICE INVITING TENDER

Request for Proposal for Insurance of Property and assets of the National Bank for Agriculture and Rural Development (NABARD), Mumbai

1. National Bank for Agriculture and Rural Development (NABARD) intends to renew the Insurance of Property and assets of the National Bank for Agriculture and Rural Development (NABARD), Mumbai for the period 01 April 2024 to 31 March 2025, and invites e-tender through electronic bidding system from IRDA licensed Insurance Companies operating in India.
2. The bidder/System Integrator shall submit two separate E-bids for the work - Technical Bid and Financial Bid. The same can be downloaded from the website of Government e-Marketplace (GeM) and NABARD Website.
3. The interested insurers can upload their bids along with duly signed scanned copies of all relevant documents etc., in support of their technical & financial bids on the website of GeM only within the prescribed time limit. The evaluation of Tender will be based on online bids submitted by the tenderers.
4. The tender document is available on NABARD's website www.nabard.org and GeM Portal i.e. www.gem.gov.in for download. No physical copy shall be provided by NABARD and submitted to NABARD.
5. Properly filled tenders as Technical Bid (Part-I) and Price Bid (Part-II) shall be uploaded online, duly furnishing all the required information.
6. It may be noted that it will be a 02 bid system tendering wherein the 1st bid will be 'Technical Bid' and 2nd bid will be the 'Price Bid'. Tenderers are advised to submit e-tender (e-bids) through GeM portal (www.gem.gov.in) only, after carefully following the instructions related to systems and procedures as indicated in GeM.
7. Instructions regarding Technical Bid, Price Bid, submission process and description & scope of works and the services required have been elaborated in the Terms and Conditions of the tender and other parts of the tender document.
8. Integrity pact – The tenderers have to submit the duly sealed and signed Integrity pact by the authorized signatory at appropriate places at his own cost on Rs. 200/- non judicial stamp

paper as per the format in **Annexure-1** in the tender document to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact. Bank has appointed Independent Monitor **Shri Jagdeep Kumar Ghai, P&TA, FS (Retd)** (Hereinafter referred to as Monitor) for this in consultation with the Central Vigilance Commission. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format in all phases of the contract.

9. A Pre-Bid meeting is scheduled to be held on 11 March 2024 at 11.00 hrs in the Conference Hall at Ground Floor, A-Wing, NABARD Head Office, Plot C-24, G Block, Bandra Kurla complex, BKC Road, Bandra East, Mumbai, Maharashtra 400051, in the presence of Bank's officials. No questions concerning the RFP shall be directly directed to NABARD. All queries to be directed to the mentioned contact details from GIB. Questions concerning the RFP for Technical or Commercial Bids can be directed to below mentioned contact details. The clarifications given in pre bid meeting will also form part of tender document and will be uploaded on the website. NABARD reserves the right to revise the Price Bid after pre-bid meeting, if required, and same will be uploaded on website.

S.No.	Name	Email Id	Contact
1	Avinendra Pratap	avinendra.kushwah@globalinsurance.co.in	9644000332
2	Vivek Singh	vivek.singh@globalinsurance.co.in	8879271108
3	Babita Bangera	babita.bangera@globalinsurance.co.in	9820103182

10. E-Tenders must be submitted online not later than 19 March 2024. Tenders received after stipulated date and time shall not be entertained. Bidders are requested to make note of dynamic time being displayed on GeM portal of NABARD to ensure that the bids are submitted on time.
11. The Technical Bids will be opened online on 19 March 2024 in the presence of interested bidders who chose to be present or in any eventuality, on the date and time as decided by NABARD. All the bidders are advised in their own interest to be present on the specified date. No separate intimation will be given in this regard. Please note, not more than two representatives from each bidder shall be entertained. The representative has to furnish an authorization letter from the respective bidder on their letterhead for participating in the technical bid opening.
12. The Price Bid shall be opened at a later date after detailed evaluation of the technical bid. The date of opening of price bid shall be intimated separately to the technically qualified bidders only.

13. The Price Bid should not contain any conditions whatsoever and any such conditional bids received shall be rejected. In case of multiple L1 bidders, standard procedure laid down by GeM will be adopted to identify L1.
14. NABARD does not bind itself to accept the lowest bid (L1). NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever.
15. The decision of the bank shall be final and binding with regard to technical and price bids and the e-tendering process.
16. The tender will be rejected, if any bidder proposes any deviation from the prescribed technical criteria requirement.
17. Tenderers must ensure attachment of relevant documents, supporting the Pre- Qualification Criteria and Technical Document Sheets.
18. All documents that comprise the offer should be signed and sealed by the firm, as a token of acceptance to the terms and conditions specified in the tender.
19. The bids shall remain valid and open for acceptance for 90 days from the date of opening of Price Bid.
20. NABARD reserves the right to accept or reject any /all tender/s in part or whole of any firm / firms without assigning any reasons whatsoever. The decision of the Bank in this regard shall be final. In the event of intending tenderers failure to satisfy the bank, the bank reserves the right to reject the tender.
21. NABARD reserves right to change/modify/amend any or all provisions of the tender document. Such revision/amendment or corrigendum/addendum, if any, will be made available on GeM portal and NABARD's website only.
- 22.** Applications containing false and/or incomplete information are liable for rejection.

Yours faithfully,

Sd/-

(S S Garude)

Assistant General Manager

PART 2: INTRODUCTION

2.1 Introduction

1. National Bank for Agriculture and Rural Development (NABARD) is an apex development financial institution in India having its headquarters in Mumbai (Maharashtra) and Regional Offices all over the country.
2. NABARD has authorized Global Insurance Brokers Pvt. Ltd. (GIB) to solicit insurance proposals through a two-stage bidding process (comprising Technical and Financial Bids) from IRDA licensed Insurance Companies operating in India for NABARD Property and Physical assets. Bidders are invited to submit their proposal in accordance with the enclosed Request for Proposal (**RFP**) terms which are also available at www.nabard.org and GeM Portal <https://gem.gov.in>
3. The Bank invites tender for renewal of Property & Physical Assets Insurance Policy for the period of April 01, 2024 to March 31, 2025 from IRDA licensed Insurance Companies operating in India.
4. This document shall be read along with all the annexures and RFP in entirety, as these are integral parts of this document.
5. Complete confidentiality should be maintained. Information provided here should be used for its intended scope and purpose. Retention of this RFP signifies the bidder(s) agreement to treat the information as confidential. The bidder(s) must agree to bear all costs related to the preparation of their proposal.
6. All entries in the tender should be entered in Technical & Financial formats without any ambiguity.
7. If you decide to decline this RFP, we request written confirmation, by email, of your intent and reason(s) for declining the RFP within two working days i.e. by March 6, 2024 of your receipt of this RFP.
8. No questions concerning the RFP shall be directly directed to NABARD. All queries to be directed to the mentioned contact details from GIB.
9. Questions concerning the RFP for Technical or Commercial Bids can be directed to below mentioned contact details:

S.No.	Name	Email Id	Contact
1	Avinendra Pratap	avinendra.kushwah@globalinsurance.co.in	9644000332
2	Vivek Singh	vivek.singh@globalinsurance.co.in	8879271108
3	Babita Bangera	babita.bangera@globalinsurance.co.in	9820103182

10. NABARD & GIB assume no responsibility or liability for any costs you may incur in responding to this RFP, including travel costs, attending meetings, etc.

2.2 Time Schedule for Tender Process

a. Portal Address	www.nabard.org and GeMportal https://gem.gov.in
b. Mode of Tender	Electronic-tendering system through gem.gov.in (Part I - Technical Bid and Part II - Financial Bid)
c. Date of Notice Inviting Tender (NIT) available to parties to download	02 March, 2024
d. View Tender Date on gem Portal (gem.gov.in)and nabard.org web portal	02 March, 2024
e. Date of starting for submission of online Technical Bid and Financial Bid	02 March, 2024
f. Communicate Intent to Bid	16 hrs on 06 March, 2024
g. Written questions regarding RFP to Global Insurance Brokers Pvt. Ltd.	11 hrs on 07 March, 2024
h. Date & time of closing of Tender for submission of online Technical and Financial Bid	19 March, 2024
i. Date & time of opening of Part I (i.e. Technical Bid) followed by Part II (i.e. Financial Bid)	19 March, 2024

2.3 Proposal Requirements

1. The following sections include the information necessary for your organization to respond to this RFP. Your proposal must:
 - a) Consider April 01, 2024 as the effective date for Policy placement and administration;
 - b) Provide premium quotes in the requested format as stated. Premium quoted shall be inclusive of brokerage, if any, as per IRDAI norms.
 - c) Answer all questions in following sections clearly and concisely; and submissions shall be made on GeM portal.
2. Failure to submit the proposal within the stipulated time will result in disqualification of the proposal.

PART 3: GENERAL INFORMATION

3.1 Objective:

The objective of the RFP is to ensure that the proposed NABARD Property and Physical Asset Insurance is managed effectively and in a cost-effective manner, as far as possible. The insurer should possess the flexibility to respond to NABARD's current and changing needs.

1. NABARD's primary objective in inviting this RFP is to attract insurer/insurers who:
 - i. Match the desired plan design,
 - ii. Qualifies as per the Eligibility Criterion set forth by the Bank as per guidelines,
 - iii. Demonstrate the ability to deliver high quality services at a competitive price.
2. This RFP provides the required information to enable the bidder(s) to prepare and submit proposals to NABARD through Global Insurance Brokers Pvt. Ltd.

3.2 Response Format

1. If you intend to respond to this proposal, please send a confirmation mail to Global Insurance Brokers Pvt. Ltd. at the latest by 16.00 Hrs. on 06 March 2024.
2. No questions concerning the RFP are to be directed to NABARD and no answers will be provided over the phone. Please submit all questions in writing by email to Global Insurance Brokers Pvt. Ltd. by 11.00 Hrs. on 07 March, 2024. The Insurance Broker will send a written response by email to substantive questions as soon as possible.
3. Your proposal must clearly indicate the name of the responding organization, as well as the name, address, and telephone number of the primary contact at your organization for this proposal. Your proposal must include the contact's name for the local service and account management team that NABARD/ Global Insurance Brokers Pvt. Ltd. can call directly.
4. NABARD and Global Insurance Brokers Pvt. Ltd. assume no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings, visits, or negotiations.

3.3 Deviations from RFP Specifications

1. It is intended that you should concur to these specifications in full. Do not quote any alternative Plan Designs. Please quote the requested financial arrangements only. Any deviation will make the bidder liable to be disqualified.
2. Insurer/Bidder will be bound to comply with the provisions set forth in this RFP. Please provide Non-Deviation Declaration as per Annexure – 3, on company letter head, accepting all terms and condition in this RFP duly signed by authorized signatory.

PART 4: PROPOSAL INSTRUCTIONS

4.1 Proposal requirements

1. It may be noted that it will be a 2 bid system tendering consisting following parts:
 - a. **Part-I: Technical Bid**
 - i. Integrity pact –duly sealed and signed by the authorized signatory at appropriate places (Annexure-1)
 - ii. Technical details of the Company (Annexure-2; Section-1)
 - iii. Non-Deviation Declaration (Annexure-2; Section-2)
 - iv. Terms & Conditions of the policy (as per the enclosed RFP) (Annexure-2; Section-3)
 - b. **Part-II: Financial Bid** (Anenxure-3)
2. Tenderers are advised to submit e-tender (e-bids) through GeM portal (www.gem.gov.in) only, after carefully following the instructions related to systems and procedures as indicated in GeM.
3. The tenderers have to submit the duly sealed and signed Integrity pact by the authorized signatory at appropriate places at his own cost on Rs. 200/- non judicial stamp paper as per the format in **Annexure-1** in the tender document to become eligible to participate in the tender. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact. The bank has appointed Independent Monitor **Shri Jagdeep Kumar Ghai, P&TA, FS (Retd)** (Hereinafter referred to as Monitor) for this in consultation with the Central Vigilance Commission. It must be noted that the only Bidders who are willing to enter into Integrity Pact (IP) with the Bank on every stage of bidding, will be eligible to participate in the bidding process. Tenderer must implement Integrity Pact (IP) in the prescribed format in all phases of the contract.
4. It would be a preliminary qualification and bid documents will not be considered in the absence of the Integrity Pact.
5. You may please note that Pre-Contract Integrity pact is invariably to be signed by the authorized signatory at appropriate places, sealed, and stamped on non-judicial stamp paper of Rs 200/- as per the proforma given in the tender document along with the Part-I (Technical Bid) of the tender; failing which, the tender will be summarily rejected.
6. The 'Technical Bid' will contain the exhaustive and comprehensive technical details indicated in Annexure- 2 and 3, and 'Financial Bid' will contain the Pricing information as indicated in Annexure-4. **The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid will be disqualified and will NOT be processed further.**

Your response should be organized into the following sections:

Section-1	Executive Summary
Section-2	Technical details of the Company (as per Annexure-2; Section-1 to this RFP)
Section-3	Non- Deviation Letter (as per Annexure-2; Section-2 to this RFP)
Section-4	Enclosed RFP copy duly signed and stamped. (as per Annexure-2; Section-3 to this RFP)
Section-5	Financial bids (as per Annexure-3 to this RFP) Premium quoted should be inclusive of all charges excluding GST/ As per format attached.
Section-6	Enclosures to be included with Proposal should be signed and stamped

4.2 Important Note:

1. The '**Integrity Pact**' document is attached as **Annexure-1**. Compliance to Integrity Pact' is mandatory and shall be the pre-qualification criteria. **Non-submission of 'Integrity Pact' shall disqualify the prospective vendor/bidder at the initial stage and their Technical/Financial bids shall not be opened.**
2. Prospective vendors/bidders are requested to submit a duly signed by the authorized signatory at appropriate places and stamped 'Integrity Pact' (as per enclosed format) on an INR 200 Stamp Paper.
3. All proposal responses will be opened in front of a Committee constituted for this purpose in NABARD in the presence of representatives of each bidder insurance company, if they choose to remain present.
4. **Quotes:** The rates must be final and considered firm regardless of actual claims experience as on the policy effective date. Premium quoted shall be inclusive of brokerage, if any, as per IRDAI norms.
5. **Terms:** Your proposal must not include "Cancellation" and/or "Premium/ Claims Review" clause.
6. **Endorsement:** Premium for endorsement (addition / deletion) should be computed as per tariff.
7. National Bank for Agriculture and Rural Development reserves the right to:
 - a) Reject any or all responses received in response to the RFP without assigning any reason whatsoever.
 - b) Cancel the RFP /Tender at any stage, without assigning any reason whatsoever.
 - c) Waive or Change any formalities, irregularities, or inconsistencies in this proposal (format and delivery). Such a change/ waiver would be duly and publicly notified on NABARD's website www.nabard.org and gem.gov.in before the closure of the bid date.

- d) Extend the time for submission of all proposals and such an extension would be duly communicated by Global Insurance Brokers Pvt. Ltd. to all the bidders.
- e) Select the next most responsive bidder if the first most responsive bidder evaluated for selection fail to result in an agreement within a specified time frame.
- f) Select the bidder even if a single bid is received as response.
- g) Share the information/ clarifications provided in response to RFP by any bidder, with all other bidder(s) / others, in the same form as clarified to the bidder raising the query.

4.3 Bidder's Eligibility (all mandatory provisions)

- a) The bidder must have a valid license issued by IRDA for procuring insurance business in India.
- b) The bidder must have unblemished track record of minimum five years of operations in general insurance business in India without break.
- c) The bidders must have recorded a progressively increasing trend in their premium collection turnover for the last three years and the same, as on 31st December 2023, should be at least Rs.1,000 Crore.
- d) Companies with Solvency Ratio less than 1.5 as per the latest IRDAI norms are not eligible. However, **the Solvency Ratio norm is not applicable to the Public Sector Undertakings.**

4.4 Process to be adopted for Evaluation of the Bids

- a) In the first stage, only the Technical Bids with signed and stamped Integrity Pact will be opened, and Technical Bids in respect of only those bidders who fulfill the details indicated in the Annexure-2 will be considered.
- b) The Technical Bids will be evaluated based on technical details of the company and the points to be awarded are as per the parameters mentioned below:

Evaluation criteria for Technical Bids:

Sr.No.	Criterion	Points	Total
1	Number of Years Since License given by IRDA as on 28.02.2023		10
	1.Upto 3 Years	4	
	2. 4 to 6 years	6	
	3. 7 to 10 Years	8	
	4. Above 10 Years	10	
2	Gross Total Premium underwritten within India (Rs. In Crore) as on 31.12.2023		10
	1.Up to Rs. 1000 Crores	4	
	2.>Rs. 1001 Crores - Rs 2000 Crores	6	
	3.>Rs 2001 Crores -Rs. 4000 Crores	8	
	4. > Rs. 4000 Crores	10	

Sr.No.	Criterion	Points	Total
3	Property Premium underwritten within India (Rs. In Crore) as on 31.12.2023		10
	1. Up to Rs. 250 Crores	4	
	2. >Rs. 251 Crores - Rs. 500 Crores	6	
	3. >Rs. 501 Crores - Rs.750 Crores	8	
	4- > Rs. 751 Crores	10	
4.	No. of Offices in India as on 31.12.2023		10
	0-50	4	
	51-100	6	
	101-150	8	
	Above 150	10	
5.	Number of Public Sector Undertakings being serviced by you (On Any Lines) as on 31.12.2023		10
	0-10	4	
	11-20	6	
	21-30	8	
	31-40	10	
6.	Property Insurance Claim Settlement Ratio as per Latest IRDAI Published Statistics		10
	Upto 60%	4	
	61-70 %	6	
	71-80%	8	
	Above 80%	10	

- c) Bidders meeting the basic eligibility criteria and scoring equal to or more than 60% points as per the above evaluation, will qualify for the next stage of bidding.
- i. In order to qualify the next stage, the bidder must have submitted Non-Deviation Declaration (Annexure-2; Section-2) and enclosed RFP duly signed and stamped.
 - ii. In the last & final stage, the Financial Bids of only those bidders, who have qualified through the above process on the basis of evaluation of their Technical Bids, will be opened. In case of eliminated bidders, their financial bid will not be considered. The Financial component will have a weightage of 100% and the lowest bidder will be awarded the contract.

4.5 Bid Submission

1. The bid should be **signed by the bidder, or any person duly authorized** to bind the bidder to the contract. The signatory should give a declaration and through authenticated documentary evidence establish that he/she is empowered to sign the tender documents and bind the bidder. **All pages of the tender documents**, except brochures (if any), are to be signed by the authorized signatory.
2. The bid should contain no interlineations, erasures, or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.
2. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
3. No columns of the tender should be left blank. Bids with insufficient information and Bids which do not strictly comply with the stipulations given above, are liable for rejection.
4. The bids will be opened in the presence of authorized representatives of the bidders. However, the representative of the bidder has to produce an authorization letter from the bidder to represent them at the time of opening of Integrity Pact/Technical / Financial Bids. In case the bidder's representative is not present at the time of opening of bids, the quotations / bids will still be opened at the scheduled time at the sole discretion of the NABARD.

PART 5: PLAN DESIGN AND RELATED DOCUMENTS

5.1 Plan Design

As per enclosed RFP, which forms an integral part of this tender, and shall be read together in entirety.

5.2 Attachment:

Policy Sum Insured (as per Annexure-4)

PART 6: RFP TERMS AND CONDITIONS

6.1 Following additional terms and conditions shall apply to the evaluation process:

- (a) **Bidder warranties** - By submitting a Response, Bidder represents and warrants to NABARD that, as at the date of submission:
- i. The Bidder has fully disclosed to NABARD in its Responses all information which could reasonably be regarded as affecting in any way NABARD's evaluation of the Response;
 - ii. All information contained in the Bidder's Response is true, accurate and complete and not misleading any way;
 - iii. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the Bidder threatened against or otherwise involving the Bidder which could have an adverse effect on its business, assets or financial condition or upon NABARD's reputation if the Response is successful;
 - iv. The Bidder will immediately notify NABARD of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the Bidder's business, assets or financial conditions, or NABARD's reputation or render the Bidder unable to perform its obligations under the NABARD agreement, if any or have a material adverse effect on the evaluation of the responses by NABARD; and
 - v. The Bidder has not and will not seek to influence any decisions of NABARD during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other Bidders.
- (b) **Confidentiality** - Bidder must keep confidential any information received from or about NABARD as result of or in connection with the submission of the Response. All information contained in the Response, or in subsequent communications shall be deemed confidential and may be used only in connection with the preparation of Bidder's Response. Unless expressly agreed in writing prior to submission, Responses are not confidential and may be used by NABARD in whole or part. NABARD however, will not disclose the information provided by Bidder in a Response other than to its affiliates or to its professional advisors, unless required otherwise by any provisions of law. Additionally and at any point of the evaluation and selection process.
- (c) **Disclaimer** - Whilst all reasonable care has been taken in compiling this Response document, the figures, documents and details are presented in good faith; and no warranty or guarantee (express or implied) is given by NABARD as to the completeness or accuracy of the Response or any information provided in or in connection with it. To the maximum extent permitted bylaw:
- i. NABARD and Global Insurance Brokers Pvt. Ltd., its officers, employees and agents will not be liable in any way whatsoever for any loss, damage, cost or expense (including without limitation any liability arising from any fault or negligence on their part) arising from the evaluation process; and
 - ii. Each Bidder releases and indemnifies NABARD and Global Insurance Brokers Pvt. Ltd., from all claims, suits, demands, proceedings, actions, liabilities, damages and costs which may arise under statute, law, equity or otherwise arising from, whether directly or indirectly, or in connection with the evaluation and selection process.

- (d) This RFP is not an offer to contract, nor should it be construed as such; it is a definition of specific NABARD requirements and an invitation to recipients to submit a responsive proposal addressing such requirements. NABARD reserves the right to make no selection and enter into no agreement as a result of this RFP. Only the execution of a written agreement between NABARD and a vendor will obligate NABARD in accordance with the terms and conditions contained in such agreement.
- (e) It shall be understood that your response to this RFP constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, NABARD may, at its option, incorporate all or any part of your response to this RFP in the contract. NABARD reserves the right to accept your offer without further discussions and without any additional opportunity for you to amend, supplement or revise your submitted letter.
- (f) **NABARD's right to verify** - NABARD and Global Insurance Brokers Pvt. Ltd. reserves the right to conduct a site survey or obtain other evidence of facilities, resources, and managerial, financial and Bidder performance abilities prior to announcing the successful Bidder or awarding an agreement under this evaluation process.
- (g) **Financial documents** - NABARD may request additional financial/business information from the Bidder at its discretion.
- (h) **Selection criteria** - The selection criteria, enquiries, questions, or information put forth in the Response are meant to be provided on the aforesaid and established through the details submitted by the bidder in the Technical Bid. Financial bids of those companies which do not meet the evaluation standard of 60% marks, will not be opened and processed further.
- (i) **Termination/ or suspension of evaluation process** - NABARD reserves the right to suspend or terminate the Bidder evaluation process (in whole or in part) at any time in its absolute discretion and without liability to the Bidder or any third party. Bidders will be notified if any suspension or termination occurs but NABARD is not obliged to provide any reasons.
- (j) **Other Rights** - Without limiting its rights under any other clause of this evaluation process or at law, and without liability to the Bidder or any third party, NABARD may at any stage of the evaluation process:
- a. Require additional information from the Bidder;
 - b. Change the structure and timing of the evaluation process;
 - c. Terminate further participation in the evaluation process by a Bidder;
 - d. Negotiate with more than one Bidder;
 - e. Terminate negotiations being conducted with the Bidder;
 - f. Vary or extend the timetable and evaluation process;
 - g. Accept any non-complying Response; or
 - h. Vary the terms and conditions of the evaluation process, the RFP or specifications or requirements at any time.
- (k) **Responsibility for cost** - Bidder is responsible for all costs, expenses or liabilities incurred by them or on their behalf in relation to the evaluation process (including in

relation to providing NABARD with the response, the revised response or any additional information

- (l) **Non-Reliance by bidder** - Bidder, by submitting a Response, acknowledges that:
- i. it does not rely on any information, representation or warranty, whether oral or in writing or arising from other conduct, other than that specified in this RFP or otherwise provided by NABARD in writing;
 - ii. it has made its own inquiries as to regarding the risks, contingencies and other circumstances that may have an effect on the Bidder's Response as well as the accuracy, currency or completeness of such information, and
 - iii. the information provided in its Responses are based on historical trends does not constitute a representation that such trends will continue into the future or occur again and nothing contained in its Response can be relied upon as a commitment, guarantee or representation regarding future events or performance.
- (m) **NABARD's right to vary** - NABARD reserves the right to vary any aspect of this evaluation process, RFP without liability to Bidder. Where NABARD varies any aspect of this evaluation process or the agreement, NABARD shall notify the Bidder of that variation.
- (n) **Incorporation of Responses into agreement** - The successful Bidder as concluded by NABARD shall sign a NABARD agreement. NABARD may, at its sole discretion, incorporate any portion of any successful Response of a successful Bidder in to the final NABARD agreement. NABARD may require a successful Bidder to submit, before negotiation of the NABARD agreement, details of issues which may affect their ability to act as a Bidder.
- (o) **Precedence of Documents** - If there is any inconsistency between the terms of this RFP and any of its appendices, schedules or attachments then, unless the contrary is explicitly stated in this RFP, the terms of the RFP will prevail to the extent of any inconsistency.
- (p) **Governing Laws and Dispute Resolution** - The RFP and selection process shall be governed by and construed in accordance with the laws of India. Any dispute arising out of the RFP process shall be referred to arbitration under the Arbitration & Conciliation Act, 1996 (read with amendment thereunder). The arbitral tribunal shall consist of three arbitrators - one each to be appointed by NABARD and the Bidder and the two appointed arbitrators then appointing an umpire. The venue of arbitration shall be Mumbai.

ANNEXURE -1**संविदा पूर्व सत्यनिष्ठा करार****PRE CONTRACT INTEGRITY PACT**

(₹200 ./- के न्यायिकेतर मुद्रांक पर प्रस्तुत किया जाए
(to be submitted On Rs. 200/- Non-judicial stamp paper)

बोली पूर्व संविदा पूर्व यह करार) इसके बाद यहाँ इसे सत्यनिष्ठा करार कहा गया है (दिनांक _____ को एक पक्षकार राष्ट्रीय कृषि और ग्रामीण विकास बैंक) नाबार्ड (के प्रतिनिधि श्री _____, मुमप्र, डीपीएसपी, नाबार्ड, प्रका, मुंबई, (इसके बाद यहाँ इसे" नियोक्ता "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके कार्यालय के उत्तराधिकारी और समनुदेशिती शामिल होंगे (और दूसरे पक्षकार मैसर्स _____ के प्रतिनिधि श्री _____, मुख्य कार्यकारी अधिकारी) जिन्हें बाद में यहाँ" निविदाकार "कहा गया है, इस अभिव्यक्ति में, जब तक संदर्भ से अन्यथा अभिप्रेत न हो, इसमें उनके उत्तराधिकारी और अनुमत समनुदेशिती शामिल होंगे (के बीच निष्पादित किया गया है .

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ between, on one hand, National Bank for Agriculture and Rural Development (NABARD), represented by Shri _____, CGM, NABARD, DPSP, NABARD, HO , Mumbai hereinafter called the "Employer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called "Tenderer" which expression shall include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

जबकि नियोक्ता "-----
--" का कार्य कराने का प्रस्ताव करता है और निविदाकर्ता इस कार्य के लिए कोटेशन देने हेतु इच्छुक है / कोटेशन की पेशकश की है और

WHEREAS the Employer proposes to carry out the work of "_____" and the Tenderer is willing to offer/ has offered the quotes and

जबकि निविदाकर्ता एक निजी कंपनी/सार्वजनिक कंपनी/सरकारी उपक्रम/साझेदारी/पंजीकृत निर्यात एजेंसी है, जिसका गठन इस मामले में संबंधित कानून के अनुसार किया गया है और नियोक्ता नाबार्ड अधिनियम, 1981 के तहत स्थापित निकाय कॉर्पोरेट है, जिसका मुख्यालय प्लॉट नंबर सी-24, ब्लॉक 'जी', बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व), मुंबई पर स्थित है ।

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

अतः अब NOW, THEREFORE,

किसी भी प्रकार के भ्रष्टाचार से बचने कि लिए एक निष्पक्ष, पारदर्शी और अनुबंध की अवधि से पहले, उसके दौरान और बाद में किसी भी प्रभाव/पूर्वाग्रह से मुक्त व्यवस्था का पालन करने के लिए निष्पादित करार :

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

उच्च लागत और सार्वजनिक खरीद पर भ्रष्टाचार के विकृत प्रभाव से बचते हुए परिभाषित विशिष्टताओं के अनुरूप प्रतिस्पर्धी मूल्य पर वांछित स्टोर / उपकरण प्राप्त करने के लिए नियोक्ता को सक्षम करना और

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

निविदाकर्ताओं को अनुबंध को सुरक्षित करने के लिए रिश्वत देने या किसी भी भ्रष्ट आचरण में लिप्त होने से रोकने के लिए उन्हें यह आश्वासन देकर सक्षम करना कि उनके प्रतियोगी भी रिश्वत देने और अन्य भ्रष्ट प्रथाओं से दूर रहेंगे और नियोक्ता पारदर्शी प्रक्रियाओं का पालन करते हुए अपने पदाधिकारियों द्वारा किसी भी रूप में भ्रष्टाचार को रोकने के लिए प्रतिबद्ध होंगे।

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

संबन्धित पक्ष यहां इस सत्यनिष्ठा करार का निष्पादन कराते हैं और निम्नानुसार सहमत हैं :

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

नियोक्ता की प्रतिबद्धता Commitments of the Employer

नियोक्ता यह वचन देता है कि अनुबंध से प्रत्यक्ष या अप्रत्यक्ष रूप से जुड़े नियोक्ता का कोई भी अधिकारी, सीधे या मध्यस्थों के माध्यम से किसी भी रिश्वत, विचार, उपहार, इनाम, पक्ष या किसी सामग्री या अभौतिक लाभ की मांग नहीं करेगा या स्वीकार नहीं करेगा। बोली प्रक्रिया, बोली मूल्यांकन, अनुबंध से संबंधित अनुबंध या कार्यान्वयन प्रक्रिया में लाभ के बदले में निविदाकर्ता से स्वयं के लिए या अनुबंध से संबंधित किसी भी व्यक्ति, संगठन या तीसरे पक्ष के लिए कोई अन्य लाभ की मांग नहीं करेगा ।

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

नियोक्ता, पूर्व-अनुबंध चरण के दौरान, सभी निविदाकारों के साथ समान व्यवहार करेगा और सभी निविदाकारों को समान जानकारी प्रदान करेगा और किसी विशेष निविदाकर्ता को ऐसी कोई जानकारी प्रदान नहीं करेगा, जो अन्य निविदाकारों की तुलना में उस विशेष निविदाकर्ता को लाभ दे सके।

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

नियोक्ता के सभी अधिकारी उपयुक्त सरकारी कार्यालय को उपरोक्त प्रतिबद्धताओं के किसी भी प्रयास या पूर्ण उल्लंघन के साथ-साथ इस तरह के उल्लंघन के किसी भी संदेह के बारे में सूचित करेंगे।

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

यदि ऐसे किसी अधिकारी की ओर से किसी पूर्ववर्ती कदाचार की सूचना निविदाकर्ता द्वारा नियोक्ता को पूर्ण और सत्यापन योग्य तथ्यों के साथ दी जाती है और उसे प्रथम दृष्टया नियोक्ता द्वारा सही पाया जाता है, तो आवश्यक अनुशासनात्मक कार्यवाही, या कोई अन्य कार्रवाई नियोक्ता द्वारा उचित समझे जाने पर आपराधिक कार्यवाही सहित शुरू किया जा सकता है और ऐसे व्यक्ति को अनुबंध प्रक्रिया से संबंधित आगे के व्यवहार से वंचित कर दिया जाएगा। ऐसे मामले में जब नियोक्ता द्वारा जांच की जा रही हो, तो अनुबंध के तहत कार्यवाही को रोका नहीं जाएगा।

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

निविदाकर्ता की प्रतिबद्धता Commitments of TENDERERS

निविदाकर्ता अपनी बोली के किसी भी चरण के दौरान या अनुबंध से पहले या अनुबंध के बाद के चरण के दौरान भ्रष्ट प्रथाओं, अनुचित साधनों और अवैध गतिविधियों को रोकने के लिए सभी उपायों के साथ खुद को प्रतिबद्ध करता है ताकि अनुबंध को सुरक्षित किया जा सके या इसे सुरक्षित करने के लिए और विशेष रूप से निम्नलिखित के लिए खुद को प्रतिबद्ध करेगा : -

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

-

3.1. निविदाकर्ता सीधे या मध्यस्थों के माध्यम से, किसी भी रिश्त, उपहार, प्रतिफल, इनाम, एहसान, किसी भौतिक सारहीन लाभ या अन्य लाभ, कमीशन, शुल्क, दलाली या प्रलोभन की पेशकश नियोक्ता के किसी भी अधिकारी को प्रत्यक्ष या अप्रत्यक्ष रूप से नहीं करेगा। बोली प्रक्रिया, या अनुबंध से संबंधित किसी भी व्यक्ति, संगठन या तीसरे पक्ष को बोली, मूल्यांकन, अनुबंध और अनुबंध के कार्यान्वयन में किसी भी लाभ के बदले में प्रलोभन नहीं देगा।

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

3.2. निविदाकर्ता यह भी वचन देता है कि उसने किसी भी अधिकारी को प्रत्यक्ष या अप्रत्यक्ष रूप से कोई रिश्त, उपहार, विचार, इनाम, पक्ष, कोई भौतिक या सारहीन लाभ या अन्य लाभ, कमीशन, शुल्क, दलाली या प्रलोभन नहीं दिया है, देने की पेशकश या वादा नहीं किया है। नियोक्ता या अन्यथा अनुबंध की खरीद में या अनुबंध प्राप्त करने या निष्पादन के संबंध में किसी भी कार्य को करने या करने से मना करने या बैंक के साथ किसी भी अन्य अनुबंध के संबंध में किसी भी व्यक्ति को पक्ष या प्रतिकूल दिखाने के लिए मना करने के लिए अनुबंध या बैंक के साथ कोई अन्य अनुबंध नहीं करेगा।

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

3.3. निविदाकर्ता एजेंटों और प्रतिनिधियों के नाम और पते का खुलासा करेंगे और भारतीय निविदाकर्ता अपने विदेशी सिद्धांतों या सहयोगियों का खुलासा करेंगे।

TENDERERS shall disclose the name and address of agents and representatives and Indian TENDERERS shall disclose their foreign principles or associates.

3.4. निविदाकर्ता इस बोली/अनुबंध के संबंध में एजेंटों/दलालों या किसी अन्य मध्यस्थ को उनके द्वारा किए जाने वाले भुगतान का खुलासा करेंगे।

TENDERERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.5. निविदाकर्ता आगे पुष्टि करता है और नियोक्ता को घोषणा करता है कि निविदाकर्ता रक्षा भंडारों की मूल निर्माता/इंटीग्रेटर/प्राधिकृत सरकारी प्रायोजित निर्यात इकाई है और उसने हस्तक्षेप, सुविधा या किसी भी तरह से किसी भी व्यक्ति या फर्म या कंपनी को शामिल नहीं किया है, चाहे वह भारतीय हो या विदेशी। नियोक्ता या उसके किसी पदाधिकारी को निविदाकर्ता को अनुबंध प्रदान करने के लिए अधिकारिक तौर पर या अनौपचारिक रूप से, और न ही ऐसी किसी मध्यस्थता, सुविधा या सिफारिश के

संबंध में ऐसे किसी व्यक्ति, फर्म या कंपनी को कोई राशि का भुगतान किया गया है, वादा किया गया है या भुगतान करने का इरादा है।

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

3.6. निविदाकर्ता, या तो बोली प्रस्तुत करते समय या पूर्व-अनुबंध वार्ता के दौरान या अनुबंध पर हस्ताक्षर करने से पहले, नियोक्ता के किसी पदाधिकारियों या उनके परिवार के सदस्यों, एजेंटों, दलालों, मध्यस्थ को किए गए किसी भी भुगतानों के लिए सहमत सेवाओं के विवरण का खुलासा हेतु प्रतिबद्ध रहेगा।

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

निविदाकर्ता बोली प्रक्रिया, बोली मूल्यांकन, अनुबंध और अनुबंध के कार्यान्वयन की पारदर्शिता, निष्पक्षता और निविदा प्रक्रिया की प्रगति को कम करने के लिए अनुबंध में रुचि रखने वाले अन्य निविदाकर्ताओं के साथ सांठगांठ नहीं करेगा।

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

निविदाकर्ता किसी भी प्रकार के भ्रष्ट आचरण, अनुचित तरीकों और अवैध गतिविधियों के बदले में कोई भी लाभ स्वीकार नहीं करेगा।

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

निविदाकर्ता, नियोक्ता द्वारा प्रदान की गई किसी भी जानकारी का अनुचित तरीके से प्रतिस्पर्धा या व्यक्तिगत लाभ के प्रयोजनों के लिए या किसी भी इलेक्ट्रॉनिक डेटा वाहक में निहित जानकारी सहित योजनाओं, तकनीकी प्रस्तावों और व्यावसायिक विवरणों सहित किसी भी व्यावसायिक संबंध के हिस्से के रूप में किसी जानकारी का उपयोग नहीं करेगा। निविदाकर्ता उचित और पर्याप्त सावधानी बरतने का भी वचन देता है कि ऐसी कोई जानकारी प्रकट नहीं की जाती है।

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

निविदाकर्ता पूर्ण और सत्यापन योग्य तथ्यों के समर्थन के बिना किसी भी शिकायत को सीधे या किसी अन्य तरीके से देने से बचने के लिए प्रतिबद्ध है।

The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

निविदाकर्ता किसी भी तीसरे व्यक्ति को उपरोक्त वर्णित कार्यों में से कोई भी कार्य करने के लिए उकसाएगा या भड़काने का कारण नहीं बनेगा।

The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

यदि निविदाकर्ता या निविदाकर्ता का कोई कर्मचारी या निविदाकर्ता की ओर से कार्य करने वाला कोई भी व्यक्ति प्रत्यक्ष या अप्रत्यक्ष रूप से नियोक्ता के किसी भी अधिकारी का रिश्तेदार है, या वैकल्पिक रूप से यदि नियोक्ता के किसी अधिकारी के किसी रिश्तेदार का निविदाकर्ता की फर्म में वित्तीय हित/हिस्सेदारी है, तो निविदा भरने के समय निविदाकर्ता द्वारा इसका उल्लेख करना होगा।

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

इस उद्देश्य के लिए 'रिश्तेदार' शब्द कंपनी अधिनियम 1986 की धारा 6 में परिभाषित किए अनुसार होगा

The term 'relative' for this purpose would be as defined in Section 6 of the Companies

Act 1986

निविदाकर्ता नियोक्ता के किसी भी कर्मचारी से, प्रत्यक्ष या अप्रत्यक्ष रूप से, पैसा उधार नहीं लेगा अथवा देगा या किसी भी प्रकार के आर्थिक लेनदेन में शामिल नहीं होगा।

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

पिछला उल्लंघन Previous Transgression

निविदाकर्ता यह घोषणा करता है कि इस सत्यनिष्ठा समझौते पर हस्ताक्षर करने से ठीक पहले पिछले तीन वर्षों में इसके अन्तर्गत परिकल्पित किसी भी भ्रष्टाचार के संबंध में किसी भी देश में किसी भी अन्य कंपनी के साथ अथवा भारत में किसी भी सार्वजनिक क्षेत्र के उद्यमों के साथ या भारत में किसी भी सरकारी विभाग के साथ किसी भी भ्रष्ट आचरण के संबंध में ऐसा कोई भी उल्लंघन नहीं हुआ है, जिससे कि निविदा प्रक्रिया से निविदाकर्ता के बहिष्करण को उचित ठहराया जा सकता है।

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

निविदाकर्ता इस बात से सहमत है कि यदि वह इस विषय पर गलत बयान देता है, तो निविदाकर्ता को निविदा प्रक्रिया से अयोग्य घोषित किया जा सकता है, यदि अनुबंध, पहले से ही दिया गया है, तो ऐसे कारण से समाप्त किया जा सकता है।

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

बयाना राशि (सुरक्षा जमा) / Earnest Money (Security Deposit)

निविदाकर्ता मूल्य बोली प्रस्तुत करते समय, नाबार्ड के पक्ष में ऑनलाइन के माध्यम से रुपये -----
----- लाख बयाना / सुरक्षा जमा की राशि नियोक्ता के पास जमा करेगा।

While submitting Price bid, the TENDERER shall deposit an amount Rs...../- Earnest Money/ Security Deposit, with the EMPLOYER through online in favour of NABARD.

बयाना राशि / सुरक्षा जमा एक वर्ष की अवधि तक या निविदाकर्ता और नियोक्ता दोनों की पूर्ण संतुष्टि के लिए संविदात्मक दायित्वों के पूर्ण समापन तक, दोष दायित्व अवधि सहित, जो भी बाद में हो, वैध होगा।

The Earnest Money/ Security Deposit shall be valid up-to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the TENDERER and the EMPLOYER, including defect liability period, whichever is later.

सफल निविदाकर्ता के मामले में क्रय संविदा में परफॉर्मंस बांड से संबंधित आलेख में एक खंड भी शामिल किया जाएगा कि नियोक्ता द्वारा परफॉर्मंस बांड की जब्ती के लिए नियोक्ता द्वारा लिए गए निर्णय के मामले में परफॉर्मंस बांड की जब्ती के लिए उल्लंघन के लिए प्रतिबंध के प्रावधान, इस संधि के उल्लंघन के लिए प्रतिबंध हेतु कोई कारण बताए बिना, लागू होंगे।

In case of the successful TENDERER a clause would also be incorporated in the Article retaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

नियोक्ता द्वारा निविदाकर्ता को बयाना राशि/सुरक्षा जमा राशि पर इसके चलन की अवधि के दौरान कोई भी ब्याज देय नहीं होगा.

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

उल्लंघन के लिए प्रतिबंध Sanctions for Violations

निविदाकर्ता या उसके द्वारा नियुक्त किसी भी व्यक्ति या उसकी ओर से कार्य करने वाले (चाहे निविदाकर्ता के जानकारी के साथ या उसके बिना) उपरोक्त प्रावधानों का कोई भी उल्लंघन, जहां भी आवश्यक हो, नियोक्ता निम्नलिखित सभी या इनमें से किसी एक कार्रवाई का हकदार होगा : -

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

निविदाकर्ता को बिना कोई कारण बताए या कोई मुआवजा दिये बिना पूर्व अनुबंध वार्ता को तत्काल रद्द कर सकता है। हालांकि, अन्य निविदाकारों के साथ कार्यवाही जारी रहेगी।

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

बयाना राशि जमा (पूर्व-अनुबंध चरण में) और/या सुरक्षा जमा/निष्पादन बॉन्ड (अनुबंध पर हस्ताक्षर किए जाने के बाद) नियोक्ता द्वारा तय किए गए अनुसार या तो पूरी तरह से या आंशिक रूप से जब्त कर लिया जाएगा और इसलिए नियोक्ता को कोई कारण बताने की आवश्यकता नहीं होगी .

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

निविदाकर्ता को कोई मुआवजा दिए बिना अनुबंध को तुरंत रद्द करना, यदि पहले से ही हस्ताक्षर किए गए हैं।

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

भारतीय निविदाकर्ता होने की स्थिति में नियोक्ता द्वारा भुगतान की गई सभी राशियों पर भारतीय स्टेट बैंक की मुख्य उधार दर से 2% अधिक ब्याज के साथ वसूली की जाएगी जबकि निविदाकर्ता भारत के अलावा किसी अन्य देश से होने की स्थिति में भुगतान की गई राशि पर 2% एलआईबीओआर की वसूली की जाएगी। यदि किसी अन्य कार्य के लिए दूसरे ठेके के संबंध में नियोक्ता द्वारा निविदाकर्ता को कोई बकाया भुगतान किया जाना है, तो ब्याज सहित इस राशि से बकाया राशि की वसूली की जाएगी.

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

नियोक्ता द्वारा ब्याज सहित पहले से किए गए भुगतान की वसूली के लिए, अग्रिम बैंक गारंटी और प्रदर्शन बांड/वारंटी बांड के नकदीकरण के लिए, यदि निविदाकर्ता द्वारा प्रस्तुत किया गया है।

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

निविदाकर्ता के साथ सभी या किसी अन्य अनुबंध को रद्द करने के लिए। इस तरह के रद्दीकरण/निरस्तीकरण के परिणामस्वरूप नियोक्ता को होने वाली किसी भी हानि या क्षति के लिए निविदाकर्ता को मुआवजे का भुगतान करने के लिए उत्तरदायी होगा और नियोक्ता, निविदाकर्ता को देय धन (धनों) से देय राशि से वसूली का हकदार होगा।

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

निविदाकर्ता को भारत सरकार की भविष्य की बोली प्रक्रियाओं में भाग लेने से कम से कम पांच साल की अवधि के लिए प्रतिबंधित करना, जिसे नियोक्ता के विवेक पर आगे बढ़ाया जा सकता है।

To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EMPLOYER.

इस ठेके को प्राप्त करने की दृष्टि से किसी बिचौलिए या एजेंट या ब्रोकर को इस समझौते के उल्लंघन में भुगतान की गई सभी राशियों की वसूली के लिए।

To recover all sums paid in violation of this Pact by TENDERER(S) to any middleman or agent or broker with a view to securing the contract.

ऐसे मामलों में जहां नियोक्ता द्वारा निविदाकर्ता के साथ हस्ताक्षरित किसी अनुबंध के संबंध में अपरिवर्तनीय साख पत्र प्राप्त हुए हैं, उसे नहीं खोला जाएगा।

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

इस समझौते के उल्लंघन के लिए मंजूरी लगाने के लिए कोई कारण बताए बिना नियोक्ता द्वारा इसे जब्त करने के निर्णय के मामले में द्वारा परफार्मेंस बांड की जब्ती।

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

नियोक्ता इस समझौते के पैरा में उल्लिखित सभी या किसी भी कार्रवाई को निविदाकर्ता या उसके द्वारा नियोजित किसी भी व्यक्ति या उसकी ओर से कार्य करने वाले (चाहे हमारे द्वारा निविदाकर्ता के ज्ञान के बिना) के आयोग पर भी करने का हकदार होगा। भारतीय दंड संहिता, 1860 के अध्याय IX या भ्रष्टाचार निवारण अधिनियम, 1988 या भ्रष्टाचार की रोकथाम के लिए अधिनियमित किसी अन्य क़ानून में परिभाषित अपराध पर कार्रवाई करने का अधिकार होगा ।

The EMPLOYER will be entitled to take all or any of the actions mentioned at para of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), of an offence as defined in Chapter IX of the

Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

निविदाकर्ता द्वारा इस करार के प्रावधानों के उल्लंघन के संबंध में नियोक्ता का निर्णय अंतिम और निविदाकर्ता के लिए बाध्यकारी हालांकि, निविदाकर्ता इस समझौते के प्रयोजनों के लिए नियुक्त स्वतंत्र बाहरी मॉनिटर से संपर्क कर सकता है।

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

उल्लंघन शर्त / Breach Condition / Fall Clause

निविदाकर्ता यह वचन देता है कि उसने भारत सरकार के किसी अन्य मंत्रालय /विभाग अथवा सार्वजनिक उपक्रम के संबंध में वर्तमान बोली में प्रस्तावित मूल्य से कम कीमत पर समान उत्पाद/प्रणालियों या उप-प्रणालियों की आपूर्ति नहीं की है और यदि किसी भी स्तर पर यह पाया जाता है कि निविदाकर्ता ने भारत सरकार के किसी अन्य मंत्रालय /विभाग या सार्वजनिक क्षेत्र के उपक्रम को कम कीमत पर आपूर्ति की गई थी, तो वही कीमत बीते हुए समय के लिए उचित छूट के साथ लागू होगी। यदि अनुबंध पहले ही समाप्त हो गया है, तो वर्तमान मामले और लागत में अंतर को निविदाकर्ता द्वारा नियोक्ता को वापस कर दिया जाएगा।

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

स्वतंत्र बाहरी मॉनिटर / Independent External Monitors

नियोक्ता ने केंद्रीय सतर्कता आयोग के परामर्श से इस समझौते के लिए स्वतंत्र बाहरी मॉनिटर श्री पी. के. सांगवार (इसके बाद मॉनिटर के रूप में संदर्भित) को नियुक्त किया है।

The EMPLOYER has appointed Independent External Monitor Shri Jagdeep Kumar Ghai, P&TA, FS (Retd) (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

मॉनिटर का कार्य स्वतंत्र और निष्पक्ष रूप से समीक्षा करना होगा कि पक्षकारों / पार्टियां इस समझौते के तहत दायित्वों का पालन करती हैं या नहीं ।

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

मॉनिटर पक्षकारों / पार्टियों के प्रतिनिधियों के निर्देशों के अधीन नहीं होगा और अपने कार्यों को निष्पक्ष और स्वतंत्र रूप से करेगा।

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

दोनों पक्ष स्वीकार करते हैं कि मॉनिटर को बैठक के कार्यवृत्त सहित परियोजना/खरीद से संबंधित सभी दस्तावेजों तक पहुंचने का अधिकार है।

Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

मॉनिटर को इस समझौते के उल्लंघन का पता चलता है या विश्वास करने का कारण होता है, तो वह नियोक्ता द्वारा नामित प्राधिकरण को सूचित करेगा।

As soon as the Monitor notices or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EMPLOYER.

निविदाकर्ता स्वीकार करता है कि मॉनिटर के पास नियोक्ता द्वारा प्रदान किए गए दस्तावेजों सहित नियोक्ता के सभी परियोजना दस्तावेजों तक बिना किसी प्रतिबंध के पहुंच का अधिकार है। निविदाकर्ता मॉनिटर को उनके अनुरोध और वैध हित के प्रदर्शन पर, उनके परियोजना प्रलेखन के लिए अप्रतिबंधित और बिना शर्त पहुंच प्रदान करेगा। यही बात उप-निविदाकर्ताओं पर भी लागू होगी। मॉनिटर निविदाकर्ता/उप-निविदाकर्ता(ओं) की जानकारी और दस्तावेजों को गोपनीय रखने के लिए संविदात्मक दायित्व के अधीन होगा।

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

नियोक्ता परियोजना से संबंधित पक्षकारों/पार्टियों के बीच सभी बैठकों के बारे में पर्याप्त जानकारी मॉनिटर को प्रदान करेगा बशर्ते ऐसी बैठकें पार्टियों के बीच संविदात्मक संबंधों पर प्रभाव डाल सकती हैं। पार्टियां मॉनिटर को ऐसी बैठकों में भाग लेने के विकल्प की पेशकश करेंगी।

The EMPLOYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

मॉनिटर, नियोक्ता/ निविदाकर्ता से सूचना प्राप्त होने की तिथि से 8 से 10 सप्ताह के भीतर नियोक्ता के नामित प्राधिकारी को एक लिखित रिपोर्ट प्रस्तुत करेंगे और यदि आवश्यक है, तो समस्यात्मक स्थितियों में सुधार के लिए प्रस्ताव देंगे।

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

जांच की सुविधा/ Facilitation of Investigation

इस समझौते के किसी भी प्रावधान के उल्लंघन या कमीशन के भुगतान के किसी भी आरोप के मामले में, नियोक्ता या उसकी एजेंसियों को निविदाकर्ता के बही-खातों सहित सभी दस्तावेजों की जांच करने का अधिकार होगा और निविदाकर्ता अंग्रेजी में आवश्यक जानकारी और दस्तावेज उपलब्ध करेगा तथा इस प्रकार की जांच में हर संभव मदद करेगा।

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

विधि और अधिकार क्षेत्र/ Law and Place of Jurisdiction .

यह करार भारतीय कानून के अधीन होगा। कार्य स्थान और अधिकार क्षेत्र नियोक्ता का स्थान होगा।

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

अन्य कानूनी कार्रवाई/ Other Legal Actions

इस सत्यनिष्ठा करार में निर्धारित कार्रवाईयों किसी भी अन्य कानूनी कार्रवाई पर प्रतिकूल प्रभाव डाले बिना होगी, जो किसी भी नागरिक या आपराधिक कार्यवाही से संबंधित मौजूदा कानून के प्रावधानों के अनुसार हो सकती हैं।

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

वैधता / Validity

इस सत्यनिष्ठा करार की वैधता हस्ताक्षर करने की तिथि से लेकर वारंटी अवधि सहित पाँच वर्षों तक अथवा नियोक्ता और निविदाकर्ता/विक्रेता दोनों की संतुष्टि से अनुबंध के पूर्ण निष्पादन तक जो भी बाद में हो वैध होगी। यदि निविदाकर्ता कार्यनिष्पादन करने में असफल होता है, तो, यह सत्यनिष्ठा समझौता अनुबंध पर हस्ताक्षर करने की तारीख से छह महीने के बाद समाप्त हो जाएगा।

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

यदि, इस करार के एक या कई प्रावधान अमान्य हो जाते हैं, तो इस समझौते का शेष करार वैध रहेगा .ऐसी स्थिति में पक्षकार मूल उद्देश्य के अनुसार एक सहमति पर पहुंचने का प्रयास करेंगे .

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

निम्नलिखित पक्षकार इस सत्यनिष्ठा करार को यहां निम्नानुसार हस्ताक्षर करते हैं

The parties hereby sign this Integrity Pact at _____ on -
_____.

नियोक्ता / EMPLOYER

निविदाकर्ता /TENDERER

पदनाम/ Designation

मुख्य कार्यकारी अधिकारी
Chief Executive Officer

नाबार्ड NABARD

अधिकारी का नाम

Name of the Officer

पार्टियां इसके द्वारा इस इंटिग्रिटी पैक्ट पर हस्ताक्षर करती हैं

साक्ष्य Witness

साक्ष्य Witness

1. _____

2.

* विदेशी आपूर्तिकर्ताओं के भारतीय एजेंटों की भागीदारी के संबंध में नियोक्ता की नीति के अनुसार इन शर्तों के प्रावधानों में संशोधन /हटाने की आवश्यकता होगी.।

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

ANNEXURE - 2

**TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD AND SIGNED BY THE
AUTHORISED SIGNATORY WITH SEAL**

Technical Bid for Policy Period 01st April 2024 to 31st March 2025

Section 1 - Technical details of the Company

Sr.No.	Parameters	Response
1	Number of Years Since License given by IRDAI as on 28. 02. 2023	
2	Gross Total Premium underwritten within India (Rs. in Crores) as on 31.12.2022	
3	Property Premium underwritten within India (Rs. In Crores) as on 31.12.2022 (Including Fire & Engineering)	
4	No. of offices in India as on 28.02.2023	
5	Number of Public Sector Undertakings being serviced by you (On Any Lines) as on 28.02.2023	
6	Property Insurance Claim Settlement Ratio as per latest IRDAI Published Statistics	

1. We have read and understood the terms and conditions of the RFP and express our agreement to them and confirm that decisions of National Bank for Agriculture & rural Development with regard to RFP will be binding on us.
2. The information contained in the bid sheet is correct to the best of our knowledge and belief.
3. We further confirm that our company is in a position to comply with all the requirements in the RFP.

Date:

Place: (Signature of Authorized Signatory) with seal of company

**TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD AND SIGNED BY THE
AUTHORISED SIGNATORY WITH SEAL**

ANNEXURE-2

Technical Bid for Policy Period 01st April 2024 to 31st March 2025

Section 2 – Non Deviation Declaration

To,

The Chief General Manager
NABARD Head Office,
Plot No. C-24, G block, Bandra Kurla Complex,
Bandra (East), Mumbai, Maharashtra – 400051

Dear Sir / Madam,

We, _____ (name of Insurance Company), hereby confirm that our bid conforms to all the proposed terms, conditions of this RFP including but not limited to proposed covers, additional covers, limits of insurance, deductibles, additional clauses as mentioned in the section “**Plan Design and Related Documents**”, **including templates/annexures and all other terms & conditions of the RFP.**

We hereby enclose the duly acknowledged RFP document as confirmation/agreement with the RFP without any deviations.

Yours truly,

Name:

Designation:

Name of Company:

**TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD AND SIGNED BY THE
AUTHORISED SIGNATORY WITH SEAL**

ANNEXURE-2

Technical Bid for Policy Period 01st April 2024 to 31st March 2025

Section 3 – Terms and Conditions

(Duly signed and stamped copy of the enclosed RFP without any mention of rates and premium.)

Annexure-3

**TO BE SUBMITTED ON THE COMPANY'S LETTER HEAD AND SIGNED BY THE
AUTHORISED SIGNATORY WITH SEAL**

Financial Bid for Policy Period 01st April 2024 to 31st March 2025

Particulars	Amount (Rupees)
Premium before Tax*	
Add: Applicable Taxes (GST)	
Total Premium including Taxes	
Total Premium including taxes in Words	

*Premium should be valid for a period of 12 months effective 01 April 2024.

NOTE:

- **All the premium calculations have to be rounded off to the nearest rupee value and inclusive of maximum brokerage as per IRDA.**
 - Example: INR 5.46 should be rounded down to INR 5 and INR 5.54 should be rounded up to INR 6 and INR 5.50 should be rounded up to INR 6
- **Please share Policy Premium.**
 - Please note the final placement and Insurer Selection will be on Portfolio Basis.

Date:

Place: (Signature of Authorized Signatory) with seal of company

Annexure -4**Sum Insured Annexure:**

Policy	Particulars of Property		Sum Insured (in Rs)
Office Package Policy	Fire Section Office Buildings (@ BKC and Sterling Center- Mumbai) including FF, EEI, MBD and specific items	Standard Fire and Special Perils Policy (Earthquake, STFI) Terrorism covered under separate policy Add ons as per RFP.	2,58,74,15,728
	Burglary Section (Furniture and Fixtures and Electronic Equipment)	Coverages as per Standard Burglary policy along with add-ons as per RFP.	18,02,81,385
	Electronic Equipment Insurance Section (BKC Location) (Desktops, Printers, Scanners, Projectors and other items related to insured business)	Coverages as per Standard EEI policy SI already covered under Fire Section. add-ons as per RFP.	5,39,31,436
	Machinery Breakdown Section (BKC location) (Central AC Unit , Elevators transformers, solar power system, baggage scanners, DG sets, rising mains, electrical panels, etc. and any other such asset installed at insured's premises.)	Coverages as per Standard MBD policy SI already covered under Fire Section. add-ons as per RFP.	11,37,29,578
	All Risk Section (Various Location) Portable Equipment including Laptop, IPA, cameras, etc. pertaining to NABARD	(Coverages - All Risk but not limited to Burglary, Theft, Larceny, Transit, etc including Electrical and Mechanical breakdown), Assets included in Fire section SI for SFSP Cover, EQ, STFI . Worldwide Territory. add-ons as per RFP.	1,90,54,545
Dwellings	Staff Quarters (@ BKC, Dadar, Kandivali, Santacruz, Ghatkopar and Lower Parel)	All terms and conditions as per Bharat Griha Raksha. Terrorism covered under separate policy. add-ons as per RFP.	4,15,72,49,351
Electronic Equipment Insurance	Data Centres at 2 locations (Faridabad and Mhappe) IT equipment's and related items to insured	Coverages as per Standard EEI policy Adds on as per RFP.	24,87,58,652
Electronic Equipment Insurance	(Items such as SDWAN, VC, Switch, Firewall and other items related to NABARD business) - PAN India NABARD Offices	Coverages as per Standard EEI policy Adds on as per RFP.	28,76,26,635
Sabotage and Terrorism Insurance cover extended to include Terrorism Third-Party Liability	Office Premises and Dwellings	Coverages as Mentioned in RFP.	6,74,46,65,079
Comprehensive General Liability Insurance	Premises owned, occupied, operated by the insured	Coverages as Mentioned in RFP.	10,00,00,000

Claims:**As on 29.02.2024:**

Policy Year	Premium + GST	Claim Settled	Claim Pending
2021-22	12,49,456	0	0
2022-23	13,61,470	0	0
2023-24	13,14,101	0	0