

NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
HUMAN RESOURCES MANAGEMENT DEPARTMENT
REGIONAL OFFICE , THIRUVANANTHAPURAM



Ref: NABARD/HRD/BILLS/1/2023-24

REQUEST FOR EMPANELMENT (RFE)

**NOTICE FOR EMPANELMENT OF SUPPLIERS / STOCKISTS / CHEMISTS FOR
SUPPLY OF DRUGS & MEDICINES TO 02 DISPENSARIES OF NABARD,
THIRUVANANTHAPURAM.**

National Bank for Agriculture and Rural Development (NABARD), intends to prepare a panel of suppliers / stockists / chemists (hereinafter referred to as Chemists for brevity) for supply of medicines to NABARD's 02 dispensaries at Thiruvananthapuram. The panel will be valid for a period of two years i.e. from **01 April 2024 to 31st March 2026**, subject to satisfactory performance. **The expected Annual Procurement would be Rs.35.00 lakh.**

NABARD invites applications from such Chemists who are interested in inclusion in the panel. Chemists who fulfil the eligibility criteria and agree to the other terms and conditions mentioned in this document should apply in the prescribed form (**Annexure I**). Duly completed applications should be submitted on the [eprocure.gov.in portal](http://eprocure.gov.in) latest by 05.00 p.m. on 20th March 2024.

NABARD reserves the right to accept any or reject any or all of the applications received without assigning any reasons.

I. Eligibility

- The chemist must hold valid licenses as on the date of application in specified forms (Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with / selling of medicines like Food License. The empanelled chemists will further ensure and undertake that their licenses remain valid till the end of the contract period.
- The chemist must not have been convicted by the State Drugs Authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
- The chemist should have an annual minimum turnover of Rs.25.00 lakh for the last three years.
- The chemist should have undertaken a similar business arrangement i.e. empanelment for supply of medicines with at least one Govt. / Semi-Govt. / Public Sector organization during the last two years.

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- e) The chemist should agree to supply the medicines and consumables that NABARD indents irrespective of the brands or manufacturers. Failure to do so after execution of the purchase contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.
- f) The chemist should not have been debarred / black-listed by any Govt. / Semi- Govt. / Public Sector organization.
- g) The shop / establishment of the chemist should be situated in **Thiruvananthapuram**.
- h) GST Registration certificate should be available with the chemist.
- i) The chemist should have a computerized billing system mentioning GST No. therein.

II. Terms and Conditions

1. Scope of work

NABARD will issue a 'Request for Quotation' (RFQ) for supply of medicines from the empanelled chemists once every year on the basis of an indicative list specifying broad requirements expected during the year. NABARD will enter into an annual purchase contract with one or more chemists who offer the highest uniform discount on the MRP of the medicine/drugs to be procured. The chemists will supply the medicines/ drugs at the agreed discount in the stipulated time and at the specified place on the basis of the indents issued from time to time by NABARD. It may be noted that NABARD is not bound to procure all its requirements of medicines only from the chemist offering the highest discount. NABARD also reserves the right to split / divide its purchases among two or more chemists. NABARD also reserves the right to accept any or reject any or all of the offers that it may receive without giving any reason.

2. Pricing

In response to NABARD's RFQ, the chemist should quote uniform discount on retail price printed on strip/bottle/unit packed in respect of all items of supplies to be made under the contract irrespective of their brands or manufacturers. The rates shall be maximum discount on MRP basis. This discount shall remain uniform throughout the year irrespective of any price rise during the year for any reason whatsoever. It should be noted that liability to pay any duties, levies or taxes leviable under the law would be that of the chemist. The chemist will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc. in connection with supply to any place specified by NABARD. NABARD will pay only the labelled MRP minus the discount offered thereon. The quoted offer shall remain valid for the entire duration of the contract.

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3. Period of Empanelment

- The empanelment shall be for a period of two years subject to satisfactory performance.
- In respect of the annual purchase contract, supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

4. Documents establishing eligibility

The following documents should be submitted online along with the application on eprocure.gov.in portal.

S.No.	Documents to be submitted	Details
1.	Licenses (Form 20, 20-B, 21, 21B, 21-C & Food License)	Self-attested copies of all applicable licences held by the chemist as on the date of application.
2.	No Conviction Certificate	Copy of No Conviction Certificate from State Drugs Controller that no case is pending against the firm under the Drugs and Cosmetics Act and Rules made there under as well as under the Drugs (Price Control) Order, 1995 issued from time to time. An affidavit to the effect is acceptable in lieu thereof.
3.	Balance Sheets	Copies of the balance sheets for the last three financial years, duly certified by a Chartered Accountant.
4.	Client's Certificate	As per the format uploaded on eprocure.gov.in portal
5.	GST registration certificate/ Sales Tax registration certificate	As issued by the Government
6.	PAN allotted to the chemist	As issued by the Government
7.	Registration certificate under Shop & Establishment Act	As issued by the Government



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5. Procedure for application

Applications must be submitted to the [eprocure.gov.in portal](http://eprocure.gov.in) ONLY. No application in hard copy will be accepted. All the fields in the 'Online Application Form' hosted on the online portal must be duly filled.

The applicants who qualify the technical bid will be empaneled for a period of 02 years. NABARD will issue a 'Request for Quotation' (RFQ) to all the empaneled vendors who will be required to submit the quotations on the basis of discount on MRP. Also, the empaneled vendors will need to submit authorization certificates issued by all Original Equipment Manufacturer (OEM) to the empaneled vendor for supply of drugs to NABARD.

S.No.	Documents to be submitted	Procedure of submission
1.	Online Application Form	To be filled online on eprocure.gov.in portal
2.	Annual Purchase Contract	To be uploaded on eprocure.gov.in portal
3.	Integrity Pact	To be uploaded on eprocure.gov.in portal

All the documents which are uploaded on the nabard.eproc.in portal by the applicants must be strictly in the same format as hosted on the portal.

The chemist will be responsible to ensure that his application is submitted before the due date and time. NABARD is not responsible for non-receipt of applications within the specified date and time due to any reasons. All costs in connection with preparation of the RFE documents shall be borne by the applicant. NABARD assumes no responsibility or liability for any costs incurred by the chemist in responding to this RFE, including attending meetings, visits or negotiations.

6. Notification of acceptance and empanelment

All the applicants will be notified about the receipt of their applications through a system-generated SMS/Email on the contact details submitted by the applicants on the portal.

All the applicants who are empaneled will receive an empanelment letter inviting them to participate in the bidding process.

7. Authorised Signatory

All the documents which are uploaded on the nabard.eproc.in portal must be signed by the authorised signatory of the Chemist having acquainted himself with the general conditions laid down by NABARD.

8. Right to accept / reject any or all applications

Applications received after the due date and time or incomplete in any respect are liable to be rejected. NABARD reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons. NABARD reserves the right

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to scrap the panel at any time, without assigning any reasons thereof. NABARD's decision in this regard shall be binding and final. The Chief General Manager, NABARD Kerala Regional Office, Thiruvananthapuram has the right to modify / alter any requirements in this document at his discretion in the interest of NABARD as deemed appropriate by him. His decision in this regard shall be final.

9. Indent for and delivery of supplies

- a) On receipt of indent for supply from NABARD, the delivery of supplies in full shall be made at the premises of NABARD's dispensary to which the indent pertains, during the working hours of the dispensary as soon as possible but not later than three working days.
- b) In case of indent for specific brand of medicines/drugs, the brand shall not be substituted. In other cases medicines conforming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.
- c) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity indented of any particular medicine/drug.
- d) Every medicine/drug has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply. Medicines/Drugs that are nearing its expiry date will be returned to the chemist.
- e) The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.
- f) The chemist should not stop the supplies of the medicines/drugs without giving 30 days' notice.

10. Presentation of bills

- a) The chemist shall present the bill to Human Resources Management Department, Medical Bill Section, NABARD Kerala RO, Thiruvananthapuram, for the supplies made. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No., date of manufacture & expiry date, indent No. with date etc. and any other information required by NABARD.
- b) The bill shall be supported by the original indent along with the certificate from the authorised official of NABARD in charge of the dispensary under his/her signature, with date, seal of the office for receipt of the items indented.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

11. Payment

Payment of the bills presented will normally be arranged within 15 working days from the date of presentation of the bill. However, the chemist shall make no claim

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21/02/2014



from NABARD in respect of interest or damages in case the payment is delayed for any valid reasons.

The payment has to be through ECS for which chemist should give requisite details of bank address, account No. etc.

12. Corrupt, fraudulent or unethical practices

NABARD requires that the chemist observes the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicines/drugs to be supplied will be of standard quality. In pursuance thereof, the terms are set forth as follows:

- a) The chemist shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of NABARD in the empanelment process or in contract execution.
- b) The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of NABARD.
- c) NABARD will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.
- d) NABARD may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons:
 1. supply of sub-standard/ spurious/ substitute medicines,
 2. delay in supply/ refusal to supply/ non-supply of medicines,
 3. over charging in the bill,
 4. in case it is found that any particular medicine's date is expired or is near the date of expiry
 5. if the chemist fails to perform any other obligation(s) under the contract
 6. if NABARD feels that the Chemist has engaged in corrupt or fraudulent practices.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by NABARD, replace the medicines in question. NABARD may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

13. Indemnity

The chemist shall indemnify NABARD against all actions, suits, claims and demands brought or made against NABARD in respect of anything done or committed to be done by the chemist **including infringement of Intellectual Property Rights** in execution of or in connection with the work of this contract and against any loss or damage to NABARD in consequence to any action or suit being brought against the chemist for anything done or committed to be done in the execution of this contract.



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अनुलग्नक-1 / Annexure I

नाबाई क्षेत्रीय कार्यालय, तिरुवनंतपुरम/ NATIONAL BANK FOR AGRICULTURE AND
RURAL DEVELOPMENT / REGIONAL
OFFICE, THIRUVANANTHAPURAM

ड्रग और मेडलसिन की आपूर्ति के लिए केमिस्टों के पैनल में शामिल होने के लिए आवेदन पत्र /
APPLICATION FORM FOR EMPANELMENT OF CHEMISTS FOR SUPPLY OF
DRUGS & MEDICINES

ि.सं/ S.No	मद/ Item	बि.रिण/ Details
1	रसायनज्ञ का नाम / Name of the chemist	
2	इकाई का गठन (कंपनी/साझेदारी/स्वामित्व) Constitution of the entity (Company/ Partnership/ Proprietorship)	
3	पंजीकरण का विवरण (पंजीकरण प्राधिकारी; पंजीकरण संख्या एवं दिनांक) Details of Registration (Registering Authority; Registration No. & Date)	
4	व्यवसाय प्रारंभ करने का वर्ष Year of commencement of business	
5	जीएसटी नंबर./ GST No.	
6	स्थायी खाता संख्या / Permanent Account Number	
7	क्या निर्माता/प्राधिकृत वितरक/डीलर/एजेंसी है Whether Manufacturer/ Authorised Distributor/ Dealer/ Agency	
8	नाबाई प्रति प्रतिबद्धता व्यक्त करने के लिए मालिक/भागीदार/निदेशक/अधिकारी का नाम और पदनाम जिस अधिकृत किया गया है Name(s) of the Proprietor/Partner/ Director/ Official with designation authorized to make commitment to NABARD	
9	टेलीफोन नंबर / Telephone no मोबाइल नंबर/ Mobile no ईमेल/ e-mail:	
10	डाक पता / Mailing address	

Amrutha
21/12/2024



11	<p>क्या केमिस्ट के पास औषधि और प्रसाधन सामग्री अधिनियम, 1940 के प्रावधानों के तहत राज्य के औषधि नियंत्रण प्राधिकरणों द्वारा जारी एलोपैथिक दवाओं की विभिन्न श्रेणियों के लिए आवेदन की तिथि पर वैध लाइसेंस है? कृपया लाइसेंस का विवरण दें</p> <p>Whether the Chemist holds valid license(s) on the date of application for various categories of allopathic drugs issued by the Drug Control Authorities of the State under the provisions of Drugs and Cosmetics Act, 1940? Please give details of licenses</p>	
12	<p>क्या केमिस्ट को राज्य औषधि नियंत्रक द्वारा दोषी ठहराया गया है या दवा और प्रसाधन सामग्री अधिनियम और उसके तहत बनाए गए नियमों के साथ-साथ समय-समय पर जारी किए गए दवा मूल्य नियंत्रण आदेश के तहत केमिस्ट के खिलाफ कोई मामला लंबित है?</p> <p>Whether the Chemist has been convicted by the State Drugs Controller or any case is pending against the chemist under the Drugs and Cosmetics Act and Rules made thereunder as well as under the Drugs Price Control Order issued from time to time?</p>	
13	<p>क्या केमिस्ट के पास जीएसटी पंजीकरण प्रमाणपत्र उपलब्ध है?</p> <p>Whether GST Registration certificate is available with the Chemist?</p>	
14	<p>क्या बिलिंग प्रणाली कम्प्यूटरीकृत है?</p> <p>Whether the billing system is computerized?</p>	
15	<p>दवाओं की थोक आपूर्ति के रसायनज्ञ के सरकारी/सार्वजनिक क्षेत्र/कॉर्पोरेट ग्राहकों के नाम</p> <p>Names of the Government/ Public Sector/ Corporate clients of the chemist of bulk supply of medicines.</p> <p>संपर्क व्यक्ति का नाम और टेलीफोन नंबर भी दें।</p> <p>Also give contact person's name and telephone numbers.</p>	

Amritha
21/02/2024



16	प्रधान बैंकर का नाम और पता/ Name and address of Principal Banker. कृपया फ़ोन नंबर दें / Please give phone nos	
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I have read and understood the notice issued by NABARD, containing the eligibility criteria and the terms and conditions for empanelment of chemists and druggists for supply of drugs and medicines. I fully accept the terms and conditions. I also understand that NABARD reserves the right to accept any or reject any or all of the applications without assigning any reasons.

(Please tick the above box)

Signature

Anand
2/10/2024



अनुबंध-II / ANNEXURE - II

कार्य प्रदर्शन के संबंध में ग्राहक के प्रमाणपत्र का प्रोफार्मा

(अलग से भरा और मुद्रित किया जा सकता है) / PROFORMA OF CLIENT'S CERTIFICATE
REGARDING PERFORMANCE

(can be filled and printed separately)

ग्राहक का नाम और पता / Name & address of the client:

श्री/मैसर्स. _____ (रसायनज्ञ का नाम) द्वारा निष्पादित कार्य का विवरण /

Details of works executed by Shri/ M/s. _____ (name of chemist)

1. संक्षिप्त विवरण सहित कार्य का नाम / Name of work with brief particulars
2. अनुबंध संख्या और तारीख / Agreement number and date:
3. अनुबंध राशि (अनुमानित राशि भी स्वीकार्य है) / Agreement amount (approximates are also acceptable):
4. गैर-प्रदर्शन या शर्तों का पालन न करने पर लगाए गए जुर्माने का विवरण (राशि बताएं) यदि कोई हो /
Details of penalties levied (indicate amount) if any for non performance or non-adherence to terms.
5. उस प्राधिकारी का नाम, पता, टेलीफोन नंबर और ईमेल आईडी जिसके तहत आपूर्ति निष्पादित की गई
/ Name, address, telephone number and email id of the authority under whom supply executed

नाम और पदनाम / Name & Designation

टेलीफोन नंबर / Telephone Nos

ईमेल / Email

:

6. रसायनज्ञ की क्षमताओं पर टिप्पणियाँ / Comments on the capabilities of the chemist:
 - a) तकनीकी क्षमता / Technical proficiency
 - b) वित्तीय सद्दृढ़ता / Financial soundness
 - c) समयसीमा का पालन / Adherence to timelines
 - d) काम की गुणवत्ता / Quality of work
 - e) सामान्य व्यवहार / General behavior

Amal R
21/02/2024



अधोहस्ताक्षरी यह प्रमाणपत्र जारी करने के लिए सक्षम है/ The undersigned is competent to issue this certificate.

प्रतिहस्ताक्षरित / **Countersigned**

कार्यालय की मुहर के साथ रिपोर्टिंग अधिकारी के हस्ताक्षर/ **Signature of the Reporting Officer with office seal**

नाम और पदनाम/ Name & Designation:

नंबर/ Contact number/s

Amal R
21/02/2024



(To be printed on Rs.200/- non judicial stamp paper)

[The empanelled entity to explore e-stamping in case of non-availability of NJS]

ANNEXURE IV

Annual Purchase Contract with NABARD

**NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
HUMAN RESOURCES MANAGEMENT DEPARTMENT
REGIONAL OFFICE, THIRUVANANTHAPURAM**

1. Period of Contract

The annual purchase contract, will be for one year, i.e., from **01 April 2024 to 31st March 2026**. Supply orders will be placed against the contract up to the last date of the contract.

2. Indent for and delivery of supplies

- a) On receipt of indent for supply from NABARD, the delivery of supplies in full shall be made at the premises of NABARD's dispensary to which the indent pertains, during the working hours of the dispensary as soon as possible but not later than three working days.
- b) In case of indent for specific brand of medicines, the brand shall not be substituted. In other cases medicines conforming to Schedule M specifications of the Central Drugs Standard Control Organization shall be supplied.
- c) Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity indented of any particular medicine/drug.
- d) Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply. Medicines/Drugs that are nearing its expiry date will be returned to the chemist.
- e) The chemist will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the medicines/drugs to the concerned dispensaries.
- f) The chemist should not stop the supplies of the medicines/drugs without giving 30 days' notice.

3. Presentation of bill

- a) The chemist shall present the bill to Human Resources Management Department, Medical Bill Section, NABARD, Kerala RO, Thiruvananthapuram for the supplies made. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of manufacturer, batch No., date of manufacture & expiry date, indent No. with date etc. and any other information required by NABARD.
- b) The bill shall be supported by the original indent along with the certificate from the authorised official of NABARD in charge of the dispensary under his/her signature, with date, seal of the office for receipt of the items indented.

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21/02/2024



c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above will not be entertained.

4. Payment

Payment of the bills presented will normally be arranged within 15 working days from the date of presentation of the bill. However, the chemist shall make no claim from NABARD in respect of interest or damages in case the payment is delayed for any valid reasons.

The payment has to be through ECS for which chemist should give requisite details of bank address, account No. etc.

5. Corrupt, fraudulent or unethical practices

NABARD requires that the chemist observes the highest standards of ethics during the procurement and execution of contract for supply of medicines. The medicines/drugs to be supplied will be of standard quality. In pursuance thereof, the terms are set forth as follows:

- a) The chemist shall not resort to offering, giving, receiving or soliciting anything of value to influence the action of any official of NABARD in the empanelment process or in contract execution.
- b) The chemist shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of NABARD.
- c) NABARD will declare a chemist ineligible, either indefinitely or for a specified period of time, for award of the contract, if at any time, it determines that the chemist has engaged in corrupt and fraudulent practices in executing the contract.
- d) NABARD may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any chemist for any of the following reasons:
 - (i) supply of sub-standard/ spurious/ substitute medicines,
 - (ii) delay in supply/ refusal to supply/ non-supply of medicines,
 - (iii) over charging in the bill,
 - (iv) in case it is found that any particular medicine's date is expired or is near the date of expiry
 - (v) if the chemist fails to perform any other obligation(s) under the contract
 - (vi) if NABARD feels that the Chemist has engaged in corrupt or fraudulent practices.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the chemist shall refund the disputed/excess amount already paid by NABARD or replace the medicines in question. NABARD may stop payments due or recover the cost of such supplies from the amounts due to the chemist.

6. Indemnity

The chemist shall indemnify NABARD against all actions, suits, claims and demands brought or made against NABARD in respect of anything done or committed to be

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21/02/2024



done by the chemist **including infringement of Intellectual Property Rights** in execution of or in connection with the work of this contract and against any loss or damage to NABARD in consequence to any action or suit being brought against the chemist for anything done or committed to be done in the execution of this contract.

7. Arbitration Clause

In the event of any claim, difference, dispute or controversy and questions whatsoever arising between the parties under this RFE shall in the first instance, be attempted to be resolved between the parties themselves.

If the dispute cannot be resolved through consultations between the Parties within 30 (thirty) days after 1 (one) Party has served a written notice on the other Party requesting the commencement of such discussions, any Party may thereafter in writing, demand that the dispute be finally settled by an arbitration comprising of sole arbitrator mutually appointed by the Parties in accordance with the Arbitration and Conciliation Act, 1996 or any modifications thereof. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this Agreement and shall have experience as Arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The seat and venue of arbitration shall be Thiruvananthapuram. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties.

8. Authorised Signatory

All the pages which are submitted to NABARD must be signed by the authorised signatory of the Chemist having acquainted himself with the general conditions laid down by NABARD.

9. Confidentiality

The information between NABARD and the Chemist shall be treated as confidential and shall not be passed on in part or in full to any third party without NABARD's prior written approval.

Name of the Supplier

Seal & Signature of Authorised Person

Date

Amith B
21/02/2024





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 :



Amthir
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- 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.

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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 the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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The Independent External Monitor appointed for NABARD is

(Name & Address of the Monitor)

- (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 to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or

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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 _____



Amrutha
21/02/2024



Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



Amal K
21/02/2024

