



**Notice Inviting Tender
For
Printing and Supply of NABARD
Calendars and Diaries for the year 2022**

National Bank for Agriculture and Rural Development (NABARD)

Corporate Communications Department

2nd Floor, 'A' Wing, C-24, 'G' Block

Bandra Kurla Complex, Bandra (East).

Mumbai - 400051. Maharashtra.

Ph: 022-26539358

Important Disclaimer:

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by NABARD or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. This Notice Inviting Tender is not an offer by NABARD, but an invitation to receive response from eligible interested service providers for printing NABARD's calendars and diaries for the year 2022. No contractual obligation whatsoever shall arise from the NIT process unless and until a formal contract is signed and executed by NABARD with the Service providers. This document should be read in its entirety.

Notice Inviting Tender
For
Printing and Supply of NABARD Calendars and Diaries for the year 2022

National Bank for Agriculture and Rural Development (hereinafter referred to as “NABARD”) desires to print 24,500 calendars and 18,500 diaries for the year 2022. Corporate Communications Department, National Bank for Agriculture and Rural Development, 2nd Floor, ‘A’ wing, Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai –400051, invites estimates from eligible service providers. For a detailed description of the job, please see Tenders section of NABARD website. The last date for submission of tenders is **9th November 2021**. Last date for submission of pre-bid queries is **1st November 2021**.

Tender Time Schedule

Date of Advertisement	25.10.2021
Last date for receipt of service provider's queries	01.11.2021 (3.00 pm)
Date of Pre-bid meeting	02.11.2021 (11.30 am)
Last Date and Time for receipts of Proposals	09.11.2021 (5.00 pm)
Time & Date of Opening of technical bids	10.11.2021 (10:30 am)
Notification of shortlisted service providers after technical evaluation	12.11.2021
Opening of financial bid	12.11.2021
Issuing of work order	16.11.2021
Last date of delivery/dispatch of calendars and diaries	15.12.2021

Tender Details

All prospective service providers interested to bid must apply online through NABARD e-procurement site <https://nabard.eproc.in>. The service provider shall submit two separate e-bids for the Technical Bid and Financial bid. The details are given below:

Tender Reference No and Date	Ref. No. NB. CCD/68/CCD-29/Calendar-2021/2021-22 25 th October 2021
Tender For	Printing and Supply of NABARD Calendars and Diaries for the year 2022
Cost of NIT (Non-Refundable)	No cost will be charged for the tender document downloaded by the service providers. If hard copy is to be supplied, remittance of ₹ 1,000/- (Rupees One Thousand Only) to NABARD's Account (Account details given below) and UTR number for this transaction must be furnished. In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. Further, the service providers empanelled with NABARD will also be supplied tender documents free of

	cost. However, they will have to produce documentary evidence in support of seeking such exemption.	
Earnest Money Deposit (Refundable)	Remittance of ₹ 32,500/- (Rupees Thirty Two Thousand Five Hundred Only) to NABARD's Account (Account details is given below). The UTR number for this transaction must be indicated in the Bid Document. OR Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 90 days from the date of opening of tender as per format given in Annexure 4. (The option of submitting EMD as Bankers Cheque / Demand Draft / Pay Order is not available.)	
NABARD Account Details	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT
	Bank Name	NABARD
	Branch Name	HEAD OFFICE, MUMBAI
	IFS CODE	NBRD0000002
	Account Number (VAN)	NABADMN07
Contact Numbers	Shri Ajaya Sahu, Deputy General Manager, 022 26539358	
Email	ccd@nabard.org	
No. of e-bid documents to be submitted online	1. Technical Bid: Including Cost for NIT Document, if applicable + EMD (UTR No. & date/BG) + Documents as per the following annexures: Annexure 1: General terms and conditions Annexure 2: Specifications for Calendars 2022 Annexure 3: Specifications for Diaries 2022 Annexure 4: Proforma of Quotation: Technical Bid Annexure 5: Proforma of Quotation: Commercial Bid Annexure 6: Technical Bid - Scoring Parameters Annexure 7: Pre-bid queries	

	<p>Annexure 8: Pre Contract Integrity Pact</p> <p>Annexure 9: Certificate of acceptance</p> <p>Annexure 10: Checklist for submission of tender</p> <p>Annexure 11: Letter of Indemnity and Undertaking</p> <p>Annexure 12: Confidentiality Undertaking</p>
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Note: -

- Before bidding, the service providers are requested to carefully examine the NIT document and the terms and conditions specified therein. Service providers should notify NABARD of any error, omission or discrepancy found in this NIT document before last date and time for pre-bid queries. If any service provider requires any clarification on this NIT, they may notify NABARD in writing or by email at the bank's mailing address indicated in the NIT as per the pre-bid query format given in the Annexure 7.
- NABARD makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this NIT.
- All costs and expenses (whether, in terms of time or money) incurred by the service providers in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by NABARD, will be borne entirely and exclusively by the service providers.
- The service providers must conduct their own investigation and analysis regarding any information contained in the NIT document and the meaning and impact of that information.
- All bids (Technical & Financial) must be submitted at the same time within the time period specified above.
- The bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
- No further discussion/interface will be entertained with service providers whose bids have been technically disqualified.

- Financial Bids will be opened in the eProcurement portal and made available there for viewing. Service providers' representatives who wish to attend the financial bids opening may write to NABARD. No separate intimation will be given in this regard to the service providers for deputing their representatives. The representative/s has/have to submit an authority letter duly signed by the service provider, authorizing him to represent and attend the bid opening on behalf of the service provider.

Specifications for printing and supply of NABARD calendars and diaries for the year 2022

S. No.	Item	Year	Quantity
1	Printing of NABARD calendar	2022	24,500
2	Printing of NABARD diary	2022	18,500

The calendars and diaries are to be printed in in bilingual form i.e. in Hindi and English. Sealed quotations are invited from eligible, reputed printers located in Mumbai who have executed similar type of job for PSUs earlier.

2. The general terms and conditions for execution of the work are given in Annexure 1. The detailed specifications related to the printing of the calendars are given in Annexure 2 and specifications related to diaries are given in Annexure 3.

3. Quotations may be submitted in the prescribed proforma as given in Annexure 4 & V. All the proposals will be graded on technical and financial parameters as specified in the annexures.

4. It will be necessary to submit the artwork for our approval before printing. Similarly, copies of the cover pages, monthly leaves, inside pages, etc. also need to have our prior approval before the strike order for final printing is given. The entire work has to be completed, packaged, labelled for outstation dispatches and delivered at our Mumbai office latest by **15th December 2021**. In case of delay, a penalty of ₹ 10,000 per day will be levied for each day of delay.

5. Tender shall contain the following:

(a) A copy of the tender document with a certificate issued by the printer accepting all the terms and conditions contained in the tender document

(b) Quotation Part - I - **Technical Bid** as in 'Proforma A & B' of Annexure 4 shall be submitted separately titled as "Tender for Printing Calendars/Diaries 2022: Technical Bid"

(c) Quotation Part - II - **Commercial Bid** as in 'Proforma A & B' of Annexure V shall be submitted separately titled as "Tender for Printing Calendars/Diaries 2022: Commercial Bid".

6. Quotations, as per details given above (point no.5) may be submitted by 17.00 hours on or before 9th November 2021.

7. Technical Bid Opening: On the basis of the given technical parameters and samples submitted and visits to inspect printing facilities, if considered necessary, the opened Technical Bids will be evaluated and shortlisted. Bidders who qualify in the Technical Bid will be allotted scores according to quality parameters as in Annexure 6. On a scale of 100, 70 marks have been allotted for Technical Bid.

8. Financial/Commercial Bid Opening: The Financial/Commercial Bid of only those printers who have been shortlisted and given scores as above will be opened. On a scale of 100, 30 marks have been allotted for Financial Bid.

9. The combined scores of Technical and Financial Bids will determine the H1 (bidder with highest scores) and the work order will be given to the H1. Financial/Commercial Bids, which are not as per Proforma A/B or incomplete in any respect, shall be rejected summarily.

10. The tender should be **submitted strictly as per the Proforma A and B of Annexure 4 & 5**. Proforma should be either typed or written legibly in English. Alterations, if any, in the Tender should be attested properly by the person signing the same. Tenders with alteration, which are not authenticated as above, may result in

rejection of the tender. Over-writing on the tender may render the tender as invalid at the discretion of NABARD.

11. It has been decided that only experienced and reputed printers with experience of having carried out bulk printing of at least 20,000 calendars for reputed firms/Govt. organisations/Commercial Banks, etc. should be entrusted with the work. As regards diaries, it has been decided to execute the work with **exclusive diary making firms** based in Mumbai. **Interested diary makers may submit documents that may substantiate their claim of being exclusive diary making firms.** Excise registered units may submit the relevant documents. The diary makers are requested to submit sample diaries produced by them in the last two years. Only those calendar printers and diary making firms who qualify in the technical round will be eligible for participation in the financial bid. We have, therefore, specified that the bidders should **provide copies of at least 3 work orders of this nature and amount handled in the past along with payment there against as proof of this experience.**

12. The printer should have the capability to print publications in English and Hindi. For this, the printer is required to have appropriate latest software and computer capability. The printer would also have to ensure that PC operators, adequately proficient in both Hindi and English, are available with them for speedy and timely completion of the work. Printers having prior experience of printing of similar work would be preferred.

13. All the material sent to the printer shall be treated as confidential and should not be disclosed in any manner to any unauthorised person under any circumstances. Strict adherence to time schedule in respect of these publications is necessary. Printed copies, with defective printing or of inferior quality cover page/paper/impressions/binding shall be rejected and shall have to be replaced immediately by the printer at his own cost.

14. NABARD reserves the right to accept/reject any or all quotations in full or part at its discretion without assigning any reason thereof and the NABARD's decision in this regard shall be final.

15. We look forward to high quality work to be executed within a stipulated time schedule.

16. Pre-Contract Integrity Pact: All prospective service providers interested to bid must sign a pre-contract integrity pact as per Annexure 8. Tenders submitted without Pre-contract Integrity Pact will summarily be rejected and their subsequent Technical bid and Financial bid will not be opened.

17. How to apply? Please submit your proposal online through NABARD e-procurement site, <https://nabard.eproc.in>. The service provider shall submit two separate e-bids for the Technical Bid and Financial bid.

- a) The bank reserves the right to change the dates mentioned above or in the NIT, which will be communicated through the NABARD's website.
- b) Non-enclosure of Earnest Money Deposit (EMD) of ₹ 32,500/- (Rupees Thirty Two Thousand Five Hundred Only) or equivalent amount of Bank Guarantee will result in rejection of bid.
- c) The service provider shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this NIT.
- d) No binding legal relationship will exist between any of the service provider and NABARD until execution of a contractual agreement to the full satisfaction of NABARD.
- e) All invoices should be made in the name of CGM, CCD, NABARD, HO, Mumbai with official email ID as ccd@nabard.org.
- f) Public Procurement Policy on Micro and Small Enterprises (MSEs):
 - 14.1 NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.
 - 14.2 These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

- 14.3 Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances
- g) NABARD shall be governed by the Public Procurement (Preference to Make in India) Order, 2017 – Revision dated 29 May 2019 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission of all necessary documents as envisaged under the Order.

18. Pre-bid queries

A meeting to clarify pre-bid queries will be conducted in NABARD Head Office at 11.30 am on 2nd November 2021. Last date and time of receiving pre-bid queries by email is 03:00 pm on 01.11.2021.

19. Period of bid validity

The Bids shall be valid for a period of six months from the date of opening of tender.

20. Evaluation

NABARD will evaluate the bids following the process as stated in Sl. No. 8 above. The evaluation criteria shall be based on the requirements stated in this bid document at annexure 6.

21. Terms of Payment

Following would be the payment schedule for each Phase:

On awarding of the contract	25%
On executing Performance Bank Guarantee	10%
On completion of entire work to the satisfaction of NABARD	65%

22. Notification of Award

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the bidding company/ partnership firm/ proprietary firm in the tender response. Any change of address of the company/ partnership firm/

proprietary firm should therefore be promptly notified to the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, 2nd Floor, 'A' wing, Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai –400051 (Telephone: 022 26539885; email: ccd@nabard.org)

23. Penalties

All calendars and diaries should be properly packed and dispatched latest by **15th December 2021** as per our mailing instructions which will be made available in due course by NABARD. Penalty will be levied @ ₹ 10,000 per day for delay beyond 15.12.2021.

24. Performance Bank Guarantee

- a) The service provider shall, at his own expense, deposit with the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, within 15 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure 3, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the Supplier.
- b) The Performance Bank Guarantee may be discharged by the Bank upon being satisfied that there has been due performance of the obligations of the service provider under the contract. The Performance Bank Guarantee shall be valid up to six months after the end of the assignment period.
- c) Failure of the service provider to comply with the above requirement, or failure of the service provider to enter into a contract within 7 days or within such extended period, as may be specified by the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

25. Right of NABARD to accept or reject the bid

- a) NABARD reserves the right to accept/reject any or all offers submitted in response to this without assigning any reason whatsoever.

b) NABARD reserves the right to shortlist the service provider based on the requirement of the Bank and may call service providers for a presentation or otherwise before an evaluation committee, at service provider's cost.

c) NABARD shall be entitled to terminate the agreement with the service provider at any time giving 15 days prior written notice to the service provider if the service provider breaches its obligations under the NIT or the subsequent agreement and if the breach is not cured within 10 days from the date of notice by NABARD.

26. Effect of Termination

The service provider agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed/rendered by the service provider to NABARD or its designee to ensure smooth handover and transitioning of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.

- a) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- b) In case the NABARD wants to continue with the service provider's services after the completion of this contract then the service provider shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.
- c) The Bank shall make such prorated payment for services rendered by the service provider and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that the service provider is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the service provider.
- d) Termination shall not absolve the liability of NABARD to make payments of undisputed amounts to the service provider for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming

into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

27. Indemnity

- a) The selected service provider shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure 11.
- b) Selected service provider shall keep NABARD, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, sub-contractors etc.
- c) The indemnification is only a remedy for NABARD. The Selected service provider is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by NABARD arising out of claims made by its customers and/or regulatory authorities.
- d) However, the selected service provider would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

28. Liability of the Selected service provider

- a. NABARD shall hold the selected service provider, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the contract.
- b. Selected service provider shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected service provider and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the NABARD under the contract to be issued for this tender. Such

liability of the Selected service provider will be restricted to the actual amount of the contract.

- c. However, the selected service provider would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.
- d. "Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits."

29. Negligence

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

30. Force Majeure

- a) The service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of NABARD either in fires, floods, strikes, lock-outs and freight embargoes.
- b) If a Force Majeure situation arises, the service provider shall promptly notify NABARD in writing of such conditions and the cause thereof immediately.

Unless otherwise directed by NABARD in writing, the service provider shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- c) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months. NABARD and the service provider shall hold consultations with each other in an endeavour to find a solution to the problem.
- d) Notwithstanding the above, the decision of NABARD shall be final and binding on the service provider.

31. Pricing

It is absolutely essential for the service provider to quote the lowest price at the time of making the offer in its own interest. In the event of NABARD not satisfied with the Price Discovery in this process, bank reserves the right to initiate the tendering process again through Limited or Open tender.

32. Information Ownership

All information processed, stored, or transmitted by service provider belongs to NABARD. The service provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

33. Publicity

Any publicity by the service provider in which the name of NABARD is to be used should be done only with the explicit written permission of NABARD.

34. Compliance with Laws

- a) Compliance with all applicable laws: The service provider shall undertake to observe, adhere to, abide by, comply with and notify NABARD about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NABARD and its employees/officers/staff/personnel/representatives/ agents from any failure

or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

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

35. Resolution of Disputes

- a) All disputes and differences of any kind whatsoever, arising out of or in connection with this NIT and/or the Purchase Order thereafter or in the discharge of any obligation arising under this NIT and/or the Purchase Order shall be resolved amicably.
- b) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this NIT and shall have prior experience as arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- c) The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the courts at Mumbai only.
- d) The award shall be final and binding on both the parties.

- e) Work under the agreement shall be continued by the service provider during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the NIT, no payment due, or payable by NABARD, to the service provider shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.
- f) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this NIT, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

36. Privacy & Security Safeguards

The service provider shall not publish or disclose in any manner, without NABARD's prior written consent, the details of any security safeguards designed, developed, or implemented by the service provider under this contract or existing at any Bank location. The service provider shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all NABARD data and sensitive application software. The service provider shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without NABARD's prior written consent, the details of any security safeguards designed, developed, or implemented by the service provider under this contract or existing at any Bank location.

37. Contract Re-Negotiation

NABARD will reserve a right to re-negotiate the price and terms of the entire contract with the service provider at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

38. Corrupt and Fraudulent Practices

- a) As per Central Vigilance Commission (CVC) directives, it is required that service providers/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
 - "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NABARD and includes collusive practice among service providers (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive NABARD of the benefits of free and open competition.
- b) NABARD reserves the right to reject a proposal for award if it determines that the service provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NABARD reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

39. Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this NIT or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this NIT all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

40. Violation of Terms

NABARD clarifies that it shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction (*place of jurisdiction at Mumbai*) may deem necessary or appropriate to restrain the service provider from committing any violation or enforce the performance of the covenants, obligations and representations contained in this NIT. These injunctive remedies are cumulative and are in addition to any other rights

and remedies NABARD may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

41. Non-Disclosure Information

The selected service provider shall not, without NABARD's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NABARD in connection therewith, to any person other than a person employed by the service provider in the performance of the work assigned to them. The selected service provider shall be required to sign a Non-Disclosure Agreement/Confidentiality Undertaking with NABARD as per the prescribed format provided in Annexure 12.

42. No Commitment to Accept Lowest or Any Offer/Bid

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

43. Signing of the Bid

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

44. Costs of Preparation & Submission of Bid

The service provider shall bear all costs for the preparation and submission of the bid. NABARD shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

45. Confidentiality of the Bid Document

The service provider, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

46. Certificate of Acceptance & Checklist

The service provider is expected to sign the certificate of acceptance as per Annexure 9 and submit the tender documents as per the checklist in Annexure 10.

Annexure I

GENERAL TERMS AND CONDITIONS

Printing and Distribution of NABARD Calendars and Diaries 2022

- i. Sample calendar and diary should be approved before printing/manufacturing.
- ii. The selected printer should provide copy of invoice received from the paper supplier towards purchase of papers indicated in annexure 2 & 3.
- iii. The order can be increased or reduced by 5% for supply at the quoted rate.
- iv. All calendars and diaries should be properly packed and dispatched latest by **15th December 2021** as per our mailing instructions which will be made available in due course by NABARD. Penalty will be levied @ ₹ 10,000 per day for delay beyond 15.12.2021.
- v. Specified number of calendars and diaries will have to be delivered to our Mumbai office at no extra cost.
- vi. Calendars and diaries meant for dispatch to outstation centers are to be packed and labelled with address as per the numbers, which will be indicated by NABARD.
- vii. The consignment for outstation centers will be picked from the printer's premises by a courier service firm appointed by NABARD.
- viii. No cost in respect of damage/mutilated calendars or diaries will be reimbursed.
- ix. 25% advance payment will be made by the Bank. Income tax, etc. will be deducted at source (TDS) as required under I.T. Act at applicable rates.
- x. Any delay in adhering to the prescribed delivery schedule or failure to supply requisite number of calendars and diaries of agreed quantity and specifications would entitle the NABARD to cancel the order. In such an event, NABARD shall not be liable to pay any amount and the supplier shall not be entitled to recover from NABARD any amount by way of damages, loss or otherwise for such cancellation of the order but at the same time NABARD shall be entitled to recover the loss which it may incur on account of non-delivery or late delivery or on account of placing order with other suppliers and recover from the printer/supplier the difference between the price at which it has been agreed to supply and the price at which NABARD will be forced to place fresh orders.

Annexure 2

SPECIFICATIONS FOR CALENDARS

(1) Wall Calendars – Quantity: 24,500 Nos.

(a) Total of 24,500 calendars in 17” (Width) x 22” (Height) size with four color printing on 157 GSM Xtella Brilliant White paper for 6 month leaves and on 128 GSM Xtella Brilliant White paper for 2 fly leaves providing for:

- i. 8 sheets (6 months and 2 fly leaves) with both side printing in four colors
- ii. 157 GSM Xtella Brilliant White paper for the 6 leaves
- iii. 128 GSM Xtella Brilliant White paper for the 2 fly leaves
- iv. 8 mm loop wiro binding in white powder coated 2 mm metal rod having curve at the center for hanging with back support of 400 GSM white duplex board of 3”x17” size. Full rod should be used for hanging the calendar
- v. 10,000 nos. of envelopes in 100 GSM sunshine paper with single colour printing.
- vi. Halo stickers in 24,500 gum sheets (with at least 30 stickers in each sheet) in orange color to mark holidays.

(b) Cost of paper to be indicated separately for the brand of paper as indicated above. The sample paper must indicate the GSM, brand of the paper, name of the manufacturer, etc.

(c) The artwork will be shared via online sharing platform by NABARD along with hard copy print outs.

(d) After preparing and setting the complete artwork of the calendar, proof of calendar needs to be submitted for our approval.

(e) Final printing of the entire calendar is to be done by offset process.

Please present a dummy calendar with the above specifications for evaluation in Technical Bid.

Annexure 3

SPECIFICATIONS FOR DIARIES

(1) Diary – Quantity: 18,500 Nos.

(a) Total of 18,500 diaries in 14.7 (Width) x 20.6 cm (Height) size with pages printed in one matching color on 70 GSM Maplitho paper providing for:

- i. Personal Data – 1 Page
- ii. Three years' calendars – 2021, 2022 & 2023 – 1 page
- iii. 26 pages of general information pertaining to NABARD printed in Hindi and English (material will be provided by NABARD). Designing/page layout to be done and thereafter a neat, clean and clear proof to be submitted for approval by the NABARD.
- iv. 4 pages with alphabetical index for writing names, addresses, telephone numbers, e-mail, etc.
- v. 160 date pages containing two days on each page (layout to be approved). Saturdays and Sundays to be clubbed.
- vi. The diary will have a total of 200 of which 192 pages which will be printed in single colour on 100 GSM Munken Kristall paper (32 pages of front info, 160 pages of dates & planner, back info, notes & addresses) and 8 end sheets on 170 GSM Indian Art paper.
- vii. Cover Material: customised art cover with velvet finish. NABARD logo & 2022 on cover and website and social media addresses of NABARD on back cover in matte self-foil.
- viii. Binding with 1.4 mm Kappa board – sections sewn, hard case binding with round corner and round back.
- ix. White Outer Box with 300 GSM
- x. Good quality marking thread of matching colour properly fixed in each diary.

Sample diary is available at our office for reference.

Please present a dummy diary with the above specifications for evaluation in Technical Bid.

Annexure 4

PROFORMA – A

Quotation Part I: Technical Bid – Calendar 2022

1.	Company/Firm Name	
2.	Registration Number, TAN and Date of Registration	
3.	Current Sales Tax Number (enclose copy of certificate)	
4.	Factory License Number (enclosed copy of certificate)	
5.	Address for Communication (with Fax and E-mail)	
6.	Annual turnover (₹ in Lakhs) as per the Income Tax returns of last three years as shown in the audited balance sheet @	<u>2018-19:</u> <u>2019-20:</u> <u>2020-21:</u> (provisional if accounts are yet to be finalised)
7.	Profits after Tax in last three years (in Rupees Lakhs) @	<u>2018-19:</u> <u>2019-20:</u> <u>2020-21:</u> (provisional if accounts are yet to be finalised)
8.	Contract amount of at least THREE previous work orders and payments made there against (at least 20,000 copies each)*	1. 2. 3.
9.	Maximum no. of copies printed for a single client in a year	Calendars:
10.	List of major clients during the last three years	
11	1-2 Samples of calendars printed by you in the past.	Samples to be submitted along with the bid.

@ Minimum Turnover needs to be **₹ 1.00 crore in a year**. Please enclose copy of Annual audited Balance Sheet and Profit and Loss Account for the three years indicated in items 4 and 5.

* Each amounting to **₹ 10 lakh or more**. Please enclose a copy of the contract award and payment received there against for the three orders.

Certified that the above particulars are true.

Date:

Signature of Authorised Signatory

Place:

(Name of company/firm)

Seal of Company/firm

Annexure 4

PROFORMA – B

Quotation Part I: Technical Bid – Diary 2022

1.	Company/Firm Name	
2.	Registration Number, TAN and Date of Registration	
3.	Current Sales Tax Number (enclose copy of certificate)	
4.	Factory License Number (enclosed copy of certificate)	
5.	Address for Communication (with Fax and E-mail)	
6.	Annual Turnover (₹ in Lakhs) in as per the Income Tax returns of last three years as shown in the audited balance sheet @	<u>2018-19:</u> <u>2019-20:</u> <u>2020-21:</u> (provisional if accounts are yet to be finalised)
7.	Profits after Tax in last three years (in Rupees Lakhs) @	<u>2018-19:</u> <u>2019-20:</u> <u>2020-21:</u> (provisional if accounts are yet to be finalised)
8.	Contract amount of at least THREE previous work orders and payments made there against (at least 15,000 copies each)*	1. 2. 3.
9.	Maximum no. of copies printed for a single client in a year	Diaries:
10.	List of major clients during the last two years	
11	1-2 Samples of diaries printed by you in the past.	Samples to be submitted along with the bid.

@ Minimum Turnover needs to be **₹ 1.00 crore in a year**. Please enclose copy of Annual audited Balance Sheet and Profit and Loss Account for the three years indicated in items 4 and 5.

* Each amounting to **₹ 10 lakh or more**. Please enclose a copy of the contract award and payment received there against for the three orders.

Certified that the above particulars are true.

Date:

Signature of Authorised Signatory

Place:

(Name of company/firm)

Seal of Company/firm

Annexure 5

PROFORMA – A

Quotation Part II: Financial Bid

Printing of NABARD Calendars 2022

Type	Item	Unit Cost (exclusive of GST)	Cost	GST	Total Cost
Wall Calendars	Cost of Printing and supply of 24,500 Calendars with specifications as given in annexure II				

Delivery in Mumbai will have no extra cost as per condition (IV) of Annexure I.

I/We agree to undertake the work subject to terms and conditions stipulated in Annexure I by the Bank at the rate quoted above.

SIGNATURE

(With name and seal of the firm)

Date:

Annexure 5

PROFORMA – B

Quotation Part II: Financial Bid

Printing of Bank's Diaries 2022

Type	Item	Unit Cost (exclusive of GST)	Cost	GST	Total Cost
Diaries	Cost of Printing and supply of 18,500 diaries with specifications given in annexure III				

Delivery in Mumbai will have no extra cost as per condition (IV) of Annexure I.

I/We agree to undertake the work subject to terms and conditions stipulated in Annexure I by the Bank at the rate quoted above.

SIGNATURE

(With name and seal of the firm)

Date:

Annexure 6

Technical Bid - Scoring Parameters

Printing of Bank's Calendar 2022

Technical Bid Details (70 marks)		
Sr. No	Details required/parameters on which Bidder will be scored	Maximum Marks
1	THREE previous work orders of at least 20,000 calendars each amounting to ₹ 10 lakh or more (please furnish details)	10
2	Sample calendars printed in the past (at least three) along with order and payments received	30
3	Dummy NABARD calendar 2022 as per specifications in Annexure II of this document	30
	TOTAL	70

Printing of Bank's Diary 2022

Technical Bid Details (70 marks)		
Sr. No	Details required/parameters on which Bidder will be scored	Maximum Marks
1	THREE previous work orders of at least 15,000 diaries each amounting to ₹ 10 lakh or more (please furnish details)	10
2	Sample diaries produced in the past (at least three) along with order and payments received	30
3	Dummy NABARD diary 2022 as per specifications in Annexure III of this document	30
	TOTAL	70

Annexure 7

Pre Bid Queries Form

Clarifications required:

(Clarification/queries to be submitted in word document in the following format)

S. No.	Clause No. and Page No	Text as per NIT	Clarifications sought

Annexure 8 – (to be signed on stamp paper)

Pre Contract Integrity Pact

(On Bond Paper Value of Rs.100/-)

Between

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

And hereinafter referred to as “The Bidder”

Preamble

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

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

Section 1 – Commitments of the Buyer

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

a. No employee of the Buyer, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Buyer will, during the tender process treat all Bidder(s) with equity and reason. The Buyer will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Buyer will exclude from the process all known prejudiced persons.

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

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Buyers, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter. (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

(1) If the Buyer has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Buyer has terminated the contract according to Section 3, or if the Buyer is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

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

(1) In case of Sub-contracting, the Buyer Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

(3) The Buyer will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor appointed for NABARD is:

Shri Pramod Kumar Sangewar, IRSS (Retd)

H No. 12-5-65/1, Flat No 109

Shri Harsha Sethuram Unique

Vijaypuri Colony, South Lalaguda

Secunderabad,

Telangana - 500 017

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders /Contractors as confidential. He / she reports to the Chairman, NABARD.

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

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

confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Buyer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit 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 Buyer and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

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

BUYER

Name of the Officer

Designation

Organisation

BIDDER

Chief Executive Officer

NABARD

Witness

1. _____

1. _____

2. _____

2. _____

Witness

Annexure 9

CERTIFICATE OF ACCEPTANCE

“Certified that we have read and understood all the terms and conditions in the Tender Document and that our company/firm, namely, do hereby unconditionally accept all the Term and Conditions set out in the Tender Document and annexures including the penalty clauses therein.”

Date:

Signature of Authorised Signatory

Place:

(Name of company/firm)

Seal of Company/firm

Annexure 10

CHECK LIST FOR SUBMISSION OF TENDER

Printing of Bank's Calendars and Diaries 2022

1. Technical Bid in Proforma – A

Annexure IV of the Tender Document duly filled along with attested copies of:

- 1.1 Attested copies of Certificate of Registration
- 1.2 List of Partners and Directors
- 1.3 Attested copies of Certificate of Factory License
- 1.4 Attested copies of Certificate of State and/or Central Sales Tax Registration along with Certificate for Sales Tax Clearance and Registration under Works Contract
- 1.5 Attested copies of Certificate of Import License
- 1.6 Details of three latest orders of similar kind of work amounting to ₹ 10 lakh or more
- 1.7 Audited balance sheets for 2018-19, 2019-20 and 2020-21:
(provisional if accounts are yet to be finalised)
- 1.8 3 Samples of calendars/diaries printed by you in the past.
- 1.9 Dummy calendar/diary as per specifications

2. Financial/Commercial Bid as in Annexure V

- 2.1 Annexure V of the Tender Documents duly filled in.

Annexure 11

Letter of Indemnity and Undertaking

(To be submitted by the successful bidder)

Ref No: _____

Date:--/--/2021

The Chief General Manager,
Corporate Communication Department,
National Bank for Agriculture and Rural Development
Department of Information Technology, 2nd floor, C Wing
C-24, 'G' Block, Bandra-Kurla Complex,
P.B. No. 8121, Bandra (East),
Mumbai -400 051.

Dear Sir

Subject: _____

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to procure for printing and supply of calendars and diaries, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the _____ Limited hereby declare and certify that we are the rightful owners/ licensees of the said service provide to NABARD and that the sale of the said solution to NABARD by us and the use thereof by NABARD does not infringe the property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said _____ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the said systems package supplied by us to NABARD and will defend the

same at our cost and consequences and will pay or reimburse NABARD, its officers, servants, agents and other authorised persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said systems.

We, the said _____ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said _____ Limited hereby also shall agree that we , at our own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the us and against any and all claims by employees, workmen, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said _____ Limited shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Bidder, its employees, its agents, or employees of the partner's in the performance of the services provided in pursuance of this RFP (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Bidder, (iii) use of the deliverables and or services provided by the Bidder, (iv) infringement of any

patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

We, the said _____ Limited shall further indemnify NABARD against any loss or damage to NABARD's premises or property, data, loss of life, etc., due to the acts of the Bidder's employees or representatives.

We, the said _____ Limited shall further indemnify NABARD against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on NABARD for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) NABARD notifies the bidder in writing in a reasonable time frame on being aware of such claim, (ii) the Bidder has sole control of defence and all related settlement negotiations, (iii) NABARD provides the Bidder with the assistance, information and authority reasonably necessary to perform the above, and (iv) NABARD does not make any statement or comments or representations about the claim without prior written consent of the Bidder, except under due process of law or order of the court. It is clarified that the bidder shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and service providers) rights, interest and reputation.

Further, since NABARD's data could be integrated/used under our software and since we would be managing the services, We, the said _____ Limited shall be responsible for any loss/compromise or damage to Bank's data.

In the event that NABARD is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, We, the said _____ Limited, on our own expense, will undertake to defend NABARD.

SCHEDULE

(Please list all the software supplied to NABARD for providing this service)

Yours faithfully

(Name and Designation) of Authorized Official

Annexure 12

Confidentiality Undertaking

Ref No: _____

Date:--/--/2021

The Chief General Manager
National Bank for Agriculture and Rural Development
Corporate Communication Department, 2nd floor, C Wing
C-24, 'G' Block, Bandra-kurla Complex
P.B. No. 8121, Bandra (East)
Mumbai - 400 051.

Dear Sir,

We acknowledge that during the course of bidding for Notice Inviting Tender for printing and supply of calendars and diaries, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase “Confidential Information” shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following:-
 - With your prior written consent, such consent not to be unreasonably withheld;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and

- To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.

4. We shall not disclose or divulge any of the Confidential Information to any other client of _____ (name of service provider / implementation partner)

5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.

6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory

Designation:

Date: