

RFP No. NB. DEAR/Central Library/ 1 /2024-25

National Bank for Agriculture and Rural Development (NABARD)

Request for Proposal (RFP)

**for Selection of Agency for supply of Newspapers and
Magazines**

Only through GeM Portal



**Department of Economic Analysis and Research (DEAR),
NABARD Head Office**

**2nd Floor, B Wing, C-24, G- Block,
Bandra Kurla Complex, Bandra (East) Mumbai – 400051**

| Important Dates | |
|---|-------------------------------------|
| Date of issue of RFP document | 8 October 2024 |
| Last date for receiving queries by NABARD. | As per the provisions in GeM Portal |
| Clarifications to Bidders' queries to be issued by NABARD | On GeM portal |
| Last date and time for submitting detailed application, including General Profile/Information, Technical & Financial Bids/Proposals | 29 October 2024 |
| Date and time of opening of bids | As per GeM guidelines |
| Bid Validity | 90 Days |

Disclaimer

This Request for Proposal (RFP) is not an offer by NABARD, but an invitation to receive response from eligible interested agency/agencies for supply newspapers and magazines to NABARD Central Library.

No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by NABARD with the selected bidder. This document should be read in its entirety.

This document is the property of the National Bank for Agriculture and Rural Development (NABARD). The use of the contents of this document, even by the authorized personnel or agencies for any purpose other than the purpose specified herein, is strictly prohibited.

Address for Communication

The Chief General Manager,
Department of Economic Analysis and Research
(DEAR), NABARD Head Office, 2nd Floor, 'B' Wing,
Plot No. C-24, 'G' Block,
Bandra-Kurla Complex, Bandra
(East) Mumbai – 400 051.
E-mail: dear@nabard.org , empower.library@nabard.org

| Contact Person | |
|-----------------------------------|---------------------------------------|
| First Level S B Kusekar | First Level Dr Rajiv Nandan |

| | |
|---|--|
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RFP No. NB. DEAR/NABARD Central Library / 1 /2024-25 dated 8 October 2024

Request for Proposal (RFP) for selection of Agency for supply of Newspapers and Magazines for NABARD Head Office.

1. Background: National Bank for Agriculture and Rural Development (hereinafter called “NABARD”) is an apex developmental financial institution established on 12 July 1982 by an Act of the Parliament viz. National Bank for Agriculture and Rural Development Act, 1981 to promote sustainable and equitable agriculture and rural prosperity through effective credit delivery support and related services, institutional development and other innovative initiatives. NABARD Central Library requires daily Newspapers and magazines to be issued to top officials and Head Office departments.

2. Definitions

- i. In this Contract, the following terms shall be interpreted as indicated:
- ii. “The Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD).
- iii. “Agency”, “Vendor”, “Supplier”, “Service Provider”, “Bidder”, “Tenderer”, “Recipient”, “Respondent” means the respondent to the RFP document.
- iv. “RFP”, “Tender”, “Bid document”, “Quotation Document” means the ‘Request for Proposal’ document.
- v. “Bid” may also be referred to as ‘Offer’.
- vi. “The Contract” means the agreement entered between the Bank, represented by its designated officer and the Vendor, as recorded in the Contract Form signed by the parties,

including all attachments and appendices thereto and all documents incorporated by reference therein.

vii. “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

viii. “The Services” means those service obligations of the Vendor covered under the Purchase Contract.

ix. All timings indicated in the RFP refer to Indian Standard Time only.

3. Use of Contract Documents and Information

i. The Vendor shall not, without the Bank’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan or information furnished by or on behalf of the Bank in connection therewith to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

ii. The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4. Right to Alter Quantities

The Bank reserves the right to alter the requirement specified in the RFP. The Bank also reserves the right to delete one or more items from scope of work specified in the RFP.

5. No Commitment to Accept Lowest or Any Offer

i. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

ii. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

iii. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The Bank reserves the right to retender.

6. Corrupt and fraudulent practice

As per Central Vigilance Commission (CVC) directives, it is required that

Bidders/Suppliers/Contractors observe the highest standard of ethics during the execution of this RFP and subsequent contract(s). In this context, the bidders to note the following:

- i. **“Corrupt Practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
- ii. **“Fraudulent Practice”** means a misrepresentation of facts to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
- vi. The Bank reserves the right to declare a bidder ineligible for a period of three years to be awarded a contract, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7. Violation of terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank 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.

8. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, NABARD and its Directors, officers, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person / entity acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NABARD or any of its officers, employees, contractors, agents, or advisers. Bank may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information in this RFP. Bank has the right to continue with these activities, modify the sequence of activities, add new activities, or remove some of the activities, as dictated by the best interests of the Bank.

Bank reserves the right to reject all or any of the proposals received in response to this RFP, without assigning any reasons whatsoever.

9. Costs to be borne by Respondents.

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations, visits, etc., and providing any additional information required by NABARD will be borne entirely and exclusively by the Respondent.

10. No Legal Relationship

No binding legal relationship will exist between any of the Respondents and NABARD until the execution of a contractual agreement.

11. Recipient Obligation to Inform Itself

The Recipient must conduct its own investigation and analysis regarding any information contained in this RFP document and the meaning and impact of that information.

12. Errors and Omissions

The Recipient should notify NABARD of any error, omission, or discrepancy found in this RFP document.

13. Acceptance of Terms

A Recipient will, by responding to NABARD for RFP, be deemed to have accepted the terms of

this RFP including Introduction, Disclaimer, Schedules, and Annexures to this RFP.

14. Parties in the RFP

The parties in the RFP may be referred to as below:

“The Bank”, “NABARD”, “Purchaser”, “Buyer” means National Bank for Agriculture and Rural Development (NABARD).

“Agency”, “Vendor”, “Supplier”, “Service Provider”, “Bidder”, “Recipient”, “Respondent” means the respondent to the RFP document.

15. Eligibility/Pre-Qualification Criteria:

i. The vendor / agency should be a reputed and registered firm/concern, or a company registered under the Companies Act, 1956. The firm/company must be registered for GST. Attested copies of the certificates should be uploaded with the Technical Bid.

ii. The vendor / agency should have a valid License. Attested copies of the certificate should be uploaded with the Technical Bid.

iii. Quotation from firm(s) in which an employee of NABARD or any of his/her family members holds interest is not acceptable and will be rejected summarily.

iv. The annual turnover of the supplier/ agency should be **at least ₹ 10 lakh** during each of the preceding three financial years. The supplier/ agency should have executed, in the last 12 months, at least one quotation of a similar nature amounting to **₹5 lakh or above**. The supplier/ agency should have experience of at least 5 years in the work of supply of newspapers, and magazines. Agencies which have experience working with RBI/Public Sector Undertakings / Government Institutions will be preferred.

v. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment and placing the corrigendum in GeM Portal and on NABARD Website.

vi. To allow prospective Bidders to get reasonable time to take the amendment into account for preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

vii. The amendment shall be posted on GeM Portal and on Bank’s website (www.nabard.org).

viii. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission

is made by any bidder.

16. Earnest Money Deposit:

An Earnest Money Deposit (EMD) for a sum of Rupees One Lakh Eighty Thousand only (Rs.1,80,000/-) is required to be deposited by all applicant Agencies using National Electronic Funds Transfer (NEFT) (**Advisory Bank on GeM: State Bank of India**).

Remittance to NABARD Account, details of which are as under:

| | |
|-----------------|---|
| NAME OF ACCOUNT | NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT |
| BANK NAME | NABARD |
| BRANCH NAME | HEAD OFFICE, MUMBAI |
| IFS CODE | NBRD0000002 |
| ACCOUNT NUMBER | NABADMN07 |

Alternatively, the bidder can also produce a bank guarantee for an equivalent amount towards EMD in the specified Proforma (Annexure I) for a minimum period of six months. Further,

i. Earnest Money Deposit (EMD) is to be sent through online transfer (NEFT) not later than 02 (two) days before the last date of submission of tender. The receipt of online transfer must be attached with Annexure I. Agencies should note that the EMD shall not bear any interest. The EMD shall be forfeited in the event of any sort of non-compliance with the terms of services agreed upon after award of Work Order.

ii. The EMD submitted will be returned as it is to all unsuccessful bidders within thirty (30) days of the selection of the agency. All Agencies are required to scan & upload a copy of Bank Account details (cancelled cheque) and PAN card, along with General Profile/Information (Annexure III) to facilitate the return of EMD amount. The bidder should ensure that they meet all the eligibility/pre-qualification criteria given below before submitting the quotations.

iii. **Forfeiture of Security Deposit:** In case the selected agency is not able to execute the assigned job of distribution of newspapers and magazines of the desired quality and within the specified period, the Security Deposit will be forfeited in full. Such vendors are liable to

be disqualified from participation in future quotations.

17. Performance Security

Within fifteen (15) days after the issue of Letter of Acceptance by NABARD, the tenderer, shall furnish performance security to NABARD for an amount equal to two percent (2%) of the total estimated value of the Tender. This security shall remain valid up to sixty (60) days after the date of completion of all contractual obligations by the tenderer. The Performance Security shall be in the form of Bank Guarantee issued by a Scheduled Commercial bank in India, in the prescribed form as provided in Annexure VIII of this document. In case the successful bidder desires the EMD to be adjusted against the Performance Security, the Performance Security or Bank Guarantee for the balance amount shall be obtained.

18. Integrity Pact

As per the Central Vigilance Commission guidelines, all PSBs/Insurance Companies/Financial Institutions shall implement Integrity Pact (IP) in respect of all major procurements, which essentially envisages an agreement between the prospective vendors / bidders and the buyer (i.e., NABARD), committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. It is a written agreement between the buyer and all bidders and stipulates rights and obligations to the effect that neither side will pay, offer, demand or accept bribes; collude with competitors to obtain the contract; or engage in such abuses while executing the contract. The purpose of the Pact is to make the procurement and contracting process fair and transparent. A proforma of the same is furnished in Annexure-IX.

Integrity Pact is to be executed on non-judicial stamp paper of Rs.200/- as per format given, duly signed, and stamped by the bidder. Non-submission of 'Integrity Pact' shall disqualify the prospective bidder at the initial stage and their General Profile/Information, Technical/ Financial bids shall not be evaluated. The IP also envisages appointment of Independent External Monitor (IEMs), persons having high integrity and reputations, who will examine any complaint received regarding tenders and submit their report to the Chief Executive and also to the CVO in case of suspicion of irregularities.

19. Marking

- i. The Bid document, wherever uploaded as a separate file in the GeM Portal, shall have all pages signed by the Bidder representative in whose favour, Power of Attorney is

issued to bind the Bidder to the Contract.

- ii. Relevant documents must be submitted as proof wherever necessary.
- iii. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- iv. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

20. Hosting of RFP

- i. The RFP is hosted on NABARD website www.nabard.org and GeM Portal.
- ii. NABARD reserves the right to change the dates mentioned above.
- iii. Changes and clarification, if any, related to RFP will be posted on GeM portal and notified on www.nabard.org
- iv. Bidders must keep close watch on the GeM portal during the intervening **period before submitting response to RFP.**

21. How to Apply

Eligible Service Providers/Vendors can apply online at GeM Portal. No other mode of submission of proposals shall be accepted. Please note that proposals submitted through hardcopy, fax, or e-mail shall be rejected. The bidder must peruse the entire information furnished in the RFP including scope, detailed requirements, functional and technical specifications, annexures/appendices and other terms and conditions to submit their response.

NOTE: - The General Information, Technical Bid & Financial Bid cannot be revised once the Final Submission button has been clicked by the bidder.

22. Methodology and Evaluation:

| Stages | Evaluation Criteria |
|---------------|--|
| Stage I | In the first stage, agencies shall be shortlisted, subject to eligibility criteria and EMD. Only the shortlisted Agencies will participate in Stage-II of the evaluation process |
| Stage II | Stage-II will consist of evaluation of Technical Proposals (Annexure IV-Proforma A) and awarding a Technical Score to the Technical Proposals |

| | |
|-----------------|--|
| | submitted by the Agencies shortlisted in Stage- I. |
| Stage III | In the third stage, the financial evaluation of technically qualified bids will be carried out. |
| Final Selection | GeM portal automatically selects the L-1 offer out of the technically qualified bidders for award of contract. |

The detailed evaluation criteria for Stage I, Stage II and Stage-III are given in the following sections. Prior to evaluating the Proposals, NABARD will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- i. it is received in the specified format.
- ii. it is received by the due date including any extension thereof.
- iii. it contains all the information, including supporting documents (complete in all respects) as requested in the RFP.
- iv. it must be absolute and shall not contain any condition or qualification; and
- v. it is not non-responsive in terms hereof.

23. Terms and Conditions regarding the supply of newspapers and magazines –

- i. NABARD shall sign the contract with the agency only and NABARD would not be responsible to any third-party claims.
- ii. NABARD reserves the right to accept or reject any bid of any agency at its sole discretion without assigning any reason whatsoever.
- iii. Contract will be made for three years, which is extendable up to total five years, if found satisfactory.
- iv. Vendor / agency has to deliver the copies of newspapers and magazines to the NABARD Head Office at Mumbai and distribute them in each cabin/department in each floor daily (Ground floor to eighth Floor) from 7.00 am to 8.30 am, and magazines has to be delivered to the admin vertical of each departments in office hours (9.30 am to 11.00 am), for which no service charges will be applicable.
- iv. The requirement of newspapers and magazines list will be provided to vendor from time to time on regular basis as per requirement of Central Library.
- v. The agency/vendor shall not issue/ supply old / outdated/mutilated/damaged/obsolete newspapers and magazines. Agency must supply latest new arrivals in good condition.

- vi. Any subscribed copy of magazines is strictly prohibited / not accepted, and payment will not be released for such subscriber's copy.
- vii. In case holiday is declared under Negotiable Instrument Act by Central Govt/ State Govt under special circumstances no newspapers will be supplied accordingly, and the same will be communicated to the vendor by Central Library.
- viii. You are requested to submit GeM portal Registration Number, KYC documents like your contact landline number/ mobile number, email, PAN card, Aadhar card, bank details, etc. as per bank's requirement.
- ix. Settlement of bills will be monthly. Vendor may submit a certified copy of invoice/ bill on monthly basis to Central Library. The bill will be settled within 10 working days from submission of the original invoice/ bill.
 - x. In case of increase of prices of newspaper/magazine, the commensurate discount rate, as derived from the unit rates in financial bid, has to be maintained.
 - xi. If the service of the vendor is found to be unsatisfactory, NABARD reserves the right to terminate the contract.

24. Validity of Proposal

The proposal should be valid for a period not less than **ninety (90) days** from the due date for receiving the proposal.

25. Late Proposals

If any proposal/application is received by NABARD after the specified time on the due date, it shall not be eligible for consideration and **shall be summarily rejected**.

Any alteration / modification in the Proposal or additional information or material supplied after the due date, unless the same has been expressly sought for by NABARD shall be disregarded.

26. Clarifications

To facilitate evaluation of proposals, NABARD may, at its sole discretion, seek clarifications from any Agency regarding its proposal. Such clarification(s) shall be provided within the time specified by NABARD for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If the Agency does not provide clarifications sought above within the specified time, its proposal shall be liable to be rejected. In case the Proposal is not rejected, NABARD may proceed to evaluate the proposal by construing the particulars requiring clarification to the best of its understanding.

27. Right to reject any or all proposals

Notwithstanding anything contained in this RFP, NABARD reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof. NABARD's decision in this regard is final.

Further, NABARD reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered.
- b) The Agency does not provide, within the time specified by NABARD, the supplemental information sought by NABARD for evaluation of the Proposal.
- c) In case it is found during the evaluation or at any time before issue of Certificate of Acceptance that one or more of the eligibility conditions have not been met by the Agency or the Team has made material misrepresentation or has given any materially incorrect or false information, the

Agency shall be disqualified forthwith if not yet appointed as the Agency. If the Agency has already been issued the Certificate of Acceptance the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NABARD without it being liable in any manner whatsoever to the Agency.

28. Pre- bid queries

Agencies may seek clarification on this RFP document. Any request for clarification must be posted on the 'representation' section on GeM portal or sent to the e-mail ID: dear@nabard.org, empower.library@nabard.org before the last date stipulated by the GeM portal for the same. The queries should be pertinent to this RFP document only.

29. Addendum to RFP

NABARD also reserves the sole right for carrying out any amendments/modifications/changes including any addendum to this RFP. Such amendments/modifications/changes including any addendum to this RFP shall be notified on GeM portal/NABARD website and these will be binding on all the bidders.

30. Terms of Payment

Payment of the amount prescribed in the letter of award shall be made on **monthly basis**

after submission of proper bills to the satisfaction of NABARD.

31. Notification of Award

A Certificate of Acceptance shall be issued, in duplicate, by NABARD to the Selected Agency as per the above evaluation process and notify all other agencies on GeM, who have submitted proposals about the decision taken. ***The Bank is not obliged to provide any reasons for any such acceptance or rejection.*** The decision of the Bank shall be final, conclusive, and binding on all the bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned/challenged.

The Agency shall, **within fifteen (15) days** of the receipt of the Certificate of Acceptance, sign and return the duplicate copy of the Certificate of Acceptance in acknowledgement thereof. In the event the duplicate copy of the Certificate of Acceptance duly signed by the Successful Agency is not received by the stipulated date, NABARD may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such tenderer, and the next highest-ranking tenderer from the Reserve List of Agencies may be considered.

Any change of address of the company/ partnership firm/ proprietary firm should be promptly notified to the Chief General Manager, Department of Economic Analysis and Research, National Bank for Agriculture and Rural Development, 2nd Floor, 'B' wing, Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai –400051 (Telephone: +91 22 26539521; email: dear@nabard.org).

32. Penalti es

In case of failure to adhere to the time schedule indicated, the Bank will have the option **to impose a penalty at the rate of 2.5% for each week's delay** or part thereof, subject to **a maximum of 10% of the total bill**. The amount of penalty so imposed will be deducted from the bill for newspapers and magazines.

33. 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.

34. 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.

35.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 VII.

36.Other Terms and Conditions

- i. The rates quoted for the newspapers and magazines will be valid for a period of 3 years from the day of acceptance of the job contract by the vendor/ agency or final settlement of the bill, whichever is later. NABARD attaches considerable importance to the quality and timeframe for completion of the job. **NABARD reserves the right to reject any or all the quotations without assigning any reason thereof.**
- ii. The vendor/ agency should specifically mention that all the terms and conditions described above are unconditionally acceptable.
- iii. Tenders that do not contain all the information called for are liable to be rejected. All the prices quoted by the bidder shall be in INR (₹) and shall be final and binding on them and not subject to any price escalation. All trade or cash discounts offered by the Printer should be clearly indicated in the tender offer itself. Such discounts offered later after submitting the bids shall not be considered for evaluation of the tender.
- iv. NABARD reserves the right to terminate the contract, split orders, accept or reject any quotation, alter any or all the terms and conditions any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to. The decision of the Bank in respect of evaluation of bids and/or award of contract shall be final.
- v. Any attempt to negotiate directly or indirectly on the part of the bidder with any official of the Bank to influence the acceptance of quotations by any means shall render his/her quotation liable for exclusion from consideration and may lead to blacklisting of the firm by the Bank.

37.Other Information

- i. In case of any conflict between instructions contained in this RFP and that of guidelines in GeM Portal, the former shall prevail.
- ii. All payments to the winning bidder as per terms of agreement shall be affected via electronic transfer directly by NABARD and not through GeM.

ANNEXURE- I

PROFORMA OF EMD/BANK GUARANTEE

The Chief General Manager
NABARD
Department of Economic Analysis and
Research Bandra-Kurla Complex,
Bandra (East), Mumbai 400 051

Place:

Date:

Sir,

Supply of newspapers and magazines to NABARD WHEREAS

1. The NABARD, Head Office at Bandra-Kurla Complex, Bandra (East) Mumbai (hereinafter called the 'the Bank') has invited quotations for the work "**Supply of newspapers and magazines to NABARD** (hereinafter referred to as 'the supply') on the terms and conditions mentioned in the tender documents.
2. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹1,80,000/- (Rupees One Lakh Eighty Thousand only) as Earnest Money Deposit in lieu of a Demand Draft for an equivalent amount.
3. M/s. _____ (Hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said printing and have requested us to furnish guarantee to the bank in respect of the said sum of ₹1,80,000/- (Rupees One Lakh Eighty Thousand only).

NOW THIS GUARANTEE WITNESSETH

We _____ (Bank) do hereby agree with and undertake to NABARD, their Successors, Assigns that in the event of the NABARD coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by NABARD, pay without demur to NABARD, a sum of ₹1,80,000/- (Rupees One Lakh Eighty Thousand only), or any lower amount that may be demanded by NABARD. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹1,80,000/- (Rupees One Lakh Eighty Thousand only).

1. We also agree to undertake to and confirm that the sum not exceeding ₹1,80,000/- (Rupees

One Lakh Eighty Thousand only) , as aforesaid shall be paid by us without any demur or protest, merely on demand from NABARD on receipt of a notice in writing stating the amount is due to them and we shall not ask any further proof or evidence and the notice from NABARD shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by NABARD within a period of one week from the date of receipt of the notice as aforesaid.

2. We confirm that our obligation to NABARD under this guarantee shall be independent of the agreement or agreements or other understandings between NABARD and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of NABARD. We hereby further agree that –

a) Any forbearance or commission on the part of NABARD in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by NABARD to the Tenderer or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹1,80,000/- (Rupees One Lakh Eighty Thousand only).

b) Our liability under these presents shall not exceed the sum of ₹1,80,000/- (Rupees One Lakh Eighty Thousand only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said printing or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to _____ provided that if so desired by NABARD, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the _____ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by NABARD alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within three months from that date or any extended period, all the rights of NABARD against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities

hereunder.

Yours faithfully

For and on behalf of

Bank Authorized official.

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

ANNEXURE II
CERTIFICATE OF ACCEPTANCE

Certified that we have read and understood all the terms and conditions in the Request for Proposal (RFP) Document and that our company/firm, namely, _____
.....do hereby unconditionally accept all the Terms and Conditions of the Quotation Document including the penalty clauses therein and submit the proposal. We submit the following enclosures. (Checklist for submission of quotation)

Date:

Signature of the Authorized Signatory
(Name of company/firm)

Place:

Seal of Company



ANNEXURE – III

GENERAL PROFILE/ INFORMATION

The information provided by the organizations in this section will be used to evaluate the Agencies in the first stage and only the shortlisted Agencies will proceed to Stage-II. Agencies are advised to provide all supporting documents indicated below and strictly adhere to all other instructions.

1. Identifying Details

| Sr. No. | Particulars | Details | Supporting documents to be uploaded |
|---------|--|---------|-------------------------------------|
| i. | Name of the agency | | |
| ii. | Name of the Authorized Contact Person of Agency | | |
| iii. | Contact Number of Authorized Contact Person | | |
| iv. | Agency's Email Id for Correspondence from NABARD | | |
| v. | Correspondence Address | | |
| vi. | EMD Deposit Date (DD-MM-YYYY) | | |
| vii. | EMD Deposit UTR No. | | EMD Deposit Receipt |

2. Agency's Bank Account Details

| | | | |
|------|---|--|--|
| i. | Name of the Bank (with which Agency's Account exists) | | |
| ii. | Account Name | | |
| iii. | Agency's Bank Account Number | | |



| | | | |
|-----|--------------|--|--|
| iv. | IFSC | | |
| v. | Agency's PAN | | |

3. General Information

| Sr. No. | Particulars | Details | Supporting documents to be uploaded |
|---------|--|---------|--|
| i. | Agency Registered under which Act | | A copy of Registration/ Incorporation Certificate |
| ii. | Number of Offices in India (Including Head Office, State Offices, Field Offices, etc.) | | Provide address proof of offices located in India. (Max 5) |
| iii. | Average Annual Turnover/ Income of the Agency of last 3 years: 2021- 22, 2022-23 and 2023-24 (₹ lakh) | | A one-page certificate by the Chartered Accountant in the enclosed Proforma (Form A), indicating the Annual Income/Turnover for the mentioned years. |
| iv. | Whether the organization has ever been blacklisted by a Union Ministry/Department, State Govt., or any Public Sector Undertaking? (YES/NO) | | If the response is 'Yes', provide details thereof. |



4. Previous Experience

i. Mention the previous experience of the agency for supply of newspapers and magazines to esteemed institutions i.e. RBI/Public Sector Undertakings / Government Institutions.

ii. Along with each of the previous experience listed above, the Agency is required to upload/attach the following 2 documents:

(a) Appointment letter/ Order from esteemed institutions

(b) Service providing Certificate.

Form A: CHARTERED ACCOUNTANT'S CERTIFICATE

(On letterhead of the Chartered Accountant's Firm)

The following details of (M/s) _____ given in the table below are certified correct based on the verification of original documents and supporting information:

| Year | Income/ Turnover (₹lakhs) |
|---------|---------------------------|
| 2021-22 | |
| 2022-23 | |
| 2023-24 | |

Name and Signature (with stamp):

Membership number:

Name of the Firm:

FRN of the Firm:

Note: The detailed Balance Sheet of the Agency may be verified at a later stage by NABARD.

**ANNEXURE – IV
PROFORMA ‘A’**

QUOTATION PART I: TECHNICAL BID

| | | |
|----|--|-----------------------------------|
| 1. | Agency/Firm Name: | |
| 2. | Registration Number and Date of Registration: | |
| 3. | GST Number | |
| 4. | Current Sales Tax/VAT Number (Enclose copy of Certificate): | |
| 5. | License Number (Enclose copy of Certificate): | |
| 6. | Address for Communication (Landline / Mobile No. and e-mail): | |
| 7 | Annual Turnover as per the Income Tax returns of last three years (₹ lakh) @ | 2021-22 2022-23 2023-24 |
| 8 | Profits after Tax in last three years (₹ lakh) @ | 2021-22 2022-23 2023-24 |
| 9 | Contract amount of at least two previous work orders*: | 1. 2. |
| 10 | List of major clients during the last five years | |

Internal

| | | |
|----|---|---|
| 11 | Earnest Money Deposit (₹1,80,000/-) | Drawee Bank: Demand Draft No. and date |
| 12 | Bank Guarantee | Details: Bank/Branch: Bank Guarantee No. Date: Amount: Period: |
| 13 | Name and Addresses of the bidder's banks: | |

@: *Minimum Turnover needs to be at least ₹ 10 lakh. Please enclose copy of Annual audited Balance Sheet and Profit and Loss Account for the three years indicated at sr.no. 8 and 9.*

*: *Each amounting to ₹ 5 lakh or more. Please enclose a copy of the contract award.*

Certified that the above particulars are true.

Date:

Signature of the Authorized Signatory
(Name of company/firm)

Place:

Seal of Company

PROFORMA 'B'
QUOTATION PART II: FINANCIAL BID

A. Newspapers

| Sr. No. | Daily Newspapers | Unit Price (₹) | Approx. yearly requirement | Total cost (₹) |
|---------|-----------------------------|----------------|----------------------------|----------------|
| 1 | Business Line | | 10728 | |
| 2 | Business Standard (English) | | 4908 | |
| 3 | Business Standard (Hindi) | | 312 | |
| 4 | Employment News (Weekly) | | 48 | |
| 5 | Hindustan Times | | 816 | |
| 6 | Maharashtra Times (Marathi) | | 12804 | |
| 7 | Loksatta (Marathi) | | 816 | |
| 8 | Samrat (Marathi) | | 240 | |
| 9 | Navakal (Marathi) | | 240 | |
| 10 | Mint | | 8652 | |
| 11 | Nav Bharat Times (Hindi) | | 12576 | |
| 12 | The Economic Times | | 19272 | |
| 13 | The Financial Express | | 9540 | |
| 14 | The Freepress | | 360 | |
| 15 | The Hindu | | 3864 | |
| 16 | The Indian Express | | 2604 | |
| 17 | The Times of India | | 4560 | |
| | Total | | 92340 | |

Discount offered, if any, may be mentioned

B. Magazines

| Sr. No. | Title | Unit Price (₹) | Approx. yearly requirement | Total cost (₹) |
|---------|---------------------|----------------|----------------------------|----------------|
| 1 | आजकल (हिंदी) | | 12 | |
| 2 | आउट लूक (हिंदी) | | 24 | |
| 3 | गृहशोभा (हिंदी) | | 24 | |
| 4 | कुरुक्षेत्र (हिंदी) | | 12 | |
| 5 | मेरी सहेली (हिंदी) | | 12 | |
| 6 | नवनीत (हिंदी) | | 12 | |
| 7 | इंडिया टूडे (हिंदी) | | 48 | |
| 8 | निरोगधाम (हिंदी) | | 4 | |
| 9 | सरिता (हिंदी) | | 24 | |
| 10 | योजना (हिंदी) | | 12 | |

| | | | | |
|----|---|--|---------------|--|
| 11 | Business India | | 2016 | |
| 12 | Business Today | | 24 | |
| 13 | Business Word | | 1824 | |
| 14 | Competition Success Review, (CSR) | | 12 | |
| 15 | Digit | | 36 | |
| 16 | Femina Women's magazine | | 24 | |
| 17 | Frontline | | 192 | |
| 18 | Hello | | 12 | |
| 19 | Human Life Safety & Security | | 36 | |
| 20 | India Today (English) | | 5520 | |
| 21 | Kurukshetra (English) | | 420 | |
| 22 | National Geography | | 12 | |
| 23 | Open | | 48 | |
| 24 | Outlook (English) | | 3072 | |
| 25 | Reader's' Digest | | 12 | |
| 26 | Safe Secure | | 36 | |
| 27 | Sport Star | | 24 | |
| 28 | The Economist | | 192 | |
| 29 | The Week | | 192 | |
| 30 | The Times | | 24 | |
| 31 | Woman's' Era | | 12 | |
| 32 | Yojana (English) | | 1992 | |
| 33 | Wired | | 12 | |
| 34 | Harvard Business Review | | 6 | |
| 35 | Fintech | | 24 | |
| 36 | CTO Forum | | 24 | |
| | Total | | 15,982 | |

Discount offered, if any, may be mentioned

Total Costs for A and B:

Date:

Signature of the Authorised Signatory
(Name of company/firm)

Place:

Seal of Company

ANNEXURE - V
SCOPE OF WORK

Agency should deliver newspaper and magazines as per an estimated count of which is given below:

1. List of Newspapers requirement

| Sr. No. | Daily Newspapers | Approx/ Estimated Number of copies daily | Approx/ Estimated Number of copies Per month | Approx/ Estimated Number of copies Per year |
|----------------|-----------------------------|---|---|--|
| 1 | Business Line | 47 | 894 | 10728 |
| 2 | Business Standard (English) | 21 | 409 | 4908 |
| 3 | Business Standard (Hindi) | 1 | 26 | 312 |
| 4 | Employment News (Weekly) | 1 | 4 | 48 |
| 5 | Hindustan Times | 3 | 68 | 816 |
| 6 | Maharashtra Times (Marathi) | 55 | 1067 | 12804 |
| 7 | Loksatta (Marathi) | 3 | 68 | 816 |
| 8 | Samrat (Marathi) | 1 | 20 | 240 |
| 9 | Navakal (Marathi) | 1 | 20 | 240 |
| 10 | Mint | 37 | 721 | 8652 |
| 11 | Nav Bharat Times (Hindi) | 54 | 1048 | 12576 |
| 12 | The Economic Times | 83 | 1606 | 19272 |
| 13 | The Financial Express | 43 | 795 | 9540 |
| 14 | The Freepress | 1 | 30 | 360 |
| 15 | The Hindu | 15 | 322 | 3864 |
| 16 | The Indian Express | 9 | 217 | 2604 |
| 17 | The Times of India | 18 | 380 | 4560 |
| | | 393 | 7695 | 92340 |

2. List of Magazines requirement

| Sr. No. | Title | Periodicity | Estimated Requirement Weekly | Estimated Requirement monthly | Estimated Requirement yearly |
|----------------|---------------------|--------------------|-------------------------------------|--------------------------------------|-------------------------------------|
| 1 | आजकल (हिंदी) | मासिक | 0 | 1 | 12 |
| 2 | आउट लूक (हिंदी) | पाक्षिक | 1 | 2 | 24 |
| 3 | गृहशोभा (हिंदी) | पाक्षिक | 1 | 2 | 24 |
| 4 | कुरुक्षेत्र (हिंदी) | मासिक | 0 | 1 | 12 |
| 5 | मेरी सहेली (हिंदी) | मासिक | 0 | 1 | 12 |
| 6 | नवनीत (हिंदी) | मासिक | 0 | 1 | 12 |
| 7 | इंडिया टूडे (हिंदी) | साप्ताहिक | 1 | 4 | 48 |

| | | | | | |
|----|-----------------------------------|-------------|-----|-----|-------------------|
| 8 | निरोगधाम (हिंदी) | त्रैमासिक | 0 | 0 | 4 |
| 9 | सरिता (हिंदी) | पाक्षिक | 1 | 2 | 24 |
| 10 | योजना (हिंदी) | मासिक | 0 | 1 | 12 |
| 11 | Business India | Weekly | 84 | 168 | 2016 |
| 12 | Business Today | Weekly | 1 | 2 | 24 |
| 13 | Business Word | Weekly | 76 | 152 | 1824 |
| 14 | Competition Success Review, (CSR) | Monthly | 0 | 1 | 12 |
| 15 | Digit | Monthly | 0 | 3 | 36 |
| 16 | Femina Women's magazine | Fortnightly | 1 | 2 | 24 |
| 17 | Frontline | Fortnightly | 8 | 16 | 192 |
| 18 | Hello | Monthly | 0 | 1 | 12 |
| 19 | Human Life Safety & Security | Monthly | 0 | 3 | 36 |
| 20 | India Today (English) | Weekly | 115 | 460 | 5520 |
| 21 | Kurukshetra (English) | Monthly | 0 | 35 | 420 |
| 22 | National Geography | Monthly | 0 | 1 | 12 |
| 23 | Open | Weekly | 1 | 4 | 48 |
| 24 | Outlook (English) | Weekly | 64 | 256 | 3072 |
| 25 | Reader's' Digest | Monthly | 0 | 1 | 12 |
| 26 | Safe Secure | Monthly | 0 | 3 | 36 |
| 27 | Sport Star | Fortnightly | 0 | 2 | 24 |
| 28 | The Economist | Weekly | 4 | 16 | 192 ³¹ |
| 29 | The Week | Weekly | 4 | 16 | 192 |

| | | | | | |
|----|-------------------------------|-------------|---|-----|------|
| | | | | | |
| 30 | The Times | Weekly | 1 | 2 | 24 |
| 31 | Woman's' Era | Monthly | 0 | 1 | 12 |
| 32 | Yojana (English) | Monthly | 0 | 166 | 1992 |
| 33 | Wired | Monthly | 0 | 1 | 12 |
| 34 | Harvard Business Review | Bio monthly | 0 | 0 | 6 |
| 35 | Fintech | Monthly | 0 | 2 | 24 |
| 36 | CTO Forum | Monthly | 0 | 2 | 24 |

4. Additional Service

The selected agency should deliver the newspapers and magazines in Head Office, NABARD. Newspapers must be delivered at each department between 7.00 am and 8.30 am, and Magazines must be delivered at the admin vertical of each department from 9.30 am to 11.00 am against acknowledgement. Some of the publications must be delivered on working days only and others everyday (including bank holidays), the details of which will be shared to the selected agency after the award of work. The number of newspapers/periodicals required, and time of delivery can be altered by NABARD and the same will be communicated to the agency from time to time.

NABARD is not liable to provide any service charges for the distribution of newspaper/magazines to various departments within its Office in BKC.



ANNEXURE – VI

CHECK LIST FOR SUBMISSION OF QUOTATION

A. EMD

- EMD has to be submitted by all agencies which do not claim exemption under MSE status as per GeM guidelines.
- Demand Draft/Bank Guarantee for the equivalent amount towards Earnest Money Deposit
- A copy of the Quotation Document duly certified by the agency accepting the terms and conditions of the Quotation Document.

B. Technical Bid in Proforma - A of Annexure IV in the Quotation Document should be uploaded in GeM portal along with the following attested copies:

- Attested copies of Certificate of Registration.
- List of Partners and Directors.
- Attested copies of Certificate of License.
- Attested copies of GST registration certificate, GST Number Identification.
- Details of two latest orders of similar kinds of work amounting to ₹5 lakh or more.
- Filled Technical Bid Evaluation document (Annexure X).

C. Financial Bid in Proforma - B of Annexure IV in the Quotation Document should be uploaded in GeM portal.

D. Integrity Pact (As per proforma - Annexure IX) - On non-judicial stamp paper of ₹200/-

Address:

The Chief General Manager,
Department of Economic Analysis and Research (DEAR),
NABARD Head Office
2nd Floor, B Wing, C-24, G Block, Bandra Kurla Complex,
Bandra (E) Mumbai – 400051



ANNEXURE VII

CONFIDENTIALITY UNDERTAKING

Ref No: _____ Date: --/--/2024

The Chief General Manager
National Bank for Agriculture and Rural Development
Department of Economic Analysis and Research,
2nd floor, B Wing C-24, 'G' Block, Bandra-Kurla Complex
Bandra (East) Mumbai - 400 051

Dear Sir,

We acknowledge that during bidding for Notice Inviting Tender for supply of newspapers and magazines for NABARD, 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 NIT 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 Authorized

Signatory Designation:

Date:



ANNEXURE-VIII

Performance Bank Guarantee Format

(To be executed on a non-judicial stamped paper of appropriate value)

To
The Chief General Manager
Department of Economic Analysis and Research
National Bank for Agriculture and Rural
Development 2nd Floor, B Wing, C-24, 'G' Block
Bandra-Kurla Complex, P.B. No. 8121
Bandra (East), Mumbai – 400 051
Maharashtra

WHEREAS (Name and address of the Agency/Vendor) (hereinafter called –the vendor/ Agency) has undertaken, in pursuance of RFP/contract no..... dated..... to offer Supply of newspapers and magazines to NABARD

AND WHEREAS it has been stipulated by you in the said contract that the Agency shall furnish you with a Bank guarantee by a scheduled commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract.

AND WHEREAS we have agreed to give the Agency such a Bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of..... (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Agency to be in default under the contract, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.



The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Agency.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of NABARD in writing. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 2024.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer.

.....
Seal, name & address of the Bank and address of the Branch.

Date –



Annexure – IX
INTEGRITY PACT

On non-judicial stamp paper of ₹200-00

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 **supplying newspapers and magazines to NABARD Head Office**. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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



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

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

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

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

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

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

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

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

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.



(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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



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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor (IEM) appointed for NABARD is

Shri Jagdeep Kumar Ghai, P&TA, FS (Retd)

Flat 1032, A Wing, Vanashree Society, Sector 58

A&B, Palm Beach Road, Nerul,

Navi Mumbai, Maharashtra – 400 706

Email: jkghai@gmail.com

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

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

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with Confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of



Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The monitor will submit a written report the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

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

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

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

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



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

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

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

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

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

(For & On behalf of the Principal)

(For & on behalf of the Bidder/contractor)

(Office Seal)

(Office Seal)

Place:

Date:

Witness 1:

Name: _____

Address: _____

Witness 2:

Name: _____

Address: _____



Annexure – X

TECHNICAL BID EVALUATION

| S.No | Criteria | Maximum Score | Bidders' response |
|------|---|---------------|-------------------|
| 1. | <p>Necessary Documents:</p> <p>Current GST Number (Enclose copy of Certificate)</p> <p>Address for Communication (with Fax and e-mail)</p> <p>Annual Turnover as per the Income Tax returns of last three years (₹ lakh) @</p> <p>MSE certificate (if applicable)</p> <p>PAN details</p> <p>*All necessary documents which are not mentioned here, but are mandatory for evaluating the competency of the agency</p> | 30 | |
| 2. | <p>Previous Experience:</p> <p>Similar work executed for Govt organisations / Banking institutions / Reputed organisations over the last five years. Work experience certificate/ work order/ invoice should be attached.</p> | 50 | |
| 3. | <p>Availability of Staff:</p> <p>Number of staff for logistics and delivery</p> | 20 | |



