



Request for Quote for Annual Special Audit of KfW assisted programmes

National Bank for Agriculture and Rural Development (NABARD)

Corporate Planning Department

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

Bandra Kurla Complex, Bandra (East)

Mumbai - 400051

Maharashtra

Important Disclaimer:

This Request for Quote is not an offer by NABARD, but an invitation to receive response from eligible interested bidders for Request for Quote for Annual Special Audit of KfW assisted programmes. No contractual obligation whatsoever shall arise from the RFQ process unless and until a formal contract is signed and executed by NABARD with the Bidders. This document should be read in its entirety.



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Key Dates and Information

S. No	Particulars	
1.	आरएफक्यू संख्या/RFQ Number	8540
2.	आरएफक्यू जारी करने की तारीख/RFQ Issuance date	29 May 2024
6.	बोली प्राप्त करने की अंतिम तिथि/समय Last date/time for receipt of BID	12 June 2024 (by 1500 hrs)
7.	बिड खोलने का स्थान / Opening of Technical Bids Place:	NABARD, 'C' Wing, Plot C-24, 'G' Block Bandra-Kurla Complex, Bandra (East) Mumbai , Maharashtra 400 051
8.	चयनित सफल बोलीदाताओं द्वारा प्रस्तुति (यदि आवश्यक हुआ) / Presentation by shortlisted successful Bidders (if required)	No

The dates mentioned above are subject to change and the Bidder acknowledges that he/she cannot hold the Bank responsible for any revision in these dates.



Request for Quote for Annual Special Audit of KfW assisted programmes - General Terms and Conditions

Introduction

NABARD coordinates the implementation of development projects through Project Implementing Agencies (PIAs-NGOs), which are funded by the German Government through KfW. In terms of our agreements with KfW, we need to cause a special audit of the funds disbursed to the NGOs/PIAs as also funds placed with NABARD. We, therefore, need to get the following KfW programmes audited:-

- i. Integration of Watershed Development for Rehabilitation of Degraded Soils and Climate Change Adaption – Phase II (SEWOH II) with reference to the period 01 April 2023 to 31 March 2024.
- ii. Integration of Watershed Development for Rehabilitation of Degraded Soils and Climate Change Adaption – Phase III (SEWOH III) with reference to the 01 April 2023 to 31 March 2024.

2. SEWOH II programme is being implemented in the States of Jharkhand and Kerala and SEWOH III programme is being implemented in Tamil Nadu, Maharashtra and Bihar.

- o The scope of audit will cover
 - o 4 projects in Kerala and 2 projects in Jharkhand under SEWOH Phase II programme.
 - o 2 projects in Bihar, 2 projects in Maharashtra and 3 projects in Tamil Nadu under SEWOH Phase III programme.
 - o Re-audit to be completed on sample basis for one project in each state under SEWOH Phase II & SEWOH Phase III projects.

3. The Special Audit would be conducted:-

- o As per the detailed Terms of Reference (enclosed as Annexure I).
- o Financial audit in the district should cover 100% transactions in respect of utilization of funds received from KfW.
- o In addition to the terms of reference, the basic documents for reference would be the respective agreements for implementing the programmes.
- o The audit to cover different districts and PFAs in each state and to focus on PFAs that have had certain findings/problems in the past. Financial audits in the district should cover 100% transactions in respect of utilization of funds received from KfW.
- o The audit will be based on the financial records of the Programme Implementing Agency (NGO) and the financial records available with NABARD including the audit of the Reimbursement Fund Account/Programme Fund Account with NABARD
- o In respect of the audit of the programme fund account with NABARD, the schedules of receipts and disbursements during the respective years of audit have to be audited
- o To look into the eligibility of all expenditure incurred during the period of audit and to ascertain whether all the expenses incurred are as per the covenants of the agreement and the observations made by KfW and NABARD
- o Verification/Proper use of funds/Accounts at Village Watershed Committee level. Quantification of financial impact of audit observations/findings.
- o The special audit process will also include verifying the compliances (from the Project Implementing Agencies/NGOs) of last year's audit reports and commenting on management's response to the same.

4. Firms interested to take up the audit, may quote their professional fees, exclusive of service charges/taxes/GST, travelling expenses, out of pocket expenses, miscellaneous expenses of final audit reports, for conduct of audit of the above programme. Travelling expenses, out of pocket expenses,



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admissible miscellaneous expenses and service tax will be paid as per extant guidelines. Auditor must bear all the expenditures and submit the bills for reimbursement to NABARD Head Office.

5. The final audit report (04 colour printed copies and a soft copy for each programme), after duly conducting the audit, will have to be submitted as per the following schedule :-

. No.	Programme	Timeline
1	Integration of Watershed Development for Rehabilitation of Degraded Soils and Climate Change Adaption – Phase II (SEWOH II)	01 August 2024
2	Integration of Watershed Development for Rehabilitation of Degraded Soils and Climate Change Adaption – Phase III (SEWOH III)	14 August 2024

6. Interested bidder may submit offer in a sealed cover, super-scribed “Annual_Special Audit of KfW assisted Programmes - SEWOH II (2023-24) and SEWOH III (2023-24)” addressed to the Chief General Manager, Corporate Planning Department, NABARD, HO, C-24, “G” Block, Bandra- Kurla Complex, Bandra (East), Mumbai 400 051, latest by 1500 hours on 12 June 2024.

Terms and Conditions

i. Definitions

- ‘NABARD’ or ‘Organisation’, means National Bank for Agriculture and Rural Development.
- ‘Vendor’ or ‘Bidder’ means the bidder of the RFQ.
- ‘RFQ’ means the Request for Sealed Quotation.
- ‘Recipient’ or ‘Respondent’ or ‘Bidder’ means the agency which has submitted the RFQ documents.
- ‘Offer’ or ‘Bid’ means response to RFQ documents submitted by the Recipient to NABARD.
- Services means Annual Special Audit of KfW assisted programmes
- Bank means “**NABARD**”.
- Proposal means the Financial Proposal/bid.
- Bid means the response received in the prescribed format from a bidder in accordance with the RFQ.
- Website means NABARD “s official website “<https://www.nabard.org/>”.

ii. Recipients

The RFQ document is intended for the information and action of the party to whom it is issued (“**the Recipient**” or “**the Respondent**” or “**the Bidder**”) and no other person or organization.

iii. Indemnity

- The **Successful Bidder** shall, at his 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 its (Bidder's) employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub-



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contractors, suppliers, agent(s), employed/engaged otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

- b) The Bidder 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
- ✓ an act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract,
 - ✓ breach of any of the terms of this RFQ or breach of any representation or warranty by the Bidder,
 - ✓ Use of the deliverables and or services provided by the Bidder,
 - ✓ 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.
- c) The Bidder shall further indemnify NABARD against any loss or damage to NABARD or NABARD's premises or property, NABARD's data, loss of life, etc., due to the acts of the Bidder's employees or representatives.

iv. **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 attendance at meetings, discussions, etc. and providing any additional information required by the NABARD, shall be borne entirely and exclusively by the Respondent.

v. **Legal Relationship**

No binding legal relationship shall exist between any of the Respondents and NABARD until execution of a contract.

vi. **Recipients' obligation to inform itself**

It is the Recipient's responsibility to conduct all necessary investigations and analysis regarding any information contained in the RFQ document and the meaning and impact of that information.

vii. **Errors and Omissions**

Each Recipient should notify NABARD of any error, omission, or discrepancy found in this RFQ document. Notification should be addressed to the email id tender.cell@nabard.org

viii. **Acceptance of Terms and Conditions**

Recipient shall, by responding to NABARD with a submission, be deemed to have accepted the terms and conditions of this document in totality without any condition whatsoever

ix. **Acceptance of Terms and Conditions**

Recipient shall, by responding to NABARD with a submission, be deemed to have accepted the terms and conditions of this document in totality without any condition whatsoever

x. **Liabilities of NABARD**

This RFQ is not an offer by NABARD, but an invitation for Vendor/Bidder responses. No contractual obligation on behalf of NABARD whatsoever shall arise from the RFQ process unless



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and until a formal contract is signed and executed by duly authorized officials of NABARD and the Vendor/Bidder.

Qualification Criteria for RFQ

- i. The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices/poor performance/failure issued by the Govt. of India/State Govt. /Govt. Depts. /PSUs/World Bank/Asian Development Bank etc. A declaration to this effect shall be submitted by the bidder.
- ii. The Bidder should have proven experience of conducting Audits of development projects for three years.
- iii. The Bidder should have proven experience of Audits of minimum five development projects in last three years.
- iv. Copy each of the Letters of Awards/Purchase Orders.
 - ✓ Certificates are to be enclosed while submitting the bids.
- v. The Bidder should be financially sound, positive net worth and profit making in the last year with an average turnover of 10 Lakh in last 3 years.
- vi. The Bidder must have G.S.T./Service Tax Registration/ Trade Tax /VAT/TIN /PAN at the time of bid submission of sealed quotation. Documentary evidence in this regard is required to be submitted.
- vii. In case of any discrepancy /Non- submission of documents NABARD has right to call for additional documents or remove discrepancy, which the document would facilitate proper assessment.

Lodgement of RFQ

- i. The sealed envelope must be super-scribed as “**Request for Quote for Annual Special Audit of KfW assisted programmes**” containing all documents including financial bid. Proposals should be dropped in the Box placed at the address given.
- ii. NABARD in its absolute discretion may reject the bids received from the Bidder in following cases:
 - a. Submission of the bid after the date and time stipulated in this RFQ Document.
 - b. Misleading/incomplete information/submission of improper/incomplete documents.
 - c. Only one bid shall be accepted from one Bidder. In case, the Bidder is submitting more than one bid, all the bids submitted by the Bidder shall be disqualified.
- iii. Erasures or Alterations

Technical and financial details must be completely filled up. Corrections or alterations, if any, should be authenticated by the authorized representative of the Company/Firm submitting the bid.
- iv. Validity Period of financial bid



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The proposal/commercials shall remain valid for a period of at least 180 days from the date of the submission of offer. The Bidder may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by NABARD prior to the closing date and time prescribed for submission of offer. No offer can be modified or withdrawn by the Bidder, subsequent to the closing date or time for submission of offer.

Other Terms and Conditions

i. **Adherence to Terms and Conditions**

- a. The Bidders who wish to submit responses to this RFQ should note that they should abide by all the terms and conditions contained in the RFQ. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

ii. **Right to Accept or Reject the Quotation/Proposal**

- a. NABARD does not bind itself to accept the lowest bid or any or all Quotations and
- b. Reserves to itself the right to
 - i. accept or reject any or all the 'Quotations', either in whole or in part without assigning any reasons for doing so,
 - ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format.
 - iii. Extend the time for submission of proposals.
 - iv. Use the information/ clarifications provided in response to RFQ by bidder in any form, for evaluation purpose.
 - v. Cancel the RFQ at any stage, without assigning any reason whatsoever.
 - vi. Change the time schedule of the RFQ for inviting the bids or evaluation thereof.
 - vii. Modify any specifications related to technical requirements
- c. If any conditions are violated at the time of submission of 'Quotations', they will be Liable to be summarily rejected.

iii. **Professional advice**

- a. The vendor should provide professional, objective and impartial advice at all times and hold the NABARD's interests paramount and should observe the highest standard of ethics while executing the assignment.

iv. **Adherence to Standards**

- a. The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. The Bidder should provide a fully compliant system with latest certification/standards prevailing in the industry and ensure their time to time pupation.



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- b. NABARD reserves the right to ascertain information from other institutions to which the bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of bidder selection and any strong adverse comment/action about product or service would make the bidder ineligible for further assessment/processing.

v. Expenses

- a. NABARD shall not pay any amount towards expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. other than agreed by NABARD.

vi. Dispute Resolution

- a. NABARD and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, NABARD and the vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
- b. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to sole Arbitrator appointed by NABARD and the award of the Arbitrator shall be final and binding on the parties. The arbitration proceedings and the venue of the arbitration shall be at Mumbai. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

Determination of Vendor/Bidder:

NABARD will open the bids on the stipulated day and time in the presence of authorized representatives of the Bidders. Even if only one Bidder/no Bidder is present, the bids will be opened. The decision in regard to engagement of a Bidder for the job referred to in the RFQ document will be generally based upon its technical capability and lowest financial bid. The mode of payment of fee i.e. the final price of the successful Bidder will be as to be agreed upon between NABARD and the selected Bidder.

Terms of Payment

Payment shall be made against Invoices. All applicable taxes, if any, at the time of release of payments, shall be deducted at source as per prevailing rate while making any payment. Payment would be made as per rate quoted in bid after submission of audit report to NABARD and its acceptance by NABARD.

Force Majeure

- i. The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.
- ii. For the purpose of this clause. "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and



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fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

- iii. In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- iv. 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, the parties shall hold consultations with each other in an endeavour to find a solution to the problem.
- v. Notwithstanding above, the decision of NABARD shall be final and binding on the Bidder.

Order cancellation

- i. NABARD reserves its right to cancel the entire/unexecuted part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions: -
 - a. Delay in audit and submission of reports (except with written permission from NABARD).
 - b. Any other appropriate reason in view of NABARD.



TERMS OF REFERENCE (“TOR”)

Assurance Engagement in accordance with ISAE 3000 (Revised) for funds disbursed under the (Simplified) Reimbursement Procedure

Name of project/programme: ... (the “**Project**”)

KfW reference no.: ...

LOGAS reservation no.: ... (if available)

Name of Authorized/Authorized Third Party, Project-Executing Agency and/or Project Implementation Unit: ... (the “**Entity**”)

The Reimbursements (“Subject Matter”)

1. Under the financial conditions of the Project’s Loan/Grant Agreement (“Financing Agreement”) and the pertaining Separate Agreement, Project (part of) funds are disbursed under the “**Reimbursement Procedure**” as defined in the Annexes “Total Cost and Financing” and “Disbursement Procedure” of the Separate Agreement.
2. The present assurance engagement shall cover all funds pre-financed in full by the “Entity” which were later on reimbursed by KfW under the financial conditions of the Financing Agreement.
3. The preparation of the Project Financial Reports (“**Financial Reports**”), the Statements of Expenditures (= List of Expenditures / “**SOE**”) and the related disbursement requests (overall “**Subject Matter Information**”) is the responsibility of the “Entity”.
4. The financial information shall be established in accordance with consistently applied accounting standards and the underlying agreements governing the use of funds, notably the Financing Agreement(s) including the corresponding Separate Agreement as well as other agreements dealing with the payment flows under this Reimbursement Procedure (together the “**Relevant Agreements**”).

Scope

5. This engagement is a reasonable assurance engagement in accordance with International Standard on Assurance Engagements **ISAE 3000 (Revised)** as published by the International Auditing and Assurance Standards Board of the International Federation of Accountants. This standard requires that the auditor/ practitioner will plan and perform procedures considered necessary to obtain reasonable assurance about the Subject Matter Information (including – if necessary – on-site visits).

Please note: We do not accept a limited assurance engagement.

6. The assurance engagement will be carried out annually (“**Reporting Period**”) and shall cover all expenditures/costs and reimbursements of the Reporting Period.



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Objective

7. The objective of the assurance engagement is to permit the auditor/practitioner to express a conclusion on the Subject Matter Information (see paragraph 3) and to obtain reasonable assurance on expenditure of project funds / incurred project costs, i.e., whether the Subject Matter Information is free from material misstatement regarding proper use of KfW funds according to the criteria (“**Criteria**”) listed in **Annex A**.
8. The auditor/practitioner shall consider that mere account transfers as well as advance payments to Project Partners and service providers which have not been cleared until the end of the Reporting Period must be shown separately as receivables in **Annex B**.
9. The auditor/practitioner shall express a conclusion with reasonable assurance to each criterion listed in Annex A.

Reporting

10. The Report(s) shall
 - (a) be issued by a renowned auditor/practitioner in English language.
 - (b) be presented annually (as signed final version only and approved by the Entity) not later than three months after the end of the Reporting Period.
The last audit report shall be presented no later than three months after the end of the Reporting Period in which the final reimbursement under the Subject Matter was effected.
 - (c) include at a minimum the following elements:
 - description of the Subject Matter
 - description of significant limitations
 - (d) state in a separate paragraph that taxes or other contributions have not been included in the reimbursement requests to KfW, if the Relevant Agreements prohibit financing of these costs.
 - (e) comprise the auditor’s/practitioner’s statement on the seriousness of observations noted including the consequences of specific deficiencies, if any.
 - (f) contain the following annexes:
 - Annex A and B (completely filled)
 - Definition of “Relevant Documents” for procurement (see Annex C)
 - these ToR

Management Letter / Statement on Internal Control

11. The auditor/ practitioner shall prepare a “**Management Letter**” or “**Statement on Internal Control**” containing
 - (a) comments and recommendations on
 - the accounting records
 - systems and controls examined (with special focus on the handling of project receivables such as advances, tax claims, etc)



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- procurement systems, procedures and controls (with special focus on conformity to KfW guidelines and other relevant documentation agreed upon, see Annex C of these ToR). In case of comments on procurement systems, these shall be presented in a separate chapter and shall include a list of all affected contracts with contract values.
- (b) specific deficiencies and areas of weakness identified in relevant systems and controls. The auditor/practitioner shall rank them according to importance together with recommendations for their improvement.
- (c) a report on actions taken by the management to make improvements with respect to deficiencies and areas of weakness reported in the past.
- (d) any other matters that the auditor/ practitioner considers pertinent.
- (e) the management's position on each of the observations made.

The financial impact of findings must be quantified.

Liability

12. The amount of the professional liability insurance shall be based on local/regional standards for audit companies. When prompted to do so, the auditor/practitioner will provide KfW with evidence of his liability insurance.

Review

13. The auditor/practitioner shall keep documentation supporting his conclusion until at least five years after completion of the assurance engagement and shall have them accessible at all times for review by KfW or any third party commissioned by KfW.



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NABARD

Annex A (to be attached to every report as integral part)

SUMMARY

Name of Project: ...

KfW Ref. No. ...

Subject Matter: ...

Reporting Period: ...

[Only if applicable:] The Funds were (partially) channelled through the Entity to the following Project Partner(s) for final use:

Project Partner	Country	Sub-Project

Within the scope of our reasonable assurance engagement under the Project, performed in accordance with **ISAE 3000 (Revised)**, we give our conclusion on the following criteria:

Applied Criteria	**Conclusion (YES/ Yes, except for .../ NO)	Summary of work performed (see para. 69 of ISAE 3000)
a) All expenditure/incurred costs stated in Annex B were in accordance with the Project purpose as specified in the Relevant Agreements.		
b) The following items are supported by relevant and reliable evidence (such as contracts, invoices, guarantees, procurement documentation etc.): <ul style="list-style-type: none"> • incurred costs paid • cleared receivables of previous periods There are no indications that any expenditure had already been financed by other sources.		
c) The SOE sent to KfW during the Reporting Period can be relied upon to support the related disbursement requests. Clear linkage exists between the SOE and disbursement requests presented to KfW and the accounting records of the Entity. <ul style="list-style-type: none"> • Cash flows of KfW Funds to final beneficiaries can be traced without any gaps • Exchange rates used are plausible and have been applied consistently • The costs are in line with the budget positions agreed with KfW • Fixed Asset registers have been maintained properly 		



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d) Goods and Services have been procured in accordance with the Relevant Agreements, especially the applicable KfW “Guidelines for the Procurement of Consulting Services, Works, Plant, Goods and Non-Consulting Services in Financial Cooperation with Partner Countries”, and any other relevant document (see Annex C), including adherence to all required No-Objections, thresholds and associated conditions.		
e) No other important findings and observations have been disclosed during the engagement.		In addition: Please indicate here whether a Management Letter has been issued or not.
f) Material observations raised in previous audits have been cleared.		

**Note: Please insert

- “YES” in case of an unqualified conclusion
- “YES, except for ...” in case of a qualification
- “NO” in case of another modification of the conclusion

All modifications of the conclusion require a reference to a detailed description in the Report or Management Letter.

The following costs are questionable / ineligible		
<i>Sample size</i>	<i>Currency / amount</i>	<i>Reference to Report or Management Letter</i>

Any questionable/ ineligible cost shall be detailed in the Report or Management Letter with an explanation stating facts and reasons.

Date:

Stamp and Signature of the auditor/practitioner:



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Annex B (to be attached to every report as integral part)

KfW Ref. No.		
Reporting Period: ...		Currency: ...
a) Balance at the beginning of the Reporting Period as per previous report, i.e. cumulated costs incurred but not yet reimbursed by KfW until the end of the previous reporting period		
b) Expenditures during Reporting Period	plus	
c) Reimbursements from other donors	less	
d) Reimbursements from KfW	less	
e) Balance at the end of the Reporting Period, i.e. cumulated costs incurred but not yet reimbursed by KfW until the end of the current reporting period	/	(If the balance is not zero, or the expenditure does not correspond to the SOE of the Reporting Period, please explain)

Supplement 1: Project receivables

	Entity (e.g., Project Executing Agency)	Project Partner ...	Project Partner ...	Project Partner ...	Project Partner ...
		Currency:	Currency:	Currency:	Currency:
Opening balance of receivables such as advances, tax claims etc. paid from KfW funds but not cleared by the end of previous Reporting Period					
Receivables of previous	Less				



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Reporting Periods: cleared during Reporting Period						
New Receivables paid in Reporting Period and not cleared by the end of Reporting Period	Plus					
Total receivables not cleared at the end of Reporting Period						

Receivables paid and cleared within the Reporting Period shall not be considered here.

Supplement 2: Retention Account	
- <i>If any</i> - Balance Retention Account by the end of this reporting period:	

Date:

Stamp and Signature of the auditor/practitioner:

**Annex C (to be attached to every Report as integral part)****Definition of “Relevant Documents” for Procurement**

The Separate Agreement is always applicable and defines the details of the procurement procedures and potential relevance of the other documents/ rules/ laws listed below:

Separate Agreement, dated ... (incl. KfW’s Procurement Guidelines)
Procurement-relevant amendments (or attachments) to the Separate Agreement, e.g., by Minutes of Meeting, dated ...
Procurement (Procedures) Manual (if applicable; has preference over the Separate Agreement), dated ...
Procurement Plan, dated ... (current version)

**Request for Quote for Annual Special Audit of KfW assisted programmes****Annexure II****Letter to NABARD, Head Office, Mumbai on Bidder's letterhead for
Acceptance of Terms and Conditions of RFQ***

**The Chief General Manager
Corporate Planning Department,
National Bank for Agriculture & Rural Development
2nd Floor, 'C' Wing, Plot No C-24, 'G' Block,
Bandra-Kurla Complex,
Bandar (East) Mumbai-400051.**

Dear Sir,

**Sub: Request for Quote for Annual Special Audit of KfW assisted programmes – Acceptance
of Terms and Conditions**

1. With reference to the above Request for Quotation (RFQ), having examined and understood the instructions, terms and conditions forming part of your above inquiry, we hereby enclose our offer for supply of our services as detailed in your above referred inquiry.
2. We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred (RFQ) and enclosures. We also confirm that the offer shall remain valid for 180 days from the date of offer.
3. We also understand that NABARD is not bound to accept the offer either in part or in full. If NABARD rejects the offer in full or in part, NABARD may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

***Not to be indicated on Letter head.**



NABARD

Annexure III

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Bidder's/Company's Profile

S. No.	Particulars	Compliance
1.	Name of Company/Firm	
2.	Address of Company/Firm	
3.	Phone No.	
4.	Fax No.	
5.	Website (Yes/No) If Yes, URL address	
6.	Email	
7.	Mumbai Address, Phone, Fax & Email of Company/Firm, if any	
	Memorandum and Article of Association showing objectives of the Company/Firm (Attach)	
9.	GST Registration No.	
10.	PAN	
11.	Name & Designation of Contact Person	
12.	GST Registration No.	
13.	Mobile No. and Email of the Contact Person	
14.	Balance Sheet, Income Tax Return and GST Returns for last 3 years(Attach)	
15.		

We confirm that all the information/statements/documents submitted herewith are true and correct.

Place:

Authorized Signatory of Company/Firm

Date:

Name & designation

Annexure IV

Financial Bid
(On Company's letter head) *

Request for Quote for Annual Special Audit of KfW assisted programmes

(Amount in ₹)

S. No	Name of programme	Price (B)	Taxes (C)	Total (D=B+C)
1.				
2				
Grand Total				

Place:**Authorized Signatory of Company/Firm Date:****Name & Designation:*****Not to be indicated on Letter head.**

Annexure V

Undertaking of Confidentiality

(This undertaking should be on the letterhead of the Bidder duly signed by an authorized signatory)*

To,

**The Chief General Manager
Corporate Planning Department
National Bank for Agriculture & Rural Development
2nd Floor, 'C Wing', Plot No C-24, 'G' Block,
Bandra-Kurla Complex, Bandra (East)
Mumbai - 400051**

Sub: Request for Quote for Annual Special Audit of KfW assisted programmes

We hereby undertake that we shall not reproduce, transmit, or make available of the RFQ document to any other party (ies) without NABARD's written permission. We shall maintain confidentiality of the documents.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Name of the Company/Firm

***Not to be indicated on Letter head.**

Annexure VI

Non-Disclosure Agreement Form

(On bond paper value Rs.100, to be submitted by successful bidder only)

This Non-Disclosure Agreement made and entered into at this.....day of

BY AND BETWEEN

..... Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD Head Office, C-24, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051 (hereinafter referred to as "NABARD" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Vendor/Bidder and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Quotation (RFQ) Request for Quote for Annual Special Audit of KfW assisted programmes (hereinafter referred to as Vendor/Bidder) has through an RFQ process, bid for the work and in the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor/Bidder some Confidential Information (as hereinafter defined), to enable the Vendor/Bidder to carry out the aforesaid exercise (hereinafter referred to as "the Purpose").
2. The Vendor/Bidder is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFQ or otherwise shall remain confidential.
3. The Vendor/Bidder is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and or proprietary to NABARD.
4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.
5. Receiving Party means who receives the confidential information.
6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and NABARD granting the Vendor/Bidder and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

- (i) "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the Vendor/Bidder during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor/Bidder to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";
- Confidential Information also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- (ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential.
- (iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- (iv) The Vendor/Bidder may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.
- (v) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.
- (vi) Confidential Information does not include information which:
- a) Is or subsequently becomes legally and publicly available without breach of this Agreement.
 - b) Was rightfully in the possession of the Vendor/Bidder without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the Vendor / Bidder shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the Vendor / Bidder.
 - c) Was rightfully obtained by the Vendor/Bidder from a source other than NABARD without any obligation of confidentiality,
 - d) Was developed by for the Vendor/Bidder independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
 - e) The Vendor / Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - f) Is released from confidentiality with the prior written consent of the other party.

- (vii) The Vendor / Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Vendor / Bidder.
- (viii) Confidential Information shall at all times remain the sole and exclusive property of Disclosing party. Upon termination of this Agreement, Confidential information shall be returned to the Disclosing Party or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of the Parties in respect of the Confidential Information.
- (ix) In the event Vendor/Bidder is legally compelled to disclose any Confidential Information, Vendor/Bidder shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. Vendor/Bidder shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the System Integrator will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The Vendor/Bidder shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor/Bidder who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor/Bidder shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The Vendor/Bidder agrees to notify NABARD immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a. Information regarding 'NABARD' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b. Any aspect of NABARD's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c. Business processes and procedures; or
- d. Current and future business plans; or
- e. Personnel information; or
- f. Financial information.
- g. Capital adequacy computation workings

3. Publications

The Vendor/Bidder shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether

through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Vendor/Bidder hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor/Bidder further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with. Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The Vendor/Bidder agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by NABARD to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

- 7.1 The Vendor/Bidder acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Vendor/Bidder will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor/Bidder, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).
- 7.2 Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- 7.3 Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- 7.4 Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a) Suspension of access privileges
- b) Change of personnel assigned to the job
- c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Vendor / Bidder or its employees or advisors or representatives.
- d) Termination of contract

7.5 Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

- 9.1 Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.
- 9.2 Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- 9.3 The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- 9.4 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Vendor/Bidder to NABARD shall be the property of the NABARD and shall not be considered as confidential information to the NABARD. However, such service / solutions or other deliverables shall be considered as confidential information by the Vendor/Bidder and shall not be disclose such details to any third parties without having the express written permission of the NABARD.
- 9.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 9.6 In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- 9.7 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at Mumbai shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD) Name:

Designation:

Place:

Signature

For _____ Ltd and on behalf of
Name :
Designation:
Place:
Signature
IN THE PRESENCE OF
Signature Name:
Date: Signature Name:
Date:

Annexure VII

Non-Blacklisting / Non –Debarment Declaration (On the Organization’s letterhead)

Part A. In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list since 01.04.2020 declared by any Bank, Financial Institution, Govt.'s Vendor Black List or debarred except as indicated below: (Here give particulars of blacklisting/debarment and in absence thereof state “NIL”)

Part B. In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist since 01.04.2020 declared by any Bank, Financial Institution, Govt's Vendor Black List or debarred, except as indicated below (Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”)

Part C. In the case of Company:

We hereby declare that we have not been placed on any blacklist since 01.04.2020 declared by declared by any Bank, Financial Institution, Govt's Vendor Blacklist or debarred, except as indicated below: (Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”) * We hereby declare that we have not withdrawn any bid after being selected as L1 It is also understood that if this declaration is found to be false in any particular, NABARD shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place: Signature of Bidder: _____

Date:

Name of Signatory: _____

Annexure VIII

Pre Contract Integrity Pact

(On Bond Paper Value of ₹ 200/- to be submitted by all bidders)

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 Jagdeep Kumar Ghai,
PTA & FS(Retd), Flat 1032,
A Wing, Vanashree Society, Sector 58 A&B,
Palm Beach Road, Nerul, Navi Mumbai, Pin 400 706.

- (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
NABARD

BIDDER
Chief Executive Officer
Organisation

Witness
1. _____
2. _____

Witness
1. _____
2. _____

Annexure IX

List of projects under KfW Soil (SEWOH Phase II)

S. No	Name of State	Name of District	Name of the Watershed project
1	Kerala	Kasaragod	Mugu
2	Kerala	Kasaragod	Kunjar
3	Kerala	Kasaragod	Pettikund -Channappamchal
4	Kerala	Kasaragod	Cheripadi
5	Kerala	Kasaragod	Banatpadi
6	Kerala	Kasaragod	Mallam - II
7	Kerala	Kasaragod	Perladukkam
8	Kerala	Kasaragod	Barkol
9	Kerala	Kasaragod	Kadar
10	Kerala	Kasaragod	Permude
11	Kerala	Kasaragod	Bejja
12	Kerala	Kasaragod	Malamkadapu
13	Kerala	Kasaragod	Puthiyaparambu
14	Kerala	Wayanad	Chethalayam
15	Kerala	Wayanad	Amarakunni
16	Kerala	Wayanad	Mattilayam
17	Kerala	Wayanad	Brahmagiri
18	Kerala	Wayanad	Chettipambra
19	Kerala	Wayanad	Pannikkal
20	Kerala	Wayanad	Kottur
21	Kerala	Wayanad	Porlom
22	Kerala	Wayanad	Cheruvallam
23	Kerala	Wayanad	Soochippara
24	Kerala	Palakkad	Ettadithodu
25	Kerala	Palakkad	Chalavara
26	Kerala	Palakkad	Nattukal
27	Kerala	Palakkad	Pezhumpara
28	Kerala	Palakkad	Kavasserri
29	Kerala	Palakkad	Athipotta
30	Kerala	Palakkad	Pullundassery
31	Kerala	Palakkad	Konnakkal Kadvau
32	Kerala	Palakkad	Nagalasseri
33	Kerala	Palakkad	Anchammile
34	Kerala	Palakkad	Poothankayam
35	Kerala	Palakkad	Chazhiyattiri
36	Kerala	Palakkad	Pazhaniyar Palayam
37	Kerala	Palakkad	Ponnamkalluthodu
38	Kerala	Palakkad	Kakkyur
39	Kerala	Palakkad	Kuppandivara
40	Kerala	Palakkad	Nadupatty
41	Kerala	Palakkad	Chullimada
42	Kerala	Palakkad	Thiranjakode
43	Kerala	Palakkad	Mullanthodu
44	Jharkhand	Deoghar	Sekhar Nawadih
45	Jharkhand	Deoghar	Tatkiyo
46	Jharkhand	Dhanbad	Garga
47	Jharkhand	Dumka	Amjhari
48	Jharkhand	Dumka	Dholpahari

49	Jharkhand	Giridih	Kiyajore
50	Jharkhand	Godda	Lathibari
51	Jharkhand	Khunti	Bamni
52	Jharkhand	Pakur	Karanghati
53	Jharkhand	Palamu	Karar
54	Jharkhand	Seraikala	Karkarinadi
55	Jharkhand	West Singhbhum	Bandijhari

Annexure X

List of projects under KfW Soil (SEWOH Phase III)

S.No.	Name of State	Name of District	Name of the Watershed project
1	Bihar	Aurangabad	Lilji Nala
2	Bihar	Aurangabad	Keshar Nadi
3	Bihar	Banka	Barantar
4	Bihar	Banka	Kharkana
5	Bihar	Gaya	Jaigeer
6	Bihar	Jamui	Ghormo
7	Bihar	Jamui	Karangarh
8	Bihar	Jamui	Phoksa
9	Bihar	Munger	Barmani
10	Bihar	Munger	Kareli
11	Maharashtra	Beed	Bavi
12	Maharashtra	Beed	Zapewadi
13	Maharashtra	Nanded	Ghodaj
14	Maharashtra	Nanded	Umraj
15	Maharashtra	Nandurbar	Anjane
16	Maharashtra	Nandurbar	Kadwan
17	Maharashtra	Nandurbar	Jamda
18	Maharashtra	Nandurbar	Marod
19	Maharashtra	Nandurbar	Vadfali
20	Maharashtra	Nashik	Jamgaon
21	Maharashtra	Pune	Pabal
22	Maharashtra	Pune	Futanwadi
23	Maharashtra	Yavatmal	Shedichemad
24	Tamil Nadu	Cuddalore	Kotteri
25	Tamil Nadu	Cuddalore	Kolathankurichi
26	Tamil Nadu	Cuddalore	Narumanam
27	Tamil Nadu	Cuddalore	Thandakkarakuppam
28	Tamil Nadu	Dharmapuri	Vattuvanahalli
29	Tamil Nadu	Erode	K N Palayam
30	Tamil Nadu	Krishnagiri	Kuppachiparai
31	Tamil Nadu	Kanchipuram	Arapedu
32	Tamil Nadu	Madurai	Kidaripatti
33	Tamil Nadu	Madurai	Mathippanur
34	Tamil Nadu	Madurai	Sekkipatti
35	Tamil Nadu	Pudukottai	Amburpatti
36	Tamil Nadu	Pudukottai	Avvaiyarpatti
37	Tamil Nadu	Perambalur	Nattarmangalam
38	Tamil Nadu	Ramanathapuram	Anjukottai
39	Tamil Nadu	Ramanathapuram	Nagarikattan