

INVITATION TO TENDER
AND
INSTRUCTIONS TO TENDERERS
For Hiring Software Developers

Tender Ref. No: NABFINS/014/2023-24

NABFINS LIMITED, Bengaluru



Table of Contents

Sl. No.	Particulars	Page No.
1	Invitation to tender and instructions to tenderers	3
2	Disclaimer	4
3	Tender Notification	5
4	Instructions with regard to submission of tender	6 - 10
5	Roles & Responsibilities of the resource (Annexure I)	11 - 12
6	Acceptance Certificate (Annexure II)	13
7	Organizational Profile of the Vendor/Bidder (Annexure III)	14 - 15
8	Bidders Eligibility Criteria (Annexure IV)	16
9	Specimen of Letter of Undertaking (Annexure V)	17
10	Integrity Pact (Annexure VI)	18 - 22
11	Financial Bid for hiring Software Developer (Annexure VII)	23



NABFINS LIMITED
TENDER FOR HIRING SOFTWARE DEVELOPER

NABFINS Limited invites tenders from IT Staff Augmentation service providers for hiring 2 nos. of Software Developers. The roles and responsibilities of the resource is given in the Annexure I)

1	Bid Document Availability	Bid document can be downloaded from Company's website www.nabfins.org from 3 pm on 02 nd March, 2024 till 03.00 pm on 27 th March, 2024
2	Last date for submission of Pre-bid queries (Pre-bid queries may be mailed to ho@nabfins.org)	14 th March, 2024 till 05:30 PM
3	Pre-bid Meeting	18 th March, 2024 at 11:00 AM
4	Last date for submission of tender	27 th March, 2024 till 03:00 PM
5	Date and time of opening of tender	Opening of bid – 27 th March, 2024 at 03:00 PM.
6	Address for Communication and submission of Tender	Chief Technology Officer NABFINS Limited, 3072, 14 th cross, Banashankari K R Road, Bengaluru – 560 070
7	Name and telephone number of the contact person	Mr. Nikesh Venugopal (Mob:8861233112) Ms. Adeeshaya D (Mob: 8848663637) Mail id: ho@nabfins.org
8	Roles and Responsibilities of the resource	Annexure I
9	Documents to be submitted	Tender documents shall be submitted in sealed envelope cover bid mode. (Need to write “Software Developer” on the envelop) a) Annexure I b) Acceptance Certificate as per Annexure II c) Organizational / Financial Profile of the Vendor/Bidder as per Annexure III d) Bidders Eligibility Criteria as per Annexure IV e) Undertaking by the Authorized Signatory of the Vendor/Bidder as per Annexure V f) Integrity Pact as per Annexure VI g) Financial bids as per Annexure VII
10	Validity of price quotation	The price quoted shall be valid for a period of 90 days from the date of opening of financial bid.



DISCLAIMER

The information contained in this tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of NABFINS Limited (company), is subject to the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

This tender document is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary obtain independent advices / clarifications.

The company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender. No contractual obligation whatsoever shall arise from the tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way for participation in this Bid stage.

The company also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this tender.

The issue of this tender does not imply that the company is bound to select a Bidder and the company reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding process.



Tender notification



NABFINS Limited, Bengaluru

Ref.No.: NABFINS/014/2023-24

Date: 02-03-2024

TENDER NOTICE

Sealed tenders are invited from IT Staff Augmentation service providers for hiring 2 no. of Software Developer.

Information relating to the tender can be viewed and the tender documents can be downloaded from our website www.nabfins.org.

The sealed tenders should reach the undersigned on or before 27th March, 2024 till 03:00 PM

Sd/-

Chief Technology Officer



INFORMATION SUMMARY

1. INTRODUCTION

1.1 NABFINS Limited (hereafter referred to as the company or NABFINS) is a public limited company registered as a Non-Banking Finance Company– Micro Finance Institution (NBFC – MFI) with the Reserve Bank of India. It is a subsidiary of National Bank for Agriculture and Rural Development (NABARD). The other shareholders of the company are the Government of Karnataka, Canara Bank, Union Bank of India, Federal Bank, Dhanalaxmi Bank and few other individuals. NABFINS was launched in 2008 and has been in microfinance business since then. For further details please visit www.nabfins.org

1.2 NABFINS is presently in a phase of digital transformation wherein the Company is looking forward to building technological solutions to cater to the emerging needs within the organisation as well as in its approach towards client outreach. In order to further its digital transformation efforts, the Company is looking for partners who can support the Company with staff augmentation services.

1.3 The resources provided by the vendor should possess the relevant skillsets to handle web/desktop application development in .Net Framework (C#), mobile application development (Xamarin) and working knowledge in SQL Server Database and in writing queries. The broad scope of work shall be developing new modules and maintenance of existing modules of the in-house applications in use in the Company. The scope of work and resource requirements are detailed in the Annexure I.

2. BIDDER QUALIFICATIONS

Offers are invited only from those Vendors/Bidders who fulfil the following eligibility criteria:

- a) The Resource offered should comply with the roles and responsibilities indicated in Annexure I.
- b) The Vendor/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the Vendor/Bidder should be submitted as a part bid (Annexure V).
- c) The vendor/bidder should be a profit making entity for the past 3 (three) years and its Annual Turnover during the last 3 years should not be less than ₹25 lakhs. Supporting documents in this regard should be provided as a part of bid.

NOTE: This should be individual company's turn over and net profit and not that of group of companies.

Agreement:

The issue of Work Order by NABFINS LIMITED shall be construed as a binding contract. The successful bidder shall enter into a formal Service Level Agreement and Non-Disclosure Agreement with the Company.



Confidentiality:

The details of the proposed contract shall be treated as confidential information between NABFINS LIMITED and Vendor/Bidder. Any such information shall not be passed on in part or in full to any third party without NABFINS LIMITED's prior written approval.

The Bidder/Vendor shall ensure that complete confidentiality is maintained by them and all their personnel, with regard to all information relating to NABFINS LIMITED. Unless required under law, Bidder/Vendor assures NABFINS LIMITED that neither Bidder/Vendor nor any of their personnel shall at any time divulge, disclose or make known to any third parties any business process or date, trust, accounts, matters or transactions whatsoever pertaining to NABFINS LIMITED.

Order cancellation:

NABFINS LIMITED reserves its right to cancel the Work Order at any time by assigning appropriate reasons in the event of one or more of the following conditions: -

- a) Bidder should provide the resource within 20 days from the date of Work Order. The resource should be well-qualified meeting the minimum eligibility criteria as stipulated in Annexure 1 and should be capable of handling the tasks mentioned in Annexure 1.
- b) In case the resource is not provided within 20 days from the work order date, the work order is deemed to be cancelled.

Right to Accept or Reject the Bid

NABFINS LIMITED shall reserve the right to accept/reject and cancel the bid, or withdraw the tender at any stage before or after acceptance of bid, without assigning any reason. NABFINS LIMITED shall not be responsible for damage/ loss to bidders on account of such withdrawal at any stage from the sale.

Force Majeure

- a) 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.
- b) 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 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.
- c) 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.



- d) 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.
- e) Notwithstanding above, the decision of NABFINS LIMITED shall be final and binding on the Bidder.

Terms and Conditions

1. The vendor shall schedule interviews of the prospective resources with the IT Team of the Company who may select the suitable resource for the Company.
2. If the Company feels that the resource allotted fails to meet the requirements of the Company, the said resource shall be replaced by the vendor by another resource capable of carrying out the tasks as per the contractual scope upon request from the Company.
3. The source code or any other artefacts developed or designed by the resource shall be the Company's property. All IPR (Intellectual property rights) of the applications of the organisation including the modifications made by the vendor's resources are and shall remain with NABFINS at all times.
4. All the materials/documents/code supplied by NABFINS and/or materials/documents/code developed by the vendor or its resources pursuant to or connected with this contract at all times shall remain the exclusive property of NABFINS and neither the vendor nor its resources shall in any manner use the same or dispose the same for any other purposes falling beyond the scope and purpose of this assignment.
5. The vendor shall be solely responsible for the acts of the resources allocated in carrying out the services to the NABFINS under this contract and the resources by default shall adhere to the clauses herewith
6. The vendor shall comply with all applicable statutes in respect of resources allocated by them.
7. The resources shall be the employees of the vendor and NABFINS, will not be construed as the employer and it is mutually declared that no employer-employee relationship exists between NABFINS and the resource so engaged by the vendor for providing the services as per this contract.
8. The vendor and the resources they provide shall not reproduce or copy any confidential information in any form or attempt to do the same except as is required or is necessary for the purpose of giving effect to this Contract. This clause shall survive the date of expiry or termination of this Contract with the successful bidder.
9. The resource should be available at NABFINS Head Office, Bengaluru from 9.30 AM to 5.30 PM on all working days of the Company (All Saturdays except second and fourth Saturdays are working days for the Company). In case of any contingencies, timings may be extended as required by the Company.
10. If the resource provided by the vendor is absent, the per-day payment for the resource shall be deducted from the monthly payment to the vendor. If the resource remains absent for more than 3 working days of the Company, the vendor shall provide a replacement/backup resource. In case the vendor fails to provide backup resource in the absence of regular resource for more than 3 working days, the Company shall charge a penalty amount equal to twice the per-day charges for each day of absence of the regular resource. The penalty at twice the per-day charges shall be calculated from the 4th day of absence of the resource.



Termination of Contract

Either party may terminate this agreement for any reason upon 30 days' notice to the other party. The Contract shall be terminated only after completion of any ongoing projects to the satisfaction of NABFINS and due handover by the resources assigned by the vendor.

If a Termination of agreement occurs, the following conditions will be binding on both the parties:

- i. The resource should give proper handover to the person assigned by the Company during the termination of the agreement. The following shall be handed over:
 - a. All credentials
 - b. Any IT assets provided by the Company (Laptop/Desktop)
 - c. Any artefacts designed or developed by the resource for or on behalf of the Company
- ii. The Company shall pay the vendor for all services rendered and work performed up to the effective date of termination, unless the Company has terminated for a cause attributable to the violation or non-compliance to any of the stipulations of the Contract, in which case the Company shall be liable to pay fair value.

3. BID PRICE:

- a) The prices should be quoted in Indian Rupees only.
- b) All duties, taxes and other levies payable by the vendor shall be included in the total price.
- c) NABFINS may execute agreement with the selected vendor for 3 years. Upon termination of the contract, the same may be extended for a further period of 2 years on mutually agreed payment terms.
- d) Corrections, if any, shall be made by crossing out, initialling, dating and re-writing.
- e) The rates quoted by the bidder shall be valid for 90 days from the last date of opening bid.
- f) Each bidder shall submit only one quotation. If more than one bid is submitted, all the bids submitted by the bidder shall be rejected.
- g) Price bids shall be signed by the personnel authorized by the Vendor/Bidder.

4. AWARD OF CONTRACT:

The Company will award the contract to the bidder

- a) Whose quotation has been determined to be complying to all the terms and conditions laid down for submission of the tender,
- b) Fulfilling/meets the Job description mentioned in Annexure I and
- c) The price quoted is the lowest among the bidders.
- d) The contract will be for 3 years, extendable to a further period of 2 years on mutually agreed payment terms.
- e) The resource should be available **onsite** at NABFINS Head Office, Bengaluru. The resource should be provided within 20 days from the date of Work Order.

7. TERMS OF PAYMENT:

1. Payment for the resource will be paid to the vendor on the completion of each month during the contract period



2. The contract will be for 3 years. The rate quoted by the bidder shall be fixed for the first year and 10% annual increase on the quoted cost for the second and third years.

The successful bidder may give the details of bank and Account into which the payments are to be made.

8. DELIVERY OF TENDER:

The Envelope must be super-scribed with "Tender for hiring of Software Developer" along with tender reference number.

The sealed tender should be addressed to:

**The Chief Technology Officer
NABFINS Limited
3072, 14th cross, K R Road
Bengaluru - 560 070**

Bids in sealed covers should reach the above address latest by 27th March, 2024 till 03:00 PM. Tenders submitted after the specified time shall not be considered and no intimation will be sent in this regard.

The company reserves the Right to reject any tender which fails to comply with the above instructions. All tenders should be sent by Post or through messenger, to drop the tender in the sealed tender box provided in the office. It is the responsibility of the tenderer to see that his tender offer is delivered by the specified time at the above address. All further communication should be addressed to the officer named above and by title only.

Sd/-
Chief Technology Officer



Annexure I

MANDATORY QUALIFICATIONS FOR THE RESOURCE

Sl No	Particulars	Yes/No
1	Educational Qualification Graduation/Post-Graduation in Computer Science/ Computer Technology/ Computer Applications/Information Technology (Course duration of not less than 2 years)	
2	Required Skillset Candidates should have hands-on experience in following areas: <ul style="list-style-type: none">- HTML, XML, CSS, Bootstrap, JavaScript- Object Oriented Programming using C#- .NET Framework / .NET MVC / .NET Standard/Web API technology(POSTMAN)- Xamarin (Mobile App Development)- Database (MS SQL Server)- Visual Studio IDE	
3	Work Experience Minimum 2 years' experience in full stack .NET development.	

ROLES AND RESPONSIBILITIES OF THE RESOURCE

No. of resources: – 2

Location: Bangalore

Core Competency: Web/desktop application development in .Net Framework (C#), mobile application development (Xamarin) and working knowledge in SQL Server Database and in writing queries

1. Write high-quality, clean, secure and maintainable code by enforcing best practices around software engineering architecture.
2. Work closely with the various departments of the Company to understand the requirements, analyse, document, design, implement, test, deploy solutions that meet the departmental needs.
3. Complete the projects in time-bound manner meeting the timelines arrived at mutually between NABFINS and the resource by duly estimating the effort involved
4. Prepare and maintain good quality functional and technical documentation.
5. Work with the in-house IT team in the implementation of new applications or enhancement of existing application
6. Monitor and maintain the existing applications of the Company
7. Undertake code reviews



8. Code Optimisations for enhancing application performance and user experience
9. Retrofitting existing modules for the in-house applications in use by the Company
10. Resolution of bugs/gaps notified upon conduct of IS Audit and VAPT of the in-house applications
11. Work closely with the infra teams (OS, network and security) for resolution of any issues.
12. Develop APIs to integrate with external/internal portals
13. Integrate with third-party APIs available in the market
14. Ability to work independently and complete projects with minimal supervision

Note:

- Vendors should quote the cost in format provided by NABFINS Limited.
- All the pages of this document should have seal and signature of the vendor.
- Price validity: 90 days from date of opening of Financial Bid
- Delivery Details: Bidder should provide the resource within 20 days from the issue of Work Order.

I hereby confirming that the resource provided by us will be capable to handle the above mentioned roles and responsibilities. If not, we will be replacing the resource. We also confirm that the resource will be present at NABFINS Ltd. Head Office, Bangalore on all working days of NABFINS Ltd., and in his/her absence beyond 3 working days, we shall provide a suitable replacement resource.

Date:

Signature of authorised person

Place:

Full Name:



Seal:

Annexure II

Acceptance Certificate

1. I/ We, _____ Son / Daughter /Wife of _____
Proprietor / Director / authorized signatory of the agency / Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. I do hereby certify that the rates quoted in the Financial Bid.
4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of tender at any stage.
5. I, do hereby certify that our firm has neither been blacklisted by any of the Govt. Organization / Public Sector / Pvt. Limited Company, etc. with which the firm had contracted for supply of man power during the last three years nor has been penalised by such Offices/organizations for supply of items / services / man power etc.
6. The supply of items / services / man power will be done as per the specification mentioned in the tender form.

Signature of authorised person

Full Name:

Date:

Place:

Seal:

Organizational Profile of the Vendor/Bidder

14

9	Total Number of Employees	
10	PAN Number (Need to attach copy of PAN)	
11	GST Number (Need to attach copy of GST certificate)	
12	Bank Account details	Bank Name: Branch: A/C. No: IFSC Code

Signature of Vendor/Bidder
Name:

Annexure IV
Bidders Eligibility Criteria

Sl. No.	Eligibility Criteria	Details of Eligibility	Supporting Document
1	Turnover of the Company- Minimum -RS.25 Lakhs during last 3 Financial Years, viz. 2022-23, 2021-22, 2020-21	2022-23-Rs. _____ Lakhs 2021-22-Rs. _____ Lakhs 2020-21-Rs. _____ Lakhs	Certificate from CA indicating the turnover year-wise
2	Company should have earned profits in the last 3 Financial Years, viz. 2022-23, 2021-22, 2020-21	2022-23-Rs. _____ Lakhs 2021-22-Rs. _____ Lakhs 2020-21-Rs. _____ Lakhs	Certificate from CA indicating the profit year-wise
3	Bidder should have provided Software Developers for at least 3 organizations during any of the 3 financial years, viz. 2023-24, 2022-23, 2021-22.		Copy of Purchase Order (need to be attached)
4	Escalation Matrix indicating Contact Person, Telephone Number, Email details of L1, L2 and L3 support Managers of the bidder.	L1 Name: Contact Number: Email: L2 Name: Contact Number: Email: L3 Name: Contact Number: Email:	

Annexure V

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

NABFINS LIMITED,
#3072, 14th Cross, K. R. Road,
Banashankari 2nd Stage,
Bengaluru – 560 070,
Karnataka, India

We hereby confirm and declare that we, M/s -----, is not blacklisted/
De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/
or any other agency for which we have Executed/ Undertaken the works/ Supply/Services.

For -----

Authorised Signatory

Date:

Annexure VI
INTEGRITY PACT
Between
NABFINS LIMITED
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 HIRING SOFTWARE DEVELOPERS. 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 Monitor(IEM) 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 in particular to prices, specifications, certifications, subsidiary's, 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 incorrect statement on this subject, he can be disqualified from the tender process.

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

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

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

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

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

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

Section 8 - Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission of NABARD. 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 NABFINS LIMITED 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
Email Id: jkghai@gmail.com
Mobile: 9869422244

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

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

unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

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

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

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

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken visible action to proceed against such offence or 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 VII

Financial Bid Format for hiring Software Developer

From,

To,

Chief Technology Officer
NABFINS LIMITED,
Bengaluru

Ref.: NABFINS/014/2023-24

Dear Sir(s),

I/we hereby offer for 2 nos. of Software Developer

S. No.	Particulars	Number of resources	Cost per month (excluding tax)	Total Cost
1	Software Developer	2		
Total Basic Cost for 1 month (Rs.)				
Applicable Taxes (e.g. Service Tax, GST, CST)				
Total Cost Including taxes for 1 month (Rs.)				

Note: The offer should mention all the applicable taxes and duties separately.

Total amount: Rs. _____ (inclusive of all taxes)

Total amount in words: Rs _____ (inclusive of all taxes)

I/we have understood & agree to the terms and conditions of contract as mentioned in **Tender** (Ref: NABFINS/014/2023-24)

Date: _____

Place: _____

Stamp & Signature of Bidder