Request for Proposal for Selection of Consultant Firm for Handling and Maintenance of Statutory Compliance under Labour Laws and Labour Codes across India

Reference No. NABFINS /RFP/005/2026-27

NABFINS LIMITED

(A subsidiary of National Bank for Agriculture and Rural Development)

#3072, 14th Cross, K.R. Road
Banashankari 2nd Stage
Bengaluru - 560 070
Karnataka, India
Telephone : +91 80 26970500
www.nabfins.org

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Important Bid details

Sl. No.	Particulars	Details
1	RFP Reference number	Ref. No. NABFINS/RFP/005/2026-27
2	Purpose	Appointment of a Consultant Firm for Handling and Maintenance of Statutory Compliance under Labour Laws and Labour Codes across India
3	RFP document availability	www.nabfins.org
4	No. of Envelopes (Non- window & sealed) to be submitted	Envelope 1. Technical Bids (Sealed) 2. Financial bids (Sealed) Envelope 3 containing Envelope 1 & 2 duly superescribed as "Bid for statutory compliance services for NABFINS Ltd" All envelopes must also be superscribed with Name of the Bidder with contact number and Email ID as well.
5	Bid release date	12/08/2026
6	Last Date of Submission of Bids	01/09/2026 at 15:30 hours
7	(a) Date and Time of opening of Tenders (b) Opening of commercial bid	(a) 03/09/2026 at 15:00 hours (b) Will be communicated to eligible and technically qualified bidders at a later date.
8	Address for Submission /Opening of Bids / Presentation by bidders	The Deputy General Manager NABFINS Limited #3072, 14th Cross, K.R. Road Banashankari 2nd Stage Bengaluru - 560 070 Karnataka, India.
9	Date Pre-bid meeting	20/08/2026

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INVITATION FOR TENDERS (IFT)

Ref No: NABFINS/RFP/005/2026-27 Date: 12/08/2026

1. The "Deputy General Manager, NABFINS Limited, Bengaluru" invites tenders from eligible tenderers, for Appointment of a Consultant Firm for Handling and Maintenance of Statutory Compliance under Labour Laws and Labour Codes across India. The Tenderers are required to submit sealed covers, containing Technical Bid and Financial Bid, overall price details for undertaking the services as per the scope of work prescribed.

2. Tenders must be delivered to "Deputy General Manager, NABFINS Limited, 3072, 14th Cross, K.R. Road" Banashankari 2nd Stage, Bengaluru – 560070, Karnataka on or before 01/09/2026 at 15:30 hours on 03/09/2026, Thursday bids will be opened at 15:00 hours. (if feasible), in the presence of the tenderers who would like to attend.

3. A Pre-bid meeting if necessary will be held on 20/08/2026 at 15:00 hours at NABFINS office, NABFINS LTD, 3072, 14th Cross, K. R. Road" Banashankari 2nd Stage, Bengaluru – 560 070, Karnataka," to clarify issues if any, and to answer questions on any matters that may be raised at that stage. NABFINS reserves all the right to conduct / cancel the pre-bid meeting based on the number of clarifications/ queries raised by the bidders.

4. Communications for the same shall be addressed to

   Shri. T S Ramanujam, ramanujam.ts@nabfins.org, contact on 7708107235
   Shri. Ashwatha C, ashwatha.c@nabfins.org, contact on 8861205524
   Ms. Deepa V, deepa.venkatesh@nabfins.org, contact on 9663295834

About NABFINS Limited

NABFINS as a subsidiary of NABARD shall evolve into a model microfinance Institution to finance SHGs and JLGs and to set standards of governance among the MFIs, operate with exemplary levels of transparency, and extend its outreach to the needy, directly or through Business correspondents and Business Facilitators.

NABFINS provides microfinance and other financial services to the needy and disadvantaged sections of the society for securing their prosperity in rural, semi-urban, and urban areas. NABARD, an apex development, a financial institution in our country had pioneered the world's largest microfinance movement called the SHG Bank Linkage program.

Our current operational states are:

1. Andhra Pradesh
2. Assam
3. Bihar
4. Chhattisgarh
5. Goa
6. Gujarat
7. Haryana
8. Jharkhand
9. Karnataka
10. Kerala
11. Madhya Pradesh
12. Maharashtra
13. Meghalaya
14. Mizoram
15. Odisha
16. Pondicherry
17. Rajasthan
18. Tamil Nadu
19. Tripura
20. Uttar Pradesh
21. West Bengal

Objective of the RFP

The objective is to engage a competent consultant to:

- Ensure compliance with applicable statutory and regulatory requirements.
- Minimize compliance risks and penalties.
- Provide periodic compliance reviews.
- Assist in statutory filings and inspections.
- Advise on regulatory changes and implementation requirements.
- Ensure end-to-end statutory compliance.
- Identify and mitigate labour compliance risks.
- Implement requirements under the Labour Codes.
- Support management during inspections, audits, and inquiries.
- Ensure compliance across all locations and establishments

Scope of Work

The selected Consultant Firm shall provide end-to-end Labour Law Compliance Management Services for NABFINS Limited across all its offices, branches, regional offices and operational units situated across India

A) Statutory Compliance Management

The Consultant shall:

1. Conduct applicability assessment of all labour laws and labour codes.
2. Prepare and maintain a comprehensive compliance calendar.
3. Maintain a statutory compliance tracker.
4. Monitor statutory due dates and compliance obligations.
5. Identify compliance gaps and recommend corrective actions.
6. Ensure compliance across all NABFINS Limited locations on a pan-India basis

B) Compliance under Code on Wages, 2019

The Consultant shall provide compliance support relating to:

1. Minimum Wages.
2. Timely payment of wages.
3. Wage registers and records.
4. Wage slips.
5. Equal remuneration requirements.
6. Bonus compliance.
7. Payroll compliance review.
8. Advisory on Wage Code provisions.

C) Compliance under Industrial Relations Code, 2020

The Consultant shall provide compliance support relating to:

1. Standing Orders.
2. Employment contracts and service conditions.
3. Retrenchment compliance.
4. Lay-off provisions.
5. Closure provisions.
6. Grievance Redressal Committee requirements.
7. Industrial relations advisory.
8. Disciplinary proceedings and domestic enquiries.
9. Industrial dispute management support.

D) Compliance under Occupational Safety, Health and Working Conditions Code, 2020

The Consultant shall provide support relating to:

1. Registration and licensing requirements.
2. Working hours compliance.
3. Leave records and statutory registers.
4. Health and safety requirements.
5. Welfare provisions.
6. Contractor compliance management.
7. Annual returns and statutory filings.
8. Inspection support.
9. Maintenance of compliance documentation.

E) Compliance under Code on Social Security, 2020

The Consultant shall provide compliance support relating to:

1. Employees' Provident Fund (EPF).
2. Employees' Pension Scheme (EPS).
3. Employees' Deposit Linked Insurance (EDLI).
4. Employees' State Insurance (ESI).
5. Gratuity.
6. Maternity Benefit.
7. Employees' Compensation.

F) Compliance under Existing Labour Legislations (Until Labour Codes are Notified / Fully Implemented)

The Consultant shall ensure compliance under all applicable Central and State labour legislations, including but not limited to

1. Employees' Provident Funds and Miscellaneous Provisions Act, 1952.
2. Employees' State Insurance Act, 1948.
3. Payment of Wages Act, 1936.
4. Minimum Wages Act, 1948.
5. Payment of Bonus Act, 1965.
6. Payment of Gratuity Act, 1972.
7. Equal Remuneration Act, 1976.
8. Maternity Benefit Act, 1961.
9. Contract Labour (Regulation and Abolition) Act, 1970.
10. Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.
11. Shops and Establishments Acts applicable in various States and Union Territories.
12. Trade License applicable in various States and Union Territories.
13. Factories Act, 1948, wherever applicable.
14. Industrial Employment (Standing Orders) Act, 1946.
15. Industrial Disputes Act, 1947.
16. Labour Welfare Fund Acts applicable in various States.
17. Professional Tax Acts applicable across States.
18. Apprentices Act, 1961, wherever applicable.
19. Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
20. Any other Central, State or Local Labour Legislation applicable to NABFINS from time to time.

The Consultant shall monitor amendments, notifications, circulars, regulatory updates and judicial pronouncements relating to the above legislations and advise NABFINS on compliance requirements and implementation measures.

G) Statutory Registrations and Licenses

The Consultant shall:

1. Obtain new registrations wherever required.
2. Renew statutory registrations and licenses.
3. Modify registrations based on organizational requirements.
4. Surrender registrations wherever necessary.
5. Maintain statutory licenses and approvals.
6. Liaise with Labour Departments and regulatory authorities.

H) Statutory Returns and Filings

The Consultant shall prepare and file all statutory:

1. Monthly returns.
2. Quarterly returns.
3. Half-yearly returns.
4. Annual returns.
5. Online filings.
6. Event-based filings.
7. State-specific statutory returns.

I) Statutory Registers and Records

The Consultant shall maintain all prescribed statutory registers and records in physical or electronic form, including:

1. Wage Register.
2. Attendance Register.
3. Overtime Register.
4. Leave Register.
5. Muster Roll.
6. Bonus Register.
7. Fine Register.
8. Deduction Register.
9. Contractor Register.
10. Employment Register.
11. Inspection Register.
12. Accident Register.
13. Any register prescribed under Labour Codes and applicable labour laws.

J) Compliance under new labour codes once implemented.

Deliverables

- Compliance gap analysis
- Monthly compliance status report: The vendor shall ensure that its designated key person or a senior representative attends the mandatory monthly meetings in person at the NABFINS Limited Head Office.
- Quarterly compliance certification
- Compliance tracker
- OSH Compliance Dashboard
- Monitor all statutory due dates
- Returns and filings
- Statutory notices
- Contractor compliance
- Payroll compliance
- Coordinate with Inspectors-cum-Facilitators
- Assist during inspections
- Support compliance submissions with in time line
- Review notices received from authorities
- Provide advisory support for labour-related disputes
- Annual Compliance Certification
- Ensuring proactive identification and implementing updates arising from new amendments to applicable Acts, Rules, and Regulations, including Central and State Government notifications and regulatory changes

General Terms and Conditions of the Tender

The RFP document may be downloaded from the company's website www.nabfins.org. The company reserves the right to modify the requirements. Any such changes will be posted on the company's website. The bidders are required to regularly visit the website to keep track of the amendments in the RFP document.

The RFP document dues is not constitute a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Company.

Bidders may study the bid document carefully and in its entirety. Submission of bids shall be deemed to have been done after careful study and examination of the bid document and with full understanding of its implications. Bidders must ensure, prior to submission of bids, that such clarifications/ changes have been considered by them. The NABFINS shall not be liable for any omissions on the part of any bidder.

- Confidentiality
  The RFP document is confidential and shall not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The company may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, Consultant, director, agent, or other person associated or affiliated in any way with the Company or any of its customers or suppliers without the prior written consent of Company except for bidding purposes.

- Costs to be borne by Bidders
  All costs and expenses incurred by bidders in any way associated with the development, preparation and submission of responses including but not limited to; the attendance at meetings, discussions, demonstrations, etc., and providing any additional information required by the Company, shall be borne entirely and exclusively by the bidders.

- No Legal Relationship
  No binding legal relationship shall exist between any of the bidders and the Company until the execution of a contractual agreement.

- Bid submission Terms
  - The technical and commercial bid along with required attachments shall be placed in two different sealed envelopes. These two envelopes containing bids shall be placed in another envelope and sealed and submitted on or before the last date submission of response to RFP at the address prescribed for the same.
  - Faxed / emailed copies of any document are not acceptable and shall result in rejection of bid by the Company.
  - Queries relating to the RFP, if any, may be raised by the Bidders through emails to be received at the company's email ID – admin@nabfins.org.
  - All the information required as per the bidding document shall to be provided by the bidder. Incomplete information may lead to rejection of the proposal.
  - Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.
  - The company reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
  - The Company shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.

1) RFP related Communication with NABFINS

Bidders are required to direct all communications related to this RFP, to

The Deputy General Manager
NABFINS Limited
3072, 14th cross, K R Road
Banashankari 2nd Stage
Bengaluru 560 070
Karnataka

2) Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a cause for disqualification.

Tender Document for Selection of Compliance Services for NABFINS Limited

Sl. No.	Particulars	Details
1	Tender Reference	NABFINS/Tender/005/2026-27
2	Commencement of Tender	12/08/2026
3	Last Date and Time for Submission of Tender	01/09/2026 at 15:30 hours
4	Time and Date of Opening of Tender	03/09/2026 at 15:00 hours. (if feasible)
5	Place of Opening of Tender	NABFINS Limited 3072, 14th Cross, K R Road Banashankari 2nd Stage Bengaluru 560 070 Karnataka Telephone : +91 80 26970500
6	Address for Communication	NABFINS Limited 3072, 14th Cross, K R Road Banashankari 2nd Stage Bengaluru 560 070 Karnataka Telephone : +91 80 26970500

Bidder's Eligibility Criteria and Criteria for Evaluation

Bidders for appointment of Consultant for the assignment must meet the following minimum eligibility criteria. Declaration along with supporting documents should be submitted as per Annexure 'A'

Sl. No.	Minimum Eligibility Criteria	Details of proofs
1	The bidder should be a legally registered entity. It could be partnership firm, limited Company / Limited liability company, under Indian Laws or/and an autonomous institution approved by the Government.	Registration certificate issued by the Competent Authority
2	Should have existence in India for at least 03 years as on date of RFP. In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier/original institution can be taken into account. If the bidding entity was part of the parent company, the parent company may be reckoned. A disclaimer would be required to this effect.	Letter of commencement of business in case of a public company and registration certificate in respect of others.
3	Should have a minimum average annual turnover of ₹ 50.00 Lakh during any three of the four financial years immediately preceding the current financial year In relevant field in respect of its offices located in India.	Audited financial statements of the bidder for immediately preceding four financial years or certificate from the Chartered Accountant.
4	Bidder Details	Annexure A
5	The bidder should not have been debarred / blacklisted/disqualified by any statutory body/Government/ Regulatory body(ies)	Compliance certificate as per Annexure B
6	The bidder must warrant that there is no legal cases against it in any jurisdiction. In case there are pending cases, the details of such cases must be provided with the bid (company reserves the right to reject the bid based on the nature of the pending case)	Compliance certificate as per Annexure B
7	The bidder must submit the Integrity Pact along with the bid. Failure to submit the Integrity Pact shall render the bid non-responsive, and the bidder shall not be considered for the opening of the commercial bid	As per the Annexure E

- Bidders who fulfill the above minimum eligibility criteria are only eligible to take part in this bid exercise.
- Bidders who have been appointed by NABFINS Limited, NABARD and/or its subsidiaries for any other project and whose contract has been terminated before completion of the project are not eligible to bid in the proposed project.
- Proposals of those bidders, who do not fulfil the Minimum Eligibility Criteria as stated above, will be rejected.

Technical Bid Evaluation Matrix

SL No	Particulars	Qualification Criteria	Marks
1	Coverage of operational areas	All the states and union territories of India	20
		All the states and union territories wherein NABFINS Limited has its operations	15
		Covers only 75% of states wherein NABFINS Limited has its operations	10
2	**Over all work experience** Evidence: Purchase order/Invoice/Contract copy dated not more than 03 years old	Greater than 5 years	50
		Between 3 to 5 years	40
		Less than 3 years	20
3	**Experience in Banking, Financial Services and Insurance (BFSI) domain** Evidence: Purchase order/Invoice/Contract copy of clients in the BFSI domain	Greater than 5 years	30
		Between 3 to 5 years	20
		Less than 3 years	10

Maximum marks 100

- Bidders should score at least the minimum score of 75 marks or more will be declared technically qualified. In case none of the participating bidders qualify on evaluation criteria by reaching or exceeding the cut off score of 75, then NABFINS, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, shall not fall below 60%. In case at-least two participants have not scored 60%, then NABFINS reserves the right to cancel and go for retendering process. However, this would be at the sole discretion of NABFINS.
- The bidders are requested to submit their financial bid in the format – as per the **Annexure C** to this tender notice and put it in a separate sealed envelope super scribing it as “Financial Bid”.
- The technical and financial bids evaluation will be based on the documents submitted by the bidders. Decision of the NABFINS purchase committee will be final and shall be binding on bidders.
- Payment Terms: Within 5 working days, after submission of invoice along with returns of payment challan if any.

Annexure A

Bidder Details

Sl. No	Particulars	Details
1	Name of the Firm	
2	Name of Authorized Representative	
3	Mailing Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	Web Site Address (If Any)	
8	PAN No.	
9	GST No.	
10	Name of Bank:	
11	Branch:	
12	Account No.:	
13	IFSC No.:	
14	MICR No.:	
15	Submit a cancelled cheque for verification of above bank details	
16	List of Existing clients with their contact details (please attach as annexure if required)	

I/We declare that the information provided above is correct

(Signature)

(In the capacity of)
Duly authorized to sign the RFP response for and on behalf of:

(Name and address of Bidding Company)

(Seal and Stamp)

Annexure B

Compliance Certificate

(to be given by all the Bidders participating in the RFP on their official letterheads)

Ref No Date:

The Managing Director,
NABFINS Limited
3072, 14th Cross,
KR Road
Banashankari 2nd Stage
Bengaluru
Karnataka – 560070

Dear Madam/Sir

Technical Bid for Consultancy Services

1. Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we the undersigned, offer consultancy services for NABFINS Limited based on the requirements provided in the Tender Document.

2. We attach hereto the response to the RFP as required by the RFP document, which constitutes our bid.

3. We agree that you are not bound to accept the lowest or any bid/tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the goods/products specified in the tender/bid response without assigning any reason whatsoever.

4. We declare that we have not been blacklisted/debarred by any regulatory/ statutory authority/ Public Sector Units/ Government Client/ Company/ Financial Institutions/ NABARD/ Subsidiaries of NABARD.

5. We declare that, as on date, no legal action has been initiated against us in jurisdiction (as per details enclosed), we confirm that, the same does not affect our ability to deliver the RFP requirements.

6. We hereby confirm that we are entitled to act on behalf of our corporation/ Company / firm/ Organization and empowered to sign this document as well as such other documents which may be required in this connection.

7. We hereby confirm that we have obtained all necessary statutory and obligatory permissions, if any required, to carry out such project works in India.

8. We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original bid documents issued by NABFINS Limited. NABFINS Limited in not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and decision of NABFINS in not accepting any such extraneous conditions and deviations will be final and binding on us.

9. We confirm that our Organizations does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.
10. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely, the "Prevention of Corruption Act, 1988".

Dated this …………………………. Day of …………………… 2026

(Signature)

(in the capacity of)

Duly authorized to sign the RFP response for and on behalf of:

(Name and address of Bidding Company)

(Seal and Stamp)

Annexure C

Financial Bid

Sl. No.	Description of Services	Frequency	Professional Fee (exclusive of Tax)
1	Professional Charges for Compliance Service	Monthly	
	Total		

- The commercials quoted are exclusive of GST.
- All Statutory fees will be borne & paid by the NABFINS at actuals.
- Applicable TDS shall be deducted.
- Payment will be through NEFT only.
- No extra payments will be made at any cost.
- The above payments include all statutory compliance/registration/Renewals etc, Which are applicable pan India.

Banker's Certificate

This is to certify that M/s ………………………………………………………………… is a reputed company with good financial standing.

The party maintained good banking relationship with our Institution.

Sd/-

Name of the Bank and Address

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity.

1. Constitution or legal status of Tenderer

Sl No.	Particulars	Remarks
1	Place of Registration	Attach copy
2	Principal place of business	Attach Copy

Note: Mandatory to attach certificate of registration / incorporation.

2. Annual Turnover

Sl No.	Financial Year	Amount (in ₹ lakhs)
1	2023-24	
2	2024-25	
3	2025-26	

Note: As a evidence CA certificate for last 03 FY's for turnover.

3. Certification from Govt / ISO

Security Deposit

1. The consultant shall furnish performance security to the Company for an amount of 10% of contract value within 15 days of consultant's receipt of the Letter of Intent.

2. The proceeds of the performance security shall be payable to the Company as compensation for any loss resulting from the consultant's failure to complete its obligations under the Contract.

3. Any kind of monetary loss arising to the Company due to non compliance of the clauses mentioned in compliance services – scope of work shall be borne by the consultant.

4. In addition to the monetary damages warning may be issued to the Consultant for minor deficiencies on its part. In case of significant deficiencies in services causing adverse effect on the reputation of the Company, other penal action including debarring for a specified period may also be initiated as per policy of the Company.

5. Arbitration clause as per agreement – "Annexure D".

Jurisdiction

The agreement shall be governed and construed in accordance with Indian laws and regulations and all matters arising out of the agreement with be within the jurisdiction of court at Bengaluru, Karnataka, India.

Arbitration and Jurisdiction

In the event of any dispute, doubt or difference or mutual claims accruing or arising from this agreement or interpretation of this agreement and on all matters incidental or related thereto, the same shall be resolved initially by means of mutual discussion, deliberation, etc., and on its failure, the same shall be resolved by means of arbitration, to be regulated in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The seat of Arbitration shall be Bengaluru and the proceedings shall be in English.

Assignment

Obligations, Rights, Benefits or Liabilities from this Agreement or any part thereof shall not be assigned, transferred, alienated, encumbered or hypothecated to any third party without the written agreement of the other party.

Amendment

Any terms, which amend or are supplementary to the terms of this agreement, will be valid only if made in writing and duly signed by the parties.

Severability

If any provision contained in this Agreement is determined to be invalid or unenforceable, in whole or in part, he remaining provisions and any partially enforceable provision will, nevertheless, be binding and enforceable, and the parties agree to substitute the invalid provision with a valid one, which most closely approximates the intent and the economic effect of the invalid provision.

Timeline and Implementation Schedule

Sl. No.	Activities	Timeline
1	Issue of Letter of Intent (LOI)	Immediate
2	Submission of Performance Security	Within 15 Days
3	Contract Execution	Within 15 Days
4	Kick-off Meeting	Within 7 Days of Contract Signing
5	Collection of Compliance Data & Documents	Within 15 Days
6	Compliance Applicability Review	Within 30 Days
7	Compliance Gap Assessment Report	Within 30 Days
8	Comprehensive Compliance Calendar Submission	Within 30 Days
9	Compliance Dashboard Deployment	Within 30 Days
10	SOP Submission for Compliance Management	Within 45 Days

Monthly Deliverables

Sl. No.	Activities	Timeline
1	Monthly Compliance Status Report	By 5th Working Day of Following Month (Monthly Meeting at NABFINS)
2	Compliance Dashboard Update	By 5th Working Day
3	Due Date Monitoring Report	By 5th Working Day
4	Statutory Filing Status Report	By 5th Working Day
5	Contractor Compliance Status Report	By 10th Working Day
6	Regulatory Update Note	Within 5 Working Days of Amendment Notification
7	Non-Compliance & Risk Report	By 10th Working Day
8	Compliance Escalation Report	As and When Required
9	Statutory Register Updates	Ongoing and Monthly Review

Deliverable Matrix

Sl. No	Service Level	Requirement
1	Statutory Filing Compliance	100%
2	Statutory Due Date Adherence	100%
3	Delay Attributable to Consultant	Zero
4	Monthly Report Submission	By 5th Working Day (Monthly meeting at NABFINS)
5	Compliance Calendar Accuracy	100%
6	Regulatory Update Intimation	Within 5 Working Days
7	Inspection Support Response	Same Day
8	Notice Response	Within 2 Working Days

Penalties

Sl. No	Non-Compliance	Penalty
1	Delay in Monthly Report	Monthly meeting at NABFINS Limited ₹2,500 per day
2	Delay in Compliance Filing	₹5,000 per instance
3	Missed Statutory Due Date	Actual penalty imposed by authority + ₹10,000
4	Delay in Regulatory Update Communication	₹5,000 per instance
5	Failure to Attend Inspection/Hearing	₹15,000 per event

Annexure E

Integrity Pact

On non-judicial stamp paper of ₹200

Between

NABFINS Limited (NABFINS)

Hereinafter referred to as **“The Principal”**

And

____hereinafter refer**red to as “The Bidder/Contractor”**

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Handling and Maintenance of Statutory Compliance under Labour Laws and Labour Codes across India to NABFINS Ltd. The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

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

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

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

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the BNS/PC Act, or if there is 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 contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

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

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

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

Section 4 – Compensation for Damages

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

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

Section 5 – Previous transgression

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

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

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

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

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

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

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

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

Section 8 – Independent External Monitor

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

The Independent External Monitor (IEM) appointed for NABFINS is

Shri Otem Dai, IAS (Retd), Gute Gomro, C-Sector, Papum Pare District, Itanagar 791111, Arunachal Pradesh Email Id: otemdai@hotmail.com

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

(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, NABFINS and recuse himself/herself from that case.

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

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

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

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

Section 9 – Pact Duration

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

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

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. Bangalore.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made by all partners or consortium members.

(3) 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.

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

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

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(For & On behalf)

(For & on behalf of the Bidder/contractor of the Principal)

(Office Seal) (Office Seal)

Place: Date: