

**Request for Proposal  
For**

**Conducting Video Documentation of Watershed Projects and its  
Impact on the Community in Ajmer & Bikaner Divisions of  
Rajasthan**



**NABARD CONSULTANCY SERVICES PVT.LTD.**

**Regional Office : 3, Nehru Place, Tonk Road, Jaipur - 302015**

**Corporate Office : 24, Rajendra Place, NABARD Tower, New Delhi -110125**

### **Time Schedule Of Various Tender Related Events**

Reference Number	NABCONS.CO/2055/2016-17
Date of Advertisement	11 March 2017
Pre-Bid meeting with Bidders	20 March 2017, 10:30 AM
Last Date and Time for receipts of Proposals	10 April 2017, 03:00 PM
Time & Date of Opening of technical bids	10 April 2017, 04:00 PM
Date of Bidder's presentations	17 April 2017, 10:30 AM
Date of opening of commercial bid	21 April 2017, 10:30 AM
Address for bid submission	Principal Consultant, NABCONS 3, Nehru Place, Tonk Road Jaipur - 302015

Tender document and subsequent amendments can be downloaded from the website [www.nabcons.com](http://www.nabcons.com). The submission and opening of bids will be through tendering process. The techno-commercial bid shall comprise of Technical bid and Commercial bid, accompanied by Earnest Money Deposit (EMD) of Rs. 40,000/- in the form of Bank Guarantee as per Annexure IV, or in the form of Demand Draft, and Integrity Pact as per Annexure III. The Bank Guarantee / Demand Draft shall be issued in favour of NABARD Consultancy Services Private Limited, payable at Mumbai, and shall be valid up to 6 months from date of submission of bid, which may be extended for another 3 months, if necessary. The Earnest Money Deposit shall be submitted in a separate sealed envelope along with the bid.

The Earnest Money Deposit of unsuccessful bidders will be returned after the award of contract. The successful bidder will have to extend the Bank Guarantee / Demand Draft up to 6 months from the date of completion of the project. The Bank Guarantee / Demand Draft of successful bidder shall be returned after successful completion of the project.

**The bids not accompanied by Earnest Money Deposit and duly signed Integrity Pact shall be summarily rejected.**

# **Request for Proposal [RFP] for Conducting Video Documentation of Watershed Projects and its Impact on the Community in Ajmer & Bikaner Divisions of Rajasthan**

## **1. Introduction and Disclaimers**

- 1.1. **Purpose of RFP:** The purpose of RFP is to shortlist an agency for conducting video documentation of watershed projects and its impact on the community in Ajmer & Bikaner divisions of Rajasthan.
- 1.2. **Information Provided:** The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with NABCONS. Neither NABCONS nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.
- 1.3. **Disclaimer :** Subject to any law to the contrary, and to the maximum extent permitted by law, NABCONS and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of NABCONS or any of its officers, employees, contractors, agents, or advisers.
- 1.4. **Costs to be borne by Respondents :** All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to, the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by NABCONS, will be borne entirely and exclusively by the Respondent.
- 1.5. **No Legal Relationship:** No binding legal relationship will exist between any of the Respondents and NABCONS until execution of a contractual agreement.

- 1.6. **Recipient Obligation to Inform Itself:** The Recipient must conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 1.7. **Evaluation of Offers:** Each Recipient acknowledges and accepts that NABCONS may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible agency. The RFP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a Recipient.
- 1.8. **Acceptance of Selection Process:** Each Recipient having responded to this RFP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RFP document. The Recipient ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RFP.
- 1.9. **Acceptance of Terms:** A Recipient will, by responding to NABCONS for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.
- 1.10. **Pre-Bid Meeting:** A pre-bid meeting would be held on 20 March 2017 at 10:30 AM at NABARD Regional Office, 3, Nehru Place, Tonk Road, Jaipur - 302015. Bidders are required to direct all communications for any clarification related to this RFP, to NABCONS either during the pre-bid meeting or through email to [headoffice@nabcons.in](mailto:headoffice@nabcons.in) (latest by 20 March 2017 at 10:30 AM). All queries relating to the RFP, technical or otherwise, must be in writing only. NABCONS will try to reply, without any obligation in respect thereof, every reasonable query raised by the bidders. However, NABCONS will not answer any communication initiated by bidders after the completion of pre-bid meeting. Bidders should invariably provide details of their email address(es), as responses to queries will only be provided to the bidder via email. If NABCONS in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then NABCONS reserves the right to communicate such response to all bidders.
- 1.11. **Requests for Proposal:** Recipients are required to direct all communications related to this RFP, through the Nominated Point of Contact person to “The Principal Consultant, NABCONS, NABARD Regional Office, Jaipur”.

NABCONS may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should provide details of their contact person, telephone, fax, email and full address(es) to ensure that replies to RFP could be conveyed promptly.

If NABCONS, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then NABCONS reserves the right to communicate such response to all Respondents.

NABCONS may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

- 1.12 **Notification:** NABCONS will notify all short-listed Respondents in writing or by e-mail as soon as practicable about the outcome of their RFP. NABCONS is not obliged to provide any reasons for any such acceptance or rejection.

## **2. Terms of Reference (ToR)**

- 2.1. **About NABCONS:** NABARD Consultancy Services (NABCONS), an ISO 9001:2008 certified company, is wholly owned subsidiary of National Bank for Agriculture and Rural Development (NABARD) providing consultancy in all areas connected with Agriculture and Rural Development. NABCONS was founded as a department of NABARD in the year in 2002 which was eventually registered as a Private Limited Company under Companies Act 1956 on 17 November 2003. It has thus about 13-years' experience in consultancy business. It may be pertinent to mention here that even though NABCONS took a formal shape in November 2003 as a professional consultancy body, NABARD, its parent organization, has been associated with agriculture and rural development since 1982 when it came into existence through an Act of Parliament. Hence, the 13-year experience of NABCONS is in fact a reflection of 34 years of NABARD's experience.

- 2.2. **Background of Proposal:** NABCONS is working as Monitoring, Evaluation, Learning & Documentation (MELD) agency for 170 watershed Projects of batch I, II & III in Ajmer & Bikaner division of Rajasthan, under Integrated Watershed Management Programme (IWMP). Ajmer division comprises of 4 districts namely

Ajmer, Bhilwara, Tonk and Nagaur, and Bikaner division comprises of 3 districts namely Bikaner, Churu and Hanumangarh. District wise number of projects is given below:

<b>Ajmer division</b>				<b>Total No of Projects</b>
Ajmer	Bhilwara	Tonk	Nagaur	
18	20	16	33	87
<b>Bikaner division</b>				
Bikaner	Churu	Hanumangarh		
44	33	6		83

As a part of deliverable, two types of video documentaries need to be prepared.

a) End to end video documentary of project implementation for each batch each division (including pre project status, project process and final impact) – 5 Nos of 20 min. duration

b) Video documentary of one Case study/Success story for each project – 170 Nos of 5 min duration

### 2.3. Scope of Work

NABCONS seeks to appoint an experienced agency interested for conducting video documentation of project and its impact on the community. Agency shall be responsible to develop a video documentary in Hindi/English language, showing the pre-treated watershed and the changes that have accrued upon implementation of IWMP in order to explain and to give comprehensive proof of project progress and also draw backs. The final product must compulsorily have a professional touch to it. The subtitles video clippings/document arises shall be in English language. The quality of matter presented in the video documentation and also picturisation should be of superior quality with professional touch (Not using mobile/mini digital cameras). The video documentary will come out with both on-field shooting and 2D animation graphics.

The agency shall develop a script for the 5 minutes and 20 minutes documentary in line with the content of the story and interactive presentation. The script shall be submitted to NABCONS for approval. Actual filming shall be done as per the script outline and sharing of edits at 2 stages. The film maker will provide NABCONS with two versions of the film. The first film may not exceed 20 minutes while the second edited version will not exceed 6-7 minutes (for 5 min documentary), while for 20 min documentary, first film may not exceed 60 minutes while the second edited version will not exceed 30-35 minutes. Alongside, the film

maker will be required to provide NABCONS with smaller sized versions of both full length and edited versions usable on social media like WhatsApp, Facebook etc.

#### 2.4. **Technical Specifications**

- **Camera**
  - Total pixel per sensor: More than 2.25 megapixels
  - Aperture range: Up to f22
  - Shutter Speed: Up to 1/2000
  - Noise reduction: Automatic
- **Editing software:** To be equipped with the following:-
  - Support for various video, audio and image formats.
  - Custom transitions
  - Speed changes on clips
  - Digital video effects
  - Audio mixing & editing
- **Accessories:** Lapple / Boom, Steady cam, Sound Recording, Reflector/ Cutter
- **Final Output:** HD and MP4 in DVD or Pen drive as per requirement

#### 2.5. **Proposed Methodology**

Video documentation involves documentation of all the activities carried out during the project implementation process. It will involve review of project documents, field visits and interview of the beneficiaries. The Agency should do background research and familiarize oneself with the ongoing projects. Agency shall liaison with the NABCONS field staff of the particular project and plan the site visits according to the work progress. The Agency is expected to arrange documentation experts, subject expert and videographers.

### 3. **Qualification Criteria:**

The following stipulations are in place for selection of video documentation agency.

- a. The Agency should be able to conduct video documentation at village level in the state of Rajasthan.

**Undertaking on the letterhead of the firm that the firm has capacity to conduct video documentation at village level in the state of Rajasthan needs to be furnished.**

- b. The Agency should have at least 3 years of experience of video documentation in social sector preferably in watershed / natural resource management projects.

**The work orders / completion certificates of the relevant projects need to be furnished.**

- c. The Agency should have adequate team members with proven proficiency in video documentation in rural areas. The team members should comprise, among others, script writer, Director, Voice Over Artist, Cameramen, post-production team, dubbing of voice in major / regional languages, expertise in English, Hindi and regional / local languages – spoken and written.

**The details of team structure comprising of Name of team members, qualification, Number of years of experience and Role & Responsibilities during the assignment need to be furnished.**

- d. The Agency should have necessary infrastructure facilities like high resolution camera with camera men, Pota Lights, Sound recorder with camera or mic, VO Studio, Music, Post-Production, Graphics, etc. as per min configuration indicated as per clause 2.4.

**Undertaking on the letterhead of the firm that necessary infrastructure is available with the firm needs to be furnished.**

- e. **Financial Criteria:**

- i. The agency should be profit making for last 3 years.

**The audited financial statements for last 3 years need to be furnished.**

- ii. The average annual turnover of the agency should be at least Rs 20 Lakhs during the last 3 years.

**Certificate from Chartered Accountant (CA) needs to be furnished.**

- f. The agency should have never been blacklisted/barred (temporary or permanent) disqualified by any regulator/statutory body/public sector undertaking in India or internationally. The bidder must give a declaration to this effect on its letterhead.

**Undertaking on the letterhead of the firm that the firm has never been blacklisted/barred (temporary or permanent) and disqualified by any regulator/statutory body/public sector undertaking in India or internationally needs to be furnished.**

### 3.1. **Tender Methodology**

- 3.1.1** The tender methodology proposed to be adopted by NABCONS is as under :

- a) Two-stage bidding process will be followed for the purpose of selection of the vendor/bidder. The response is to be submitted in two parts, i.e. the Technical Bid and the Commercial Bid. These are two distinct and separate parts of the proposal.
- b) The ‘Technical Bid’ will contain the comprehensive technical details including Approach & Methodology to carry out the assignment, Integrity Pact, Details of past experience along with experience certificates, Registration Certificates, Last 3 years Balance sheet and any other documents as per requirement of tender document, whereas the ‘Commercial Bid’ will contain the pricing information. The Technical Bid should NOT contain any pricing or commercial information.
- c) Interested bidders will be required to submit Technical Bid (**Annexure 1 – Evaluation Methodology**), Bank Guarantee (EMD) and Commercial Bids, each to be given in separate envelope; which will be kept in single envelope and submitted to NABCONS.
- d) Bidders who qualify in **the technical bids** will be ranked according to their scores with the Bidder having the highest score being followed by the respective Bidders in descending order. On a scale of 100, 50 marks have been allotted for technical submission.
- e) Further, the bidders shall be asked **for an individual presentation** on a pre-fixed date and time. The individual presentation would cover a brief about the agency, similar experience in video documentation in social sector / natural resource management and ideation about how the agency proposes to handle NABCONS project. The agency shall demonstrate video clipping of similar assignments during presentation. On a scale of 100, **25 marks have been allotted for Individual presentation**. The bidder having minimum 75% marks in technical evaluation will be considered to be technically qualified.
- f) **All the technically short listed bidders** shall be separately notified in writing / mail.
- g) In the second stage, **commercial bids of technically qualified bidders** will be opened. On a scale of 100, **25 marks have been allotted for commercial bid**.
- h) The techno commercial offer shall be valid for 6 months from the date of submission of bid.
- i) NABCONS would enter into contract with the bidder(s) which **ranks first in Techno-Commercial bid on a weighted average method**.
- j) The details of evaluation criteria are only indicative and, hence, subject to addition, modification and deletion at NABCONS’s discretion.

- k) During the course of technical evaluation if found necessary, NABCONS may seek supplementary details and the same be submitted within the stipulated time. Non submission of such details in time may render such applications for disqualification from further evaluations.
- l) NABCONS reserves the right to not open commercial bids of bidders that are found to be technically deficient. In case of a tie after the commercial evaluation stage, NABCONS's decision will be final and will be based on marks scored in the technical bid only.
- m) The response submitted to NABCONS by the Bidder will be taken to be a legally binding offer from the Bidder, and as such may be accepted or rejected (with or without conditions) by NABCONS in its sole discretion.
- n) The Bidder shall bear all costs associated with the preparation and submission of the Tender. NABCONS will in no case be held responsible or liable for these cost, regard less of conduct or outcome of the tender process.
- o) The Bidders shall submit their offers strictly in accordance the terms & condition of the Tender document.

**3.1.2 Tender Document:** It is expected that the bidder will examine all instructions which have been specified in the Bidding Document. Submission of a bid which is not complying with the instructions will result in its rejection.

**3.1.3 Taxes:** The prices quoted at the time of submitting Commercial bid should be exclusive of all taxes and duties.

**3.1.4 Cost of Tendering:** The bidder shall bear all the costs associated with the preparation and submission of bid and the costs, if any, for subsequent selection process. NABCONS will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

**3.1.5 Bid Currency:** Prices shall be expressed in Indian Rupees only.

**3.1.6** Neither the Technical bid nor the Commercial Bid cover should contain any pricing or Commercial information.

**3.1.7** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections shall have the initials of the person(s) signing the Bid.

**3.1.8 Late Bids:** Any bid received by NABCONS after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder, if so desired by him.

- 3.1.9 Modifications and/or Withdrawal of Bids:** Bids once submitted will be treated as final and no further correspondence will be entertained on this. Further, no bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid. If the bid envelope is not sealed and marked, NABCONS will assume no responsibility for the Bid's misplacement or premature opening. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.
- 3.1.10 Deadline for Submission of Bids:** Bids must be received by NABCONS at the address specified, not later than the date & time specified on page 1 of this document. NABCONS may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of NABCONS and Bidders will thereafter be subject to the deadline as extended.
- 3.1.11 NABCONS's Right to Accept or Reject any Bid or all the Bids:** NABCONS reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for NABCONS's action.
4. **Project Monitoring and Reporting Arrangement:** As the project will be implemented under the overall supervision of Chief Executive Officer (CEO) of NABCONS, a Project Advisory Committee (PAC) shall be constituted under CEO which will evaluate the Techno-Commercial bids.
5. **Intellectual Property and Ownership:** All Intellectual Property Rights in the works, developed hereunder, including any software and documentation, developed and any additional or new development or inventions made in the course of performance of services hereunder by the firm or its personnel involved in the project of NABCONS shall absolutely belong to NABCONS.
6. **Time Schedule:** The entire assignment would be coterminous with the duration of MELD assignment, and would be completed before 31<sup>st</sup> December 2019, subject to availability of funds with the government. The end to end video documentary of project implementation for each batch of each division will be coterminous with the duration of implementation of the batch, and the video documentary of case study / success

story for each project will be coterminous with the duration of implementation of the project.

7. **Address for submission** : RFP complete with relevant supporting documents should be sent in sealed cover superscribed '**RFP for Conducting Video Documentation of Watershed Projects and its Impact on the Community in Ajmer & Bikaner Divisions of Rajasthan**'. through post/courier/hand delivered to the "**The Principal Consultant, NABCONS, 3, Nehru Place, Tonk Road, Jaipur - 302015**" before 10 April 2017, 03:00 PM.

Incomplete offers and offers not submitted in sealed envelopes as indicated above will be rejected at the initial stage.

8. **Nature of assignment:** This is a one-time assignment. NABCONS reserves the right to reject any or all the applications at its sole discretion without assigning any reason therefor and without reference to the applicants.
9. **Canvassing is prohibited and would lead to disqualification:** Any effort by bidder to influence NABCONS in NABCONS's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidder's bid. NABCONS's decision will be final and will be binding on all the parties. All the bidders have to enter into an Integrity pact with NABCONS as per the format provided in Annexure III for participating in the bidding process.

10. **Dispute Resolution**

10.1.1 The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

10.1.2 All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably.

10.1.3 In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABCONS shall send to the Bidder a list of five names of persons who shall be presently unconnected with NABCONS or the system integrator.

Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to NABCONS within 30 days of receipt of the names. NABCONS shall thereupon without delay appoint the said person as the sole arbitrator. If Bidder fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABCONS accordingly, NABCONS shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by NABCONS from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

10.1.4 The venue of the arbitration shall be Jaipur under the exclusive jurisdiction of the courts at Jaipur.

10.1.5 The language of arbitration shall be English.

10.1.6 The award shall be final and binding on both the parties and shall apply to the purchase contract.

Work under the contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise direct in writing by NABCONS unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained and save as those which are otherwise explicitly provided in the contract, no payment due, or payable by NABCONS, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

**Annexure - I**

**Technical Submission Evaluation:** Each bidder is supposed to provide the following information **in this format ONLY, without any changes. Additional information about each section may be added in the same order as Annexures.**

<b>Technical Bid details</b>		
<b>Sr.</b>	<b>Details required/Parameters on which Bidder will be scored</b>	<b>Maximum marks</b>
1	Prior Experience of video documentation on implementation of social sector projects preferably in watershed/natural resource management	<b>30</b>
	<b>a. Experience (in years)</b>	
	<b>b. Number of similar projects where</b> video documentaries made along with DVDs of the same	
2	Team members should have proven proficiency in video documentation in rural areas. The team members should comprise among others script writer, Director, Voice Over Artist, expertise of Hindi, English and regional / local languages – spoken and written, etc. - <b>The Agency to provide details about this aspect in its Technical bid application</b>	<b>30</b>
	a. Number of team members for the project with their experience	
	b. Awards, citations if any won by the team	
3	Demonstrate capacity to effectively undertake the task including clarity on methodology to be followed and nature and type of collaborations/contracting. <b>The Agency to explain the same clearly in its Technical Bid.</b>	<b>20</b>
4	Demonstrate / suggest incorporation of additional parameters, if any, to strengthen the Project implementation in the light of objectives / Scope stated.	<b>10</b>
5	The agency should have necessary infrastructure like High resolution camera with camera men, Pota Lights, Sound recorder with camera or mic, Studio, Music, Post- Production, Graphics, etc. <b>The Agency to confirm the presence of this infrastructure in its Technical Bid.</b>	<b>10</b>
	<b>Total</b>	<b>100</b>

## Annexure - II

### Methodology for allotting marks

The marks scored by the Bidders in the technical evaluation will be given a weightage of 75. The commercial bids will be given a weightage of 25. The combined score of technical and commercial bids will determine the H1, H2, H3 and so on.

**Illustration of scoring criteria:** Assume 3 participating Bidders have total technical scores as per column (3) in the table below and in case of rates, the Total rates quoted is as under:

Sr. No. (1)	Description (2)	Technical Submission Scores (3)	Marks allotted for presentation (4)	Total Technical Scores (3+4)	Rate Quoted (say in Rs thousands) (5)
1	Firm A	85	20	105	35
2	Firm B	80	22	102	25
3	Firm C	75	18	93	30

The Bidder scoring maximum points in the total technical score i.e. 105 scoring points will be given 100 marks and the marks of the other Bidders will be worked out on proportionate basis and thereafter weightage of 75% will be applied on the marks so obtained. Similarly the minimum rate quoted /minimum Commercial Bid i.e. Rs. 25 thousand will be given 100 marks and marks of the other Bidders will be adjusted out as illustrated and thereafter weightage of 25% will be applied on marks so obtained. The marks so obtained by all the Bidders will be added and the Bidders will be ranked H1, H2 & H3.

➤ Marks obtained by Firm A –  $(105 / 105) \times 75 + (25/35) \times 25 = 92.857$  marks (Rank 2)

➤ Marks obtained by Firm B –  $(102 / 105) \times 75 + (25/25) \times 25 = 97.857$  marks (Rank 1)

➤ Marks obtained by Firm C –  $(93 / 105) \times 75 + (25/30) \times 25 = 87.261$  marks (Rank 3)

**Annexure III**  
**Pre Contract Integrity Pact**

**General**

1. This pre bid-contract Agreement (hereinafter called the Integrity Pact) is made on .....the day of the month of .....year ..... Between on one hand NABARD Consultancy Services Pvt. Ltd. having its Corporate Office at 24, Rajendra Place, New Delhi - 110125 (hereinafter called NABCONS, which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s \_\_\_\_\_, represented by, \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns ) of the Second Part.

WHEREAS NABCONS proposes to procure services in the form of a video documentary and the Bidder is willing to offer such services.

2. Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and NABCONS is a Private Limited Company registered under Companies Act 1956 on 17 November 2003, having its Registered Office at Plot Number C-24, Block G, 3<sup>rd</sup> Floor, NABARD Building, Bandra Kurla Complex, Bandra (East), Mumbai.

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling NABCONS to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices NABCONS will commit to prevent corruption, in any form, by their officials by following transparent procedures.

**Commitments of NABCONS**

1. NABCONS Commits itself to the following:-

- 1.1 NABCONS undertakes that no official of NABCONS, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 NABCONS will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of NABCONS will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to NABCONS with full and verifiable facts and the same is *prima facie* found to be correct by NABCONS, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by NABCONS and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by NABCONS the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

3. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post -contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
  - 3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NABCONS, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
  - 3.2 The Bidder further undertakes that he has not given, offered or promised to give, directly

or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of NABCONS or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

- 3.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.5 The Bidder further confirms and declares to NABCONS that the Bidder is the original video documentation entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to NABCONS or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of NABCONS or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by NABCONS as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 3.12 The Bidder or any employee of the Bidder or any person acting on behalf of the Bidder either directly or indirectly is a relative of any of the officers of NABCONS or alternatively if any relative of NABCONS has financial interest/ stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of tender. The term 'relative' for this purpose would be defined in Section 6 of the Companies Act, 1986.
- 3.13 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of NABCONS.

#### **4. Previous Transgression**

- 4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 4.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violation**

- 5.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle NABCONS to take all or any one of the following actions, wherever required:-
- 5.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- 5.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 5.1.3 To recover all sums already paid by NABCONS, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to NABCONS from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- 5.1.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by NABCONS, along with interest.
  - 5.1.5 To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to NABCONS resulting from such rescission and NABCONS shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
  - 5.1.6 To debar the Bidder from participating in future bidding processes of NABCONS for a minimum period of five years, which may be further extended at the discretion of NABCONS.
  - 5.1.7 To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
  - 5.1.8 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by NABCONS with the Bidder, the same shall not be opened.
  - 5.1.9 Forfeiture of Performance Bond in case of a decision by NABCONS to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 NABCONS will be entitled to take all or any of the actions mentioned **at Para 5.1 of this Pact** also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of NABCONS to the effect that a breach of the provisions of the Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**6. Fall Clause :** The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to NABCONS, if the contract has already been concluded.

## **7. Independent Monitors**

- 7.1 NABCONS has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission (Name & Address of Monitors to be given)
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Authority designated by NABCONS.
- 7.6 The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of NABCONS including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ Subcontractor with confidentiality.
- 7.7 NABCONS 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of NABCONS within 8 to 10 weeks from the date of reference or intimation to him by NABCONS/ Bidder and should the occasion arise submit proposals for correcting problematic situations.

**8. Facilitation of Investigation:** In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, NABCONS or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

**9. Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of NABCONS.

**10. Other Legal Actions:** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. Validity:**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both

NABCONS and the Bidder/Seller, including warranty period, which is later in case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

**12.** The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ .

<b>BUYER</b>			<b>BIDDER</b>	
CHIEF EXECUTIVE OFFICER			CHIEF EXECUTIVE OFFICER	
<u>Witness</u>		<u>Witness</u>		
1	-----	1	_____	
2	-----	2	_____	

## ANNEXURE IV

### Format of Bank Guarantee for EMD

**The Principal Consultant,  
NABARD Consultancy Services Private Limited (NABCONS)  
3, Nehru Place, Tonk Road, Jaipur - 302015**

Dear Sir

WHEREAS the NABCONS, a Private Limited Company registered under Companies Act 1956 on 17 November 2003, having its Registered Office at Plot Number C-24, Block G, 3<sup>rd</sup> Floor, NABARD Building, Bandra Kurla Complex, Bandra (East), Mumbai (which expression shall mean and include, unless the context otherwise requires its successors in office and assigns) has invited Request for Proposal (RFP) for shortlisting an agency for conducting video documentation of watershed projects and its impact on the community in Ajmer & Bikaner divisions of Rajasthan (hereinafter referred to as "said Project").

WHEREAS ~~ZZZZZZZZZZZZZZZZZZ~~ hereinafter called the "Tenderer" has represented to us that they intend to participate in the RFP for **the said Project**.

AND WHEREAS it is one of the condition of the said RFP that the Tenderer shall deposit with NABCONS at the time of submitting the proposal a sum of Rs. 40,000/- (Rupees Forty thousand only) as and by way of Earnest Money Deposit (EMD), which shall not bear any interest and which shall be liable for forfeiture in the event of the Tenderer, after acceptance of his proposal by NABCONS, failing to observe any of the terms and conditions of the RFP or the Tenderer not completing the said project to the satisfaction of NABCONS.

AND WHEREAS at the request of the Tenderer, NABCONS has agreed not to insist for payment of the said EMD in cash and accept Bank Guarantee from a Scheduled/ Nationalized Bank in lieu thereof and has agreed to accept the same from us, the Bank, as hereinafter contained.

In the premises aforesaid and in consideration of NABCONS having agreed to exempt the tenderer from depositing the said EMD in cash, WE, \_\_\_\_\_ Bank having our Head Office at \_\_\_\_\_ and one of our Branches at \_\_\_\_\_ Do hereby unconditionally and irrevocably guarantee unto NABCONS that the Tenderer will execute the Agreement soon upon acceptance of the proposal by NABCONS and will diligently, efficiently and satisfactorily perform all their obligations under the various terms and conditions of the said proposal (read with any amendments made thereto by mutual consent of NABCONS and the Tenderer) to the satisfaction of NABCONS within the time stipulated therein, failing which WE the \_\_\_\_\_ Bank shall, on demand and without demur, pay

to NABCONS the sum of Rs. 40,000/- (Rupees Forty Thousand only) at its office at Mumbai.

We \_\_\_\_\_ Bank further covenant that

- (a) Our Liability under this guarantee shall not exceed Rs. 40,000 (Rupees Forty Thousand only)
- (b) We shall pay the aforesaid sum on demand made in writing by NABCONS without reference to the Tenderers and notwithstanding any dispute or difference that may exist or arise between NABCONS and the tenderer;
- (c) that this guarantee shall be a continuing guarantee and shall not be revoked by us without prior consent in writing of NABCONS.
- (d) that the decision of NABCONS on the breach of any of the terms and conditions of the said contract / tender by the Tenderers or their failure to perform their obligations or discharge their duties under the said tender / contract shall be final and binding on us and shall not be disputed by us inside or outside the court, tribunal, arbitration or other authority;
- (e) that the notice of demand in writing issued by NABCONS shall be conclusive proof as regards the amount due and payable to NABCONS under this guarantee and it shall not be disputed by us either inside or outside the court, tribunal or arbitration or other authority;
- (f) that any neglect or forbearance on the part of NABCONS in enforcing any of the terms and conditions of the said RFP / contract or any indulgence shown by NABCONS to the Tenderer or any variation in the said RFP / contract terms made by mutual agreement between NABCONS and the Tenderer or any other act or deed on the part of NABCONS which but for this clause may have the effect of discharging us under the law relating to guarantee / sureties shall not discharge us from our obligations herein and we shall be discharged only by compliance by the Tenderers with all their obligations / duties under the said tender/ contract or by payment of the sum.
- (g) that this guarantee shall not be affected by any infirmity or absence or irregularity in the exercise of the powers by or on behalf of the tenderers to submit the said RFP and enter into the said contract or any change in the constitution or dissolution of the Tenderers or change in its name;
- (h) that it shall not be necessary for NABCONS to exhaust its remedies against the Tenderers before invoking this guarantee and the guarantee therein contained shall be enforceable against us notwithstanding any other security which the NABCONS may have obtained or may hereafter be obtained from the Tenderers at the time when this guarantee is invoked is outstanding and unrealized;
- (i) that we hereby agree that this guarantee shall be valid and be in force for a period of Six months from the date of submission of bid or 90 days from the date of opening of the price bid, whichever is later (the expiry date) and we hereby agree to renew this

guarantee for such further period or periods at the request of NABCONS and such renewal shall be entirely at the cost and expense of the Tenderer.

(j) Any claim arising under this guarantee shall be preferred by NABCONS within a period of six months from the aforesaid expiry date or, in the event of any renewal, within a period of six months from the date of expiry of such renewed period extended by such renewal, and unless the claim is so preferred against us, we shall stand discharged of all our liabilities hereunder irrespective of the fact whether the Guarantee in original is returned back to us or not.

IN WITNESS WHEREOF the Bank, through its authorized officer, has set its hand and stamp on this day of ZZZZZZZZZZZZZZZZZZ

Date:

For and on behalf of

\_\_\_\_\_ Bank

**(Authorized Official)**

**SEAL AND SIGN OF BIDDER**