



Notice for Empanelment of Advertising Agencies

13 September 2024

**National Bank for Agriculture and Rural Development
Corporate Communications Department
NABARD Head Office
8th Floor, B Wing, C-24, G Block
Bandra Kurla Complex, Bandra (E)
Mumbai – 400051**

Disclaimer

The information contained in this notice or information provided subsequently to agencies or applicants whether verbally or in documentary form by or on behalf National Bank for Agriculture and Rural Development (NABARD), is provided to the agencies on the terms and conditions set out in this notice and all other terms and conditions subject to which such information is provided.

This notice or its addenda, if any, is not an agreement and is not an offer or invitation by NABARD to any parties other than the applicants who are qualified to submit the Application Documents ("Agencies").

The purpose of this notice is to provide agencies with information to assist the formulation of their proposals pursuant to this notice. This notice does not claim to contain all the information each agency may require. Each agency shall conduct its own investigations and analysis and shall check the accuracy, reliability and completeness of the information in this notice and obtain independent advice from appropriate sources. NABARD and/or its officers, employees makes no representation or warranty and disclaim any liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this notice.

NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this notice. NABARD also reserves its right to reject all or any agencies without any reason whatsoever.

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Application time Schedule

Details	Important Dates
Date of availability of EOI document on CPPP and NABARD website	20 September 2024
Date and time of pre submission meeting at NABARD Head Office, BKC	26 September 2024 (11.00 am)
Last date for receiving vendor pre submission clarifications in writing	26 September 2024 (4.00 pm)
Date for hosting response to clarification on NABARD website	30 September 2024
Last Date and Time for receipts of Proposals	10 October 2024 (4.00 pm)
Time & Date of Opening Eligibility criteria envelope	11 October 2024 (4.00 pm)
Presentation by shortlisted agencies	16 October 2024 (tentatively)
Contact Address:	

Shri Monomoy Mukherjee, Chief General Manager, Corporate Communications
Department, NABARD, Head Office, 8th Floor, B-Wing, C-24, G Block, Bandra
Kurla Complex, Bandra (E), Mumbai – 400051.
Tel No. 022-68120054. Email: ccd@nabard.org

Notice for Empanelment of Advertising Agencies

1. Introduction

National Bank for Agriculture and Rural Development (NABARD), Head Office, Mumbai intends to prepare panel of six advertising agencies having specialization, experience and good track record for meeting NABARD's brand building and advertisement requirements. The empanelment of agencies will be valid for 2 years.

2. Scope of Work

NABARD advertisement and publicity campaigns are in the following media forms:

- **Electronic:** television, radio, digital, mobile phone communication, etc.
- **Print:** newspapers (national and regional), magazines, coffee table books, pamphlets, leaflets, brochures, etc.
- **Internet and social media:** corporate website, YouTube, Facebook and Twitter handles of NABARD
- **Events:** stalls in exhibitions, backdrop and publicity in seminars, workshops, etc.
- **Outdoors:** posters, handouts, banners, hoardings, display panels, etc.

The publicity campaigns will be carried out in Hindi, English and any other local languages for various media as per the requirements of NABARD. The detailed scope of work includes planning, conceptualization, preparing strategy, developing creative ideas, designing, scripting, developing and production of advertisement, films, publicity and other resource material, including but not limited to following activities:

- Audio and Video advertisement through TV commercials/promos, radio jingles and audio clips, documentaries, etc.
- Print advertisement of different sizes and languages (tenders, notices, recruitment, financials, corporate publicity, product and services publicity, gazette notification, annual reports, etc.)
- Digital media advertising (websites, banners, e-mailers, social media networks, SMS, etc.)
- Outdoor publicity (hoardings, posters, banners, leaflets, stage backdrop, book design, calendars, brochures, statutory ads and page layout, etc.)
- Communication material for programs and events including press briefings
- Design and production of house journal/newsletters
- Making short films, animations, documentaries, jingles, TVCs, etc.
- Social media management (developing campaigns, designing artworks, posting updates and managing comments and reactions)
- Any other marketing and communication works assigned by NABARD

The agency should have the capabilities of delivering through all these media with adequate experience in the field, good infrastructure and resourceful personnel including local language experts proficient in regional languages and dialects. The ability to undertake any other related services like PR activity, event management,

magazine production etc. will be an added advantage but not a necessary condition for empanelment.

3. Eligibility Criteria

The empanelment will remain in force for a period of two years i.e. from 22 October 2024 to 22 October 2026 subject to annual review every year. If the services provided by the agency/ies are found to be unsatisfactory or at any time it is found that the information provided for empanelment or for any quotation is false, Bank reserves the right to remove such agency/ies from the empaneled list. The Agency should qualify the following necessary eligibility criteria and possess the required experience, resources and capabilities in providing services necessary to meet the requirements indicated above in the EOI document. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluation.

- a. The agency should have accreditation from Indian Newspaper Society (INS) and Prasar Bharati and in force for the last three years. The agency having membership of Advertising Standards Council of India (ASCI) or Advertising Agencies Association of India (AAAI) shall be preferable.
- b. The agency should be a registered legal entity having a full-fledged office in Mumbai with relevant expertise & creative personnel and the required infrastructure.
- c. The agency should have been in business for a minimum of 5 years (as on 31 March 2024).
- d. The agency should have a minimum average annual turnover of ₹10 Crore and a minimum net worth of ₹1 Crore in each of the last three years (2021-22, 2022-23 & 2023-24) as per an audited balance sheet.
- e. The agency should have experience of handling advertisement/brand promotion in urban and rural areas.
- f. The agency should have the experience of getting the films, animations, documentaries, jingles, TVCs, etc. done.
- g. The agency should have resources to manage social media handles and digital advertisements.
- h. The Agency should not be blacklisted in the last one year by any Central/State Government/Public Sector Undertaking.
- i. The agency should not have defaulted in paying dues to media houses, Banks and Tax authorities.
- j. The agency should submit a declaration in the letterhead for the above (e to i) criteria

4. Terms and Conditions

The terms and conditions governing the empanelment are given in Annexure II.

5. Submission of Application

The application for empanelment should be made in the prescribed format (**Annexure-I**) which, along with the other relevant details, including terms and conditions of empanelment, can be downloaded from the Bank's website <https://www.nabard.org> and Central Public Procurement Portal (CPMP) <https://eprocure.gov.in>.

A pre-bid meeting will be organised at 11.00 am on 26 September 2024 at NABARD Head Office, BKC, Mumbai. The general queries will be addressed in this meeting. Agencies may also send queries by email to ccd@nabard.org. No queries of any kind will be entertained after 4.00 pm on 26 September 2024. The consolidated responses to queries will be posted on www.nabard.org by 5.00 pm on 30 September 2024.

The applications, duly filled in the prescribed format and complete in all respects, may be submitted in a sealed cover clearly superscribing it as "Application for Empanelment of Advertising Agencies" to the Chief General Manager, Corporate Communications Department, NABARD, Head Office, 8th Floor – 'B' Wing, Plot No.C-24, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051. The last date for submission of application is 10 October 2024 up to 4.00 p.m.

The agency/ies who are already empaneled by the Bank and whose empanelment was upto 21 October 2024 are also required to apply afresh, if they want to continue on the panel.

Any effort by the agencies to influence NABARD in submission, evaluation or contract award decision may result in the rejection of the agency's proposal. NABARD's decision will be final and will be binding on all agencies.

6. Evaluation Methodology

NABARD will examine the application to determine whether the documents submitted are complete, whether required information has been provided as underlined in the notice response documents, whether the documents have been properly signed, and whether response to the notice is generally in order. Only those agencies which comply with the Eligibility Criteria mentioned in Annexure IV will be taken up for further evaluation.

The evaluation process would consider whether the Agency has requisite prior experience and expertise to address NABARD's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone behind the preparation of the notice response, the degree of clarity, understanding of NABARD's stated objectives and the level of commitment exhibited by the agencies.

NABARD may waive any minor informality, non-conformity or irregularity in the response to the notice that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any agency.

NABARD will evaluate the applicants for the Empanelment of agency and will prepare a short list of 9-10 agencies based on performance parameters mentioned in Annexure XI and information furnished in the application. The shortlisted agencies will be informed through NABARD website.

The shortlisted agencies will thereafter be called to make a creative presentation to the Evaluation Committee of NABARD, who will make the final selection of six agencies. The topic of the presentation is 'Ideas for branding NABARD in the next two years'. The decision of the Evaluation Committee, after going through the presentations of the advertising agencies will be final. The presentation is scheduled for 16 October 2024. The evaluation format for the presentation stage is mentioned in Annexure XII. Change in the schedule, if any, will be communicated to the shortlisted agencies. The venue for the presentation will be NABARD, Head Office, Mumbai.

7. Pre-Contract Integrity Pact

A proforma of the same is furnished in **Annexure VII**. The agencies will have to submit the same duly signed on a non-judicial stamp paper of ₹200/- at the time of submission of Expression of Interest document.

8. Dispute Resolution Mechanism

Disputes or differences whatsoever arising out of or relating to the assignments, work of agency, meaning, scope, operation or effect of the agreement or the validity or the breach thereof shall be resolved amicably between the Bank's representative and the agency's representative. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Mumbai.

9. Other Conditions

NABARD encourages electronic mode of payment to Agencies. For this purpose, please furnish the information in **Annexure- X**.

The entire application form and each part of the proforma shall be signed by a person on behalf of the agency who is authorized to do so.

If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper duly signed stating therein the proforma's relevant part number and serial number. Satisfactory completion certificates for work done for different organisations should be furnished along with the application.

Clarification, if any, may be obtained from Assistant General Manager/ Deputy General Manager, Corporate Communications Department, NABARD, Head Office, Mumbai, Phone Nos. 022-26539282, 022-26539843 on any working day between 10.00 AM (IST) and 05.00 PM (IST) or through e-mail at ccd@nabard.org.

Monomoy Mukherjee
Chief General Manager
Corporate Communications Department

Enclosures:

Annexure-I – Application Form
Annexure-II – Terms and Conditions
Annexure III – Agency Information
Annexure IV – Eligibility Criteria Response
Annexure V – List of Documents to be enclosed
Annexure VI – Declaration for Relation in NABARD
Annexure VII – Pre-Contract Integrity Pact
Annexure VIII – Resolution of Disputes
Annexure IX – Non-Disclosure Agreement Form
Annexure X – Details of Bank Account
Annexure XI- Technical Evaluation Format
Annexure XII- Presentation Evaluation Format

Annexure – I
Application Form

(On Agency's Letter Head)

Date: dd/mm/yyyy

To
The Chief General Manager
Corporate Communications Department
NABARD, Head Office
8th Floor, B Wing
C-24, G Block, Bandra Kurla Complex
Bandra (E), Mumbai – 400051

Dear Sir,

Empanelment of Advertising Agencies

1. With reference to your notice for empanelment of advertising agencies dated 20 September 2024 and the details posted on NABARD's website. We hereby submit our application for empanelment of advertising agency of NABARD, and we agree to offer media and advertisement related services to you as per the terms and conditions specified in the notice and to abide by the terms and condition specified therein.
2. We are already registered with _____ (name of registering Authority) as _____ (name of agency) . All the other desired information, documents and certificates as required by you, are enclosed herewith in the prescribed proforma for your perusal.
3. I/We have read and understood the Empanelment Notice and Instructions appearing in the application format and I/We understand that if any false information is detected at a later stage, any contract made between NABARD and I/we based on the information given by me/us, will be treated as invalid by NABARD.
4. All the information furnished in this application as also under Annexures I to IX is correct to the best of my/our knowledge.
5. If our application is accepted, we undertake, to start the work at national and at regional levels as per the job assigned by NABARD.
6. We understand that NABARD reserves the right to accept or reject any or all applications at any time without assigning any reasons.
7. We have not been blacklisted by NABARD or any other organization where we have worked. Further, if any of the partners/directors of the organization/firm

is blacklisted or having any criminal case against them, our application shall not be considered. At any point of time, our company/firm/and/or any of its partner/director is blacklisted by any organization, NABARD shall have the right to terminate the contract with us.

8. Declaration by agency in terms of Clause 3 'Eligibility Criteria' [response to point nos. 3(e) to (i)]
9. I/We, therefore, request you to kindly consider our application for empanelment.

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials]:

Name of Company/Firm:

Address

(Please affix rubber stamp of your company)

Annexure – II

Terms and Conditions

- a) The agencies should adhere to all instructions and submit all relevant information and documents which have been specified in the notice. Submission of applications which are not complying with the instructions will result in its rejection.
- b) The applications shall be typed, office seal affixed and signed by the duly authorised person.
- c) In case a subsidiary company desires to apply with the financial backing of the parent company, the parent company would have to give a written undertaking that the parent company shall bear all financial or contractual liabilities of the subsidiary company and authorize them to submit the application on their behalf for considering them for empanelment.
- d) The agency shall bear all the costs associated with the preparation and submission of application and the costs, if any, for subsequent selection process. NABARD will in no case be responsible or liable for these costs regardless of the conduct or outcome of the selection process.
- e) Amendments to this notice may be issued by NABARD at any time, prior to the deadline for submission. Such amendments will be posted in NABARD's website in the form of addenda/corrigenda. The amendments, if any, to the notice shall be deemed to form an integral part of notice from the date of issue and shall be binding on the agencies.
- f) NABARD reserves the right to accept or reject any proposal and annul the notice process and reject all applications at any time prior to empanelment of agencies, without thereby incurring any liability to the affected agency/agencies or any obligation to inform the affected agency/agencies of the ground for NABARD's action. NABARD also reserves the right to reissue the notice without the agencies having right to object such reissue.
- g) The shortlisted agencies, to be called as empaneled agencies, shall be required to enter into requisite agreement(s) with NABARD, within 15 days of the order (when provided) or within such extended period as may be specified by NABARD. NABARD has the right to cancel the shortlisted agency, if the contract is not executed within a period of 15 days from the date of order, unless otherwise extended by NABARD.
- h) NABARD will release creative brief for any specific project and will invite limited applications from empanelled agencies for the specific projects. The selection of agencies for these projects will happen on the basis of presentation made by agencies in front of the evaluation committee and/or the creative and commercial provided by the agencies for the project.
- i) A separate project contract/work order will be signed for each project.

- j) Empanelment does not guarantee allocation of work. The timeline for various assignments associated with the allocated work shall be intimated along with the creative brief for the work.
- k) All Intellectual Property Rights in the planning, preparing strategy, developing creative ideas, developing and production of advertisement, publicity and other resource material, etc. made in the course of performance of services by the empaneled agencies or its personnel involved in the task of NABARD shall absolutely belong to NABARD. The agency will be required to submit each artwork used in the format used originally for creation of the artwork (master file) such as AI, CDR, AVI, FCP, and other such formats as the case may be, in addition to submitting PDF, MP4, MP3, etc. This artwork will have to be submitted along with the bill. The advertising agency will be solely responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. NABARD will not be a party to any dispute arising out of copyright violation by the agency.
- l) NABARD will not make any advance payment. Payment shall be released after the execution of the project contract/work order as required by NABARD. Agency should raise the invoice post execution of contract in the name of NABARD. The payment shall be released within 45 days of invoice raised by agency. All applicable taxes including GST, etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.
- m) If the deliverables are not found to be of good quality, NABARD will have the right to make suitable deductions from the payable amount or reject the media payment bill to the agency on its sole discretion, in addition to other remedies including claiming of damages. The decision of NABARD in this regard will be final.
- n) The empaneled agency shall not assign the work, whole or in part, to any other agency, even its own subsidiary or parent agency, to perform its obligation under the work order, without prior consent of NABARD.
- o) The empanelment of agencies so selected will be for a period of two years. The performance of the advertising agencies will, however, be reviewed at the end of the first year and in case of unsatisfactory performance, the empanelment is liable to be terminated. The agreement may be terminated by either party by giving not less than one month's notice to the other party.
- p) The advertising agency shall observe the laws applicable, and the rules or code of Advertising Standard Council of India/Advertising Agencies Association of India/Indian Newspaper Society or rules prescribed by Prasar Bharti or any other law in force as applicable.
- q) The advertising agency shall indemnify NABARD and keep it indemnified against any loss, claims, demands, actions, proceedings, damages, costs, charges and expenses, which may be made or brought or commenced against NABARD for any act contrary to the provisions of this agreement or due to or resulting from breach of any agreement between the advertising company and

any other person or organization relating to the media and publicity work undertaken on behalf of NABARD.

- r) The advertising agency shall obtain all necessary registration(s)/permission(s)/license(s), etc., which are/may be required under media or other legislation(s) for providing services.
- s) All technical particulars supplied by NABARD to the agency are to be kept confidential and no part of it should be shared with anyone other than the authorized persons, without prior written permission from NABARD.

Annexure - III

Agency Information

S. No.	Particulars	Details
1	Agency details	
1.1	Name of the Agency	
1.2	Corporate Office Address	
1.3	Contact Person in Mumbai	
1.4	Phone No.(landline/Mobile)	
1.5	Email address	
1.6	Date of incorporation	
1.7	Status of the Agency (public Ltd./Private Ltd. Co. etc.)	
2	Financial and personnel	
2.1	Minimum Turnover of the company in the last 3 years	
2.2	Minimum Turnover in advertising and PR business of the company in the last 3 years <i>(Provisional if not finalized yet for 2023-24).</i>	
2.3	Balance Sheet (Attach Audited Balance Sheet and Profit & Loss accounts for last 3 years – 2021-22, 2022-23 & 2023-24) <i>(Provisional if not finalized yet for 2023-24).</i>	
2.4	Minimum Operating Profit of the company in the last 3 years <i>(Provisional if not finalized yet for 2023-24).</i>	
2.5	No of personnel employed in Mumbai office	
2.6	No of office location other than Mumbai and places	
3	Accreditation/Membership Details	
3.1	Indian Newspaper Society (INS)	
3.2	Prasar Bharati	
3.3	Advertising Standards Council of India (ASCI) or	
3.4	Advertising Agencies Association of India (AAAI)	
4	Valid registration Numbers	
4.1	GST	
4.3	Permanent Account Number	
5	Details of top three completed projects in the last two years	
5.1	Project Name (i)	
5.1.i	Name of the project	
5.1.ii	Client Name and address:	
5.1.iii	Approximate cost of contract in rupees	
5.1.iv	Client contact/reference person(s):	
5.1.v	Telephone/Mobile Phone	
5.1.vi	Email address	
5.2	Project Name (ii)	
5.2.i	Name of the project	

5.2.ii	Client Name and address:	
5.2.iii	Approximate cost of contract in rupees	
5.2.iv	Client contact/reference person(s):	
5.2.v	Telephone/Mobile Phone	
5.2.vi	Email address	
5.3	Project Name (iii)	
5.3.i	Name of the project	
5.3.ii	Client Name and address:	
5.3.iii	Approximate cost of contract in rupees	
5.3.iv	Client contact/reference person(s):	
5.3.v	Telephone/Mobile Phone	
5.3.vi	Email address	

Date:

Signature of Authorized Person:

Place:

Name:

Designation:

(Please affix seal of the Company)

Annexure - IV

Eligibility Criteria Response

(Please tick mark the appropriate column)

S. No.	Requirement	Available	Not available
1	Accreditation from Indian Newspaper Society (INS), Prasar Bharati and in force for the last three years		
2	Membership of Advertising Standards Council of India (ASCI) or Advertising Agencies Association of India (AAAI) (preferable)		
3	Registered legal entity having full-fledged office in Mumbai with relevant expertise & creative personnel and required infrastructure		
4	Agency should have been in existence for minimum 5 years. Minimum average annual turnover of ₹10 Crore and a minimum net worth of ₹1 Crore (2021-22, 2022-23 & 2023-24) as per audited balance sheet (<i>Provisional if not finalized yet for 2023-24</i>).		
5	Self declaration stating the capabilities of the agency to deliver campaign focused on urban and rural areas in major Indian languages		
6	Self declaration stating the capabilities of the agency to make films, animations, documentaries, jingles, TVCs, etc.		
7	Self declaration stating the capabilities of the agency to manage social media handles and digital advertisements.		
8	Self declaration of not being blacklisted in the last 1 year by any Central/State Government/ Public Sector Undertaking		
9	Self declaration of not having defaulted in paying dues to media houses, Banks and Tax authorities.		

Annexure - V

List of Documents to be Enclosed

1. Brief profile of the advertising agency, profile of management team, senior executives, creative personnel, experience in the field, etc. in addition to details provided in Annexure 2.
2. Registration certificate of incorporation
3. Organizational structure of the agency
4. Details of accreditation/membership with INS/AIR/Prasar Bharti/ASCI/AAAI, etc. documentary proof along with current status.
5. Details of membership with any other professional organization/association.
6. Solvency certificate from your banker and your Permanent Account Number. Published balance sheet certified by a chartered accountant for the past three years i.e. 2021-22, 2022-23 & 2023-24 (*Provisional if not finalized yet for 2023-24*).
7. Copies of income tax/service tax returns of the last three years certified by a chartered accountant.
8. Details of agency's annual business for the past two years with major media houses such as The Times Group, The Hindustan times, The Indian Express Group, Doordarshan, CNBC TV16, Zee Group, Sony group, etc.
9. Experience in brand advertising and promotion work done in rural areas. (Attach relevant documents)
10. List of clients (Government, Public sector undertaking, Private sector, etc.) and reference credentials from at least three active clients.
11. Details of experience in any other mode of advertising, awareness campaign and publicity.
12. Self declaration of not being blacklisted in the last 1 year by any Central/State Government / Public Sector Undertaking
13. Self declaration of not having defaulted in paying dues to media houses, banks and tax authorities.
14. Self declaration stating the capabilities of the agency to deliver campaign focused on rural masses/areas in major Indian languages.

Annexure - VI

Declaration for Relation in NABARD

(To be typed and submitted in the Letterhead of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To
The Chief General Manager
Corporate Communications Department
NABARD, Head Office
8th Floor, B Wing
C-24, G Block, Bandra Kurla Complex
Bandra (E), Mumbai – 400051

Dear Sir,

Sub: Declaration for relation in NABARD

Ref: Notice No. _____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner (s)/Director(s) employed in NABARD.

Tick(✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in NABARD

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in NABARD and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.

2. If it comes to the knowledge of NABARD at a later date that the information furnished by the Bidder is false, NABARD reserves the right to take suitable action against the Bidder/Contractor.

Annexure - VII

Pre-Contract Integrity Pact

Between
National Bank for Agriculture and Rural Development (NABARD)
hereinafter referred to as “**The Principal**”

And
..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal will exclude from the process all known prejudiced persons.

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

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

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

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

to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies 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 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 appointed for NABARD is

1. Shri Jagdeep Kumar Ghai, P&TA, FS (Retd), Falt 1032, A Wing, Vanashree Society, Sector 58 A&B, Palm Beach Road, Nerul, Navi Mumbai – 400706. Email : jkghai@gmail.com

(Name & Address of the Monitor)

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

- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The monitor will submit a written report the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NABARD has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Other provisions

- (1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/contractor)
(Office Seal)

Place _____
Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure - VIII

Resolution of Disputes

- a. All disputes and differences of any kind whatsoever, arising out of or in connection with this agreement or in the discharge of any obligation arising under this agreement shall be resolved.
- b. This agreement shall be governed by and construed in accordance with the laws of India.
- c. All disputes or differences between NABARD and the agencies shall be settled amicably between NABARD's representative and the agency/service provider's representative. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- d. The agreement shall be governed by the law for the time being in force in India. This agreement shall be subject to exclusive civil jurisdiction of courts at Mumbai only. No other civil court shall have jurisdiction in case of any dispute, under this agreement.
- e. All disputes or differences whatsoever arising between NABARD and the agencies out of or in relation to the construction, meaning and operation or effect of the contract, with the agencies, or breach thereof shall be settled amicably.
- f. 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 resolved to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996.
- g. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, NABARD shall send to the Consultant/Service Provider a list of three names of persons who shall be presently unconnected with NABARD. Consultant/Service Provider 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 NABARD within 30 days of receipt of the names. NABARD shall, thereupon, without delay, appoint the said person as the sole arbitrator.
- h. If Consultant /Service Provider fails to select the person as sole arbitrator within 30 days of receipt of the panel and inform NABARD accordingly, NABARD shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to Consultant /Service Provider.
- i. 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 NABARD from the above list of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.

- j. The award shall be final and binding on both the parties.
- k. The language of Arbitration shall be English.
- l. The venue of the arbitration shall be at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- m. Work under the project contract/work order shall be continued by the empanelled agencies during the arbitration proceedings unless otherwise directed in writing by NABARD unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by NABARD to the agency shall be withheld on account of the on-going arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.
- n. Any notice, for the purpose of this contract, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

Annexure - IX

Non-Disclosure Agreement Form

(On bond Paper Value Rs 200/- by winning bidder only)

This Non-Disclosure Agreement made and entered into at this day of 2024 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

The System Integrator and NABARD are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. NABARD is engaged in Banking business and floated a Request for Proposal/GeM Bid to appoint an System Integrator for _____, the scope of which is specified in Tender/Bid Ref No. _____ and whereas _____ (Name of Vendor) has through an RFP/GeM bid process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

2. The System Integrator is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. The System Integrator is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

(i) "Confidential Information" means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the System Integrator during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the System Integrator to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential";

"Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

iv) The System Integrator may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

Confidential Information does not include information which:

(a) Is or subsequently becomes legally and publicly available without breach of this Agreement.

(b) was rightfully in the possession of the System Integrator without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.

(c) was rightfully obtained by the System Integrator from a source other than NABARD without any obligation of confidentiality,

(d) was developed by for the System Integrator independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. System Integrator shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of NABARD. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the System Integrator will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

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

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

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

3. Publications

The System Integrator shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of NABARD.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The System Integrator hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The System Integrator further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The System Integrator agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

7.1. The System Integrator acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the System Integrator will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. NABARD shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD's costs and expenses of enforcement (including the attorney's fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

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

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the consultant and shall not be disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

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

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else. In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

BUYER
Name of the Officer
Designation
NABARD

BIDDER
Chief Executive Officer
Organisation

Witness
1. _____
2. _____

Witness
1. _____
2. _____

Annexure - X

Details of Bank Account

Sr.No.	Name of the Individual/ Partnership firm/ Trusts/ Foundation/ NGO/Organisation	
1	Contact address with pin code (address proof enclosed)	
2	Name of the Contact person	
3	Mobile no. of the contact person	
4	E-mail id of the contact person	
5	PAN NO. (Copy enclosed)	
6	GST No.	
7	Name of Account Holder (as appearing in the Bank Account)	
8	AADHAR Card No. (copy enclosed)	
9	Incorporation certificate	
10	Name of the Bank & Branch, (copy of cancelled cheque enclosed)	
11	Account No	
12	IFS Code No.	
13	Type of account (Saving, Current etc.)	
14	Recent ITR acknowledgement/Balance sheet	
15	Recent photograph of Individual/ Partners/ Trustees/ Proprietor/Authorised person	
16	Company Director /Head of Partnership firm/ Trusts/ Foundation/ NGO/Organisation Address proof and ID proof	

Place:

Date:

(Signature and Full Name of the authorized person
with Official Seal On behalf of the Agency)

Annexure XI

Technical Evaluation by Committee - 20 marks

S. No	Name of agency	A. Business Turnover for last 3 years (10 Marks – the highest average gets full mark and other agencies are scored proportionately) ₹ in Crore						B. Assignments contracted in last 2 years: (10 Marks – 2 marks for each sub parameters)						Total (A + B) out of 20 Marks	
		2018-19	2019-20	2020-21	Total turn over	Average	Score	Electronic	Print	Internet & social media	Events	Outdoors	Sub Total		
1						0	0.00							0.0	0.00
2						0	0.00							0.0	0.00
3						0	0.00							0.0	0.00
4						0	0.00							0.0	0.00
5						0	0.00							0.0	0.00
6						0	0.00							0.0	0.00
7						0	0.00							0.0	0.00
8						0	0.00							0.0	0.00
9						0	0.00							0.0	0.00
10						0	0.00							0.0	0.00
11						0	0.00							0.0	0.00
12						0	0.00							0.0	0.00
13						0	0.00							0.0	0.00
14						0	0.00							0.0	0.00
15						0	0.00							0.0	0.00
16						0	0.00							0.0	0.00
17						0	0.00							0.0	0.00
18						0	0.00							0.0	0.00
19						0	0.00							0.0	0.00
20						0	0.00							0.0	0.00
21						0	0.00							0.0	0.00
22						0	0.00							0.0	0.00
23						0	0.00							0.0	0.00
24						0	0.00							0.0	0.00
25						0	0.00							0.0	0.00
26						0	0.00							0.0	0.00

Annexure XII

Scores/ranking by presentation committee

S. No	Name of the agency	Ideas for branding NABARD in the next two years				Total (A+B+C+D) – Out of 80 Marks
		Print Media (20 marks)	Electronic Media (20 marks)	Internet and social media (20 marks)	Events/awards/Outdoor/any other (20 marks)	
1						0
2						0
3						0
4						0
5						0
6						0
7						0
8						0
9						0
10						0