



**Notice Inviting E-tender  
For  
Empanelment of Public Relations (PR) Agency**

**National Bank for Agriculture and Rural Development (NABARD)  
Corporate Communications Department**

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**Important Disclaimer:**

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**Notice Inviting Tender**  
**For**  
**Empanelment of Public Relations (PR) Agency**

**1. Critical Information**

National Bank for Agriculture and Rural Development (hereinafter referred to as “NABARD”) desires to empanel one PR Agency having good track record for meeting its public relations requirements. Corporate Communications Department, NABARD, 8th Floor, ‘B’ wing, Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400051, invites tenders (technical and financial) for empanelment of one PR Agency for a period of two years from June 2023. For a detailed description of the empanelment, please visit Tenders section of NABARD website (<https://www.nabard.org>), CPPP portal (<https://eprocure.gov.in>) and NABARD e-procurement site (<https://nabard.eproc.in>). The last date for submission of bids is 11.04.2023. Last date for submission of pre-bid queries is 24.03.2023. All pre-bid queries will be responded through e-mail only.

**1.1 Tender Time Schedule**

Date of publishing NIT on NABARD website and CPPP portal	20 March 2023
Last date for receipt of pre-bid queries	24 March 2023 (04:00 p.m. IST) All pre-bid queries should be sent to <a href="mailto:ccd@nabard.org">ccd@nabard.org</a> only
Date of Pre-bid meeting	28 March 2023 (11:30 a.m. IST)
Last date for issuing clarifications to pre-bid queries by NABARD	29 March 2023 The clarifications would be available on NABARD website and CPPP portal
Last date and time for receipts of bids	11 April 2023 (4:00 p.m. IST)
Time & date of opening of technical bids	12 April 2023 (11:30 a.m. IST)
Declaration of bidders eligible for presentation	21 April 2023
Presentation by eligible bidders	3 May 2023
Declaration of results of technical evaluation	4 May 2023
Opening of financial bid	4 May 2023 (3:00 p.m. IST)

## 1.2 Tender Details

NABARD invites e-tender and all prospective bidders interested to bid must apply online through NABARD e-procurement site <https://nabard.eproc.in>. The bidder shall submit two separate e-bids for the Technical Bid and Financial bid. The details are given below:

Tender Reference No and Date	Ref. No. NB / CCD /145/ CCD-06 / 2022-23 dated 17 March 2023		
Tender For	Empanelment of Public Relations (PR) Agency		
Cost of RFP (Non-Refundable)	No cost will be charged for the tender document downloaded by the PR Agencies. If hard copy is to be supplied, remittance of ₹1,000/- (Rupees One Thousand Only) to NABARD's Account (Account details given below) and UTR number for this transaction must be furnished. In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, the MSEs registered with National Small Industries Corporation under Single Point Registration Scheme for participation in Government purchases, shall be exempt from payment of cost of tender documents. However, they will have to produce documentary evidence in support of seeking such exemption.		
Earnest Money Deposit (Refundable)	Remittance of Rs 2,40,000/- (Rupees Two Lakh and Forty Thousand Only) to NABARD's Account (Account details is given below). The UTR number for this transaction must be indicated in the Bid Document. OR Bank Guarantee of an equivalent amount issued by a Scheduled Commercial Bank valid for 180 days from the date of opening of tender as per format given in Annexure-VIII. (The option of submitting EMD as Bankers Cheque / Demand Draft /Pay Order is not available.)		
NABARD Account Details	Name of Account	NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT	
	Bank Name	NABARD	

	Branch Name	HEAD OFFICE, MUMBAI
	IFS CODE	NBRD0000002
	Account Number (VAN)	NABADMN07
Contact Numbers	Smt. Sangeeta Mehra, 022 26539843 Shri Bijayashree Parida, 022 26539711	
Email	<a href="mailto:ccd@nabard.org">ccd@nabard.org</a>	
No. of e-bid documents to be submitted online	1. Technical Bid: Including cost for RFP document, if applicable + EMD (UTR No. & date/BG) + documents 2. Financial Bid	

**Note:**

- Before bidding, the bidders are requested to carefully examine the RFP document and the terms and conditions specified therein. Bidders should notify NABARD of any error, omission or discrepancy found in this RFP document before last date and time for pre-bid queries. If any bidder requires any clarification on this RFP, they may notify NABARD in writing by email at the Bank's mailing address indicated in the RFP as per the pre-bid query format given in the Annexure-XI.
- NABARD makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. NABARD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- All costs and expenses (whether, in terms of time or money) incurred by the bidders in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations and for providing any additional information required by NABARD, will be borne entirely and exclusively by the bidders.
- The bidders must conduct their own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

- It will be the responsibility of the bidder to submit the bid well within the timeframe provided in the RFP. No request for extension of the timeframe (owing to technical or other issues) shall be permitted. NABARD, in no circumstances, will be accountable for failure of the bidder in submission of bid.
- All bids (Technical & Financial) must be submitted at the same time within the time period specified in this RFP document.
- The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons whatsoever.
- No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.
- Financial Bids will be opened in the eProcurement portal and made available there for viewing. Bidders' representatives who wish to attend the financial bids opening may write to NABARD. No separate intimation will be given in this regard to the agency/bidder for deputing their representatives. However, the date and time for opening of Financial bid are available in this RFP. In case of any change in the date and time for opening of Financial bid, the same shall be intimated separately by phone/email.
- The representative/s has/have to submit an authority letter duly signed by the agency/bidder, authorizing him to represent and attend the bid opening on behalf of the agency/bidder. The format of the authorization letter is given in Annexure-IX.

## **2. Introduction**

NABARD is a premier development financial institution established under an Act of Parliament viz. NABARD Act, 1981, as a body corporate having its head office in Mumbai. It has a pan-India presence with 30 Regional Offices and more than 420 district offices. NABARD also has four training establishments for training its own staff and partner agencies and other setups in different cities across India. It has a mission of promoting sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity.

NABARD desires to empanel one PR Agency having good track record for meeting its public relations requirements. The job involves conceptualizing, creating and implementing NABARD's PR strategy in print, electronic, online and any other media platform at national and regional levels. The job would require professional services of an agency for PR activities, which include but not limited to organizing press conferences, media coverage of events, drafting and disseminating press releases, media profiling of NABARD, article

syndication, publishing authored articles, publishing feature stories, interviews of the Top Management and senior officials.

The empanelment will remain in force for a period of two years from June 2023 subject to annual review. If the services provided by the agency are found to be unsatisfactory or at any time it is found that the information provided for empanelment or for any quotation is false, NABARD reserves the right to remove such agency from the empanelled list.

### **3. Terms of Reference**

#### **3.1 PR Objectives**

- a. To position NABARD as the Development Bank of the Nation for Fostering Rural Prosperity by implementing a PR strategy of the highest standard through a professional agency with proven expertise.
- b. To avail the services of a professional agency to undertake public relations activities through traditional as well as digital media.
- c. To manage NABARD's image/reputation across media platforms.
- d. To increase visibility amongst NABARD's target audience and the public at large.
- e. To effectively manage NABARD's reputation in times of unforeseen crisis.

#### **3.2 Scope of Work**

The scope of work includes but is not limited to the following:

- a. **Media Plan:** The PR Agency will develop a monthly rolling plan for PR activity in consultation with NABARD and execute the same in a time-bound and systematic manner. The monthly PR plan must be submitted to NABARD in the last week of the previous month.
- b. **Media Monitoring and Intelligence:** The PR Agency will monitor print, electronic and online coverage of NABARD and provide a report on a daily basis.
- c. **Media Profiling:** The PR Agency will explore opportunities for positively profiling NABARD and its activities/projects on a regular basis in the mainstream media across platforms – print, electronic and online.
- d. **Press Conference:** The PR Agency will organise press conferences, as and when required.
- e. **Media Coverage:** The PR Agency will organise for media coverage for events/projects of NABARD.
- f. **Press Release:** The PR Agency will draft and disseminate the information approved by NABARD amongst target media through press release, monthly mailers, newsletters, etc., as per the requirement of the NABARD.

- g. **Networking:** The PR Agency will help NABARD in building professional relationship with key media houses and industry bodies of interest to NABARD.
- h. **Authored/Syndicated Articles:** The PR Agency will work towards ensuring publishing of authored/syndicated articles in the mainstream newspapers, magazines, periodicals, news websites, etc., **including articles by subject experts and individuals of repute.**
- i. **Interviews:** The PR Agency will organise interviews of NABARD’s Top Management with key newspapers, magazines, TV news channels, news websites or any other suitable media.
- j. **Important Episodes:** The PR Agency will provide coverage to NABARD related news in the media about NABARD’s opinions at critical junctures such as Union Budget, etc.
- k. **Proactive Involvement:** The PR Agency will suggest innovative ideas to NABARD, which if implemented, would have the potential to boost brand NABARD. Further, the PR Agency will suggest options to NABARD about participation in media/industry events of interest to NABARD. Further, the PR Agency will provide PR related assistance for media/industry events in which NABARD decides to participate on its own.
- l. **Assistance:** The PR Agency will provide assistance in drafting speeches, press releases, newsletters, etc., as and when required.
- m. **Engaging with ROs:** The PR Agency will engage with the PR Cells of NABARD’s Regional Offices across the country and amplify the press releases and/or any information at the state/national level.
- n. **Crisis Management:** The PR Agency will have a crisis management mechanism in place to, inter alia, identify and mitigate negative publicity, if any.
- o. **Others:** Any other PR and communication related work.

### 3.3 Minimum Eligibility Criteria

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 RFP document as given in Annexure-II. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluation.

Sr. No.	Eligibility Criteria	Mandatory Supporting Document/s
1	The agency should be a registered legal entity having full-fledged office in Mumbai with relevant expertise and creative personnel as well as required infrastructure.	Copy of Certificate of Incorporation Copy of GST Registration Certificate Self-declaration by authorized signatory on official letterhead indicating office-wise staff

		details including qualification, expertise, etc., and infrastructure
2	Besides full-fledged office in Mumbai, the agency should have offices in other cities.	Recent address proofs acceptable to the Bank.
3	The agency should have been in the business for a minimum of five years immediately preceding the date of this RFP.	Copy of Certificate of Incorporation  Copy of GST Certificate  Copy of Agreement & Extension Letter or Certificate of Experience from two clients of repute with which the agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates.
4	The agency should have a minimum average annual turnover of Rs 3.00 Crore in the last three financial years (2019-20, 2020-21 & 2021-22).	a. CA-certified copies of audited balance sheet pertaining to the last three financial years (2019-20, 2020-21 & 2021-22).  b. CA-certified copies of average annual turnover and net worth pertaining to the last three financial years (2019-20, 2020-21 & 2021-22).
5	The agency should have a minimum net worth of Rs 50.00 lakh in each of the last three financial years (2019-20, 2020-21 & 2021-22) as per audited balance sheet.	
6	The agency should have minimum regular staff strength of five full-time employees.	Self-declaration by the authorized signatory on official letterhead with names and other details of the staff.
7	The Agency should have handled the PR activities for at least two clients on retainer basis during each of the three previous financial years, i.e., 2019-20, 2020-21 & 2021-22. Out of this, the agency should have handled at least one large client in the Government/PSU/private sector with an audited balance sheet size of at least Rs 1,00,000 Crore.	Copy of Agreement & Extension Letter or Certificate of Experience from at least two clients during each of the three previous financial years indicating that the PR Agency has handled the PR activities on retainer basis. Work order/MoU to support the claim and one copy of the client organization's Annual Report for FY 2020-21 or 2021-22 to be submitted.  Copy of Agreement / Extension Letter or Certificate of Experience from at least one client of repute with an audited balance sheet size of at least Rs 1,00,000 Crore, with which

		the agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates.
8	The Agency should not have been blacklisted as on or after 01 April 2020 by any Central/State Government/ Public Sector Undertaking, etc.	Self-declaration by the authorized signatory on official letterhead
9	The agency should not have defaulted in paying dues to media houses, Banks and Tax authorities, etc.	Self-declaration by the authorized signatory on official letterhead

NOTE: Wherever a document/set of documents is required as a supporting document for more than one eligibility criteria, the same may be submitted only once.

#### 4. Qualification and evaluation process

- a) Only those agencies who qualify as per the minimum eligibility criteria as specified in cl.3.3 and Annexure II will be considered for evaluation.
- b) For the purpose of selection of the PR Agency, a two-stage bidding process will be followed.
- c) Accordingly, the response to this RFP is to be submitted in two parts, i.e., **Technical Bid** and **Financial Bid**. These are two distinct and separate parts of the tender. Both Technical and Financial Bids are submitted simultaneously.
- d) The technical bid will comprise technical evaluation and presentation while financial bid will comprise evaluation of financial bid.
- e) Technical bid documents should be submitted strictly as per the proforma given in Annexure III. As a part of the technical evaluation, bidders are required to prepare an article/press release based on the draft material given in Annexure VII. Assuming that the article is for publishing in a mainstream newspaper, attempt should be made to make it topical and relevant.
- f) Only those agencies, which score at least 50% marks in the technical evaluation (Annexure III), will qualify for the next round, which is presentation.
- g) The qualifying agencies will be called to make a presentation on the theme “NABARD by 2024 – A PR Perspective”.
- h) The presentation should be made in accordance with the matrix given in Annexure IV.

- i) Only those agencies, which obtain at least 70% marks in technical bid combining the marks obtained in technical evaluation (Annexure III) and presentation (Annexure IV), will qualify for financial bidding.
- j) The scoring matrix for technical evaluation for Annexure III & IV are given in Annexure VI.
- k) Out of all the agencies qualifying to financial bidding round, the agency quoting the lowest (L1) will be selected for empanelment.
- l) The 'Financial Bid' will contain pricing information. The Technical Bid should NOT contain any pricing or financial information at all. In case it happens, it will lead to disqualification of Bid.
- m) Amendments to this RFP may be issued at any time, prior to the deadline for the submission of bids. From the date of issue, amendments to the bid document shall be deemed to form an integral part of the bid document.
- n) The bids must be submitted in accordance with the format specified in this RFP.
- o) Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.
- p) Financial Bids will be opened in the eProcurement portal and made available there for viewing. Agencies' representatives who wish to attend the financial bids opening may write to NABARD. No separate intimation will be given in this regard to the agencies for deputing their representatives. However, the date and time for opening of Financial bid shall be intimated separately by phone/email. The representative/s has/have to submit an authority letter duly signed by the agency/bidder, authorizing him to represent and attend the bid opening on behalf of the agency/bidder. The format of the authorization letter is given in Annexure-IX.
- q) NABARD may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

#### **5. Right of NABARD to accept or reject the bid**

- a) NABARD reserves the right to accept/reject any or all offers submitted in response to this without assigning any reason whatsoever.
- b) NABARD reserves the right to short-list the agency/bidder based on the requirement of the Bank and may call agencies for a presentation or otherwise before an evaluation committee, at agency/bidder's cost.

## **6. Terms and Conditions**

a) The bidders should adhere to all instructions and submit all relevant information and documents, which have been specified in this RFP. Submission of applications, which are not complying with the instructions, will result in their rejection.

b) The applications shall be typed, office seal affixed and signed by the duly authorized person.

c) The selected PR agency/bidder, to be called as empaneled agency/bidder, shall be required to enter into requisite Agreement(s) with NABARD, within 30 days of the order (when provided) or within such extended period as may be specified by NABARD. NABARD has the right to cancel the offer if the contract is not executed within a period of 30 days from the date of order, unless otherwise extended by NABARD.

d) 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 empanelled PR agency/bidder or its personnel involved in the task of NABARD shall absolutely belong to NABARD. NABARD will not be a party to any dispute arising out of copyright violation by the PR agency/bidder. The agency/bidder will indemnify NABARD for breach of any copyright/patent and/or trademark that may arise in execution of the work assigned.

e) NABARD envisages continuous involvement of the PR agency throughout the contract period. A dedicated team of the PR agency has to work for the entire period of contract.

f) The empaneled PR agency shall not assign the work, whole or in part, to any other agency, even to its own subsidiary or parent agency, to perform its obligation under the work order, without prior written consent of NABARD.

g) The empanelment of PR agency so selected will be for a period of two years starting from June 2023. The performance of the PR agency will, however, be reviewed at the end of first year and in case of unsatisfactory performance, the empanelment is liable to be terminated. Nonetheless, either party may terminate the agreement at any point of time from the date of agreement by giving not less than 90 days' notice to the other party.

h) The PR Agency shall observe the laws applicable to it as per the law of the land and any other rules in force as applicable like the rules or code of Advertising Standard Council of India/Advertising Agencies Association of India/Indian Newspaper Society or rules prescribed by Prasar Bharti, etc.

i) The PR 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.

j) All technical particulars supplied by NABARD to the PR 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.

## **7. Pre-Contract Integrity Pact**

All prospective bidders interested to bid must sign a pre-contract integrity pact as per Annexure-X. Bids submitted without Pre-contract Integrity Pact will summarily be rejected and their subsequent Technical bid and Financial bid will not be opened.

## **8. How to apply?**

Please apply online through NABARD e-procurement site, <https://nabard.eproc.in>. The bidder shall submit two separate e-bids for the Technical Bid and Financial bid.

- a) NABARD reserves the right to change the dates mentioned in this RFP, which will be communicated through the Bank's website and CPPP portal.
- b) Non-enclosure of Earnest Money Deposit (EMD) of Rs 2,40,000/- (Rupees Two Lakh and Forty Thousand Only) or equivalent amount of Bank Guarantee will result in rejection of bid.
- c) The bidder shall ensure compliance of Central Vigilance Commission guidelines (CVC) issued/ to be issued from time to time pertaining to the work covered under this RFP.
- d) No legally binding relationship will exist between any of the bidders and NABARD until execution of a contractual agreement to the full satisfaction of the Bank.
- e) All invoices should be made in the name of CGM, CCD, NABARD, HO, Mumbai with official email ID as [ccd@nabard.org](mailto:ccd@nabard.org).

## **9. Public Procurement Policy on Micro and Small Enterprises (MSEs)**

a) NABARD is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by the Ministry of MSME, GoI.

b) These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

c) Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). Supporting documents may be uploaded. In case of any issue on the subject matter, the MSEs may approach the tender inviting authority to resolve their grievances.

d) NABARD shall be governed by the Public Procurement (preference to Make in India) Order, 2017 – Revision dated 29 May 2019 issued by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce, Government of India. Any claim of preference under the above order shall be considered subject to submission of all necessary documents as envisaged under the Order.

## **10. Pre-bid queries**

A meeting to clarify pre-bid queries will be conducted in NABARD Head Office at 11.30 a.m. on 28 March 2023. Bidders must send their pre-bid queries, if any, through e-mail to [ccd@nabard.org](mailto:ccd@nabard.org) as per the format in Annexure-XI. Last date and time of receiving pre-bid queries by email is 04:00 pm on 24 March 2023. Clarifications to pre-bid queries will be uploaded on NABARD website, CPPP portal and NABARD eProcurement site.

## **11. Period of bid validity**

The Bids shall be valid for a period of six months from the closing date for submission of the bid.

## **12. Evaluation**

NABARD will evaluate the bids following the process as stated in Sl. No. 3 above. The evaluation criteria shall be based on the requirements stated in this RFP.

### **13. Terms of Payment**

- a. NABARD will make payment of the undisputed retainer fee on a monthly basis as applicable. Any third party cost incurred by the Agency to carry out assignments would be reimbursed to the Agency, provided the cost was incurred with prior approval from NABARD and all third party supporting documents submitted along with invoice.
- b. NABARD will not make any advance payment. The payment shall be released within 45 days of invoice, complete in all respect, being raised by PR Agency. All applicable taxes including GST, etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.
- c. 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 invoice on its sole discretion, in addition to other remedies including claiming of damages. The decision of NABARD in this regard will be final.
- d. In the event, if any issue on the subject matter is pending for adjudication before the Arbitration, the work under the project contract/work order shall be continued by the empanelled agency 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.

### **14. Notification of Award**

The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the bidding agency/bidder in the tender response. Any change of address of the agency/bidder should therefore be promptly notified to the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Eighth Floor, 'B' wing, Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai –400051 (Telephone: 022 26539885; email: [ccd@nabard.org](mailto:ccd@nabard.org))

### **15. Signing of Contract**

The agency/bidder shall be required to enter into a contract with NABARD, within 30 days of the award of the bid or within such extended period, as may be specified by the Chief

General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, on the basis of the Bid Document.

#### **16. Liquidated Damages**

- a) NABARD shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP levy liquidated damages from payments due to the agency/bidder. Inability of the agency/bidder to provide requirements as per scope or to meet the timelines as specified would attract liquidated damages and shall be entitled to invoke the guarantees furnished by the agency/bidder to the extent of the liquidated damages applicable.
- b) The agency/bidder will provide the PR services as per the Terms of Reference/Scope of Work specified in RFP. In case these Terms of Reference/Scope of Work cannot be achieved or the inability of the proposed services to meet the scope of work as defined in the RFP document, delay in implementation and roll out or deliver the required functionality at Terms of Reference/Scope of Work defined in this RFP at the specified volumes shall result in a breach of contract and NABARD shall have right to invoke this liquidated damages clause.
- c) The liquidated damages for PR services would be proportionate to 1% of the contract value for services below each percentage point of the specified expected deliverables, per month on an average of the incidences below the expected deliverables or part thereof of delay or non-compliance by the agency/bidder, for that particular service. For any service, the liquidated damages will not exceed the value of the service. However, total of such liquidated damages shall not exceed 10% of the overall contract value.

#### **17. Performance Bank Guarantee**

- a) The agency/bidder shall, at his own expense, deposit with the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, within 30 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure-VIII, for an amount equivalent to ten percent (10%) of the contract price for the due performance and fulfilment of the contract by the bidder.

- b) The Performance Bank Guarantee may be discharged by NABARD upon being satisfied that there has been due performance of the obligations of the agency/bidder under the contract. The Performance Bank Guarantee shall be valid up to six months after the end of the contract period.
- c) Failure of the agency/bidder to comply with the above requirement, or failure of the agency/bidder to enter into a contract within 30 days or within such extended period, as may be specified by the Chief General Manager, Corporate Communications Department, National Bank for Agriculture and Rural Development, Mumbai, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.

### **18. Termination**

NABARD shall be entitled to terminate the agreement with the agency/bidder at any time giving 90 days prior written notice to the agency/bidder if the agency/bidder breaches its obligations under the RFP or the subsequent agreement and if the breach is not cured within 15 days from the date of notice by NABARD.

### **19. Effect of Termination**

- a. The agency/bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed/rendered by the agency/bidder to NABARD or its designee to ensure smooth handover and transitioning of NABARD's deliverables and maintenance. The reverse transition will be for the period of 3 months post the notice period.
- b. Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.
- c. In case the NABARD wants to continue with the agency/bidder's services after the completion of this contract then the agency/bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates quoted shall remain firm.
- d. The Bank shall make such prorated payment for services rendered by the agency/bidder and accepted by NABARD at the sole discretion of NABARD in the event of termination, provided that the agency/bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to,

up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the agency/bidder.

- e. Termination shall not absolve the liability of NABARD to make payments of undisputed amounts to the agency/bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or under law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

## **20. Indemnity**

- a) The selected agency/bidder shall indemnify, protect and save NABARD against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure-XII.
- b) Selected agency/bidder shall keep NABARD, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise of whatsoever nature caused to NABARD through the action of its employees, agents, contractors, sub-contractors etc.
- c) The indemnification is only a remedy for NABARD. The Selected agency/bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by NABARD arising out of claims made by its customers and/or regulatory authorities.
- d) However, the selected agency/bidder would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

## **21. Liability of The Selected agency/bidder**

- a. NABARD shall hold the selected agency/bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the contract.
- b. Selected agency/bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected agency/bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or

outside the scope of power, vested or instructions issued by the NABARD under the contract to be issued for this tender. Such liability of the selected agency/bidder will be restricted to the actual amount of the contract.

- c. However, the selected agency/bidder would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.
- d. Notwithstanding anything to the contrary elsewhere contained in this or any other contract between the parties, neither party shall, in any event, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to loss of income or profits.

## **22. Negligence**

In connection with the work assigned if, the selected agency/bidder neglects to execute the work with due diligence contravenes the provisions of General Terms or expedition or refuses or neglects to comply with any reasonable order given to him in writing by NABARD, in such eventuality, NABARD may after giving notice in writing to the selected agency/bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, NABARD shall have the right to cancel the contract holding the selected agency/bidder liable for the damages that NABARD may sustain in this behalf. Thereafter, NABARD is to be compensated for good the failure at the risk and cost of the selected agency/bidder.

## **23. Force Majeure**

- a) The agency/bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is due to an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency/bidder and not involving the agency/bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of NABARD either in fires, floods, strikes, lock-outs and freight embargoes.
- b) If a Force Majeure situation arises, the agency/bidder shall promptly notify NABARD in writing of such conditions and the cause thereof immediately. Unless otherwise directed by NABARD in writing, the agency/bidder shall continue to perform its obligations under

the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- c) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months. NABARD and the agency/bidder shall hold consultations with each other in an endeavour to find a solution to the problem.
- d) Notwithstanding the above, the decision of NABARD shall be final and binding on the agency/bidder.

#### **24. Pricing**

It is absolutely essential for the agency/bidder to quote the lowest price at the time of making the offer in its own interest. In the event of NABARD not being satisfied with the Price Discovery in this process, NABARD reserves the right to initiate the tendering process again through Limited or Open tender.

#### **25. Information Ownership**

All information processed, stored, or transmitted by agency/bidder belongs to NABARD. The agency/bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

#### **26. Publicity**

Any publicity by the agency/bidder in which the name of NABARD is to be used should be done only with the explicit prior written permission of NABARD.

#### **27. Compliance with Laws**

- a) Compliance with all applicable laws: The agency/bidder shall undertake to observe, adhere to, abide by, comply with and notify NABARD about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect NABARD and its employees/officers/staff/personnel/representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

- b) Compliance in obtaining approvals/permissions/licenses: The agency/bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so. shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NABARD and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and NABARD will give notice of any such claim or demand of liability within reasonable time to the agency/bidder.

## **28. Resolution of Disputes**

- a) All disputes and differences of any kind whatsoever, arising out of or in connection with this RFP and/or the Purchase Order/ Contract thereafter or in the discharge of any obligation arising under this RFP and/or the Purchase Order/Contract shall be resolved amicably.
- b) 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. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the parties to this RFP and shall have prior experience as arbitrator. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- c) The venue of the arbitration shall be Mumbai under the exclusive jurisdiction of the courts at Mumbai only.
- d) The award shall be final and binding on both the parties.
- e) Work under the agreement shall be continued by the agency/bidder during the arbitration proceedings unless otherwise directed in writing by NABARD. Save as those which are otherwise explicitly provided in the RFP, no payment due, or payable by NABARD, to the agency/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.

- f) Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

### **29. Privacy & Confidentiality**

All PR related documents and information supplied by NABARD to the agency/bidder 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.

### **30. Contract Re-Negotiation**

NABARD will reserve a right to re-negotiate the price and terms of the entire contract with the agency/bidder for more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

### **31. Corrupt and Fraudulent Practices**

- a) As per Central Vigilance Commission (CVC) directives, it is required that agencies/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the decision making process for award of contract or in contract execution AND
  - "Fraudulent Practice" means a misrepresentation of facts in order to influence the decision making process or the execution of contract to the detriment of NABARD and includes collusive practice among agencies (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive NABARD of the benefits of free and open competition.
- b) NABARD reserves the right to reject a proposal for award if it determines that the agency/bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NABARD reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **32. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **33. Violation of Terms**

NABARD clarifies that it shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction (*place of jurisdiction at Mumbai*) may deem necessary or appropriate to restrain the agency/bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies NABARD may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **34. Non-Disclosure Information**

The selected agency/bidder shall not, without NABARD's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NABARD in connection therewith, to any person other than a person employed by the agency/bidder in the performance of the work assigned to them. The selected agency/bidder shall be required to sign a Non-Disclosure Agreement/Confidentiality Undertaking with NABARD as per the prescribed format provided in Annexure-XIII.

### **35. No Commitment to Accept Lowest or Any Offer/Bid**

NABARD shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. NABARD has the right to re-issue tender/bid. NABARD reserves the right to make any changes in the terms and conditions of RFP that will be informed to all agencies. NABARD will not be obliged to meet and have discussions with any agency/bidder, and/or to listen to any

representations once their offer/bid is rejected. Any decision of NABARD in this regard shall be final, conclusive and binding upon the agency/bidder.

**36. Signing of Bid**

The bid shall be signed by a person or persons duly authorized by the agency/bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

**37. Costs of Preparation & Submission of Bid**

The agency/bidder shall bear all costs for the preparation and submission of the bid. NABARD shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

**38. Confidentiality of Bid Document**

The agency/bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

## Annexure I

### Agency/bidder Information

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
<b>1. Agency/bidder Information</b>		
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	Status of the Agency (Public Ltd./Private Ltd. Co., etc.)	

## Annexure II

### Minimum Eligibility Criteria

(Please provide the response in the following format **mandatorily**. Bids received with incomplete response to annexure II will be rejected summarily)

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Response of Agency/bidder (Yes/No)</b>	<b>Mandatory Document/s</b>	<b>Supporting</b>
1	The agency should be a registered legal entity having full-fledged office in Mumbai with relevant expertise and creative personnel as well as required infrastructure.		Copy of Certificate of Incorporation  Copy of GST Registration Certificate  Self-declaration by authorized signatory on official letterhead indicating office-wise staff details including qualification, expertise, etc., and infrastructure	
2	Besides full-fledged office in Mumbai, the agency should have offices in other cities.		Recent address proofs acceptable to the Bank.	
3	The agency should have been in the business for a minimum of five years immediately preceding the date of this RFP.		Copy of Certificate of Incorporation  Copy of GST Certificate  Copy of Agreement & Extension Letter or Certificate of Experience from two clients of repute with which the agency has/had association on full-time basis. All these documents should clearly	

			indicate the duration of the association including beginning and end dates.
4	The agency should have a minimum average annual turnover of Rs 3.00 Crore in the last three financial years (2019-20, 2020-21 & 2021-22).		a. CA-certified copies of audited balance sheet pertaining to the last three financial years (2019-20, 2020-21 & 2021-22).
5	The agency should have a minimum net worth of Rs 50.00 lakh in each of the last three financial years (2019-20, 2020-21 & 2021-22) as per audited balance sheet.		b. CA-certified copies of average annual turnover and net worth pertaining to the last three financial years (2019-20, 2020-21 & 2021-22).
6	The agency should have minimum regular staff strength of 5 full time employees.		Self-declaration by the authorized signatory on official letterhead with names and other details of the staff.
7	The Agency should have handled the PR activities for at least two clients on retainer basis during each of the three previous financial years, i.e., 2019-20, 2020-21 & 2021-22. Out of this, the agency should have handled at least one large client in the Government/PSU/private sector with an audited balance sheet size of at least Rs 1,00,000 Crore.		Copy of Agreement & Extension Letter or Certificate of Experience from at least two clients during each of the three previous financial years indicating that the PR Agency has handled the PR activities on retainer basis. Please submit work order/MoU to support the claim and one copy of the client organization's Annual Report for FY 2020-21 or 2021-22.  Copy of Agreement / Extension Letter or Certificate of Experience from at least one client of repute with an audited balance sheet size of at least Rs 1,00,000 Crore, with which the agency has/had association on full-time basis. All these documents should clearly indicate the duration of the association including beginning and end dates.
8	The Agency should not have been blacklisted as on or after 01 April 2020 by any Central/State Government/ Public Sector Undertaking, etc.		Self-declaration by the authorized signatory on official letterhead

9	The agency should not have defaulted in paying dues to media houses, Banks and Tax authorities, etc.		Self-declaration by the authorized signatory on official letterhead
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**Date:**  
**Place:**

(Please affix seal of the Company)

**Signature of Authorized Person:**  
**Name:**  
**Designation:**

### Annexure - III

#### Format for submitting Technical Bid

S. No.	Particulars	Response (✓ Tick applicable field)	Supporting Documents
1	Number of years of business of the agency (immediately preceding the date of this RFP)	<input type="checkbox"/> 5 years – up to 8 years <input type="checkbox"/> Above 8 – up to 15 years <input type="checkbox"/> Above 15 years	To be furnished as part of S. no. 3, Annexure II
2	Average annual turnover of the agency in the last three financial years (2019-20, 2020-21 & 2021-22)	<input type="checkbox"/> 3 cr – up to 5 cr <input type="checkbox"/> Above 5 cr – up to 10 cr <input type="checkbox"/> Above 10 cr	To be furnished as part of S.no. 4, Annexure II
3	Net worth of the agency in each of the last three financial years (2019-20, 2020-21 & 2021-22)	<input type="checkbox"/> 50 lakh – up to 1 cr <input type="checkbox"/> Above 1 cr – up to 2 cr <input type="checkbox"/> Above 2 cr	To be furnished as part of S.no. 5, Annexure II
4	Number of full-time employees	<input type="checkbox"/> 5 – 10 <input type="checkbox"/> 11 – 15 <input type="checkbox"/> Above 15	To be furnished as part of S.no. 6, Annexure II
5	Number of offices across India	<input type="checkbox"/> 1 – 5 <input type="checkbox"/> 6 – 10 <input type="checkbox"/> Above 10	To be furnished as part of S.no. 1 & 2, Annexure II
6	Number of full-time empanelment/ retainership the agency has had continuously in the last three financial years (2019-20, 2020-21 & 2021-22)	<input type="checkbox"/> 2 – 5 <input type="checkbox"/> 6 – 10 <input type="checkbox"/> Above 10	Please provide evidence separately.
7	Submission of an article/press release based on the draft press release given in Annexure VI	<input type="checkbox"/> Yes <input type="checkbox"/> No	Please attach the edited article/press release separately.

**Date:**  
**Place:**

(Please affix seal of the Company)

**Signature of Authorized Person:**  
**Name:**  
**Designation:**

## Annexure - IV

### Evaluation of Presentation

S. No.	Particulars	Parameters
1	Presentation and concept note	The agencies should make a presentation on the theme "NABARD by 2024 – A PR Perspective". In addition to the presentation, the agency should submit a concept note and copy of the presentation.
2	Presentation and case study document on crisis management	A case study of how the agency handled at least one media crisis in the past may be presented. Besides, a case study document may be submitted.
3	Presentation on volume and quality of coverage generated in the past preferably for Govt./BFSI/ PSU/ regulatory bodies.	The agency should provide details of coverage generated in financial and other publications, TV and digital media at both national and regional levels in the last three years.

**Date:**

**Place:**

**Signature of Authorized Person:**

**Name:**

**Designation:**

(Please affix seal of the Company)

**Annexure V**

**Format for submitting Financial Bid**

Name of the Agency:

*(Amount in Rs)*

<b>S. No.</b>	<b>Monthly retainer fee</b>	<b>GST</b>	<b>Total</b>

**Date:**

**Place:**

**Signature of Authorized Person:**

**Name:**

**Designation:**

(Please affix seal of the Company)

## Annexure VI

### Scoring Matrix

#### A. Technical Evaluation

S. No.	Particulars	Response	Score	Maximum Score (50)
1	Number of years of business of the agency(immediately preceding the date of this RFP)	<input type="checkbox"/> 5 years – up to 8 years <input type="checkbox"/> Above 8 – up to 15 years <input type="checkbox"/> Above 15 years	3 marks 4 marks 5 marks	5
2	Average annual turnover of the agency in the last three financial years (2019-20, 2020-21 & 2021-22)	<input type="checkbox"/> 3 cr – up to 5 cr <input type="checkbox"/> Above 5 cr – up to 10 cr <input type="checkbox"/> Above 10 cr	3 marks 4 marks 5 marks	5
3	Net worth of the agency in each of the last three financial years (2019-20, 2020-21 & 2021-22)	<input type="checkbox"/> 50 lakh – up to 1 cr <input type="checkbox"/> Above 1 cr – up to 2 cr <input type="checkbox"/> Above 2 cr	3 marks 4 marks 5 marks	5
4	Number of full-time employees	<input type="checkbox"/> 5 – 10 <input type="checkbox"/> 11 – 15 <input type="checkbox"/> Above 15	3 marks 4 marks 5 marks	5
5	Number of offices across India	<input type="checkbox"/> 1 – 5 <input type="checkbox"/> 6 – 10 <input type="checkbox"/> Above 10	3 marks 4 marks 5 marks	5
6	Number of full-time empanelment/retainerships the agency has had continuously in the last three financial years (2019-20, 2020-21 & 2021-22)	<input type="checkbox"/> 2 – 5 <input type="checkbox"/> 6 – 10 <input type="checkbox"/> Above 10	3 marks 4 marks 5 marks	5
7	Submission of an article/press release based on the draft press release given in Annexure VI	<input type="checkbox"/> Yes <input type="checkbox"/> No	Will be evaluated on score of 20 marks	20
Total				50

## B. Evaluation of Presentations

<b>S. No.</b>	<b>Particulars</b>	<b>Parameters</b>	<b>Score (max 50 marks)</b>
1	Presentation and concept note	The agencies should make a presentation on the theme “NABARD by 2024 – A PR Perspective”. In addition to the presentation, the agency should submit a concept note and copy of the presentation	20
2	Presentation and case study document on crisis management	A case study of how the agency handled media crisis in the past may be presented. Besides, a case study document may be submitted.	15
3	Presentation on volume and quality of coverage generated in the past preferably for Govt./BFSI/ PSU/ regulatory bodies	The agency should provide details of coverage generated in financial and other publications, TV and digital media at both national and regional levels in the last three years.	15
Total			50

## **NABARD registers 15% growth in Balance Sheet in FY 2021-22**

- *An all-time high total refinance disbursement stands at Rs 2.68 lakh crore for the fiscal*
- *Expands focus on technology interventions and climate change actions*
- *Operationalises an agro-ecological programme JIVA*

Keeping abreast with its development financing agenda, the National Bank for Agriculture and Rural Development (NABARD) today announced its results for the financial year 2021-22. The apex development financial institution (DFI) posted an impeccable performance on major growth parameters surpassing the challenges posed by the post-pandemic fiscal.

While announcing the financial performance, Dr. G. R. Chintala, Chairman, NABARD stressed that the DFI enabled certain targeted growth strategies for the financial year.

Besides its varied functions, NABARD majorly focused on accelerating ground-level credit distribution, giving impetus to refinancing disbursements for core and government-led initiatives, boosting FPOs framework, aiding infrastructure development such as food processing, warehousing and agri-storage, funding agricultural start-ups, facilitating climate change mitigation & adaptation, pushing technology interventions, promoting off-farm programmes, supporting state projects by capital investment in rural infrastructure, enabling transformation of PACS, facilitating procurement by enhancing lending to the States, continuing financial inclusion for rural banking system, micro-financing to SHGs and strengthening its subsidiaries.

### **Financial Highlights**

NABARD's balance sheet has grown to Rs 7,57,246 crore in size for the FY 2021-22, compared to Rs 6,57,798 crore for FY 2020-21, registering a significant growth of 15.08%. Expanding the lending, the loan portfolio of the bank has increased to Rs 6,80,731 crore as on 31 March 2022 from Rs.6,03,000 crore as on 31 March 2021; registering growth of 12.89%. Total disbursement during the fiscal stood at Rs 3,77,086 crore; as against Rs 3,50,022 crore in the last fiscal, marking a growth of 7.73%.

### **Agriculture Credit**

As per the Union Budget announcement, the Government of India had fixed Rs 16.50 lakh crore under the ground level credit (Agri & Allied) target for the year 2021-22. As against the same, during 2021-22, the achievement stood at Rs 17.09 lakh crore (104%).

### **Operational and Development Initiatives:**

#### **Refinancing**

In a bid to support agriculture and rural development activities, NABARD reported an all-time high refinance disbursement of Rs 2.68 lakh crore during the year 2021-22; as against a total refinance disbursement of Rs 2.23 lakh crore extended in the previous year. Long-term refinance disbursement reached an all-time high of Rs 1,16,000 crore; as against Rs 92,786 crore disbursed during FY 2020-21, marking growth of 25.02 % over the previous year. Similarly, the DFI reported an all-time high short-term disbursement with Rs 1,52,430 crore during 2021-22; as against Rs. 1,30,964 crore disbursed during 2020-21.

### **Augmenting Refinancing & Infusion of Liquidity**

Supporting the financial institutions in the second and third wave of the pandemic, NABARD infused adequate liquidity by disbursing Rs 24,399.44 crore under Special Liquidity Facility – 2. NABARD disbursed concessional refinance of Rs 15,000 crore from the Long Term Rural Credit Fund to Regional Rural Banks (RRBs) and Cooperative Banks (CBs) for boosting capital formation in agriculture. Further, NABARD extended refinance support of Rs 8,820 crore to the NBFC sector and Rs 3,447 crore to the Small Finance Banks; in a bid to resolve the liquidity woes faced by the micro lenders.

### **Infrastructure Development**

NABARD's flagship programme Rural Infrastructure Development Fund (RIDF), which was set up with an initial corpus of Rs 2,000 crore in 1995-96, has now grown to Rs 40,000 crore in 2021-22 (Tranche XXVII). The cumulative sanction under RIDF as on 31 March 2022 stood at Rs 4.55 lakh crore to cover about 7.43 lakh projects across the country, which would boost agriculture, irrigation, rural connectivity, social sector among others. Further, sanction to the tune of Rs 46,073 crore (Rs 34,830 crore during 2020-21) has been accorded during the current year as on 31 March 2022, noting a growth of over 32% over the previous year. The RIDF disbursements aggregated to Rs 33,883 crore as on 31 March 2022.

During the fiscal, disbursement under NABARD Infrastructure Development Assistance (NIDA) stood at Rs 7,136.26 crore whereas Credit Facility for Federations (CFF), Direct Refinance to Cooperatives (DRA), the Dairy Processing and Infrastructure Development Fund (DIDF) and Fisheries Aquaculture and Infrastructure Development Fund (FIDF) saw disbursements to the tune of Rs 46,434.31 crore, Rs 17,573.67 crore, Rs 118.66 crore and Rs 171.93 crore respectively.

With a view to establishing scientific food grain storage infrastructure, NABARD has been operating Warehouse Infrastructure Fund (WIF) with a corpus of Rs 10,000 crore. Under WIF, the development bank sanctioned 7594 projects with a cumulative sanction of Rs 9709 crore to create an agriculture storage capacity of 127.01 lakh MT across the country. Out of these, about 5,529 projects with 59.71 lakh MT capacity have been completed.

### **Development Initiatives**

#### **Strengthening FPOs**

In line with the priority of GoI for promoting Farmer Producer Organisations (FPOs), NABARD has been making all-out efforts to boost this segment. The bank has so far promoted 5136 FPOs including 1064 FPOs under a centrally sponsored scheme for formation and promotion of 10 thousand FPOs.

Further, in a bid encourage the institutional lenders to provide credit to FPOs, a Credit Guarantee Fund with a corpus of Rs 1,000 crore with equal contribution from NABARD and the Ministry of Agriculture & Farmers' Welfare has been set up under the trusteeship of NABSanrakshan Trustee Pvt. Ltd., a fully-owned subsidiary of NABARD. NABKISAN, the bank's subsidiary and an FPO financing NBFC, cumulatively sanctioned Rs 444.02 crore to over 1,400 FPOs.

NABARD has also taken innovative steps to support the functioning of FPOs such as collaboration with GiZ for development of an auto-grading tool for FPOs (FPO *Manak* tool).

### **Launch of 'JIVA'**

This fiscal, NABARD launched India's first unique agro-ecological programme called 'JIVA' to promote natural farming under its existing watershed and Wadi programmes in 11 States. The DFI is also engaging with value chain players to promote investments in agriculture value chain.

### **Support to PACS**

NABARD has introduced a special refinance scheme for transformation of PACS as Multi-Service Centre (MSC) by overhauling their infrastructure. In order to achieve the vision of digitally equipped cooperative banking system, NABARD places significant importance of computerisation of PACS. The Union Budget for FY 2022-23 has made a budgetary provision of Rs 350 crore (total budget is of Rs 2,516 crore for five years) for computerisation of 63 thousand PACS. Notably, NABARD has earlier on-boarded State Cooperative Banks (StCBs) and District Central Cooperative Banks (DCCBs) onto CBS platform.

### **Recapitalisation of RRBs**

GoI contributed Rs 4,084 crore towards recapitalization of RRBs for FY 2021-22. Out of this, Rs 3,197 crore has been released to 21 RRBs so far.

### **Micro Credit**

On the micro credit front, 1.17 crore SHGs have been covered cumulatively by the banks under SHG-BLP. While bank loan disbursed to SHGs was Rs 71,000 crore in 2021-22, average loan disbursed per SHG stood at Rs 2.83 lakh in this financial year. Grant assistance released by NABARD for promotion and nurturing of SHGs stood at Rs 427 crore.

### **Climate Change Adaptation**

NABARD has been undertaking several initiatives such as piloting net zero-ground water use in watersheds, development of simple tools for climate change vulnerability analysis, climate proofing of its natural resource management interventions under wadi/watershed plantations, installation of Automated Weather Stations, etc.

NABARD has been aiding a climate change adaptation programme titled 'Integration of Watershed Development Strategies with Climate Change Adaptation for Rehabilitation of

Degraded Soils' (SEWOH), which is aimed at rehabilitation and regeneration of degraded soils in the areas vulnerable to climate change. NABARD is spearheading these projects in 103 completed watersheds across five states in India.

With a view to improving crop productivity, NABARD is also supporting "Soil Protection and Rehabilitation for Food Security in India" (Prosoil) project in five districts of Maharashtra and two districts of Madhya Pradesh. Similarly, NABARD has recently entered into a Technical Cooperation on "Capacity enhancement or Sustainable Agriculture and Sustainable Aquaculture"(C-SASA) project with GIZ.

### **Off-farm Development**

During the year 2021-22, NABARD sanctioned 10 OFPOs while about 50 OFPOs are functional today covering over 16000 artisans and weavers across 23 states. Penetrating the Geographical Indications (GI) tag authorization, NABARD has, so far, undertaken the GI registration of 112 products. During FY 2021-22, NABARD has provided assistance for 40 products.

### **Subsidiaries**

NABARD's subsidiaries posted a stellar performance for the fiscal. NABFINS, a lending vertical, disbursed Rs 1270 crore NABARD Consultancy Services (NABCONS), a wholly-owned subsidiary of NABARD, expanded its footprint across India by providing consultancy in all spheres of agriculture, rural development and allied areas. NABFOUNDATION, another subsidiary of NABARD, kick-started 'My Pad, My Right' initiative in 32 districts. Accelerating investments into agri-tech start-ups, NABVENTURES, an alternative investment funds arm of NABARD, made investments of Rs 146 crore in nine start-ups and the fund has so far received additional capital commitments of Rs 411 crore. NABVENTURES concluded the fundraising process with a final corpus of around Rs 616 crore by 31 March 2022.

## **Annexure VIII**

### **PERFORMANCE BANK GUARANTEE**

The Chief General Manager  
Corporate Communications Department  
National Bank for Agriculture and Rural Development  
Eight Floor, 'B' wing, Plot No. C-24  
G-Block, Bandra-Kurla Complex  
Bandra (E), Mumbai –400051. India

Dear Sir,

### **PERFORMANCE BANK GUARANTEE – Empanelment of Public Relations (PR) Agency**

#### **WHEREAS**

M/s. (name of agency), a company/ partnership firm/ proprietary firm registered under..... having its registered and corporate office at (address of the Supplier), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into an Agreement dated ..... (hereinafter, referred to as “the said Agreement”) with you (National Bank for Agriculture and Rural Development) for handling the PR services for the National Bank for Agriculture and Rural Development, as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs..... (in words and figures), being 10% of the Contract Price of Rs. ... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of ₹..... (in words and figures) without any demur.

II. Notwithstanding anything to the contrary, as contained in the said Agreement, we agree that your decision as to whether our constituent has made any such default/s / breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

III. This Performance Bank Guarantee shall continue and hold good till the completion of six months after the expiry of tenure/contract term (date), subject to the terms and conditions in the said Agreement.

IV. We bind ourselves to pay the above said amount at any point of time commencing from the date of issue of this guarantee until the completion of six months after the expiry of the tenure/term of contract as per said Agreement.

V. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honor the same without demur.

VI. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.

VII. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim

is lodged with us on or before the date of expiry of this Performance Guarantee, irrespective of your entitlement to other claims, charges, rights and reliefs, as provided in the said Agreement.

VIII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (National Bank for Agriculture and Rural Development).

IX. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you.

X. Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Rs..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.

XI. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favor.

2. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

I. Our liability under this Performance Bank Guarantee shall not exceed ₹ ... (in words and figure);

II. This Performance Bank Guarantee shall be valid only up to ..... (date, i.e., completion of six months after the expiry of the tenure/term of the said agreement; and

III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before .... (Date i.e. six months after the completion of the contract period of the PR services).

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated ..... this ..... day ..... 2021.

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)

Designation

(Address of the Bank)

Note:

- a) This guarantee will attract stamp duty as a security bond under Article 54(b) of the Mumbai Stamp Act, 1958.
- b) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

## **Annexure IX**

### **Letter of Authorisation to Bid**

Ref No: \_\_\_\_\_

Date: --/--/2023

The Chief General Manager  
Corporate Communications Department  
National Bank for Agriculture and Rural Development  
8<sup>th</sup> floor, 'B' Wing  
C-24, 'G' Block, Bandra-Kurla Complex  
Bandra (East), Mumbai - 400 051.  
Maharashtra

Dear Sir,

**Subject: Authorization Letter for submitting bid documents for empanelment of Public Relations (PR) Agency**

REF: RFP Ref No. \_\_\_\_\_

This has reference to your RFP for empanelment of a PR Agency for a period of two years. Mr/Mrs/Miss \_\_\_\_\_ is hereby authorized to submit the bid documents, in sealed format to participate in tender and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's Notice Inviting Tender vide NIT \_\_\_\_\_ dated \_\_\_\_\_ on behalf of our organization. Mr/Mrs/Miss \_\_\_\_\_ is hereby authorized to represent and attend the bid opening on behalf of our organization.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed. Certified photocopy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this RFP.

The specimen signature is attested below:

---

Specimen Signature of Representative

---

Signature of Authorizing Authority

---

Name of Authorizing Authority (Certified photocopy of P/A of authorised Signatory/authority is to be submitted)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Agency in its bid.

## **Annexure X**

### **Pre Contract Integrity Pact**

(On Stamp Paper Value of ₹ 200/-)

Between

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

And ..... hereinafter referred to as “The Bidder”

#### **Preamble**

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

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

#### **Section 1 – Commitments of the Buyer**

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

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

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

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

(2) If the Buyer obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard,

the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter. (2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

### **Section 4 – Compensation for Damages**

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

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

### **Section 5 – Previous transgression**

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

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

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

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

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

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

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

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

### **Section 8 – Independent External Monitor**

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

Shri Sanjay Kumar Panda, IAS (Retd.) 515, Ward No. 3 Sideshwar Sahi, Cuttack City Cuttack district, Odisha – 753008
--

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

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Buyer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

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

(5) The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the

contractual relations between the Buyer and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

### **Section 10 – Other provisions**

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Buyer, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

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

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

**BUYER**

Name of the Officer

Designation

NABARD

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**BIDDER**

Chief Executive Officer

Organisation Name

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**Annexure XI**

**Pre Bid Queries Form**

**Clarifications required:**

(Clarification/queries to be submitted in word document in the following format)

<b>S. No.</b>	<b>Clause No. and Page No</b>	<b>Text as per RFP</b>	<b>Clarifications and Amendments sought</b>

## **Annexure XII**

### **Letter of Indemnity and Undertaking**

(To be submitted by the successful bidder)

Ref No: \_\_\_\_\_

Date:--/--/2023

The Chief General Manager,  
Corporate Communication Department,  
National Bank for Agriculture and Rural Development  
Corporate Communications Department, 8<sup>th</sup> floor, 'B' Wing  
C-24, 'G' Block, Bandra-Kurla Complex,  
Bandra (East), Mumbai -400 051,

Dear Sir,

**Subject:** \_\_\_\_\_

WHEREAS the National Bank for Agriculture and Rural Development, a corporation established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as 'NABARD') has expressed desire to empanel a Public Relations (PR) Agency, subject to our furnishing declarations and indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESSETH THAT:

We, the \_\_\_\_\_ Limited hereby declare and certify that we are the rightful owners/ licensees of the said service provided to NABARD and that the work done/service rendered to NABARD by us and the use thereof by NABARD does not infringe patent, property or other intellectual property or copy rights of any other person and that the same does not infringe the Copy of Rights Act, 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ Limited hereby agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of the service rendered/work done/ supplied by us to NABARD and will defend the same at our cost and consequences and

will pay or reimburse NABARD, its officers, servants, agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection.

We, the said \_\_\_\_\_ Limited hereby also agree to indemnify and keep indemnified and harmless NABARD, its Officers, servants, agents and other authorised persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ Limited hereby also shall agree that we, at our own expense, defend and indemnify NABARD against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the us and against any and all claims by employees, workmen, suppliers, agent(s), employed, engaged, or otherwise working for us, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

We, the said \_\_\_\_\_ Limited shall indemnify, protect and save NABARD and hold NABARD harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission on our part, our employees, agents, or employees of the partner's in the performance of the services provided in pursuance of this RFP (ii) breach of any of the terms of this RFP or breach of any representation or warranty made by us, (iii) use of the deliverables and or services provided by us, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

We, the said \_\_\_\_\_ Limited shall further indemnify NABARD against any loss or damage to NABARD's premises or property, data, loss of life, etc., due to the acts of our employees or representatives.

We, the said \_\_\_\_\_ Limited shall further indemnify NABARD against any loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on NABARD provided however, (i) NABARD notifies us in writing in a reasonable time frame on being aware of such claim, (ii) We, the Bidder has sole control of defence and all related settlement negotiations, (iii) NABARD provides us with the assistance, information and authority reasonably necessary to perform the above, and (iv) NABARD does not make any statement or comments or representations about the claim without our prior written consent, except under due process of law or order of the court. It is clarified that we shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to NABARD's (and/or its customers, users and agencies) rights, interest and reputation.

In the event that NABARD is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, We, the said \_\_\_\_\_ Limited, on our own expense, will undertake to defend NABARD.

Yours faithfully

(Name and Designation) of Authorized Official

## **Annexure XIII**

### **Confidentiality Undertaking / Non- Disclosure Agreement**

Ref No: \_\_\_\_\_

Date:--/--/2023

The Chief General Manager  
National Bank for Agriculture and Rural Development  
Corporate Communication Department, 8<sup>th</sup> floor, 'B' Wing  
C-24, 'G' Block, Bandra-kurla Complex  
P.B. No. 8121, Bandra (East)  
Mumbai - 400 051.

Dear Sir,

We acknowledge that during the course of bidding for Notice Inviting Tender for Empanelment of Public Relations (PR) Agency, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to NABARD and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following:-
  - With your prior written consent, such consent not to be unreasonably withheld;
  - To the extent that such disclosure is required by law;
  - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and

- To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
4. We shall not disclose or divulge any of the Confidential Information to any other client of \_\_\_\_\_ (name of the agency/service provider/implementation partner)
  5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.
  6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Mumbai courts.

Yours Sincerely,

Signature and Stamp of Company

Authorised Signatory

Designation:

Date:

**Annexure XIV**

**Total list of current retainer clients of agency**

<b>S. No.</b>	<b>Name of Client</b>	<b>Sector of Client</b>	<b>Retainership since (year in chronological order)</b>

**Date:**

**Place:**

**Signature of Authorized Person:**

**Name:**

**Designation:**

(Please affix seal of the Company)

## **Annexure XV**

### **Bank details**

1	Name of the Organisation/agency	
2	Contact address with pin code	
3	Name of the Contact person	
4	Mobile no. of the contact person	
5	E-mail id of the contact person	
6	PAN No. (please enclose copy)	
7	GST No.	
8	Name of Account Holder (as appearing in the Bank Account)	
9	Name of the Bank & Branch, (please enclose copy of cancelled cheque)	
10	Account No	
11	IFS Code No.	
12	Type of account (Saving, Current etc.)	

**Date:**

**Place:**

**Signature of Authorized Person:**

**Name:**

**Designation:**

(Please affix seal of the Company)

## **Annexure XVI**

### **Checklist of documents to be enclosed**

The bidders will be required to submit the following documents.

1. Responses to Annexures I to XVI of this RFP complete in all respect.
2. Brief profile of the PR agency, profile of management team, senior executives, creative personnel, experience in the field, etc., in addition to details provided in Annexure 2.
3. Organizational structure of the agency.
4. Details of membership with professional organization/association, if any.
5. Solvency certificate from your banker indicating the actual status of the company's solvency and PAN.
6. Details of agency's annual business for the past two years with major clients, media houses, etc.
7. Details of experience in different modes of public relations, advertising, awareness campaign and publicity.
8. Total list of current retainer clients as per Annexure XIV.