



**REQUEST FOR EMPANELMENT OF FINTECHS
AND DIGITAL CAPABILITY PARTNERS FOR
DEVELOPMENT, CUSTOMIZATION AND
INTEGRATION OF DIGITAL SOLUTIONS**

Ref. No. DDSI-026-001/2025/1

Schedule of Events

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| Reference Number | DDSI-026-001/2025/1 |
| Tender Fee (Non-Refundable) | Rs.10,000+GST@18% (Rupees Ten Thousand +GST only) * |
| Date of Publishing of RFE on NABARD website | 24 th October 2025 |
| Last Date for Submission of Pre-Bid Query | 4 th November 2025 |
| Pre-bid Meeting | 5 th November 2025 |
| Last Date for submission of empanelment applications | 14 th November 2025 |
| Address for submission of Bids | ruraltechcolab.nabard.org |
| Contact Details of NABARD staff for technical support/queries on this bid | Mr. Bhushan R Dhawane – 8446495712 Mr. Dhinesh S R – 9600102170 Email Address: ddsi@nabard.org with cc to br.dhawane@nabard.org and dhinesh.sr@nabard.org |



NABARD

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NABARD

1. Introduction

National Bank for Agriculture and Rural Development is a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981 (hereinafter referred to as “NABARD”) having its Head Office at Plot No. C-24,'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051 and Regional Offices, Training Establishments, and other setups in different cities across the country.

Detailed information regarding the functions of NABARD is provided on the website – www.nabard.org.

This Request for Empanelment (RFE) has been issued for empanelment of FinTechs and Digital Capability Partners (DCP) to meet the software solution requirements of NABARD as per the details and scope of work detailed in section 6 (Scope of Work) of this RFE document.

Bidder shall mean any entity who meets the eligibility criteria given in Section 4 (Eligibility Criteria) of this RFE and willing to provide the Software Solution/ service as required in this RFE and subsequent Request for Quote (RFQ) to be floated by NABARD. The interested Bidders who agree to all the terms and conditions contained in this RFE may submit their Bids with the information desired in this RFE.

Interested bidders are advised to go through the review the entire Request for Empanelment (RFE) document prior to submitting their online bids, to avoid the chance of disqualification due to non-compliance or oversight. NABARD invites proposals from eligible bidders with proven experience, technical capability, and domain expertise to deliver the proposed software solution or service in alignment with the NABARD's requirements outlined in this RFE.

The criteria, process of evaluation of responses and the subsequent empanelment of successful bidders will be conducted solely at the discretion of NABARD.

Interested bidders shall submit their responses to the RFE only through the online application at <https://ruraltechcolab.nabard.org/>

2. Disclaimer

1. The information contained in this RFE, or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of NABARD, is subject to the terms and conditions set out in this RFE.
2. This RFE is not an offer by NABARD but an invitation to receive responses from eligible Bidders. No contractual obligation shall arise from this RFE unless and until a formal contract is executed by NABARD with the selected Bidder.
3. The purpose of this RFE is to provide Bidders with information to assist in the formulation of their proposals. This RFE does not purport to contain all the information that each Bidder may require. Bidders are advised to conduct their own investigations and analysis and to check the accuracy, reliability, and completeness of the information in this RFE. NABARD may, at its sole discretion, update, amend, or supplement the information in this RFP without any obligation to do so.
4. The issuance of this RFE does not imply that NABARD is bound to select or empanel any Bidder. The issue of this RFE does not imply that NABARD is bound to select a Bidder or to empanel Selected Bidder, as the case may be, for the Project and the NABARD reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFE.
5. NABARD, its employees, and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations, or principles of restitution or unjust enrichment, for any loss, damage, cost, or expense which may arise from or be incurred or suffered on account of anything contained in this RFE or otherwise, including the accuracy, adequacy, correctness, completeness, or reliability of the RFE or any information contained therein.
6. NABARD also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFE.
7. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFE. Failure to furnish all information required under this

RFE or to submit a Bid not substantially responsive to this RFE in all respect will be at the Bidder's risk and may result in rejection of the Bid.

8. NABARD reserves the right to change, modify, add to, or alter any or all provisions of this RFE and/or the bidding process at any stage, without assigning any reason. Such changes will be published on NABARD's official website (<https://www.nabard.org>) under the "Tenders" section and shall be deemed to be part of the RFE.
9. NABARD reserves the right to reject any or all the RFEs received in response to this RFE document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of NABARD shall be final, conclusive, and binding on all the parties directly or indirectly connected with the bidding process.

3. Definitions

1. "Bidder" means an eligible entity/firm submitting the Bid in response to this RFE.
2. "Bid" means the written reply or submission of response online to this RFE.
3. "RFE" means Request for Empanelment published by NABARD for Empanelment of FinTech Partner(s).
4. "Selected Bidder(s)" is the successful Bidder found eligible as per eligibility criteria set out in this RFE, whose Bid has been accepted and who has emerged as successful for empanelment.
5. Software Solution/ Services/ System – "Software Solution" or "Services" or "System" means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFE and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of Bidder covered under the RFE.

4. Eligibility Criteria

4.1. Eligibility Criteria for India Startups

- 4.1.1. The Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, GOI has issued G.S.R. 127 (E) notification dated the 19th February 2019, in supersession of the Gazette Notification No. G.S.R. 364 (E) dated 11th April 2018, as modified vide Gazette Notification No. G.S.R. 34 (E) dated 16th Jan 2019, which states that an entity should be considered a Start-up if it fulfils all of the following conditions. An entity shall be considered as a Start-up:
- 4.1.1.1. Up to a period of ten years from the date of incorporation / registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India.
 - 4.1.1.2. Turnover of the entity for any of the financial years since incorporation / registration has not exceeded one hundred crore rupees.
 - 4.1.1.3. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.
- 4.1.2. An entity shall cease to be a Start-up on completion of ten years from the date of its incorporation / registration or if its turnover for any previous year exceeds one hundred crore rupees.
- 4.1.3. Those entities which have obtained Certificate of Recognition as Start-up based on the G.S.R Notification 127(E) dated 19.02.2019 from the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, GOI shall be considered for engagement.
- 4.1.4. Any changes/ modifications/ amendments with respect to definition of Start-ups issued by DPIIT through their notifications in the future will also be applicable to NABARD's definition of Start-ups accordingly.
- 4.1.5. Additional guidelines for recognition of Start-ups dated as per Government of India notification dated 05.07.2021 are as under:

- i. Merger/ Demerger/ Acquisition/ Amalgamation/ Absorption: Resultant entity or entities formed due to merger demerger/acquisition/ amalgamation/ absorption/will not be recognized as Startup.

However, merger or amalgamation under section 233 of the Companies Act, 2013 between any of the following class of companies will be allowed subject to fulfilment of norms of DPIIT Notification by the resultant company:

- (a) Two or more start-up companies; or
- (b) One or more start-up company with one or more small company

Where “small company” means a company, other than a public company,

- Paid-up share capital of which does not exceed fifty lakh rupees, or such higher amount as may be prescribed which shall not be more than five crore rupees; or
- Turnover of which as per its last profit and loss account does not exceed two crore rupees or such higher amount as may be prescribed which shall not be more than twenty crore rupees.

For two or more merged start-up companies:

- The date of incorporation / registration of the oldest company will be considered for calculation of the age of the company and the age of the company to not exceed ten years from the date of incorporation / registration
- Summation of the turnover of the merged companies for all the operational years to not exceed one hundred crore rupees in any of the operational years.

- ii. Compromise/ Arrangement: Entities formed due to compromise/ arrangement as provided under the Companies Act, 2013 will not be recognized as Startup.

iii. Conversion: Conversion of an entity from one form to another shall not be a bar for availing recognition subject to the fulfilment of condition provided in sub-section (3) of section 80-IAC of the Income- tax Act, 1961. The date of incorporation / registration of the original entity will be considered for calculation of the age of the entity and the age of the entity to not exceed ten years from the date of incorporation / registration.

iv. Holding including foreign holding, Subsidiary including foreign subsidiary, Joint Ventures, entities incorporated outside territory Indian Territory:

- Holding/Subsidiary Companies will not be permitted for recognition. Any startup becoming holding/subsidiary of any company after recognition will be derecognized.
- Any entity formed by Joint Venture will not be recognized. Any Startup entering any Joint Venture will be derecognized.
- Entities incorporated outside India will be ineligible for recognition
- Shareholding by Indian promoters in the startup should be at least 51%, as per Companies Act, 2013 and SEBI (ICDR) Regulations, 2018.

v. Name Change: Changes in the name of a recognized Startup necessitated under the relevant provisions of the applicable Act will be permitted. The benefits will be applicable starting from the original date of incorporation / registration or commencement of business by the original entity, whichever is earlier.

vi. CIN/LLPIN Change: Changes necessitated in CIN/LLPIN due to (a) change in domicile State, or (b) due to conversion as in para-3 above, (c) change in industry/ sector subject to cancellation of existing certificate, shall be permitted subject to approval obtained as per the relevant act. The benefits will be applicable starting from the original date of incorporation/registration or commencement of business by the original entity, whichever is earlier. Changes in CIN/LLPIN for any other reasons will not be permitted.

vii. Incorporating additional entities: Incorporating additional entities having similar address with same production line/services and at least one common director/ designated partner/partner will not be recognized as startup.

viii. Common directorship/partnership: Recognition of an entity having common director/designated partner/ partner with any other entity shall be allowed to the extent permissible under the provisions of the Companies Act, 2013. Related party transaction shall not be allowed except transactions on arm's length basis.

ix. Regulatory Areas: Entities operating in domains specifically prohibited by law shall not be recognized.

x. Sole Proprietorship: A sole proprietorship is not eligible to apply for recognition. If a sole proprietorship changes its type of entity into a type permissible for recognition, then the recognition will be granted from date of commencement of business of the sole proprietorship.

4.2. Eligibility criteria for FinTechs and other Digital Capability Partners

4.2.1. The entity should have been incorporated in India for at least two years as on the date on which it is being considered for engagement. Publishing date of the RFE shall be taken as the reference date.

4.2.2. The entity should have a minimum net worth of Rs.1 crore as per its latest audited balance sheet.

4.2.3. The entity should be either working towards innovation, development or improvement of products or processes or services or provide solutions that can bring improvement in the business processes.

4.2.4. The entity should be using new / emerging / next generation technologies including, but not limited to, Artificial Intelligence, Machine Learning, Natural Language Processing, Robotic Process Automation, Blockchain, Digital Currencies and Tokens, Internet of Things, Big Data,

Predictive Analytics, Cognitive Analytics, Nextgen Encryption and Cryptography and Digital Marketing.

- 4.2.5. The product / service / solution being offered should not infringe any patent, trademarks, copyrights, or such other Intellectual Property Rights. The entity must ensure that the application / product / solution, code, artefacts, scripts, etc. offered by them have been developed by them and not copied, pilfered, hacked, transferred, or procured from any other company or individual(s).
- 4.2.6. The entity should be willing to put in escrow the source code, logic, protocols, artefact, design, architecture, code binaries, complete technical solution documentation of the product / software / application / services including the base and customized software and any other related items, necessary to run the application, as per the escrow arrangement with NABARD at the beginning of the engagement and the escrow agreement will include subsequent enhancements as well.
- 4.2.7. The entity should be agreeable to providing training and complete product knowledge transfer to NABARD's team.
- 4.2.8. The entity should not be a defaulter of any bank / financial institution.
- 4.2.9. The products/ services offered by the entity must be technologically ready for deployment.
- 4.2.10. Entities having/had association with Regulatory Sandboxes of RBI, IRDAI and other bodies would be given preference.
- 4.2.11. The above-mentioned eligibility criteria are illustrative in nature and not exhaustive. NABARD will have the right to include additional eligibility conditions for assessment of Startup/FinTech/Digital Capability Partners.

5. Evaluation Process and Criteria

- 5.1. NABARD will scrutinize the bid applications to determine whether they are complete, whether any errors have been made in the offer, whether required eligibility and technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. NABARD may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material

deviation. This shall be binding on all Bidders and NABARD's decision in the matter will be final.

- 5.2. NABARD may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFE document.
- 5.3. NABARD may call for any clarifications/additional particulars on the Eligibility cum Technical bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- 5.4. NABARD reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered etc., from the Bidders based on the technical bids submitted by them. NABARD also reserves the right to conduct Reference Site Visits at the Bidder's client sites.
- 5.5. The bids received in response to this RFE shall be evaluated by the NABARD, as per the evaluation matrix mentioned in "Annexure A".
- 5.6. The bidders are required to score at least 50% of the total score in each criteria (General and Domain Specific). However, NABARD at its discretion may modify the cut-off scores for one or more criteria.
- 5.7. Top Scoring Bidders will be selected for empanelment, as per discretion of NABARD. However, the number of empanelled bidders for each domain may vary (less or more) at the discretion of the NABARD.
- 5.8. The bidders may be required to make a presentation/ solution demonstration for screening or evaluation. The presentation can cover the following areas:
 - Brief about the entity
 - Specialization of the bidder in various domain areas specified by the NABARD
 - Proposed offerings in the specified categories, along with demonstrations
- 5.9. The bidder should be in readiness to demonstrate its Product/Services under Proof of Concept (PoC)/ Technical Evaluation (TE) while applying for RFE.

6. Scope of Work

NABARD envisages to empanel FinTechs and Digital Capability Partners for its various requirements through this RFE. The selection of the bidder for specific projects will depend on NABARD's requirements and the availability of relevant experience and expertise from the bidder. Therefore, a Closed Tender process will be exercised with Empanelled vendors for procurement of below mentioned all or any services/products as and when required by NABARD. The estimated cost of the individual project will be notified during closed RFE process as per specific project requirement.

The broad scope of work for inviting Request for Empanelment (RFE) for empanelment of Start-ups/ FinTech/ DCPs Companies in various domains is mentioned below

| S. No. | Domain | Indicative Requirements |
|--------|--|--|
| 1 | Geospatial Intelligence & Drone based Project Monitoring | <p>NABARD currently employs a sample-based monitoring approach for infrastructure projects funded under schemes such as RIDF/LTIF/MIF, FPF/WIF, etc. While this method provides periodic insights into project progress, it has limitations in terms of coverage, frequency, and real-time visibility—especially for geographically dispersed and large-scale rural infrastructure projects.</p> <p>To strengthen transparency, accountability, and efficiency, there is a need to integrate real-time, remote monitoring using geospatial intelligence and drone-based surveillance under NABARD products.</p> <p>The proposed solution must enable remote and real-time monitoring of large infrastructure projects using drones and GIS technology with timely insights and analytics to improve project execution efficiency and fund utilization.</p> |

| | | |
|---|--|--|
| 2 | Traceability as a Service | <p>Traceability in Geographical Indication (GI) and niche Agri and Agri-allied products is crucial for ensuring authenticity, quality, and market trust. These products often possess unique characteristics, superior quality, and a reputation intrinsically linked to their place of origin. They represent traditional knowledge, craftsmanship, and cultural heritage, and have the potential to command premium prices for producers.</p> <p>The proposed solution must be a universal, interoperable, and secure digital public infrastructure (DPI) that ensures end-to-end visibility of agricultural, poultry, animal husbandry and dairy products – from input usage at the farm level to the final consumer.</p> |
| 3 | Digital Enablers for Farmer Producer Organizations | <p>Farmer Producer Organizations (FPOs) face multiple operational and governance challenges due to the absence of a streamlined digital ecosystem. They largely operate in a manual, paper-based methods, making it difficult to track transactions, maintain reliable records, and plan business operations. This lack of digital infrastructure leaves critical gaps, limiting scalability and transparency. Without standardized systems, banks and financial institutions find it difficult to evaluate FPOs' creditworthiness or business potential for enhanced credit outreach.</p> <p>The proposed solutions will cover the following areas:</p> <ul style="list-style-type: none"> - FPO Governance - Member Management and Onboarding - FPO Lending Assessment Score on lines of CIBIL |

| | | |
|--|--|--|
| | | <ul style="list-style-type: none"> - Transaction Ledger recording all financial transactions (sales, purchases, advances, loans, payments) - Crop & Inventory Management tracking procurement of produce from members - Multi-language Support - Compliance & Documentation with reports and analytics |
|--|--|--|

A tentative detailed Scope of Work for above domains is attached as an Appendix F.

7. Pre-Bid Meeting

Bidders are required to submit pre-bid queries (as per Annexure G), within the stipulated timelines as given in the RFE, through email to ddsi@nabard.org with subject “Pre-bid Queries for RFE”.

Bidders are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory at time of pre-bid meeting. The queries submitted before last date of pre-bid submission will only be discussed in the Pre-Bid meeting and their subsequent responses will be uploaded onto NABARD website.

Maximum up to two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit a copy of their Identity card issued by their company.

No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company.

8. Term of Empanelment

The empanelment will be valid for a period of 3 years from the date of empanelment notification issued by the NABARD.

Irrespective of the empanelment period, the empanelment will be deemed to be operative until close of all projects assigned to the partner within the empanelled period.

During shifting of the services to new bidder, the selected bidder shall provide necessary help for smooth switch over, and necessary information support to NABARD's staff and / or NABARD appointed third party, for running the Solution without any additional cost, thus ensuring continuity of service to NABARD and its stakeholders.

NABARD may decide to empanel fresh set of entities any time as per its requirements to add new FinTech / Digital Partners in its pool.

If the service provided by the selected bidder is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any tender is false or if irregularities is shown by the bidder for applying for the Empanelment of FinTechs and Digital Capability Partners under various Domains in NABARD, NABARD may withdraw the services.

NABARD may at any time during the empanelment period terminate the empanelment by providing written notice of 30 (thirty) days to the partner in cases of consistent underperformance, recurring delays or continued non-participation, etc. An annual review of the empanelled bidders will be conducted by NABARD, if deemed necessary.

9. Post Empanelment Engagements

NABARD at its discretion may invite Technical-cum-Commercial/Commercial bids from the empanelled vendors only as and when based on their fulfilment of the requirement of NABARD during the period of empanelment. Empanelled Bidders will be able to participate and submit commercial quotes along with technical expertise details called through closed RFQ process as per the requirements of NABARD.

NABARD has the discretion not to consider the empanelled bidder for the specific purpose, if they do not possess necessary skill set/ technical manpower required to carry out the work.

NABARD is entitled to remove an empanelled vendor from the empanelment list for non-participation in consecutive 3 RFQs for which the vendor is otherwise

eligible, even after getting an invitation to bid by the NABARD. The decision of the NABARD will be final, and NABARD will not entertain any correspondence in this regard.

10. Earnest Money Deposit (EMD)

This being an RFE for empanelment of FinTechs and Digital Capability Partners, no EMD is prescribed for this specific empanelment. However, EMD shall be specified at the time of specific RFQs as per NABARD's discretion.

11. Tender Fee

Bidders participating in the RFE is required to submit a non-refundable fee of ₹10,000+ GST@18% (Rupees Ten Thousand only + GST) through NEFT, at the time of submission of the bid, failing which the bid of the concerned bidder will be rejected. The bidder must provide the UTR no. generated after the NEFT along with the bid documents, failing which the bid of the concerned bidder may not be accepted.

The details of the Bank account for submission of Tender Fee are given below:

| | |
|----------------------|---|
| Name of Account | NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT |
| Bank Name | NABARD |
| Branch Name | HEAD OFFICE, MUMBAI |
| IFSC CODE | NBRD0000002 |
| Account Number (VAN) | NABMISCO7 |

Micro & Small Enterprises (MSE) units and Start-up* are exempted from payment of tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other sister concern/ third party companies.

*Note: Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

ii. Bidder has to submit the supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

iii. Bidders may please note:

- (a) NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- (b) “Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India along with the technical bid.
- (c) Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFE terms and conditions and who are having MSE and Start-up company status, can claim exemption for tender fee.

12. Empanelment and Acceptance

After the due evaluation process and prior to expiration of the period of bid validity, NABARD will notify the empanelled Bidder(s) in email about the empanelment of the Bidder with NABARD for the respective domains.

Upon receiving the notification of empanelment, the selected bidders will have to provide acceptance within fifteen (15) days from date of empanelment notification by NABARD. Empanelled bidders have to execute an Empanelment Agreement as per the Annexure H within 30 days from the date of empanelment notification by NABARD.

13. General Terms and Conditions

- 13.1. NABARD may go for Proof-of-concept whenever desired for new ideas, POC should be with no cost to the NABARD.
- 13.2. NABARD may consider the Sandbox testing for products and solutions being developed as desired by the NABARD.
- 13.3. All bidders shall follow agile method for software development to ensure flexibility for further enhancement in delivered software.

- 13.4. Bidder shall undertake to comply NABARD's (i) IT Policy, (ii) Cloud Policy (iii) Information Security Policy (iv) Cyber Security Policy, along with all regulatory guidelines as applicable time to time.
- 13.5. Bidder shall indemnify and keep fully and effectively indemnified the NABARD from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Bidder.
- 13.6. Bidders shall not, without NABARD's prior written consent, make use of any document or information provided by the NABARD or otherwise except for purposes of performing contract. All successful bidders shall be required to execute a Non-Disclosure Agreement as per Annexure F.
- 13.7. The solution offered by the bidder should not violate any Intellectual property rights.
- 13.8. Bidders can apply for empanelment in any number of categories depending on the experience of the company as per categories mentioned in section 6 (Scope of work) of the RFE.
- 13.9. The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.
- 13.10. To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.
- 13.11. A bidder can apply for more than one group. Any number of FinTech companies can be empanelled for any group.
- 13.12. In case the empanelled bidder shortlisted through this RFE process refuses to execute the work, NABARD reserves the right to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/ debarment.

14. Sub-Contracting

Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, then the successful bidder will have to

obtain specific written permission from the Competent Authority of the NABARD under whose jurisdiction tender has been floated, before contracting any work to subcontractors. NABARD at its own discretion may permit or deny the same. In case sub-contracting is permitted by NABARD, the contracting vendor will be responsible for all the services provided to NABARD regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFE. NABARD shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on NABARD. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel and will hold itself responsible for any misdemeanour of civil and criminal nature.

15. Other Instructions to Bidders

- 15.1. The Bidder shall bear all the costs associated with the preparation and submission of their bid and NABARD will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 15.2. Bidder should submit the bid strictly as per RFE failing which bid will be treated as nonresponsive and will be liable for rejection.
- 15.3. Any bid received by NABARD after the deadline for submission of bid will be rejected.
- 15.4. At any time prior to the last Date and Time for submission of bids, NABARD may, for any reason, modify the Bidding Documents through amendments at the sole discretion of NABARD. All amendments shall be uploaded on the NABARD's website and will be binding on all those who are interested in bidding in order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, NABARD may, at its discretion, extend the deadline for submission of bids.
- 15.5. Bid shall remain valid for 6 months from last date of submission of bid prescribed by NABARD.
- 15.6. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for

submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

15.7. Any effort by a bidder to influence NABARD and its officials in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

15.8. Bidders are also advised not to indulge in any unnecessary meetings or communications with NABARD Officials. Any information necessary for the bidders will be communicated to them through emails, NABARD's website and the CoLab portal.

16. Force Majeure

"Force Majeure" means occurrence of one or more of the following events which are beyond the reasonable control of the Parties despite having exercised all reasonable care and due diligence, and which are unforeseen, unavoidable or insurmountable, and which arise after the Effective Date, and which prevent total or partial performance of this Agreement by either Party. Such events shall include:

- war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade and military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- act of terrorism, sabotage or piracy;
- act of authority whether lawful or unlawful, compliance with any Law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalisation;
- act of God, plague, epidemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, nuclear catastrophe, volcanic activity, land slide, tidal wave, tsunami, flood, damage or destruction by lightning, drought or contagious disease;
- explosion, fire, destruction of facilities, and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current;

- general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; or
- any other cause beyond the reasonable control of the applicable Party.

No Party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent the default or delay is caused, directly or indirectly, by Force Majeure and provided that the non-performing Party could not have been prevented such default or delay.

The affected Party shall provide notice of non-performance due to Force Majeure to the other Party within 24 hours after the start of such non-performance (or, if providing notice within such time frame is not commercially practicable due to Force Majeure, then as soon as possible thereafter) and such non-performance will be excused for the period such Force Majeure Event causes such non-performance; provided that if NABARD determines it is commercially or technically infeasible to cure the Force Majeure and so notifies the Service Provider, then NABARD may terminate this Agreement effective immediately upon delivery of notice of termination to the Service Provider.



NABARD

Annexure A
Evaluation Criteria

| S. No. | Parameter | Maximum Marks | Evaluation Matrix | |
|-------------------------------------|---|---------------|----------------------|-------|
| General Evaluation Criteria | | | | |
| 1 | Number of years of operation in India as on date of RFE Publication | 10 | Number of projects | Marks |
| | | | 1-2 | 5 |
| | | | 3-5 | 7 |
| | | | > 5 | 10 |
| 2 | Turnover as at the end of Financial Year 2024-25 | 10 | Limit (in crores) | Marks |
| | | | 1 to 25 | 5 |
| | | | 25 to 100 | 7 |
| | | | > 100 | 10 |
| 3 | HR Strength – Total Employees on roll | 5 | Number | Marks |
| | | | Up to 100 | 5 |
| | | | 100 to 500 | 7 |
| | | | > 500 | 10 |
| 4 | No. of active empanelment with BFSI for Digital Solution Projects | 10 | Number | Marks |
| | | | 1-2 | 5 |
| | | | 3-5 | 7 |
| | | | >5 | 10 |
| Sub total | | 35 | | |
| Domain Specific Evaluation Criteria | | | | |
| 1 | No. of Project Implementations under similar domains in India | 10 | Number of projects | Marks |
| | | | 1-2 | 5 |
| | | | 3-5 | 7 |
| | | | >5 | 10 |
| 2 | No. of Project Implementations under similar domains outside India | 10 | Number of projects | Marks |
| | | | 1-2 | 5 |
| | | | 3-5 | 7 |
| | | | >5 | 10 |
| 3 | Certifications and Special Recognitions | 10 | No of certifications | Marks |

| | | | | |
|------------------|--|----|-----------|-------|
| | (e.g., ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, ISO 27001:2013, CMMI, COPC OSP, International Standard on Assurance Engagements (ISAE) 3402, Security Organization Controls (SOC) 1 & 2 Type II, HITRUST, EU GDPR Compliant etc.) <i>Note: Bidder may submit certification pertaining to their field/solution for which they are applying</i> | | 1-3 | 5 |
| | | | 4-5 | 7 |
| | | | >5 | 10 |
| 4 | Domain professionals on payroll | 5 | Number | Marks |
| | | | Upto 25 | 5 |
| | | | 25 to 50 | 7 |
| | | | > 50 | 10 |
| 5 | Presentation / Writeup on the Projects executed in similar domains covering - Number of Clients/Users - Solution document - Methodology & Approach - Scalability - Other parameters to assess the technical capabilities <i>Note: Demo of the projects may be called for on need basis to assess the submission</i> | 20 | | |
| 6 | Client References | 10 | | |
| Sub total | | | 65 | |

| S. No. | Evaluation Category | Marks |
|--------|-------------------------------------|-------|
| 1 | General Evaluation Criteria | 35 |
| 2 | Domain Specific Evaluation Criteria | 65 |
| Total | | 100 |

Annexure B**Eligibility Criteria**

| S. No. | Eligibility Criteria | Documents to be submitted (Whichever applicable) |
|--|--|--|
| 1. Eligibility Criteria for Start-ups | | |
| a. | The "Certificate of Recognition" as a "Start-up" from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) The bidder should be recognized by Department for Promotion of industry and internal trade (DPIIT) | 1. Certificate of Incorporation issued by Registrar of Companies along with 2. Copies of Memorandum of Association 3. Copies of Articles of Association 4. Shareholding pattern 5. Partnership Deed registered by Registrar of Firms or other competent authority should be obtained in case of Partnership Firm. 6. Certificate of Incorporation issued by Registrar in case of LLP. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility Bid. |
| b. | The entity should not be more than 10 years since the date of Incorporation. | Certificate of Incorporation |
| c. | The turnover of the Start-up should not be greater than Rs. 100 crores from the year of commencement in any financial year. | Certificate from the Chartered Accountant with UDIN to be submitted. |
| 2. Eligibility Criteria for FinTechs/ Digital Capability Partners other than Startups | | |
| d. | The minimum net worth of the FinTech/ Digital Capability Partner should have a minimum net worth of Rs.100 lakh. | Copy of the latest audited balance sheets |
| e. | The entity should have been incorporated in India for at least two years as on the date on which it is being considered for engagement under this Policy. | Certificate of Incorporation |

| 3. Eligibility Criteria for both Indian Start-up & FinTech/ Digital Capability Partners | | |
|---|---|--|
| f. | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects. (Start and End Date of the Project to be mentioned) in the past | Minimum of 1 Client reference; Bidder should fill the required details as per the format defined in the application form in the CoLab portal |
| g. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the NABARD) | Declaration to be submitted as per the format in Annexure J |
| h. | The bidder should not be debarred/blacklisted by any bank, Financial Institutions, State/Central Government. | Declaration to be submitted as per the format in Annexure E |
| i. | Pre-Contract Integrity Pact | Declaration to be submitted on a Rs. 500/- stamp Paper as per the format attached in Annexure C |

NOTE: All the applicable documents are to be submitted in the prescribed format with the application form in the CoLab portal

NABARD

Annexure C

Pre Contract Integrity Pact

(On Bond Paper Value of ₹ 500/- to be submitted by all bidders)

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:

Dr. Sanjay Kumar Panda, IAS (Retd)

515, Ward No.3 Sideshwar Sahi Cuttack City,

Cuttack district Odisha - 753 008.

- (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

Witness

1. _____

2. _____



NABARD

Annexure D**Chartered Accountant's Certificate****(Statutory Auditor of the Bidder's Certificate)**

(On letterhead of the Chartered Accountant's firm)

To

The General Manager/Officer in Charge,
 Department of Digital Strategy and Innovation,
 National Bank for Agriculture and Rural Development,
 5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
 Mumbai- 400 051

Sir,

The following details of M/s _____ given in the table below are certified correct based on the verification of original documents and supporting information:

| Financial Year | Turnover (In crore) | Operating Profit (In crore) | Net Profit (In Crore) | Net Worth (In crore) As on 31 March of the FY |
|-----------------------|----------------------------|------------------------------------|------------------------------|--|
| 2022-23 | | | | |
| 2023-24 | | | | |
| 2024-25 | | | | |
| Average | | | | |

Name and Signature (with stamp):

Membership number:

Name of the Firm:

Firm Registration Number (FRN) of the firm:

Note: The detailed Balance sheet of the Bidder shall be verified by NABARD.

Annexure E
Non-Blacklisting / Non –Debarment Declaration
(On the Organization’s letterhead)

Part A. In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list declared by any Bank, Financial Institution, Govt.'s Vendor Black List or debarred except as indicated

below:

(Here give particulars of blacklisting/debarment and in absence thereof state “NIL”)

Part B. In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist since 01.04.2020 declared by any Bank, Financial Institution, Govt's Vendor Black List or debarred, except as indicated below

(Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”)

Part C. In the case of Company:

We hereby declare that we have not been placed on any blacklist declared by declared by any Bank, Financial Institution, Govt's Vendor Blacklist or debarred, except as indicated below:

(Here give particulars of blacklisting/debarment and in the absence thereof state “NIL”)

* We hereby declare that we have not withdrawn any bid after being selected as L1

It is also understood that if this declaration is found to be false in any particular, NABARD shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place: Signature of Bidder: _____

Date: Name of Signatory: _____

Annexure F

Non-Disclosure Agreement Form

(On bond Paper Value Rs 500/- by winning bidder only)

This Non-Disclosure Agreement made and entered into at this day of 2025 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

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

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

WHEREAS:

1. NABARD is engaged in Banking business and floated a RFE Bid to appoint a Vendor for _____, the scope of which is specified in Tender/Bid Ref No. _____ and whereas _____ (Name of Vendor) has through a bid process for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Vendor is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFE or otherwise shall remain confidential.

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

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

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

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

1. Confidential Information

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

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

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

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how

or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

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

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

Confidential Information does not include information which:

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

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

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

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

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

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

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

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

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

2. Non-disclosure

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

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

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

3. Publications

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

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Vendor hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other

tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

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

5. Title and Proprietary Rights

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

6. Return of Confidential Information

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

7. Remedies

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

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

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

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

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.

d. Termination of contract

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

8. Entire Agreement, Amendment, Assignment

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

9. Miscellaneous

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

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

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

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

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

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

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

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

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

10. Suggestions and Feedback

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

11. Governing Law

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

12. General

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

BUYER

Name of the Officer

Designation

NABARD

Witness

1. _____

2. _____

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

2. _____



NABARD

Annexure G**Pre-Bid Queries to be submitted by the Bidder (s)**

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

| S. No. | RFE Page No. | RFE Clause No. | Original RFE Clause | Query/ Suggestion/Remarks of the Bidder |
|--------|--------------|----------------|---------------------|---|
| | | | | |
| | | | | |

Signature of Authorized Signatory

Name of Signatory:

Designation:

Date: _____

Place: _____

NOTE: The same is to be sent in .docx format through email to ddsi@nabard.org

NABARD

Annexure H

EMPANELMENT AGREEMENT

(On a Non-Judicial Stamp Paper of Rs. 500)

This AGREEMENT, made on this _____ (day) of _____, 2025 (hereinafter referred to as the “**Agreement**”)

BY AND BETWEEN:

National Bank for Agriculture and Rural Development, a body corporate established under the Act of Parliament i.e., National Bank for Agriculture and Rural Development Act, 1981, having its Head Office at Plot No. C-24, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 represented herein by its Authorised Representative, Shri _____, (Name, Designation & Department) (hereinafter referred to as “NABARD” which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors, assigns) of the FIRST PART;

AND

_____, a _____ incorporated under the (_____) and having its registered office at _____, together with its Affiliates and represented herein by its Authorised Signatory, (Shri _____, (name, designation & vertical or division, etc.) hereinafter referred to as the “Empanelled Vendor” , which term shall, unless it be repugnant to the context or meaning thereof, be deemed to include and mean its successors and permitted assigns) of the OTHER PART.

WHEREAS:

A. NABARD is engaged in the business of providing and regulating credit and other facilities for the promotion and development of economic activities in rural areas with a view to promoting integrated rural development and securing prosperity of rural areas, and for matters connected therewith or incidental thereto.

B. The Service Provider is engaged in the business of _____.

- C. NABARD had issued a Request for Empanelment vide ref No. _____ dated _____ (hereinafter called “Bid”) for empanelment Of FinTechs and Digital Capability Partners for Development, Customization and Integration of Digital Solutions under various domains indicated in the said RFE.
- D. Accordingly, Parties have entered into an agreement on or about the date hereof defining the the terms and conditions which will govern the empanelment during the term.

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. Definitions

The terms used but not defined in this Agreement shall have the meaning given to such terms in the Agreement. The following terms shall have the meanings assigned to them herein below:

“Empanelment Notification” means the letter/notification issued by NABARD in email or otherwise, after the due evaluation process and prior to expiration of the period of bid validity, about the empanelment of the Bidder with NABARD for the respective domains.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement,
viz.:
- i. Bid submitted by the bidder
 - ii. RFE & it's addendums or corrigendum, (if any)
 - iii. Empanelment Notification issued by NABARD
 - iv. Acceptance submitted by the Empanelled Vendor in response to NABARD's Empanelment Notification

3. Scope of Empanelment

The Empanelled Partner shall be eligible to participate in limited tenders/Request for Quotations (RFQ) issued by NABARD for specific projects in the domains for which it is empanelled. Empanelment does not guarantee award of any contract or assignment of work by NABARD.

The detailed scope of work, deliverables, timelines, commercials, and other project-specific terms shall be defined in the respective RFQs and subsequent work orders/agreements.

4. Term of Empanelment

- a. The empanelment will be valid for a period of 3 years from the date of Empanelment Notification issued for a domain by NABARD.
- b. Irrespective of the empanelment period, the empanelment will be deemed to be operative until close of all projects assigned to the partner within the empanelled period.
- c. NABARD may at any time during the empanelment term terminate the empanelment by providing written notice of 30 (thirty) days to the Empaneled Vendor in cases of consistent underperformance, recurring delays or continued non-participation, etc. Notwithstanding the above, NABARD may, at its sole discretion, terminate the empanelment without the stipulated notice period or with a reduced notice period, if deemed necessary.
- d. NABARD shall periodically review the performance of the Empanelled Vendors and reserves the right to remove/delist the Empanelled Partner from the panel for unsatisfactory performance, non-compliance, or any other reason deemed fit by NABARD.

5. Confidentiality and Non-disclosure

- a. Empanelled Vendor shall execute a Non-Disclosure Agreement (NDA) with NABARD as per the format prescribed by NABARD.
- b. All information, data, documents, and materials shared by NABARD shall be treated as confidential and be used solely for the purpose of fulfilling obligations under this Agreement.

6. Intellectual Property Rights

- a. Empanelled Vendor shall warrant that the solutions/services offered under the empanelment do not infringe any third-party intellectual property rights.
- b. All intellectual property developed specifically for NABARD under any project shall be the property of NABARD, unless otherwise agreed in writing.
- c. NABARD shall not be liable for any license or IPR violation on the part of Empanelled Vendor.

7. Dispute Resolution, Governing Law and Jurisdiction

- a. This Agreement shall be governed by the laws of India.
- b. Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the RFE.
- c. All disputes and differences of any kind whatsoever, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this Agreement (Whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably by Parties. Each Party shall select / appoint 1 (one) senior representative. Such discussions towards amicable settlement of the dispute shall be undertaken for a period of 30 days from the date of appointment of both the respective senior representatives ("Settlement Period").
- d. 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.
- e. The seat & venue of the same shall be in Mumbai
- f. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Mumbai only and Courts in Mumbai only shall have jurisdiction to determine the same.
- g. The language of the proceedings shall be in English.

- h. Notwithstanding anything in the contrary set forth in this Agreement, each Party shall be entitled to seek urgent interim relief in any court of competent jurisdiction.
- i. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.
 - i. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
 - ii. For the purpose of all notices, the following shall be the current address:

The Chief General Manager
National Bank for Agriculture and Rural Development
Plot No. C-24, Block G, Bandra Kurla Complex
Bandra (East), Mumbai- 400051

8. Miscellaneous

- a. Empanelled Vendor is prohibited from using name or logo of NABARD, claiming affiliation or endorsement by NABARD, branding their empanelment status with NABARD for their promotional, marketing, or commercial purposes without prior written approval from the NABARD.

THIS AGREEMENT shall be executed in two numbers, one will be kept with NABARD and the other with _____ (Empaneled Vendor).

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers have caused this Agreement to be duly executed and delivered as of the date first above written.

NABARD

Empaneled Vendor _____

Signature

Signature

Name:

Name:

Title:

Title:

Place:

Place:

Date:

Date:

WITNESS

WITNESS

Signature : _____

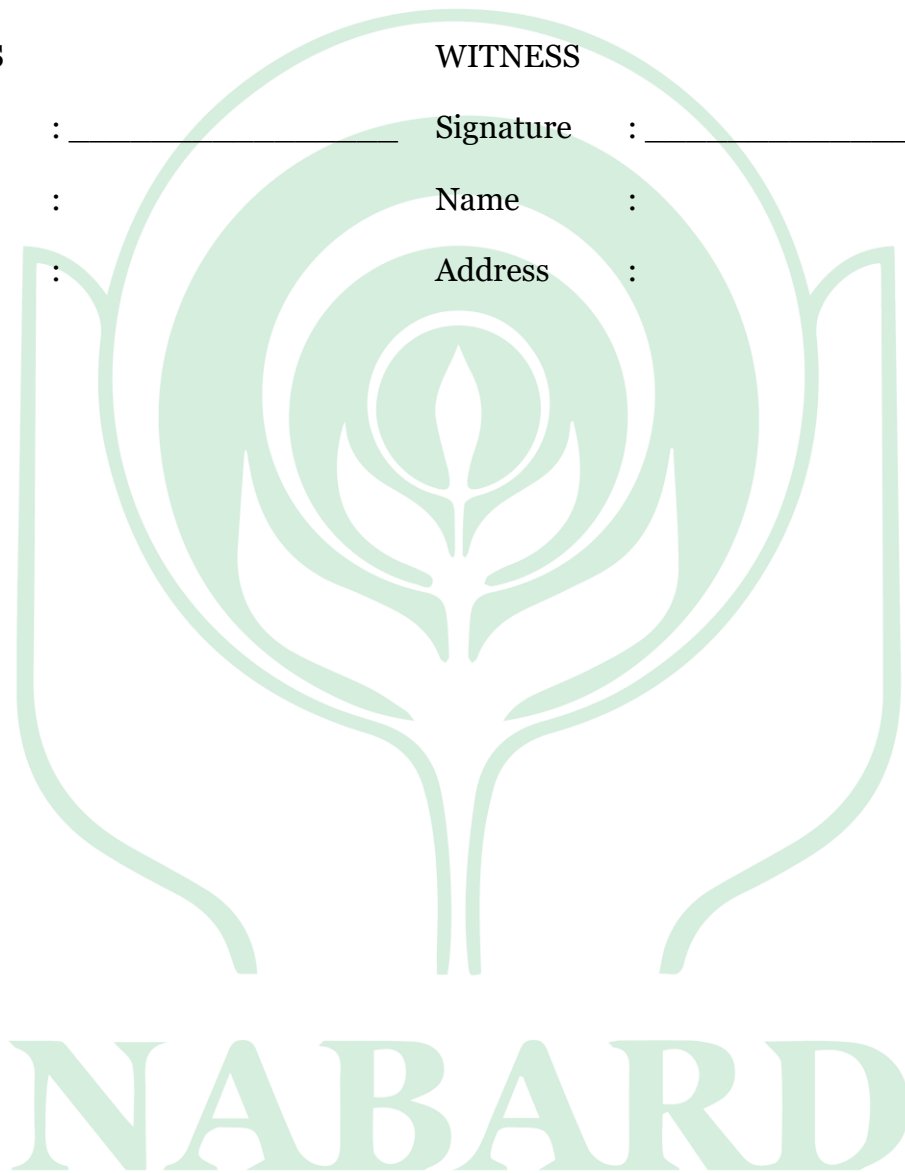
Signature : _____

Name :

Name :

Address :

Address :



Annexure J
Litigation Certificate

(To be provided by Statutory Auditor/Chartered Accountant)

To

The General Manager/Officer in Charge,
Department of Digital Strategy and Innovation,
National Bank for Agriculture and Rural Development,
5th floor, C Wing, C-24, 'G' Block, Bandra-Kurla Complex,
Mumbai- 400 051

Sir,

Reg: Request for Empanelment of FinTechs for Development and Customization of solutions in various Domains in NABARD dated XX.XX.XXXX

This is to certify that M/s-----, with its headquarters at, ----- is not involved in any litigation which threatens solvency of the company.

Date: _____

Place: _____

Name and Signature (with stamp):

Membership number:

Name of the Firm:

Firm Registration Number (FRN) of the firm: