

Response to Pre Bid Queries

Sl. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/Suggestion	Draft Reply
1	79	Annexure M		to be submitted with rfp ?	The successful bidder shall be required to execute SLA - Service Level Agreement as provided in Annexure-M with the Bank, within 30 days from the date of issuance of offer letter or within such extended period as may be decided by the Bank
2	71	Annexure L		PRE-CONTRACT INTEGRITY PACT to be submitted with RFP on stamp paper Rs 600?	The Bidder shall submit PRE-CONTRACT INTEGRITY PACT along with its technical Bids duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State of Maharashtra.
3	65	Annexure J		NDA - to be submitted on letter head or stamp paper with RFP?	The successful Bidder will have to submit Non-disclosure Agreement on stamp paper of adequate value.
4	58	Annexure G		EMD and fees exemption for MSME?	All Micro & Small Enterprises (MSEs) who are having Udyog Aadhar Memorandum are exempt from paying EMD and Tender Fee
5	47	eligibility 11		11. The bidder must have its own Analytical dashboard in place for measuring/tracking the media activities outreach - please elaborate	The dashboard should provide comprehensive MIS data and analysis of the same for all campaigns running across different platforms (both offline and online).
6	45	Annexure B Sr. No 2	The Bidder must have an average turnover of minimum Rs. 20 crore during the 3 financial years FY 2017-18, FY 2018-19 and FY 2019-20.	Financial Statement of the 2019-20 is still under auditing process, can we submit the Unaudited reports for 2019-20?	The provisional financials of 2019-20 may be provided duly certified by the CA.
7	45	Annexure B Sr. No 3	The Bidder should be profitable organization (on the basis of PAT) for at least 3 out of the last 4 financial years namely FY 2016-17, FY 2017-18, FY 2018-19 and FY 2019-20.	Financial Statement of the 2019-20 is still under auditing process, can we submit the Unaudited reports for 2019-20?	Refer to the reply for query no. 6
8	45	Annexure B Sr. No 4	Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.	What is the user acceptance report?	The certificate from the client for the satisfactory performance of the work/service by the agency.
9	65-69	Annexure J	Non-Disclosure Agreement	Is it require on Stamp Paper or on Letter Head? If on Stamp Paper, Is notary require? Please Clarify	Refer to reply to Query at serial no. 3
10	71-78	Annexure L	Pre-Contract Integrity Pact	Is it require on Stamp Paper or on Letter Head? If on Stamp Paper, Is notary require? Please Clarify	Refer to reply to Query at serial no. 2
11	79 (Separate File)	Annexure M	Service Level Agreement	Is it mandatory to submit along with Technical Bid? If Yes, Is it require on Stamp Paper or on Letter Head? If on Stamp Paper, Is notary require? Please Clarify	Refer to reply to query at serial no. 1
12	54	Annexure E	Scope of Work	Do the SBI have any specific preferred campaign performance third-party tools?	No
13	54	Annexure E	Scope of Work	Does the media mix include PR as well?	No
14	45	5	BIDDERS ELIGIBILITY states that "minimum 1 client on "retainership"	What is the definition of "retainership"? Does it imply that "at least one client with a formal contract, with remuneration being paid as %age of spends and/or monthly retainership fee?	Retainership service will include a formal contract with a client with remuneration being paid as monthly retainership fee basis. The number of clients on retainership basis should be as per the Bidder's Eligibility Clause no. 5

15	56	Annexure F	Requests to indicate the % commission chargeable in 2 slabs (>100 crores, < 100 Crores) for Media Planning & Buying	Do we also include the professional charges for Strategy Planning & Execution of marketing initiatives as a subset of this % commission of Media planning & Buying? Or do we need to show a segregation between Strategic planning vs Media planning/ buying?	The commission payable shall include all the professional charges for activities done under the scope of work.
16	8,55	Annexure E	Scope of Work	Please clarify in detail about analytical dashboard for monitoring the performance of the campaign	Refer to response to query no. 5
17	9	4	Eligibility and technical	Can two companies registered in India to get an opportunity to participate as a joint venture in this bid	<p>Joint venture/Consortium may be allowed subject to the condition that the maximum number in consortium/JV is restricted to 2 only. The Eligibility criteria must have to be met by the JV/Consortium together in that case.</p> <p>The JV/consortium shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the consortium/JV during the bidding process and, in the event the consortium is awarded the Contract, during contract execution.</p> <p>All members of the Consortium / Joint Venture shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the RFP.</p>
18	17	15	Period of validity of bids	Need clarification on point number A -which mentions that bid shall remain valid for 180 days from the date of the last date of of the bill submission	The validity of the bid must remain valid for 180 days from the last date of submission of bids i.e. 180 days after 05.12.2020.
19	41	Part-II Schedule of Events	Clause 12 and 13	There are 2 kind of deposits – EMD of Rs 10 lakh and Performance Bank Guarantee of Rs 20 lakh. Are both refundable? Is EMD refundable after 180 days of unsuccessful bid?	<p>The EMD of unsuccessful bidders shall be returned within 2 weeks from the date of bid finalisation. The EMD of successful bidder will be discharged upon the bidder signing the contract and furnishing the Performance Bank Guarantee.</p> <p>The Performance Bank Guarantee will be submitted by the finally selected bidder and shall be valid upto three years from the date of signing the contract strictly on the proforma as per the annexure H of the RFP.</p>
20	17	14	Withdrawal of Bids	Can we withdraw from Bid after submission in case some of the contract terms are not acceptable? It is mentioned that in that case bank will forfeit EMD. Please clarify	Please refer to Clause 14 of the RFP for modification and withdrawal of bids.
21	41	Part- II Schedule of Events	Clause 14	Penalty - -- Bank can impose penalty of up to 5 times of the event cost and Rs 20 lakh as transition penalty. Please help us understand this point.	In case of transition penalty, the bank may impose a penalty of Rs 20 lacs or five times of the event cost whichever is lower.
22	41	Part -II Schedule of Events	Clause 15	Liquidated damages - We can be liable of up to 10% of the contract value for any project delays including breaches of transition clause. We are not clear on this as well as the transition clause. Can you please clarify	In case of delay in execution of an event, the agency will be liable to pay a sum equivalent to 1% of the total commission payable for that specific event, per week subject to a maximum deduction of 10% of the total commission payable for that event.

23				Our statutory audit of FY 2019-20 is not finalized yet. We can share numbers of 2016-17, 2017-18 and 2018-19. However please note that 2016-17 and 2017-18 will be in the name of ABC and 2018-19 will be in the name of XYZ – post merger	In case the statutory audit for 2019-20 is not complete, the audited financials may be provided duly certified by the CA. In case of merger, we need to check the relevant documents to ascertain the eligibility criteria in consultation with our legal team.
24	41	Part-II Schedule of Events	Clause 12	kindly confirm if Rs. 10 Lakhs EMD Exemption for MSME Firm is applicable or not	Refer to response of query no. 4