



**REQUEST FOR PROPOSAL (RFP)  
FOR  
ENGAGEMENT OF AN AGENCY FOR  
DIGITAL MARKETING FOR SBI**

**RFP NO: CC/M&C/2023-24/02**

**Dated: 22/09/2023**

**STATE BANK OF INDIA  
MARKETING & COMMUNICATION DEPT.  
CORPORATE CENTRE  
MUMBAI**

**Part-1**

	<b>S. No.</b>	<b>Index</b>	<b>Page</b>
<b>Part - I</b>	1	Invitation to Bid	5
	2	Disclaimer	6
	3	Definitions	7
	4	Overview	8
	5	Purpose of Engagement	9
	6	Scope of work	10
	7	Eligibility and Technical criteria	10
	8	Cost of Bid document	12
	9	Clarifications and amendments on RFP/Pre-Bid meeting	13
	10	Content of Bid documents	14
	11	Earnest Money Deposit (EMD)	14
	12	Bid preparation and submission	15
	13	Deadline for submission of Bids	17
	14	Modification and withdrawal of Bids	17
	15	Period of validity of Bids	18
	16	Bid integrity	18
	17	Bidding process/ opening of Technical Bids	19
	18	Technical Evaluation	20
	19	Evaluation of Price Bids and Finalization	20
	20	Contacting the Bank	21
	21	Award criteria	21
	22	Power to vary or omit work	22
	23	Waiver of rights	23
	24	Contract Amendment	23
	25	Bank's Right to Accept Any Bid and to Reject Any or All Bids	23
	26	Performance Bank Guarantee	24
	27	Penalties	24
	28	Right to Verification	24
	29	Purchase price	24
	30	Right to Audit	25
	31	Sub-contracting	26
	32	Validity of Agreement	27
	33	Limitation of liability	27
	34	Confidentiality	28

	35	Delay in Service Provider's Performance	28
	36	Obligations of the selected agency	29
	37	Patent Rights/Intellectual Property Rights	29
	38	Liquidated Damages	30
	39	Conflict of Interest	30
	40	Fraud and Corrupt Practices	32
	41	Termination for Default	33
	42	Force Majeure	35
	43	Termination for Insolvency	36
	44	Termination for Convenience	36
	45	Disputes Resolution	36
	46	Governing language	37
	47	Applicable Law & Jurisdiction	37
	48	Taxes and Duties	37
	49	Tax deduction at Source	38
	50	Tender / Bid Fee	38
	51	Exemption of EMD and Tender Fee	39
	52	Notices	39
	53	Terms of Payment	40
	54	Other Information	40
		Business Rule Document	41
		Appendix – A	45
Part - II		Schedule of Events	46
		Annexures	
	A	Bid form (Technical Bid)	48
	B	Bidder's Eligibility criteria	52
	C	Technical Evaluation Criteria	55
	D	Bidder Details	57
	E	Scope of Work	58
	F	Commercial Bid	77
	F1	Techno Commercial Evaluation	78
	G	Format for EMD Bank Guarantee	79
	H	Performance Bank Guarantee Format	82
	I	Penalties	86
	J	Non-Disclosure Agreement	87
	K	Pre-Bid Query Format	92
	L	Pre-Contract Integrity Pact	93
M	Service Level Agreement	102	
N	Declaration cum certificate	103	



	O	Certificate from Bidder for list of registrations	104
	P	Certificate from Auditor	105
	Q	Certificate from Agency regarding Litigations	106
	R	Certificate from Agency regarding procurement from restricted countries	107
	Form-1	List of Awards	108
	Form-2	List of Clients of the Agency	109
	Form-3	Declaration – cum – Experience Certificate (ORM)	111

## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI**' and/or **Bank**'), is having its Corporate Centre at Nariman Point, Mumbai and various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India, branches/other offices, located at various locations in India and abroad and managed by the Bank). This Request for Proposal (RFP) has been issued by the Bank for engagement of an agency for Digital Marketing and Social Media.
- ii. In order to meet the Services requirements, the Bank proposes to invite online bids from eligible agencies to undertake and provide services as per details/**Scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their online Bids on the e-tender portal with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. The purpose of SBI behind this RFP is to seek a detailed technical proposal and commercial bid for engagement of an agency for providing the services as desired in this RFP.
- v. This document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire document before submission of their online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial bid on e-tender portal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

**2. Disclaimer:**

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank 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 RFP.
- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or engage an agency for the proposed services and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information

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

- viii. The successful bidder shall be required to enter into/execute a Bank's Standard contract/ 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 along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP and strictly on the lines of format given at **Annexure-H** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

### 3. Definitions:

In this connection, the following terms shall be interpreted as indicated below:

- i. **"Bank"** 'and/or **"SBI"** means the State Bank of India constituted as per the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai and various other offices (LHOs/Head Offices/Administrative Offices/Regional Business Offices/Global Link Services, Global IT Centre etc.) of State Bank of India, domestic and foreign branches/other offices, at various locations and managed by the Bank, acting through its Marketing & Communications Department at Corporate Centre, Mumbai.
- ii. **"Agency/Agencies"**, **"Firm"**, **"Company"**, **"Applicant"**, **"Bidder"** means an eligible entity/firm submitting their online proposal on e-tender portal for providing services to SBI in accordance with this RFP in response to this RFP.
- iii. **"Proposal"** or **"Bid"** means the online submission of response to this RFP on e-tender portal.
- iv. **"Contract/Agreement/SLA"** means the agreement entered in the format provided in Annexure – M and as approved by SBI (including all attachments and appendices thereto and all documents incorporated by

reference therein) executed between the Bank and the selected/successful bidder as per this RFP, for the services as per the terms and conditions approved by the SBI.

- v. **“The Contract Price/Project Cost”** means the total price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vi. **“Services/Assignment/job”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and any other obligation of the Vendor covered under this RFP.
- vii. **“Day”** means English calendar day.
- viii. **“RFP”** means this Request for Proposal issued by SBI for the engagement of an agency for Digital Marketing and Social Media (this document) in its entirety, inclusive of any addenda that may be issued by the Bank on e-tender portal.
- ix. **“Selected Bidder”/ Vendor/ Supplier/ Contractor/ Service Provider/ Selected Agency** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid and commercial bid has been accepted and who has emerged as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

#### 4. Overview:

4.1 State Bank of India (SBI) is India’s largest Bank with a network of more than 22000 branches spread across India. The Bank has presence in over 35 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. The Bank also has one of the largest networks of more than 62,000 ATMs & ADWMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.



4.2 SBI is an iconic and hugely trusted brand. In its effort to strengthen customer affinity and enhance customer experiences, SBI has won many accolades of national and international repute for its products, services, technology and also as brand. SBI has, in the recent past innovated a slew of digital offerings targeted not just at the youth, but across the demographic spectrum, both in rural and urban India. With such innovations and improvements, SBI aspires to give an impetus to its marketing efforts to develop a highly favorable brand perception from what it is today, in the process, endeavor to become the preferred choice of customers when it comes to fulfilling their needs. To that end, SBI now seeks to engage a well-recognized agency for Digital Marketing and Social Media.

4.3 For the above stated purpose, SBI invites proposals/bids from reputed and qualified Agencies for rendering the services as mentioned herein.

4.4 The Proposal/bids will be the basis for a formally signed Contract with the selected Agency.

4.5 Agencies shall bear all costs associated with the preparation and submission of their bids. SBI is not bound to accept any or all proposals/bids and reserves the right to annul the selection process altogether at its sole discretion without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. SBI also reserves the right to re-issue the RFP, if the Bank decides so.

4.6 SBI may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. SBI also reserves the right to not shortlist or appoint any or all Agency in respect of the services under this RFP without assigning any reasons, whatsoever.

## **5. Purpose of Engagement:**

5.1 SBI is looking to engage one Digital marketing Agency on Retainership Model and not on agency commission. The Agency will be responsible for managing the bank's presence across all digital and social media channels including but not restricted to creatives asset creation, video creation, campaign, content and online reputation management as per defined scope of work.

5.2 The agency should be a very reputed and highly regarded and recognized by the digital marketing fraternity in India and should be working for top advertisers in India. The Digital marketing Agency will be engaged on a retainer basis for an initial period of one year and may be extended further one year at a time for a period of up to three years, at the sole discretion of the Bank, if the service provided by the agency is found satisfactory. Bank reserves the right to engage one or more than one agency for whole or partial work as per scope of work.

## 6. Scope of Work:

As given in **Annexure-E** of this document.

## 7. Eligibility and Technical Criteria:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this RFP. The Bidders must submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. No bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be.
- iii. The Bidder shall also submit a PRE-CONTRACT INTEGRITY PACT along with its technical Bids prescribed by the Govt. of India (Annexure - L) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bids submitted without PRE-CONTRACT INTEGRITY PACT, as per the format (Annexure - L) provided in RFP, shall not be considered and would be outrightly rejected.
- iv. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or service provider) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore,

including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India” for the purpose of this Clause means:

- a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country or
  - d) An entity whose beneficial owner is situated in such a country or
  - e) An Indian agent of such an entity or
  - f) A natural person who is a citizen of such a country or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- v. The beneficial owner for the purpose of iv.(d) above will be as under:
- a. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.
  - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  - d. Where no natural person is identified under para v. above, the beneficial owner is the relevant natural person who holds the position of senior managing official

- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. An agent for the purpose of para iv(e) above, is a person employed to do any act for another, or to represent another in dealings with third person.
- vii. For works contract including turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
- viii. The Bidder shall also submit a certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India along with its technical Bids (Annexure - R) duly signed by the Bidder and witnessed by two persons. The Certificate shall be stamped as applicable in the State where it is executed. Bids submitted without such certificate, as per the format (Annexure - R) provided in RFP, shall not be considered and would be outrightly rejected.

#### **8. Cost of Bid document:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

Bidders to submit DD of Rs 20,000/- (Rupees Twenty Thousand only) as cost of tender/RFP along with their bid. The amount is non-refundable. Concession as per MSMED Act will be extended to eligible MSE bidders.

## 9. Clarification and amendments on RFP/Pre-Bid Meeting

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-K** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. Bidders may request clarifications on any clause of the RFP document. Any such request for clarification must be sent via email to [dgm.marketing@sbi.co.in](mailto:dgm.marketing@sbi.co.in) and [marketing@sbi.co.in](mailto:marketing@sbi.co.in) before the stipulated date. All such queries by e-mail should be received in the suggested template (Annexure K), on or before the time stipulated for the said purpose in the Time Schedule for RFP process. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para v below.
- iv. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- v. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such

amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. SBI also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- vi. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vii. Queries received after the scheduled date and time will not be responded/acted upon.

#### **10. Contents of Bid documents:**

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

#### **11. Earnest Money Deposit (EMD):**

- i. The Bidder shall furnish EMD for the amount and validity period mentioned

- in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
  - iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-G**], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
  - iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
  - v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
  - vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP which should be strictly on the lines of format placed at **Annexure-H**.
  - vii. No interest is payable on EMD.
  - viii. The EMD may be forfeited: -
    - a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
    - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
    - c) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Work Order/Offer letter.
  - ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

## 12. Bid Preparation and submission:

- i. The Bid is to be submitted separately for technical and Price on e-tender portal for providing Digital marketing Services for SBI in response to the RFP No CC/M&C/2023-24/02 dated 22.09.2023:
- ii. Documents mentioned below are to be uploaded on e-tender portal with digital signature of authorised signatory:
  - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers
  - (b) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.



(c) Proof of remittance of EMD as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded.

(d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-B and technical eligibility criteria on the lines of Appendix-C

(e) All other annexures as attached in RFP.

(f) A letter on Bidder's letter head: -

(i) Mentioning details of EMD submitted technical competence and experience of the Bidder

(ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.

(iii) Confirming that the Bidder has quoted for all the items/Services mentioned in this RFP in their commercial Bid.

(iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.

(v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B** and technical eligibility criteria on the lines of **Annexure-C**.

(g) Bidder's details as per **Annexure-D** on Bidder's letter head.

(h) Audited financial statement and profit and loss account statement as mentioned in Part-II

(i) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.

(j) Presentation in the form of PPT. A pen drive is to be submitted separately.

iii. Indicative Price Bid for providing Digital Marketing Services for SBI in response to the RFP No. CC/M&C/2023-24/02 dated 22.09.2023 should contain only indicative Price Bid strictly on the lines of Appendix-F. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iv. Bidders may please note:

a. The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.

b. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

c. The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications



- issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- d. Bids are liable to be rejected if only one (i.e., Technical Bid or Indicative Price Bid) is received.
  - e. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
  - f. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
  - g. The Bidder must provide specific and factual replies to the points raised in the RFP.
  - h. The Bank reserves the right to reject Bids not conforming to above.

### **13. Deadline for Submission of Bids:**

- i. Bids must be received by the Bank by the date and time mentioned in the "Schedule of Events".
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

### **14. Modification and Withdrawal of Bids:**

- i. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline

prescribed for submission of Bids.

- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- iv. Withdrawn Bids, if any, will be returned unopened to the Bidders.

**15. Period of Validity of Bids:**

- i. Bids shall remain valid for 180 days from the date of last date of bid submission. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- iii. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

**16. Bid integrity:**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

**17. Bidding process/opening of Technical Bids:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened on the e-tender portal.
- ii. In the first stage, only technical Bids will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

## 18. Technical Evaluation:

Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bank will reject the bid determined as not substantially responsive.

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing/email and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- iii. The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.

## 19. Evaluation of Price Bids and Finalization:

- i. Marks for Technical evaluation will be awarded to the bidders as per the **Annexure C**.
- ii. The bidders who score at least 75% marks (excluding the presentation) in the technical evaluation, shall be shortlisted for presentation.
- iii. All the shortlisted bidders will have to give a presentation in front of a committee constituted by the bank on a given date and time. All the presentations will be evaluated by the committee constituted by the bank.

- iv. The commercial bid of only the bidders, who score a minimum of 75% marks (including the score obtained for the Presentation) in the technical evaluation will be opened.
- v. The final score of the bidders will be awarded based on the Techno Commercial evaluation mechanism as per Annexure F1. The bidder with the highest Score as per Annexure F1 will be selected.
- vi. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the evaluation process, failing which Bank may take appropriate action including rejection of the Bid and awarding the work to other bidders, as well as debarring the said bidder from participating in further RFP's/Tenders of the Bank.

**20. Contacting the Bank:**

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's Bid.

**21. Award Criteria:**

- i. Bank will notify successful Bidder in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit a Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-H** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

**22. Powers to Vary or Omit Work:**

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract

documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

### **23. Waiver of Rights:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

### **24. Contract Amendments:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, agreed upon and signed by the parties.

### **25. Bank's Right to Accept Any Bid and to Reject Any or All Bids:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any

obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

**26. Performance Bank Guarantee:**

- i. Performance Bank Guarantee [PBG] for the amount with validity of 180 days (period specified in Part II of this RFP) strictly on the format at **Annexure-H** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Work order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant the invoking of Bank Guarantee.

**27. Penalties:**

As mentioned in **Annexure – I** of this RFP.

**28. Right to Verification:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the bid/tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

**29. Purchase Price:**

- i. Total Compensation for all services to be provided by the bidder in terms of the RFP is to be quoted by the bidders in the commercial Bid.



- ii. Bidders should ensure that exchange rate fluctuations, changes in taxes should not affect the rupee value of commercial Bid over the validity period defined in this RFP.
- iii. The applicable TDS or any such statutory dues as applicable will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.
- v. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

**30. Right to Audit:**

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the

certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

- iii. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

**31. Subcontracting:**

- i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract any part of the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.
- iii. Successful bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
- iv. In case sub-contracting is permitted by the Bank, the Successful bidder shall also furnish a certificate in the below format to the Bank

**“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with DPIIT and will not sub contract any work to a contractor from such countries unless such contractor is registered with DPIIT. I certify that the bidder fulfills all requirements in this regard and is eligible to be considered.”**

(Wherever applicable certificate of registration with DPIIT shall be attached)

**32. Validity of Agreement:**

The Agreement/ SLA will be valid for the period as specified in scope of work. The Bank reserves the right to terminate the Agreement as per the terms of RFP/Agreement.

**33. Limitation of liability:**

- i. The maximum aggregate liability of Service Provider, subject to clause 33 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
  - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 33(iii)(b) **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

**“Willful Misconduct” means** any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

**34. Confidentiality:**

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix to this RFP.

**35. Delay in the Service provider’s Performance:**

- i. Services shall be made by the service provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery and performance of Services, the service provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the service provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend the service providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the service provider may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

**36. Obligations of the selected agency (Successful Bidder):**

- i. The service provider is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The service provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The service provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The service provider is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. The service provider shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-J** of this document.

**37. Patent Rights/Intellectual Property Rights:**

- i. For any licensed software used by the finally selected service provider for performing services for the Bank, the service provider shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of service provider/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The service provider shall, at its own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringements of Intellectual Property Rights including patent, trademark,

copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

- iii. The service provider shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the service provider shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the service provider of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

**38. Liquidated Damages:**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

**39. Conflict of Interest:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to

have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to



each other's information about, or to influence the Bid of either or each other; or

- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

#### 40. **Fraud and Corrupt Practices:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EO/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or



engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

#### 41. Termination for Default:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank.
- b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement.
- c) Violations of any terms and conditions stipulated in the RFP.
- d) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under clause 41 (i) (a) to 41 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service

Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

**42. Force Majeure:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the

other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

**43. Termination for Insolvency:**

The Bank may, at any time, terminate the Contract by giving written notice to the service provider, if the service provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

**44. Termination for Convenience:**

The Bank, by a written notice of not less than 90 (ninety) days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that the termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**45. Disputes Resolution (applicable in case of successful Bidder only):**

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment, or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), may seek appropriate civil remedy with the competent civil courts located at Mumbai, India. The Civil Courts in Mumbai, India shall have exclusive jurisdiction in this regard.

The Vendor shall continue the work under the Contract during the civil court proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Civil Court is delivered.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

**46. Governing Language:**

The governing language shall be English.

**47. Applicable Law & Jurisdiction:**

The Contract/RFP shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

**48. Taxes and Duties:**

- a. The service provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the service provider shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST/Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet (**Annexure- F**).
- c. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties, or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-F**.

- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items/services for which orders have been placed during that period.
- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

**49. Tax deduction at Source:**

- a. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- b. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**50. Tender/Bid Fee:**

The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II at the address mentioned at serial

no. 1 of Schedule of Events. A copy of the same should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

#### **51. Exemption of EMD and Tender Fee:**

Micro & Small Enterprises (MSE) units and Start-ups\* are exempted from payment of EMD and 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 companies.

Bidder should submit on the e-tender portal, supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

#### **Bidders may please note:**

- I. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- II. "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 with the technical bid.
- III. \*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- IV. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- V. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

#### **52. Notices:**

Any notice given by one party to the other pursuant to this RFP/contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.



**53. Terms of Payment:**

- i. The Agency will submit monthly invoice for retainership fees and invoices on the completion of the activity/campaign for necessary settlement. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant.
- ii. SBI will pay to the agency only and not to the publishers/any other sub-contractor/third party directly whose services would be utilized to implement any of SBI's campaigns or related work.
- iii. The Tax and GST/VAT component shall be payable as applicable and as per actuals.
- iv. The bank will make the payment within the period of 60 days after receiving the bill from the agency.

**54. Other Information:**

- i. The Agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. SBI will not be a party to any disputes arising out of copyright violation by the Agency.
- ii. The Agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. SBI may assist the Agency in this regard, wherever possible.
- iii. The Agency will at no time resort to plagiarism. 'SBI' will not be a party to any dispute arising on account of plagiarism resorted to by the Agency. The agency will indemnify SBI against any claim, laws, damages, etc. arising out of the agency having resorted to plagiarism or violation & IPR of any third party.



**BUSINESS RULE DOCUMENT****ONLINE E-TENDER FOR ENGAGEMENT OF DIGITAL MARKETING AGENCY****A. Business rules for E-tendering:**

1. Only Service Providers who fulfilled the prequalification criteria shall be eligible to participate.
2. Bank will engage the services of an e-tendering Service Provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering Service Provider, the Bank will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through Service Provider for compliance.
5. Bidders have to send by email, the compliance form in the prescribed format (provided by Service Provider), before start of e-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on the scheduled date & time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the items listed in the tender.

**B. Terms & Conditions of E-tendering:**

Bank shall finalize the tender through e-tendering mode for which M/s. e-Procurement Technologies Ltd. has been engaged by the Bank as an authorized Service Provider. Please go through the guidelines given below and submit your acceptance to the same along with your bid.

1. E-tendering shall be conducted by the Bank through M/s. e-Procurement Technologies Ltd., on pre-specified date. While the bidders shall be quoting from their own offices / place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders

themselves. In the event of failure of their internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.

2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they can circumvent such situation and still be able to participate in the e-tendering successfully.
3. Failure of power at the premises of the bidder(s) during the e-tendering cannot be the cause for not participating in the e-tendering. On account of this, the time for the e-tendering will not be extended and the Bank shall not be responsible for such eventualities.
4. M/s. e-Procurement Technologies Ltd., Ahmedabad shall arrange to train bidders' nominated person(s), without any cost to the bidders. They shall also explain bidders all the rules related to the e-tendering. Bidders are required to give their compliance on it before start of bid process.
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in online e-tendering.
6. **BID PRICE:** The bidder must quote the rate as per the tender document provided by the Bank or their appointed Architect.
7. **VALIDITY OF BIDS:** The bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

Procedure of E-tendering:

**Online e-tendering:**

- a) The Technical as well as Price Bids will be available on the e-tender portal during the period specified in the NIT.
- b) In the price bidding form, made available in the e-tender portal, the bidders will be required to fill-in their item-wise rates for each item.
- c) The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

- d) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- e) In case, the bidder(s) fails to quote their rates for any one or more tender items, their tender shall be treated as “**Incomplete Tender**” and shall be liable for rejection.
8. LOG IN NAME & PASSWORD: Each bidder is assigned a Unique Username & Password by M/s. e-Procurement Technologies Ltd., Ahmedabad. The bidders are requested to change the password after the receipt of initial password from M/s. e-Procurement Technologies Ltd., Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
9. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Successful Bidder backs out or fail to complete the work as per the rates quoted, the Bank shall be at liberty to take action as deemed necessary including de-paneling such bidders and forfeiting their EMD.
10. At the end of the e-tendering, the Bank will decide upon the winner. The Bank’s decision on award of contract shall be final and binding on all the bidders.
11. Bank shall be at liberty to cancel the e-tendering process / tender at any time, before ordering, without assigning any reason.
12. Bank shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
13. Other terms and conditions shall be as per your technical and commercial offers and other correspondences till date.
14. OTHER TERMS & CONDITIONS:
- a. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- b. The bidder shall not divulge either his bids or any other exclusive details of the Bank to any other party.

- c. Bank decision on award of contract shall be final and binding on all the bidders.
- d. Bank reserve their rights to extend, reschedule or cancel any e-tendering within its sole discretion.
- e. Bank or its authorized Service Provider M/s. e-Procurement Technologies Ltd., Ahmedabad shall not have any liability to the bidders for any interruption or delay in access to the site irrespective of the cause.
- f. Bank or its authorized Service Provider M/s. e-Procurement Technologies Ltd., Ahmedabad is not responsible for any damages, including damages that result from, but are not limited to negligence.
- g. Bank or its authorized service M/s. e-Procurement Technologies Ltd., Ahmedabad will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

**N.B.**

- All the Bidders are required to submit the following Process Compliance Statement duly signed to M/s. e-Procurement Technologies Ltd., Ahmedabad.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.



**PROCESS COMPLIANCE STATEMENT**

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

M/s. e-Procurement Technologies Ltd.  
B-704, Wall Street - II,  
Opp. Orient Club, Nr. Gujarat College,  
Ahmedabad - 380 006. Gujarat State, India.

Dear Sir,

**AGREEMENT TO THE PROCESS RELATED TERMS & CONDITIONS FOR THE ONLINE E-TENDERING FOR ENGAGEMENT OF DIGITAL MARKETING AGENCY FOR STATE BANK OF INDIA**

This has reference to the terms & conditions for the e-tendering mentioned in the tender document, this letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the e-tendering as mentioned in RFP of the Bank as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that the Bank and M/s. e-Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We hereby confirm that we will honour the bids placed by us during the e-tendering process.
- 7) We confirm that we are the Service Providers/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the tender, we hereby authorise the Bank to disqualify/reject our tender without notice and take further action as deemed fit.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

**Part-II****SCHEDULE OF EVENTS**

SI No	Particulars	Remarks
1	<b>Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)</b>	General Manager (CC&M) Corporate Centre, 9 <sup>th</sup> Floor State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai -400021 Email: gm.ccc@sbi.co.in dgm.marketing@sbi.co.in
2	<b>Bid Document Availability including changes/amendments, if any to be issued</b>	From 22/09/2023 to 18/10/2023 on Bank's Website: <a href="https://bank.sbi/web/sbi-in-the-news/procurement-news">https://bank.sbi/web/sbi-in-the-news/procurement-news</a> and e-Tender Portal: <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
3	<b>Last date for requesting clarification</b>	Upto 2:00 PM on 29/09/2023 All communications regarding points / queries requiring clarifications shall be given by e-mail on <a href="mailto:marketing@sbi.co.in">marketing@sbi.co.in</a>
4	<b>Pre - Bid Meeting at (venue)</b>	At 03:00 PM 04/10/2023 through Microsoft Team/Webinar preferably. (Max. Two representatives per bidder will be allowed to participate).  (Only written queries submitted by the bidders till stipulated date and time will be discussed and clarified in the meeting)
5	<b>Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.</b>	10/10/2023 on e-tender portal – <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a>
6	<b>Last date and time for Bid submission</b>	Upto 3:00 PM on 18/10/2023
7	<b>Date and Time of opening of Bids</b>	04:00 PM on 18/10/2023  Authorized representatives of vendors may be present during opening of the bids. The bank may at its sole discretion decide to open the bids through Virtual Meeting over Microsoft Teams/ through Virtual Conference However, Bids would be opened even in the absence of any or all of the vendor representatives.



8	<b>Date of Presentation</b>	The bidders shall be advised separately through email for making their presentations on a subsequent date.	
9	<b>Opening of Commercial Bids</b>	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
10	<b>Tender Fee</b>	Amount Rs.20,000/- Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India.	
11	<b>Earnest Money Deposit</b>	Rs. 10 Lacs	<b>Validity period from the date of Bid opening: 180 days</b>
12	<b>Performance Bank Guarantee</b>	Rs. 20.00 lacs	
13	<b>Liquidated damages</b>	A sum equivalent 1 % per week or part thereof of total Project Cost subject to maximum deduction of 10 % of total Project Cost for delay of each week or part thereof.	
14	<b>Contact Person of e-tender service provider for any clarifications regarding e-Tendering procedure, system requirements, digital signature etc.</b>	<p>i. Fahad Khan – 6352631766 <a href="mailto:fahad@eptl.in">fahad@eptl.in</a></p> <p>ii. Shaikh Nasruddin - 6352632098 <a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a></p> <p>iii. Jay Vyas – 926552819 <a href="mailto:jay.v@eptl.in">jay.v@eptl.in</a></p> <p>iv. Mubassera Mansuri – 7859800621 <a href="mailto:mubassera@eptl.in">mubassera@eptl.in</a></p> <p>v. <b>Other Contact details:</b></p> <p>vi. e-mail: <a href="mailto:etender.support@sbi.co.in">etender.support@sbi.co.in</a></p>	



**ANNEXURE – A**

**BID FORM (TECHNICAL BID)**

[On Company's letter head]  
(to be included in Technical Bid Envelope)

Date: \_\_\_\_\_

To:

The General Manager  
Corporate Communication & Marketing,  
9<sup>th</sup> Floor, Corporate Centre,  
State Bank Bhavan,  
Madam Cama Road, Mumbai -400021

Madam/Dear Sir,

**Ref: RFP No. CC/M&C/2023-24/02 dated 22.09.2023**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online portal to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Vendor and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- The rate quoted in the *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.



3. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as available at **Annexure - M** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid. We shall make available to the Bank any additional information it may find necessary or require supplementing or authenticate the Qualification statement. We also acknowledge the right of the Bank to reject our Bid/Application without

assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

11. We understand that you may cancel the bidding process any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants without incurring any liability to the Applicants. We further understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form (Annexure - M) and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
16. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
17. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
18. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement



No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP

19. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2023

\_\_\_\_\_  
(Signature)

(In the capacity of)

\_\_\_\_\_  
(Name)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**

**Annexure – B**

**Bidder's Eligibility Criteria**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be a firm/ company /organization registered under applicable Act in India	Yes/No	Copy of the Partnership deed/ Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The Agency's average turnover for last 3 consecutive financial years i.e. F.Y. 2019-20, 2020-21 and 2021-22 should be at least INR 100 Crores as per audited balance sheets.	Yes/No	Copy of the audited Financials i.e. Balance Sheet along with Profit and Loss statement for FY 2019-20, FY 2020-21 and FY 2021-22.
3.	The Agency should have a minimum experience of at least 5 years of conceptualising & implementing digital marketing & social media strategy inclusive of creative development, media buying & content distribution. The agency should also have minimum 5 years of experience in social media online reputation management.	Yes/No	Proof of 1 campaign each for the last 5 FYs.2018-19, 2019-20, 2020-21 and 2021-22 Campaign should at least be for a value of Rs. 50 Lacs
4.	The Bidder should be a profitable organization (on the basis of PAT) for at least 3 out of the last 5 financial years namely FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22.	Yes/No	Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22.
5.	Recognition in the form of industry acclaimed awards	Yes/No	Details of awards received and brief of the campaign.

	specific to Digital & Social Marketing campaigns. As per Form – 1.		
6.	The Agency should have a proprietary tool/ preferred partnership for social media listening/ monitoring tool	Yes/No	Copy of the Certificate as proof of proprietary tool/ preferred partnership for social media listening/ monitoring tool must be submitted.
7.	The Agency should have accomplished digital campaign of minimum INR 2.00 Crore and social media campaign of INR 2.00 Crore during each of the last 3 financial years for a single product/ service/ brand at any single instance.	Yes/No	Copy of the release order and invoices or Certificate of completion of the work from the client.
8.	The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.	Yes/No	Bidder should specifically confirm on their letter head in this regard.
9.	Bidders should not be under debarment/blacklist period for breach of contract/deficiency in Services/ fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP as well as they should not have been debarred/blacklisted for breach of contract/ deficiency in Services/ fraud/ corrupt practices by any Scheduled Commercial Bank/Public Sector Undertaking/State or Central Government or their agencies/departments anytime during the last three years..	Yes/No	Bidder should specifically confirm on their letter head in this regard.
10.	The Bidder should agree to the terms and conditions of Service Level Agreement as per	Yes/No	Bidder should specifically confirm on their letter head in this regard.

	<b>Annexure-M,</b> should they become the successful bidder.		
11.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 3 months from the date of issue of purchase order issued by any of the Department of SBI as on the date of Bid submission.	Yes/No	Bidder should specifically confirm on their letter head in this regard.
12.	The bidder should have their own full-fledged office at Mumbai.	Yes/No	A copy of latest Landline MTNL phone bill / Electricity bill/ Registration with Shops and Establishment Dept. / Registered rent or lease agreement in the name of bidder.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Eligibility criteria mentioned at Sr. No 2, 3 & 4 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

- i. 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 with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SL No 2&3 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Signature

Seal of Company

**Annexure – C**
**Technical Evaluation Criteria**
**PART - A**

S. No.	Evaluation parameters	Criteria	Assigned marks	Max Score
1.	Award and Recognition to the Agency in the last 3 years to be submitted as per Form - 1	More than 3 Awards	5	5
		3 Awards	3	
		2 Awards	2	
		1 Award	1	
2.	Client List for business relationship of Rs. 5 Crores and above in previous year i.e. F.Y. 2021-22 as per Form – 2A	More than 5 Clients	5	5
		More than 3 to 5 Clients	3	
		3 Clients	2	
3.	Client List for business relationship in BFSI Sector of Rs. 5 Crores and above in previous year i.e. F.Y. 2021-22 as per Form – 2B	More than 5 Clients	10	10
		More than 3 to 5 Clients	7	
		3 Clients	4	
4.	Average turnover for the last 3 consecutive financial years i.e. F.Y. 2019-20, 2020-21 and 2021-22	More than 300 Crores	10	10
		More than 200 Crores to 300 Crores	7	
		More than 100 Crores to 200 Crores	4	
5.	Years of experience in digital and social media (Submit self-declaration on letter head as per Form – 3 and proof of completion of the work from the client or release order and invoices for the oldest campaign)	More than 10 years	15	15
		More than 7 years to 10 years	12	
		5 years to 7 years	8	



6.	Years of experience in ORM (Submit self-declaration on letter head as per Form – 3 and proof of completion of the work from the client or release order and invoices for the oldest campaign)	More than 10 years	15	15
		More than 7 years to 10 years	12	
		5 years to 7 years	8	
Total				60

### Part B: Presentation

The Presentation will be evaluated on the following parameters:

S. No.	Criteria	Assigned Marks	Max Score
i.	Understanding of Present Position / Perception about Bank in the market	15	40
ii.	Action plan / strategy proposed for the Bank to enhance its presence in digital & Social media and leverage the same for business and brand/image building.	25	

The bidders who score at least 75% marks both in Part A and Part B separately (i.e. at least 45 marks out of 60 in Part-A and at least 30 marks out of 40 in Part-B) for the Technical Evaluation, will be eligible for the commercial bid opening stage.





## Annexure – D

**Bidder Details**

## Details of the Bidder

S. No.	Particulars	Details
1.	Name and address of the bidder	
	Name, Mobile number and email of the bidder agency's contact official	
2.	Address of Head office of the Bidder	
3.	Date of Incorporation and / or commencement of business	
4.	Certificate of incorporation	
5.	Brief description of the Bidder including details of its main line of business	
6.	Company website URL	
7.	Particulars of the Authorized Signatory of the Bidder a. Name b. Designation c. Address d. Phone Number (Landline) e. Mobile Number f. Fax Number g. Email Address	
8.	Details of Statutory registrations of the Bidder	

Signature and Seal of Bidder

**Annexure – E****Scope of Work**

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

**Overall Digital Marketing Strategy:**

The selected agency shall be responsible for the overall Digital Marketing and Communication campaigns across all social media and digital channels including below deliverables:

All marketing efforts through Search Engine Optimization (SEO), Search Engine Marketing (SEM), Display, paid and organic social media & Affiliate marketing including but not limited to creative development, media buying, developing overall product and brand strategy, content management, online reputation management etc. related to digital and social media marketing space. The agency should be capable of running both performance as well as brand campaigns; along with brilliant creative team and should be willing to work in collaboration with the mainline/primary creative and media agency.

Create media plans with 360-degree digital coverage including, search, display, OTT, native, social, content, PR, influencers and other forms of digital marketing techniques that may be available/evolve with time.

Measuring and implementing our platforms performances via proprietary analytical tools and to tag implementation solutions.

Creating a digital marketing architecture and roadmap pertaining to broad objectives of the bank.

Identifying core business objectives of different products and services and suggest appropriate strategies and their effective implementation.

**SEARCH ENGINE OPTIMISATION (SEO)**

Agency to manage all existing and future digital assets of the Bank. As such use of SEO on an on-going basis is an important aspect for managing bank's current and future assets in the form of the website, scope of work for SEO will be including but not limited to below list:

- On-page optimization and Off-page optimization.
- Identify/suggest on best domain name, Titles, Headings and sub-headings. Creating strong meta & title tags
- Using effective search engine keywords in relevant places within website.
- Making changes in design, content and links as per requirements and to manage the overall content on the site.
- Suggest and deploy strategies that increase in-bound traffic.
- Achieve top ranking position in the first page of popular search engines.
- Stay up to date with the latest SEO news and methods such as Google's Algorithm.
- Add blog pages if required and submit articles to directories for getting back-links. Also try new methods that can prove beneficial.
- Thoroughly monitor website performance and take necessary steps to improve traffic.
- Technical issues such as 404 Error, Duplicate Content, problems related to XML and HTML sitemap, broken links etc. should be rectified.
- Write catchy outline and unique content to grab viewer's attention. Place them properly throughout the website and remove outdated ones.
- Work with Content Management System such as Blogger. Create quality back links.
- Provide periodic statistics and analytical data to the bank on website's performance.
- Effectively collaborate with the bank's IT team responsible for website management and security team.
- Submit monthly review of the work done on website and progress to be submitted. Reports should also include keyword rankings.
- Providing SEO related technical inputs to SBI's IT team such as Keywords, Meta tags, Description tags, Doctype declaration, Character encoding, URL structure, Robots.txt, Canonical link element, XML and HTML sitemaps, custom 404, Redirects, HTTP headers, HTML code, iFrame, etc. as prevailing market trends on real time basis.

### **SEARCH ENGINE MARKETING (SEM)**

- Understand current state; brand assets, infrastructure, knowledge levels, processes, consumer insights and other relevant details.
- Devise a performance-based SEM strategy for execution. Structure, strategize and streamline the paid search effort.

- Audit the search footprint across all applicable products and services. Tracking, reporting and optimizing paid search campaigns.
- Regularly identify trends and insights to achieve maximum ROI in paid search campaigns. Analyse ongoing paid keyword discovery, expansion and optimization. Create Account Structures, Ad groups, Keyword Planning, Ad Copies, Desktop and Mobile Bid.
- Execute various SEM related tests, collecting and analysing data during the campaign period.
- Optimize advertisement copy and landing pages for paid search engine marketing campaigns.
- Research and analyse competitor advertising links.
  
- Submit reports on visitor and behaviour analytics on monthly basis.
- Track performance of brand keywords vs other keywords and measure change in the performance on a daily basis.

### **STRATEGIES & OPTIMISATION**

- Recommend plugging different technologies required to amplify digital marketing.
- Initially suggested media vehicles are, but not limited to, Google and Bing Platforms.
- The plan and performance targets to be mutually agreed upon by both parties by the 20th of every calendar month, for the succeeding calendar month.
- Implementation of tags for end to end campaign tracking.

### **ACTIVITIES – DISPLAY/ AFFILIATES/VIDEO/CONTENT**

- Planning and strategizing campaigns
- To test and identify the best performing creatives across various targeting and products
- Content creation for digital & social media
- Publisher management
- Campaign execution
- Analysis
- Impact buys, sustenance buys and strategic buys
- Content marketing planning and promotion
- Monthly campaign level reports

- Run both performance and brand campaigns depending on the brief for various products
- Run campaigns (video, display, etc.) on OTT platforms
- Create branded content in collaboration with reputed partners that exist in market

**SOCIAL MEDIA:**

Assessment of Bank's Social Media Management and provide a comprehensive Social Media Strategy, to be reviewed periodically as per bank's requirement.

SBI intends to select an agency to manage all its existing and future social media activities. The objective is to set up a social networking management system inclusive of social media command centre to enhance the brand and reach of the bank.

1. The social media strategy should be enabled with the following roadmaps:
  - Social media execution roadmap
  - Social media strategy execution program design

The strategy should take into consideration best practices the bank could adopt to utilize social media for effective customer engagement, to enhance revenue generation, constant improvement over existing processes / practice.

2. Following objectives of social media from a Brand Management perspective, includes:
  - Content Management
  - ORM (Online Reputation Management)
  - Social Media Management Tools
  - Command Centre
  - Social / Digital advertising
  - Reports related to Social Media
  - Sentiment analysis of top 10 competitors from banking industry, BFSI, national, global, government, other business sectors but excluding SBI & SBI Group.
  - Social Media Governance
  - Compliance of Risk, IT, Information Security (IS) policies, Statutory & legal requirements.
  - Maintenance of Brand Hygiene

3. Key areas of interventions for:

- Customer Service
- Crisis Communication
- Customer insights- Upsell/ Cross sell
- Product Development- R&D
- Lead Generation
- Digital adoption
- Information dissemination-Education / training / awareness
- Platform Specific Communication / Strategy

4. Social media as a part of overall online brand – including social advertising+ SEM+SEO

5. Finding the right levers to connect with within the organisation to fully leverage the power of social media

6. The social media strategy (to be submitted at the beginning of year/ quarter) should clearly chart out the following details:

- Preferences
  - i. What currently exists in the social and digital channel landscape?
  - ii. How can the bank better engage existing customers and attract new ones?
  - iii. What could customers value and what could they live without?
  - iv. What might customers want that they don't already have?
- Operations
  - i. What investments are needed to reduce costs in the long run?
  - ii. How can channel innovation make us the bank of choice?
  - iii. How do we deliver exceptional service?
- Distribution
  - i. How are existing digital footprints (apps, web, mobile app store, support, social media platforms etc.) being leveraged?
  - ii. Design and implement a strategy to induce migration to online channels.
  - iii. How can our channel mix be modified to make things more efficient and cost effective?

- Governance
  - i. What is the customer engagement governance?
  - ii. What are the new information protection policies?
  - iii. How do we manage reputational risk?
  - iv. How do we be protected and protect our followers / customers from Social media threats like Social engineering, impersonation, phishing, hijacking, financial fraud, scams etc.?
  - v. How does this impact our compliance?

## **7. IMPLEMENTATION AND MANAGEMENT OF SOCIAL MEDIA MANAGEMENT FRAMEWORK & TOOLS**

The scope includes the implementation of a comprehensive social media management framework for the following activities:

### **BRAND MANAGEMENT**

- Updating Bank's latest information and other essential details on an ongoing basis.
- Developing branding collaterals - background image, skins, cover photo, profile photo, etc.
- Develop campaign strategies based on the new and innovative features of the platforms.
- Managing user feedback and inquiries on official brand channels
- Identifying and removing / merging fake profiles / unofficial profiles / presence on social media channels relevant to SBI
- Managing the Online Reputation of the Bank
  - i. Developing a comprehensive online reputation management system that allows for tracking and gauging of Bank's influence across various platforms.
  - ii. Creation of Command Centre within Banks' premise.
  - iii. Keeping a close watch on relevant stakeholders and their projection of our brand, as well as the community that dwell within that channel and how they respond to our brand, as a part of feeds received from online monitoring of news/ information related to the brand and specific top keywords defined.
  - iv. Strategy to make this online reputation positive.

- v. Creation of a positive sentiment on social media platforms during the time of negative inflow on social media.
- Conducting an in-depth study of the present official/ unofficial presence of the Bank on Social Media and relevant platforms across the web.
  - i. The mentions/ tweets/ blogs/ news/ forums, etc. on Social Media and relevant platforms across the web.
- The sentiment about the Bank at present on Social Media and relevant platforms across the web Conversation and Sentiment Drivers.
  - i. How people feel about the Bank's brand and what words or qualities they associate with it.
  - ii. Where conversations occur and their drivers, along with key trending topics.
  - iii. Connecting with the positive sentiment drivers and listening and converting negative sentiment to positive.
  - iv. Digital Space: Measuring the share of content that occurs outside social media platforms via online chat or e-mail, etc.
  - v. Social Listening including regional listening to measure the sentiment of the Bank.
- Location, Time, and Impact of Conversations.
  - i. Channel/ Region affinity of brand conversations.
  - ii. Reach and virility of conversations.
- Competitive implications, as a part of listening module and social media analysis as per keywords defined for competitors of State Bank of India.
  - i. How people talk about our competitors (including sentiment analysis report of minimum 10 competitors from banking industry, BFSI, national, global, government, other business sectors) and excluding SBI & SBI group.
  - ii. Positioning in industry/ product area Topic
- Identification of trend: Emerging negative/ positive trends
- Influence



- i. Identifying key advocates or detractors.
  - ii. Influencers to be tapped into for propagating the positive reputation of the Bank online.
  - iii. Building relationships through official social media channels for becoming a more trusted and positive brand.
  - iv. Differentiating the brand through emotional connections with the followers on Social Media.
  - v. Nurturing loyal fans to become more essential and propagating the sentiment.
  - vi. Engaging with the influencers and strategy to use them at appropriate occasions.
- Opportunities and Threats.
    - i. Understand the trend among customer's conversation about what they want to see in our services/ products.
    - ii. Identify what features of our competition are winning over us.
  - To obtain the verification stamp for pages and handles of Bank as and when Bank decides to create a page/handle on any new or existing platform/digital channel.
  - Removal of fake pages of the Bank on various social sites, as per guidelines and recommended process by social media platforms to successfully conduct the activity. Capability to integrate with Bank's existing system(s) on need basis and in the absence of one, the ability to create one, as we go along including development of web or mobile or other applications & technology build.
  - Identify the top keyword's momentum in social networks.
  - Identify reputed awards for relevant categories and file for nominations on behalf of the Bank.
  - SWOT analysis of other competitors in Social Media perspective.
  - Creation and updation of Digital Library on regular basis.
  - Any other requirement given by the bank.

## **CONTENT MANAGEMENT**

- Innovative Content is to be designed to evince user interest. Content Bank to be shared every fortnight (fortnight before the planned content release date). Bank may request for content to be designed in any of the Indian regional languages as deemed necessary.

- Campaigns to be designed every 30 days or on need basis.
  - i. Campaign strategy, target group, rewards to be shared.
  - ii. The Bank will bear the cost for rewards and giveaways for contest-based campaigns and the Agency will be responsible for procurement and delivery of prizes to contest participants and winners selected.
- Development of creative, animated videos and any other relevant content at least one month before the launch of the posts.
- Creation of a content plan for all the Social Media channels.
- Creation of workflow for content creation and approval between the Bank and the agency.
- Posting the approved content with a mutually agreed frequency, currently being 2-3 times a day.
- Create and execute social media campaigns and contests for drawing users to the Bank's pages as per the requirement given by the bank from time-to-time basis.
- Develop creative (images, GIFs, animated videos, flash files, etc.) with voice over in English/Hindi/Both for the official pages of the Bank and modify existing creative (Creative should be designed as and when desired by the Bank, with no restrictions on the number of creative).
- The content once provided to the bank will be a property of the bank and may be deployed at any other channel/platform/Medium (Digital & Other) as decided by the bank. Open files of all creative assets to be shared with the Bank.
- Writing blogs in Quora
- Any other requirement given by the bank.

## **ONLINE REPUTATION MANAGEMENT**

- Formulation of a Response Mechanism involving all stakeholders (viz. Agency and bank) which facilitates end-to-end tracking of the response. Creation of FAQs specific to brand, products and services for first level response (FLR).
- Creation of response templates based on various scenarios across brand, products and services.
- FLRs to be formulated and shared with the Bank on a weekly basis based on user queries/ feedback and any new info on products and services.
- Standard Response Template to be updated by the Agency on a daily basis based on the responses submitted by the Bank and contact centre to the

various queries. The SRT to be shared with the Bank on a weekly basis highlighting the updates.

- Integrated system for response management and escalation may be developed with facility to prioritize posts.
- 24X7 Online Reputation Management.
- 24X7 Monitoring and Response on the Bank's Official Social Media Channels.
- Handling the negative / urgent / high priority comments immediately and appropriately.
- First level of response should be managed by the Agency within 5 minutes of the post, provided FLR's are pre-defined and approved by SBI.
- Minimize negative impact on the Bank's brand on account of its official social media channels.
- As per the requirement of the situation and need given by the bank, the Agency should be able to provide multi language support for response management. Further any response given in vernacular language should be translated and given in English Language in the report submitted to the bank.
- The quality of response in FLR should be ensured by the agency to avoid any reputational loss to the Bank.
- The agency should escalate the tickets at regular intervals within specified timeline as decided by the Bank.
- Any other need-based requirement given by the bank.

## **TOOLS AND THEIR USAGE**

- The agency will provide one or more tool(s) as per requirement at no extra cost. However, hardware to use the tools may be provided by SBI at its office(s). The list of all tools that will be used for the optimization and execution of the campaigns must be shared and the agency should be comfortable to arrange for a walk through for the same if needed.
- The tool should crawl the web including Social Media Platforms, Forums, Blogs, News, Communities, Websites, etc. to aggregate content / mentions related to the Bank's Products / Services, key competition.
- The tool should be able to be used for social listening, sentiment analysis and posting & tracking responses.
- Comparison / Review of existing Social Media tools vis a vis other Social Media tools available in the market on yearly basis.
- The tool should have the following capabilities:

- i. To aggregate content from various Social Media Sites and relevant platforms across the web.
- ii. To run a sentiment analysis on the content.
- iii. Real-time filtering and monitoring of posts.
- iv. To generate reports on the sentiments at the brand and product level.
- v. To track the response end to end.
- vi. To identify the sentiment of the post.
- vii. To classify and prioritize the mentions and respond them accordingly.
- viii. Provide In-depth Dash-Board reports and Age-Wise analysis of the responses.
- ix. Ability to integrate with bank's other channels like CRM, Email, Complaint Management System, Lead Management System, etc. to have an automated and integrated approach.
- x. Ability to create and manage social media campaigns on various platforms.
- xi. Ability to publish content/posts on Bank's Social platforms.
- xii. Ability to see translation of the comment in vernacular languages other than English or Hindi.
- xiii. Ability to provide multi-language responses and generate corresponding reports.
- xiv. Ability to run campaigns and generate corresponding reports.
- xv. Ability to use for in-house Command centre.
- xvi. Ability of the tool to be customized as per the requirements of the bank.
- xvii. All the licensed APIs should be configured with the tool.
- xviii. Backup of the data should be stored and made available to the Bank.
- xix. 24X7 listening, monitoring and responding capability on social media space.
- xx. Ability of monitoring fake profiles.
- xxi. Tool should have capacity to integrate with Artificial Intelligence (AI).
- xxii. The Tool should have pop-up facility/colour coding to highlight influencers/sensitive tagging/long pending tickets.
- xxiii. The tool should have inbuilt capability to publish or edit content.

## **COMMAND CENTRE**

Create and manage onsite (Banks Premise) live Command centre set up with at least 6 screens enabling smart Customer Experience and insights through AI, Big Data, and automation. Real-time monitoring of followings to be ensured:

- Marketing efficiency/ trends

- Identify influencers for the brand
- Customers (existing/ potential)
- Risk Management
- Lead Generation
- Competitor scan and insights
- User-generated content (UGC) insights
- Campaign Performance
- Crisis Management
- Identifying location specific buzz
- Content Creation

Command centre should support vernacular languages and be able to listen and generate language specific insights for effective sentiment and context extraction.

Expectations:

- All visualizations are in Sync coming from a single Database.
- Live data to Insights – Single command/click.
- Trends, location, Context & sentiment.
- Strategic insights for influencer management.
- Automated Alerts/ triggers.
- Real time campaign insights to amplify impact, reach and engagement.
- Direct feedback mechanism to drive research data points.
- Leverage open data to understand what India is talking about.
- Understanding potential Topics, Sentiment across topics, general EQ of the country and influencers.
- Past, current and potential future trends.
- Identifying relatable content themes.
- High level insights on what kind of content has more participation to seek out programming ideas
- Any other data analysis as required by the Bank.

## **SOCIAL MEDIA/ DIGITAL ADVERTISING**

- Develop an appropriate social/ digital advertising plan for promoting the Bank's Official Social Channels within a fixed TAT, as per the agreement which will be signed by the selected agency.

- Develop and execute a targeted social media advertising program to reach out to target stakeholders, namely existing and potential customers as per the marketing trends on real time basis.
- Develop and execute promotions campaigns through targeted keyword advertising in terms of featured videos and other ad options as per the marketing trends on real time basis.
  - i. Facebook Ads
  - ii. YouTube Featured Ads, In-stream Ads, Display Ads, Trending Ads, etc.
  - iii. Influencer Marketing on Twitter, Instagram, etc.
  - iv. Lead generation Ads
  - v. Product promotion Ads
  - vi. Traffic Ads
  - vii. Promoted Tweets and Promoted Accounts Ads
  - viii. Ads for Quora (Image Ads, Traffic Ads, etc.)
  - ix. Social Bookmarking
  - x. Any other promotional methods offered by the platforms the bank already has presence on or the bank intends to have its presence.
- Should the Bank decide to undertake advertising on other digital media, the agency should develop and implement strategies with approval from the Bank. The budget for the same would be as decided by the Bank. The agency will share their inputs based on KPIs and expected outcomes from the advertising campaign.
- Close monitoring/ tracking of Ads/ Campaigns/ Contests and Optimisation by plugging in different technologies required to amplify the performance, suggest alterations, etc.
- Making sure the campaign performance is tracked through proper channels at our end.
- Partner with Bloggers/ Influencers for creating buzz around the brand and to influence social signals.
- Any other requirements.
- Fee/commission for executing various ads/campaigns/contests would be a part of retainerhip. There will not be any extra fee/commission for this. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by SBI subject to prior approval. Any purchase from the selected agency's group companies or subsidiaries will not be paid.

## REPORTS

- Report Types
  - i. Monthly reports to ANALYSE effectiveness of the Social Media strategy.
  - ii. Daily report of activities on various official pages of the Bank.
  - iii. Weekly Analysis Reports with suggestions to enhance the social media response and sentiment towards the Bank.
  - iv. Campaign Level Report indicating the KPI's, goals and targets reached to be shared via Daily Automated Report/ Weekly/ Monthly/Quarterly Report/Annual Plan.
  - v. Provide weekly performance reports of paid media campaigns.
  - vi. Provide monthly impact analysis and performance reports for all SEO efforts.
  - vii. Any other report required by Bank
- Industry Trends
  - i. Collate / analyse social media chatters on brand/ product/ industry to identify new insights/ trends/ pain points on real time basis.
  - ii. Provide quarterly reports regarding latest trends/ technologies in social media available at bank's disposal for increasing the engagement or suggest the bank to buy/ subscribe.
- Social Media Campaign Performance
  - i. Provide weekly performance reports of social media campaigns.
  - ii. Keep a complete track of all campaigns and submit post evaluation reports for each campaign.
- Content Performance
  - i. Provide daily metrics of how many people viewed, shared, and liked your content
- Channel Performance
  - i. Channel wise break down of SM chatter and online activities on daily basis

- Timing Impact
  - i. Agency to analyse and submit a report on most effective times to post content and engage on weekly basis.
- Geography Identification
  - i. Geographical areas from where the engagement is coming on the page/post on weekly basis.
- Daily report on queries received and their response status with aging analysis.
- Market Intelligence Reports (To be enabled within 7 days from signing the agreement, with necessary access controls and approvals from State Bank of India required for tool configuration and access)
  - i. Brand Audit (fortnightly)
    - Conversation and Sentiment Drivers
    - Location, Time, and Impact of Conversations
    - Influencers
    - Opportunities and Threats
  - ii. Competition Intelligence (fortnightly)
    - How people talk about our competitors
    - Positioning in industry/ product area/ topic
  - iii. Industry Intelligence (fortnightly)
  - iv. Social Media Update Reports (daily)
  - v. Performance Report (weekly)
- Dashboards for top management and various Business Units on brand, product, service, competition, etc. Any complex applications to support or enable better experience for customers which needs to be purchased from third party platforms other than the agency's associate/ subsidiaries, will be paid on actuals, as per scope defined, subject to banks prior approval
- Daily listening reports at specified time as decided by the Bank on various posts received on official brand channels of the Bank, the response posted by various levels in the Response Mechanism along with a time and aging analysis, including the pending resolution of previous posts.



- Daily report on the total mentions (positive, negative, neutral), type of posts received i.e. queries, complaints, etc., the responses sent and the TAT analysis.
- Weekly report on end-to-end tracking of the responses and the gaining and response time analysis.
- Biweekly market trend reports on the latest changes in policies/ technologies on Social Media platforms.
- Performance Reports of each post/ campaign to be shared on a daily basis
- Top Shared/ Liked content to be shared with the bank on a weekly basis.
- Weekly language wise comment-response reports.
- TAT report for response management on a daily basis (Bank User wise, Agency User wise, etc.)
- Daily sentiments analysis report (minimum 10 competitors including SBI group, banking industry, BFSI, national, global, government, other business sectors)
- Any other report/ presentation as and when required by the bank.

#### **SOCIAL MEDIA SECURITY**

The agency will provide alerts of various threats/ dynamic risks as and when it appears on social sites, which may be detected real-time by use of tool/ software or any other technique and initiate appropriate actions to be protected from it. Below are some threats which are just illustrative but not exhaustive.

- Brand and executive impersonations
- Financial frauds, Profanity & Customer attacks
- Scams (Recruitment, Coupons, Lottery, Counterfeit, etc.)
- Piracy and trademark infringement
- Viruses
- Phishing and Social engineering
- Data leakage or posting inappropriate corporate data
- Targeted attacks
- Insider threat
- Social account hijacking
- Spamming

#### **MEDIA PLANNING/ BUYING & EXECUTION:**

The agency will also be responsible for recommending the most efficient and cost-effective platforms, media selection including platforms like Search, GDN, GSP,

Native ad platform, Video promotions on OTTs or any other channels, programmatic marketing, etc.

SBI may route any work related to digital/ social media partnership and collaborations via the agency for ease of execution as deemed necessary.

- NB: Fee/ commission for executing various ads/campaigns/contests would be a part of retainerhip. There will not be any extra fee/commission for this. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by SBI. Any purchase from the selected agency's group companies or subsidiaries will not be paid.

Minimum three analysts or as per the actual requirement will have to be located at banks premises by the agency, to manage the command centre, campaign briefing and strategizing. CVs of the individuals to be provided.

Required Skills for resource persons of the agency:

**A. Digital Domain Skills**

- i. Dedicated resource to manage and maintain the command centre.
- ii. Deep understanding of Digital Marketing, Production and Promotions.
- iii. Proficiency in research and analytical abilities to monitor and track trends and disseminate information about the same to appropriate internal stakeholders.
- iv. Proven experience in delivering effective and innovative Digital campaigns.
- v. A solid understanding of social media marketing and ability to create, execute and deliver successful social media marketing campaigns.
- vi. Deep level of familiarity with Search Marketing (both PPC and Organic), Newsletter Marketing, Database Marketing and Digital Analytics.
- vii. Familiarity with Online Reputation Management and various tools used to monitor and respond to queries online.
- viii. Familiarity with leading Online Reputation Management Platforms and their working in large, corporate organizations.
- ix. Thorough understanding of metrics applicable to digital and social media with the ability to collect, collate and interpret appropriate data.
- x. Familiarity with front-end tools related to Digital Marketing such as Photoshop, Illustrator, InDesign, HTML 5, CSS and understanding of the appropriate technology environment.
- xi. Familiarity and knowhow of broadcasting live events.

**B. Media Domain Skills**

- i. A comprehensive understanding of Digital Media in India with connections with leading players like Google, Programmatic platforms, Facebook, Twitter, LinkedIn and affiliates (among others).
- ii. Hands-on ability to put together, implement and evaluate media plans for all promotional activities undertaken by the bank from time to time.
- iii. Detailed knowledge of media plan and ability to course-correct as desired.
- iv. Experience with negotiating budgets and deliverables with media publishers.
- v. Understanding of technology requirements to enable for analytics, tracking and measurement – ability to communicate the same internally.
- vi. Ability to analyse data and reports provided by the agency and to derive actionable insights for forward planning.
- vii. Ability to execute digital & social media plans simultaneously.

**COMPLIANCE OF INFORMATION SECURITY (IS) POLICY**

The agency should comply with Bank's Information Security (IS) policy in an ongoing basis in key concern areas relevant to the RFP. Some of the key areas are as under:

- i. Confidentiality, privacy and security for data and application gained as a result of having access to the Bank's internal system, software and other administration should be maintained.
- ii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the selected agency.
- iii. Physical security of the facilities.
- iv. Physical and logical separation from other customers of the selected agency.
- v. Incident response and reporting procedures.
- vi. Password Policy of the Bank.
- vii. Data Encryption/ Protection requirement of the Bank.
- viii. Submission of Application Security/ Vulnerability Assessment/ Penetration Testing/ Audit Clearance Certificate of tools, to be provided after conducting an audit through a CERT-IN empaneled vendor at the end of every quarter/ year.

Security requirement of the Bank will be shared with the agency from time to time.

- Time shall be the essence for all projects which would be undertaken by the appointed agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.

The agency will also be responsible to provide innovative ideas/ concepts which can be executed as per requirements of the bank.

SBI reserves the right to negotiate and engage directly with the media/ vendors concerned if circumstances so require.

#### **TEAM COMPOSITION**

The agency should provide a dedicated team of minimum 25 persons well versed in Digital & Social Media Marketing and Online Reputation Management for the Bank.

**Annexure – F****Commercial Bid**

The indicative commercial Bid should be quoted and presented in a separate sealed envelope bearing the identification – “**Commercial Bid for Digital Marketing**”.

The bidding agency must submit the commercial bid only as per the prescribed format (Form B).

The Commercial Bid should not include any conditions attached to it and any such conditional Indicative Commercial Bid shall be liable for rejection.

The Commercial Bid must be quoted in Indian Rupees only.

The top 3 bidding agencies post the technical section (Part A & B) subject to meeting a minimum score of 75% will qualify for the financial round.

The sealed bids are opened and the winner will be decided based on (TC-1) quote among the qualifying bidding agencies.

The bidder should provide retainership fee breakup on the following lines:

SI. No.	Job List	INR (per month)
1	Digital and Social Performance Marketing	
2	Digital and Social Branding/ Awareness Campaigns	
3	Digital and Social Content Management/ Creation along with SEO	
4	Online Reputation Management (Responsible for FLR on all Social handles)	
5	Command Centre management including its ORM	
6	Resources stationed at SBI as per skills mentioned in para 8.1	
7	Tools	
	TOTAL	

**Annexure – F1****Techno-Commercial Evaluation**

The Techno-Evaluation Evaluation will take into consideration the Score obtained in the Technical Evaluation as well the Price quoted in the Commercial bid.

The Weightage assigned for Technical Evaluation is 70% and for weightage assigned for Commercial bid is 30%.

A “Score” will be calculated for all “Qualified Agencies” using formula, given below:

$$\text{“Score”} = (T/HT)*70\% + (LC/C)*30\%$$

T = Technical Evaluation Score of each Agency in the Technical Evaluation.

HT = Highest Technical Evaluation Score among the “Qualified Agencies” in the Technical Evaluation

LC = Lowest Rate of Financial Bid among the qualified Agencies as quoted in Indicative Commercial Bid

C = Rate of Financial Bid quoted by each agency. as quoted in Indicative Commercial Bid

The bidder scoring the maximum **Score** will be the successful bidder. In case of tie between for two or more bidders for the highest total combined score, then the bidder with highest technical score amongst such bidders shall be the successful bidder.



**ANNEXURE – G**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
-----

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Dear Sir,

**EMD BANK GUARANTEE FOR  
DIGITAL MARKETING AGENCY FOR SBI TO MEET SUCH REQUIRMENT  
AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP NO.  
CC/M&C/2023-24/02 dated 22.09.2023**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and various other branches/offices/Business units in India and abroad has invited Request for Proposal to provide services for Digital Marketing Agency as are set out in the Request for Proposal No. CC/M&C/2023-24/02 dated 22.09.2023

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. 10,00,000/- (Rupees Ten Lac only) as Earnest Money Deposit.
3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish a guarantee in respect of the said sum of Rs 10,00,000/- (Rupees Ten Lac only)

**4. NOW THIS GUARANTEE WITNESSETH THAT**

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs 10,00,000/- (Rupees Ten Lac only) that may be demanded by SBI. Our guarantee shall be treated as

equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs 10,00,000/- (Rupees Ten Lac only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs.10,00,000/- (Rupees Ten Lac only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.10,00,000/- (Rupees Ten Lac only)
- b) Our liability under these presents shall not exceed the sum of Rs.10,00,000/- (Rupees Ten Lac only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.





- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within one year from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed Rs 10,00,000/- (Rupees Ten Lac only)
- b) This Bank Guarantee shall be valid upto .....
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before one year of the expiry of the validity period of this guarantee.....

Yours faithfully,  
For and on behalf of

\_\_\_\_\_  
Authorized official.

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)



**ANNEXURE – H**

**PERFORMANCE BANK GUARANTEE FORMAT**  
***(TO BE STAMPED AS AN AGREEMENT)***

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at ..... this..... day of ..... 2023 by ..... (Name of the Bank) ..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at----- **(procuring office address)**, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide Digital Marketing Agency services for SBI (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. CC/M&C/2023-24/02 dated 22.09.2023.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of 03 year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs 20,00,000/- (Rupees Twenty Lac only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs 20,00,000/- (Rupees Twenty Lac only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs.20,00,000/- (Rupees Twenty Lac only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and not withstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs 20,00,000/- (Rupees Twenty Lac only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of 3 years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within twelve (12) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vii) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- a) Our liability under this Bank Guarantee shall not exceed Rs 20,00,000/- (Rupees Twenty Lac only)
- b) This Bank Guarantee shall be valid upto.....



- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of Bank.

\_\_\_\_\_  
Authorised official

**ANNEXURE – I****Penalties**

1. Month on month delivery of the solution and performance of the services made by the (Service Provider) shall be in accordance with the time schedule, technical specification, scope of the project, achievement of at least 70% deliverables of campaign, publishing FLR, publishing authorized content/creatives and other terms & conditions as specified in the Contract and the attached SOW, TAT decided. Any instances in failure of performing the obligation or defect, solely attributable to any act/omission by the Service Provider, in its performance may result in deduction from the retainership fee of that particular job list, as penalty which a sum equivalent to 2% of the monthly retainership fees for that particular Job list or part thereof, maximum up to 10% of the monthly retainership fee for the particular job list.
2. If the agency uses the brand/name of the bank for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the bank.
3. If the agency after taking up the work for a campaign, leaves it in incomplete due to any reason, the agency would have to pay 5 times the cost of the event to the bank.

**ANNEXURE – J****NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Mumbai between:

State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.
2. For purposes 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.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER****1. Confidential Information and Confidential Materials:**

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software 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.
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed

to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## 2. Restrictions

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor, then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- (1) the statutory auditors of the Bank and
  - (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business





relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

- (a) 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.
- (b) 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.
- (c) 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 actual, consequential or incidental damages
  - d. Termination of contract
- (d) 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.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) In case of any dispute, both the parties agree for resolution of their disputes in terms of the Dispute Resolution mechanism contemplated under the RFP/Contract
- (g) 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.
- (h) 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.



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

5. **Suggestions and Feedback**

(a) 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 parties 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at \_\_\_\_\_  
(month) (place)

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		



**ANNEXURE – K**

**Pre-Bid Query Format**  
**(To be provide strictly in Excel format)**

<b>Vendor Name</b>	<b>Sl. No</b>	<b>RFP Page No</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/Suggestions</b>

**ANNEXURE – L****PRE-CONTRACT INTEGRITY PACT**  
***(TO BE STAMPED AS AN AGREEMENT)*****General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2023, between, on the one hand, the State Bank of India a statutory body incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its Marketing & Communication Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to avail Digital Marketing Agency services for its Marketing Initiatives and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their

competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

## **1. Commitments of the BUYER**

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

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in

furtherance to secure it and in particular commit itself to the following:

- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case

before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on 'to' others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last



three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **4. Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a Schedule Commercial Bank including SBI or its Subsidiary Banks. However, payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Schedule commercial Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) Forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - (x) Intimate to the CVC, IA, RBI, as the BUYER deemed fit the details of such events

for appropriate action by such authorities.

- a. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**6 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**7. Independent Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

.....  
.....  
.....  
.....

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 8. Facilitation of Investigation**  
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.



**9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**10. Other Legal Actions**

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

**11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

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

For BUYER  
Name of the Officer.  
Designation  
Office / Department / Branch  
State Bank of India.

For BIDDER  
Chief Executive Officer

Witness

1

2

Witness

1.

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**Note: This agreement will require stamp duty as applicable in the State where it is executed.**



**ANNEXURE – M**

**Service Level Agreement**

*Attached separately as Service Level Agreement*



**Annexure – N**

(On the letterhead of the Agency duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE: NO OVERDUES**

**TO WHOMSOEVER IT MAY CONCERN**

This is certifying that this Agency has no overdue owing to any Agency/Central/State Government/Public Sector Undertakings/Banks/RBI/IBA/any other Corporates/any regulatory authority or any other organization.

This is also certified that our Agency has not been blacklisted by any Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporate/any regulatory authority anytime during the last three years.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in enclosure attached to the bid/proposal, which may have an impact affecting or compromising the delivery of services required.

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency



**Annexure – O**

(On Agency's letter head)

**TO WHOM SO EVER IT MAY CONCERN**

This is certify that this Agency has given below statutory registrations, photocopy of which are annexed hereto.

<b>S. No.</b>	<b>Registration for</b>	<b>Registration No</b>	<b>Date of Registration</b>
1	PAN		
2	TAN		
3	GST		
4	Shop & Establishment Dept.		
5	Other		

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency





**Annexure – P**

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]  
**CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s.  
..... having its Registered  
Office ..... had achieved  
the following level of Turnover/Net profits/ Net worth in respect for the financial  
years mentioned hereunder:

(INR In Crores)

Particulars	2017-18	2018-19	2019-20	2020-21	2021-22
Turn over					
Net profit					
Net-worth					

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors/Charted Accountants

Name :

Seal

Place :

Date :



**Annexure – Q**

(On the letterhead of the Agency duly stamped and signed)

**STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER**

<b>SN</b>	<b>Other party to litigation</b>	<b>Case no &amp; Court</b>	<b>Status of bidder in litigation (Applicant / Respondent)</b>	<b>Briefs of litigation</b>
1				
2				
3				
4				

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency



**Annexure – R**

(On the letterhead of the Agency duly stamped and signed)

**FORMAT OF CERTIFICATE UNDER GENERAL FINANCIAL RULES (GFRS), 2017**

To,

\_\_\_\_\_

Dear Sir,

Ref.: RFP No.: \_\_\_\_\_ Dated \_\_\_\_\_

**CERTIFICATE UNDER GENERAL FINANCIAL RULES (GFRS), 2017**

This is to certify that I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from a such country or, if from such country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

This is to certify that I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, is from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

**Name & Signature of Authorised Signatory**

**Seal of Company**

**Form – 1**

**List of awards**

Eligible awards: Afaqs Digies, DMA India, Drivers of Digital, Indian Content Marketing Awards, Indian Digital Awards, Indian Digital Marketing Awards, The Maddies, Campaign India Digital Crest, Cannes.

Case studies on the awards to be submitted on a CD labelled **<Agency Name>: Digital Marketing Awards Case Studies**



**Form – 2A**

(On the letterhead of the Agency duly stamped and signed)

**List of Clients of the agency**

S. No.	Name of Client	Sector of client	Since year (in chronological order starting with latest first)
1			
2			
3			

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency



**Form – 2B**

(On the letterhead of the Agency duly stamped and signed)

**List of Clients (BFSI) of the agency**

S. No.	Name of Client	Sector of client	Since year (in chronological order starting with latest first)
1			
2			
3			

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency



**Form – 3**

(On the letterhead of the Agency duly stamped and signed)

**Declaration-cum-Certificate**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that this Agency has\_\_\_\_\_Years of experience in Digital and Social Media.

Further, this is to certify that our Agency has\_\_\_\_\_Years of experience in Online Reputation Management (ORM).

Enclosures are attached to support the above stated experiences.

Signature of Authorized person:

Signed at\_\_\_\_\_dated\_\_\_\_\_by\_\_\_\_\_

Designation\_\_\_\_\_for\_\_\_\_\_Agency

Seal of Agency