



**REQUEST FOR PROPOSAL (RFP)  
FOR  
ENGAGEMENT OF A MEDIA AUDIT AGENCY**

**RFP NO: CC/M&C/2025-26/01**

**Dated: 13.05.2025**

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

### Part-1

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**Part-1**

**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 a Media Audit agency.
- ii. In order to meet the Services requirements, the Bank proposes to invite 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 bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in part II of this RFP document.
- v. The purpose of SBI behind this RFP is to seek a technical/commercial proposal for engagement of an agency for providing the services as desired in this RFP.
- vi. This document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their bid 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. No contractual obligation whatsoever shall arise from the RFP process on part of the Bank unless and until a formal Release Order is issued by duly authorized official(s) of State Bank of India in favour of the selected Bidder.
- 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 advices/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 bidders shall be issued Release/Work order to execute the work.

### 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 proposal for providing services to SBI in accordance with this RFP in response to this RFP.
- iii. **“Proposal” or “Bid”** means the written reply or submission of response to this RFP.
- iv. **“Release Order”** means the allotment of contract/issue of work order by SBI in favour of the selected/successful bidder as per this RFP for the execution of 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 Media Audit agencies (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.
- 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 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 29 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 65,000 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 reputation 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 Media Audit of its marketing/advertisement campaigns.

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 the issue of a release order in favour of 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 forward to engage an agency for undertaking Media Audit of its marketing/advertisement campaigns. The agencies should be highly regarded and recognized in India. The agency will be engaged on contractual basis for one time activity.

5.2 The Media Audit agency will be responsible to carry out the Media Audit 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. 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
- iv. 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.



- v. 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.
- vi. 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.
- vii. 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 L) 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 - L) provided in RFP, shall not be considered and would be outrightly rejected.
- viii. Micro & Small Enterprises (MSE) registered under MSMED Act, 2006 and start-ups will be eligible for concessions as per applicable Government of India guidelines

#### 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.

#### 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-G** 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 [agm2.mnc@sbi.co.in](mailto:agm2.mnc@sbi.co.in) and [ramanjeet.sidhu@sbi.co.in](mailto:ramanjeet.sidhu@sbi.co.in) before the stipulated date. All such queries by e-mail should be received in the suggested template (Annexure G), 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 addressed 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. 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 contained in this RFP and/or any addenda/corrigenda or clarifications issued in connection thereto.

- iv. 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.
  - v. 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. EMD (Earnest Money Deposit):** EMD has been waived in the present case. However, as per standard document, wherever EMD word appears, it may be ignored.

**12. Bid Preparation and submission:**

- i. The Bid is to be submitted in two separate envelopes. One of the envelopes is to be prominently marked as **'Technical Proposal for providing Media Audit Services for SBI in response to the RFP No CC/M&C/2025-26/01 dated 13.05.2025.'** This envelope should contain the following documents and should be **properly sealed**:
  - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
  - (b) All other annexures as attached in RFP.
  - (c) A letter on Bidder's letter head: -
    - (i) Mentioning details of 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**.
  - (d) Bidder's details as per **Annexure-D** on Bidder's letter head.
  - (e) Any deviations sought from technical criteria/specifications given in RFP.

- (f) Audited balance sheets and profit and loss account statement for last four years.
- (g) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- ii. A second sealed envelope prominently marked as **Indicative Commercial Bid/Proposal for providing Services for Media Audit for SBI in response to the RFP No. CC/M&C/2025-26/01 dated 13.05.2025. This envelope should contain only indicative Commercial Bid strictly on the lines of Annexure-M.** The Indicative cost/price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. 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 Commercial 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 Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

- i. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids.
- j. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- k. The Bid document shall be spirally bound.
- l. The Bank reserves the right to reject Bids not conforming to above.
- m. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- n. All the envelopes shall be addressed to the Bank and delivered at the address given in Part-II of this RFP and should have the name and address of the Bidder on the cover.
- o. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

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

- i. Bids must be received by the Bank at the address specified and 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 product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

#### **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 in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders. The Bank may, at its sole discretion decide to open the bid in the virtual presence of the representative of the bidders. The link for the same shall be updated on the bank's corporate website ([www.bank.sbi](http://www.bank.sbi)).

- 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 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, 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 30 marks out of 60 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 50 marks out of 100 (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 C. The bidder with the highest Score as per Annexure C will be selected.

#### **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. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance of the release order, should be submitted.
- iii. The notification of award will constitute the formation of the Contract.
- iv. The Bank reserves the right to stipulate, at the time of finalization of the release order, any other document(s) to be enclosed as a part of the bid.

**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 release order 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 release order, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the release order. 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.
- 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. No Waiver of Bank Rights or Successful Bidder's Liability:**

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for

alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

**24. 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.

**25. Performance Bank Guarantee:**

Performance Bank Guarantee has been waived in the present case. However, as per standard document, wherever Performance Bank Guarantee word appears, it may be ignored.

**26. Penalties:**

As mentioned in **Annexure-F** of this RFP.

**27. 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.

**28. Right to Audit:**

- i. The Selected Bidder (Service Provider) may be asked to get itself audited by internal/ external engaged 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 the Service Provider is required to submit such certification by such Auditors to the Bank. The 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 the Service Provider. The 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.

- 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.

**29. 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 subcontract 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)

**30. Limitation of liability:**

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event bidder shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) When a dispute is settled by the Court of Law in India.
  - e) 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.

**31. Confidentiality:**

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the work order/purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service provider's performance under the Contract, if so required by the Bank.

**32. 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)

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

- i. The service provider is responsible for and obliged to conduct all the activities in accordance with the Release Order 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.

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

- i. For any licensed software/service/artwork /audio/videos or any other material etc 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.

**35. Liquidated Damages:**

If the service provider fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Release Order, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages as per mutual consent of the Bank & the bidder.

**36. Conflict of Interest:**

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 estimated loss and damage, as mutually agreed upon genuine and 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 Concession Agreement or otherwise. 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 4A of the Companies Act, 1956/corresponding provisions of Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- (i) 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
  - (ii) subject always to sub-clause (i) 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 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 Project.



**37. Code of Integrity and Debarment /Banning:**

- 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 Bid 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. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
  - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
  - (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;



- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

**v. Debarment/Banning**

Engagement/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of Release Order. Following grades of debarment from engagement/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

**(a) Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of engaged vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the engagement contract (if applicable).
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.).
- Vendors undergoing process for removal from engagement/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

**(b) Debarment from participation including removal from engaged list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank’s procurements including removal from engagement, wherever such Vendor is engaged, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of engaged vendors are:

- Without prejudice to the rights of the Bank under Clause 37(i) 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 EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.

- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or fails to cooperate or qualify in the review for engagement.
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is engaged.
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide any document or security required in terms of the RFP documents.
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

**(c) Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

**38. Termination for Default:**

- i. The Bank, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 30 (thirty) days sent to the service provider, may terminate the Contract in whole or in part for any of the following reasons:
  - a. If the service provider fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Contract; or
  - b. If the service provider fails to perform any other obligation(s) under the contract; or
  - c. Laxity in adherence to standards laid down by the Bank; or
  - d. Discrepancies/deviations in the agreed processes and/or Services.; or
  - e. Violations of terms and conditions stipulated in this RFP.
- iii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the service provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the service provider shall be liable to the Bank for any increase in cost for such similar Services. However, the service provider shall continue performance of the Contract to the extent not terminated.
- iv. If the contract is terminated under any termination clause, the 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.
- v. During the transition, the service provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- vi. The Bank's right to terminate the Contract will be in addition to the levy of penalties / liquidated damages and other actions as deemed fit by the Bank.
- vii. In the event of failure of the 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 Release Order 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. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 14)** on demand to the Bank, which may be settled from the payment of invoices.

**39. Force Majeure:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract 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 Act of Government, impeding reasonable performance of the Vendor 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, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor 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.

**40. 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.

**41. Termination for Convenience:**

The Bank, by a written notice sent to the service provider, may terminate the Release Order, 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 Release Order 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

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

All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and the Release order or in discharge of any obligation arising out of this RFP and the Release order (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the terms of Release Order), shall be settled amicably. If however, the parties are not able to solve them amicably within 90 (ninety) days after dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent civil courts of Mumbai only.

**43. Governing Language:**

The governing language shall be English.

**44. 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.

**45. 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, wherever applicable, 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
- c. Only specified taxes/ levies and duties will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties 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.

- 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.

**46. Tax deduction at Source:**

- i. 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.
- ii. 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.

**47. Tender/Bid Fee:**

No Tender fee/bid fee is payable. Hard copies of the bids are to be submitted.

**48. 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.

**49. Transition Clause:**

In the event of failure of the selected bidder 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 arrangements for getting the services contracted with another Agency. In such case, the Bank shall give prior notice to the existing Selected Bidder. The existing selected bidder shall continue to provide services as per the terms of contract until a 'New Agency' completely takes over the work. During the transition phase, the existing selected bidder shall render all reasonable assistance to the new Agency within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If the Selected Vendor is in breach of this obligation, they shall be liable for paying penalty of 10% of Contract Value on demand to the Bank, which may be settled from the payment of invoice for the contracted period. Such penalty would be without prejudice to the bank's other rights under the contract/RFP.

**50. Terms of Payment:**

- i. The Agency will submit invoices on the completion of the activity 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 any other sub-contractor/third party directly whose services would be utilized to implement any of SBI's Media Audit Work or related work.
- iii. The Tax and GST 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.

**51. Other Information:**

- i. The Agency will be responsible for copy right issues concerning usage of any images, footage, audio, video, 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.
- iv. 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.



### Part-II

#### **SCHEDULE OF EVENTS**

<b>Sr No</b>	<b>Particulars</b>	<b>Remarks</b>
1	<b>Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)</b>	Deputy General Manager (Marketing & Communication) Corporate Centre, 9 <sup>th</sup> Floor State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai -400021 Email: dgm.marketing@sbi.co.in agm2.mnc@sbi.co.in
2	<b>Bid Document Availability including changes/amendments, if any to be issued</b>	RFP may be downloaded from Bank's website <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> Procurement News from 13.05.2025 to 03.06.2025.
3	<b>Last date for requesting clarification</b>	Upto 3:00 PM on 20.05.2025 All communications regarding points / queries requiring clarifications shall be given by e-mail
4	<b>Pre - Bid Meeting at (venue)</b>	From 03:00 PM to 04:00 PM on 22.05.2025 through Virtual Meeting over Microsoft Teams
5	<b>Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.</b>	On 26.05.2025.
6	<b>Last date and time for Bid submission</b>	Upto 3:00 PM on 03.06.2025
7	<b>Address for submission of Bids</b>	Deputy General Manager (Marketing & Communication) Corporate Centre, 9 <sup>th</sup> Floor, State Bank Bhavan, Madam Cama Road, Mumbai -400021
8	<b>Date and Time of opening of Bids</b>	04:00 PM on 03.06.2025  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.



9	<b>Date of Presentation</b>	The bidders shall be advised separately through email for making their presentations on a subsequent date.
10	<b>Opening of Commercial Bids</b>	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	<b>Tender Fee</b>	No Tender fee is applicable.
12	<b>Earnest Money Deposit</b>	NA
13	<b>Performance Bank Guarantee</b>	NA
14	<b>Liquidated damages</b>	A sum equivalent to 1% of project cost 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.

## 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/2025-26/01 dated 13.05.2025**

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.

## 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 costs/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 costs/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 indicative cost/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 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. This Bid, together with your notification of award, shall constitute a binding Contract between 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, organization 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 to supplement 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 execute the work as per terms of the Release Order, when called upon by the Bank to do so and we shall be jointly and severally responsible for the due performance of the contract.



14. 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.
15. 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.
16. 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 undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2025

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

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

(In the capacity of)

Duly authorized 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 an Indian firm / company/ organization registered under applicable Act in India. Proposals from consortiums would not be entertained for this purpose.	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 should have been in existence in the field of Media Audit in India for more than 5 years as on 31.03.2025	Yes/No	Copy of work order/ Release Order/Empanelment/Engagement from a client
3.	The Bidder must have a minimum average turnover of Rs. 1 crore during the last 3 financial years i.e., FY 2021-22, FY 2022-23 and FY 2023-24	Yes/No	Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2021-22, FY 2022-23 and FY 2023-24
4.	The Bidder should be a profitable organization (on the basis of PAT) for at least 3 out of the last 4 financial years i.e. FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24	Yes/No	Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24
5.	The bidder should have provided Media Audit services to at least 3 clients in the last 3 Financials year i.e., FY 2022-23, FY 2023-24 and FY 2024-25	Yes/No	Copy of Work Order/ Release Order/Agreement with the clients or Undertaking from clients on client's letterhead.
6.	Bidder should have capabilities/proprietary contemporary analytical tools for data capture and analysis thereof for the primary and secondary data.	Yes/No	A self-declaration on the agency's letter head to be Submitted.
7.	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Yes/No	Brief particulars of litigations, disputes, if any are to be given on Company's Letter Head.
8.	Bidders should not be under debarment/blacklist period for	Yes/No	Bidder should specifically confirm on their Letter Head in this regard.

	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 or anytime during the last three years.		
9.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 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.
10.	The bidder should have their own full-fledged office at Mumbai. They should also have offices/resources to work at the other major centers in the country to cater to SBI's wide and varied demographic cross section.	Yes/No	A copy of latest Landline phone bill / Electricity bill/ Registration with Shops and Establishment Dept. / Registered rent or lease agreement in the name of bidder.

Agency would be required to submit evidence of such claims, stated above, as part of their bid or presentation, if short listed.

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****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 80% and for weightage assigned for Commercial bid is 20%.

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

$$\text{"Score"} = (T/HT) * 80\% + (LC/C) * 20\%$$

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 (Annexure-M)

The bidder scoring the maximum Score will be the successful bidder. In case of tie between 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.

### **Technical Evaluation Criteria**

#### **PART - A**

S. No.	Evaluation parameters	Criteria	Assigned marks	Max Score
1.	Years of Experience in providing Media Audit services as on 31.03.2025.	More than 10 years	15	15
		More than 5 years to 10 Years	12	
		More than 3 Years to 5 years	8	
2.	Average Annual Turnover (In Rupees)	More than 5 crore	15	15
		More than 2 crore to 5 crore	12	
		1 crore to 2 crore	8	
3.	Total No. of Clients to whom the bidder has provided Media Audit services in the last 3 years as on 31.03.2024	More than 10 clients	15	15
		6-10 clients	12	
		3-5 clients	8	
4.	Total No. of Media Audits done by the bidder in the last 3 years as on 31.03.2024	More than 10 Media Audits	15	15
		6-10 Media Audits	12	
		3-5 Media Audits	8	
	Total			60

#### **Part B: Presentation**

The Presentation will be evaluated on the following parameters:

S. No.	Criteria	Assigned Marks	Max Score
i.	Covering all the scope of work in the RFP	20	40
ii.	Case Study	20	

The bidders who score at least 50% marks both in Part A and Part B separately (i.e. at least 30 marks out of total 60 in Part A and at least 20 marks out of total 40 in Part B) in the Technical Evaluation, will be eligible for opening of the financial bid.

#### **Part C: Commercial**

The Commercials will be evaluated on the following parameters:

S. No.	Criteria	Assigned Marks	Max Score
i.	Total Cost	20	20



**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 Agency	
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 <ul style="list-style-type: none"> <li>a. Name</li> <li>b. Designation</li> <li>c. Address</li> <li>d. Phone Number (Landline)</li> <li>e. Mobile Number</li> <li>f. Fax Number</li> <li>g. Email Address</li> </ul>	
8.	Details of Statutory registrations of the Agency	

Signature and Seal of Company

## Annexure-E

### Scope of Work

Media Audit has to be carried out in respect of 15 campaigns (8 Campaigns in TV, 3 in Digital, 1 Radio, 1 outdoor & 2 in Print Media) executed by SBI during April to September 2024 (List given below). The selected agency has to:

- To measure the impact of each specific Media Campaign.
- To analyse whether platforms are correctly targeted so that there may be full engagement and cost optimization.
- To Evaluate if the campaigns have strengthened brand awareness and favorability.
- To benchmark and compare our media presence against our competitors or industry standards to understand our strategic positioning in relation to others.
- To advise selection of appropriate media and to help determine strategies moving forward, related to communications and overall positioning.

### **List of Campaigns for Media Audit**

<b>Expenses during the year 2024-25</b>					
<b>Sr.No.</b>	<b>Month</b>	<b>Activity</b>	<b>Approx. Period of Campaign</b>	<b>Type</b>	<b>Status</b>
1	April	Ramayan - Sony TV	6 Months	TV	Completed
2	May	Euro 24	1 Months	TV	Completed
3	June	Paris Olympics	1 Months	TV	Completed
4	June	Paris Olympics	1 Months	Digital	Completed
5	June	Airports - Srinagar City	12 Months	Outdoor	Under Process
6	July	Brand Campaign (TV-Commercial)	3 Months	TV	Completed
7	July	Brand Campaign (Sponsorship Tag on News Channels)	3 Months	TV	Completed
8	July	Bank Day (Print)	1 Day	Print	Completed
9	July	Bank Day (Radio)	1 Day	Radio	Completed
10	July	KBC (TV)	6 Months	TV	Completed
11	August	Brand Campaign - Independence Day	1 Day	Print	Completed
12	August	Brand Campaign - Independence Day	1 Day	TV	Completed
13	September	Women T20 Cricket World Cup (TV)	1 Months	TV	Completed
14	September	Women T20 Cricket World Cup (Digital)	1 Months	Digital	Completed
15	September	IRCTC (Website & Mobile App)	3 Months	Digital	Completed

**ANNEXURE-F****Penalties**

1. If Any damage caused to the reputation of the bank due to any mismanagement in the handling or execution of the Assignment by the agency or its subcontractors, it will be liable to pay 5 times the cost of the Assignment to the bank within 15 days or else bank will take legal action against the agency.
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 any Media Audit related services, leaves it in incomplete due to any reason, the agency would have to pay 5 times the cost of the Assignment to the bank.

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

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



**Annexure H**

(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 I**

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

**TO WHOM SO EVER IT MAY CONCERN**

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

S. No.	Registration for	Registration No	Date of Registration
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 J**

[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	2020-21	2021-22	2022-23	2023-24
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 K**

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

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

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

Signature of Authorized person:

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

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

Seal of Agency

**Annexure L**

(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. CC/M&C/2025-26/01 dated 13.05.2025**

**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**



## Annexure-M

**Indicative Commercial Bid**

The commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “**Commercial Bid for Media Audit**”.

RFP No: **CC/M&C/2025-26/01 dated 13.05.2025**, against which the bid is being submitted as under:

Item	Amount in Rupees
Cost of Media Audit of the Campaigns mentioned in the RFP	Rs. _____ + Applicable Taxes

Signature of Authorized person:

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

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

Seal of Agency

Note for the Bidder:

- The Cost will cover all items mentioned in the scope of work
- Any items outside the scope of work which will be asked for from the selected agency will be paid on actuals, supported by invoice from third party, if any.