



**State Bank of India**

**REQUEST FOR PROPOSAL (RFP)**

**to engage**

**PRIMARY CREATIVE AGENCY**

**for Above the Line Activities**

**RFP NO: CC/M&C/2017-18/ Date : 29<sup>th</sup> August, 2017**

**Marketing and Communications Department,  
Corporate Centre,  
Nariman Point,  
Mumbai-400021**

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**IMPORTANT DATES**

1	Date of commencement of Bidding Process	Date: <b>29<sup>th</sup> August, 2017</b> Time: 10.00 IST
3	Last date and time for receipt of written queries for clarification from bidders	Date: <b>9<sup>th</sup> September, 2017</b> Time: 17:00 IST
4	Pre-Bid Meeting	Date: <b>12<sup>th</sup> September, 2017</b> Time: 15:00 IST
5	Last Date and Time for Bid Submission	Date: <b>21<sup>st</sup> September, 2017</b> Time: 18:00 IST
6	Date and Time of Technical Bid Opening	Date: <b>22<sup>nd</sup> September, 2017</b> Time: 12:00 IST Representatives of bidders may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidders representatives  Place of opening of bids :  10 <sup>th</sup> Floor, State Bank Bhavan, Nariman Point, Mumbai-21
7	Date for presentation	Will be advised to shortlisted bidders separately
8	Address for communication (Bank)	Chief Marketing Officer State Bank of India, Marketing & Communications Dept., State Bank Bhavan, 8 <sup>th</sup> Floor, Nariman Point, Mumbai-400021 Contact Number: 022-22740940 Fax: 022-22742882 Email: <a href="mailto:cmo@sbi.co.in">cmo@sbi.co.in</a>

## **DISCLAIMER**

The information contained in this RFP document or information provided subsequently to bidder(s) or applicant(s) whether verbally or in documentary form/ email issued for the eligible and interested bidders, by or on behalf of State Bank of India, is provided on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for the Bank and their employees to consider the business/ investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. The Bank may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

2. 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 part of this RFP or arising in any way for participation in this Bid Stage.

3. This RFP is neither an agreement nor an offer by the Bank, but an invitation or responses to the issues pertaining to any service by SBI as contained in this document. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal agreement is signed and executed by duly authorized officers of the Bank and the finally selected Bidder. It may be noted that issuance of RFP does not confer any right to be invited to participate further and Bank shall have unfettered rights and discretion in its decision regarding such matters and finalization or completion of further steps in respect of the RFP.

4. The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the recipient or any of their respective officers or published in the Bank's website. It is also understood and agreed by the Bidder(s) that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

5. The Bank reserves the right to amend, modify, vary, add, delete, accept or cancel, in part or full, any condition or specification of all proposals / orders / responses, without assigning any reason thereof before evaluation of technical bids. Each Bidder shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.
6. The Bank reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price, other terms and conditions.
7. Notwithstanding anything contained in the RFP Document, the Bank reserves the right to accept or reject any response and to annul the process and reject all responses at any time prior to execution of the agreement with the Bidder to whom the contract is finally awarded, without thereby 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 decision.
8. The Bank reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.
9. It shall be the duty and responsibility of the Bidders to ensure themselves about the legal, statutory and regulatory authority, eligibility and other competency of them to participate in this RFP and to provide any and all the services and deliverables under the RFP to the Bank.
10. Subject to any law to the contrary, and to the maximum extent permitted by law, SBI and its Directors, officers, employees, consultants, agents, and advisors disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of SBI or any of its officers, employees, Consultants, agents or advisors.
11. The parties shall be entitled to rely on the accuracy, completeness or the reliability of the representation & warranties made in any definite agreement between the parties. Any change in the details shall be immediately notified by the concerned parties.

## SPECIFICATIONS FOR REQUEST FOR PROPOSAL (RFP)

### 1. DEFINITIONS

- (a) “Agency”, “Firm”, “Company”, “Bidder” means any entity or person or associations of persons who submit their proposals for providing Services to SBI in accordance with this RFP.
- (b) “Assignment / job” means the work to be performed by selected Creative Agency pursuant to the Contract.
- (c) “Bank” means ‘State Bank of India’ or ‘SBI’ constituted as per the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai acting through its Marketing & Communications Department at Corporate Centre, Mumbai.
- (d) “Contract” means the agreement in a format approved by SBI, to be executed between SBI and the selected/successful bidders as per this RFP for the services as per the terms and conditions approved by the SBI and in accordance with the Terms of Reference(TOR).
- (e) “Day” means English calendar day.
- (f) “RFP” means this Request for Proposal issued by SBI for the engagement of Primary Creative Agency seeking proposal from select agencies.
- (g) “Terms of Reference” (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- (i) “Proposal or Bid” means the bidder’s written reply or submission in response to this RFP.
- (j) “Financial Bid” means Commercial Bid and vice versa.
- (k) “Selected Bidder” or Selected Agency means agency selected through the process enumerated in this process.

## **2. OVERVIEW**

**2.1** State Bank of India (SBI) is India's largest Bank with a network of more than 23000 branches spread across India. The Bank has presence in 36 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 58000 ATMs 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.

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

**2.3** For the above stated purpose, SBI invites proposals from reputed and qualified creative agency for rendering the services as mentioned herein.

**2.4** The Proposal will be the basis for a formally signed Contract with the selected creative agency.

**2.5** Agencies shall bear all costs associated with the preparation and submission of their proposals. SBI is not bound to accept any or all proposals, and reserves the right to annul the selection process 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.

**2.6** 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 particular or all agency (ies) without assigning any reasons, whatsoever.

### **3. PURPOSE OF ENGAGEMENT**

**3.1** SBI is looking to engage one creative agency for above-the-line advertising / marketing campaigns, henceforth referred to as the Primary Creative Agency (PCA). The PCA should be highly regarded and recognized by the marketing fraternity in India. The Primary Creative Agency will be engaged on a pure retainer-ship basis for a period of **three** years, subject to annual performance review.

**3.2** The PCA will be responsible for developing and implementing a comprehensive brand & product communications strategy inclusive of and not limited to, brand strategy / architecture, campaign development for the Bank's various products and services across all forms of mass media i.e Television, Print, Outdoor and Cinemas. As part of this, the PCA may be required to engage with any specialist service providers such as consumer research, film production house, or other relevant service provider.

**3.3** The Bank reserves the right to increase the number of agencies as per the requirement of the Bank as may be determined by its sole discretion.

### **4. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENT**

**4.1** A pre-bid meeting to clarify queries related to the RFP will be held as per date and time mentioned in Time Schedule for RFP Process.

**4.2** Agencies may request clarifications on any clause of the RFP document at the pre bid meeting. Any such request for clarification must be sent prior, via email to [cmo@sbi.co.in](mailto:cmo@sbi.co.in) before the stipulated date. All such queries by e-mail should be received in the suggested template (Proforma-8), 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 4.3 below.

**4.3** SBI may at its sole discretion, but without under any obligations to do so, amend, update, clarify, modify or supplement the RFP by issuing an addendum/corrigendum/clarification in writing. The addendum/ corrigendum will be sent to those select agencies which have been requested to participate in limited RFP process, and such addendum/corrigendum shall be binding on all concerned. To enable the bidders to take into account the impact of the amendments in their proposals, SBI may, at its sole discretion, extend the deadline for submission of proposals.

**4.4** Selection of Primary Creative Agency will be at the sole discretion of the Bank.

## **5. CONFLICT OF INTEREST**

**5.1** SBI requires that Agencies provide professional, objective and impartial services and at all times hold SBI's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from SBI.

**5.2** Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of SBI, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if SBI comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment.

**5.3** Employees of SBI shall not work for or be a part of the firm/company or Agency (ies). Similarly employees of the Agency shall not have any right of employment in the Bank.

## **6. SCOPE OF WORK**

The scope of work/engagement for the assignment shall be, but not limited to, the following:

**6.1** To design and implement comprehensive marketing communications strategy for the corporate brand and the Bank's various products and services from time to time, inclusive of and not limited to mass media (Television, Print, Radio, Outdoor, Cinema) advertising campaigns and all related works.

**6.2** Collaborate with other agency partners appointed by the Bank viz. media/digital/research agency to conceptualize and implement advertising campaigns for the Bank.

**6.3** Develop creative and required material for release of advertisements in various media like print, TV, Radio, outdoor, digital/social, cinema, digital signage solution, etc.

**6.4** Formulate and implement advertising strategy for SBI's international markets when required.

**6.5** Monitor and report on campaign performance on day to day basis with respect to the Bank's campaign as well as the competitive advertising.

**6.6** Provide periodic or need based competitive analysis and strategic recommendations thereof for SBI.

## **7. POWERS TO VARY OR OMIT WORK**

**7.1** No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank.

**7.2** The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carry out any such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. Any suggested variations if implemented, would, in the opinion of the finally selected bidder, prevent them from fulfilling any of his obligations under the contract, the bidder shall notify the Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms the concerned bidder's instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable commercial implications.

**7.3** Any agreed difference in cost occasioned by such variation may be added to or deducted from the value of the contract as the case may be.

**7.4** In any case where the successful bidder has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidder involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

**7.5** 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 Bank shall prevail.

## **8 ELIGIBILITY CRITERIA**

Agencies keen to submit their proposal are requested to read the pre-qualifying criteria carefully. Only those Bidders /Agencies meeting the following eligibility (minimum) criteria as on the date of RFP are eligible to apply. Bidders/Agencies not meeting the eligibility criteria will not be considered for further evaluations. Eligibility criteria and required supportive documents thereof, to be enclosed with bid proposal, are as under:

SN	Eligibility	Supportive document required
8.1	Bidder should be a registered agency/firm	A copy of Registration Certificate in the name of bidder.
8.2	Bidder should be in the business of creative and advertisement for last five years	A copy of Memorandum/Articles of Association or Partnership Deed in the name of bidder.
8.3	Bidder should have full fledged office at Mumbai and preferably a network of offices at other centres across class A cities	A copy of latest Landline MTNL or BSNL phone bill /Electricity bill/ Registration with shop and establishment Dept./ Registered rent or lease agreement in the name of bidder.
8.4	Bidder should have statutory registration(s) with Tax and other compliance authority	A copy of PAN/TAN/ VAT/Service Tax /GSTRegistration No.(whichever applicable) in the name of bidder
8.5	Bidder should have reputation in industry and experienced management in the field	Photocopy of the industry awards won by the bidder during last three years and  CV of the two top personals [from each team] who are heading (a) creative team (b) planning team (c) account management team and (d) operational team
8.6	Conflict of interest – Successful bidder to ensure that no other Bank will be managed by them	A notarised affidavit by the bidder that if selected through this bidding process they will relinquish creative / advertisement business with other Banks, if any, before entering into agreement with the SBI.
8.7	Net worth of the bidder should be positive for last three years [each year] or year(s) of existence in case of agencies less than 3 years in operations.	A copy of bidder's audited balance sheet and certificate of auditors for FY 2014-15, 2015-16 and 2016-17.
8.8	Annual turnover of the clients managed by the bidder - Minimum annual turnover [gross] of 5 biggest clients should not be less than Rs.500 crores per client	A copy of certificate from each of the 5 clients regarding their gross turnover in last year. For a listed company copy of relevant page of Annual Report will be suffice.
8.9	Bidder's/Agency's client mix – Should be handling minimum 5 reputed brands [combination of MNCs and Large Indian Corporates]	A copy of agreement from each of the 5 clients regarding their engagement with bidder to be submitted.
8.10	Agency should not have been blacklisted/debarred by any organisation or industry body, and agency should not have	Bidder has to submit an undertaking to this effect on the prescribed format.

	been in litigation that may affect delivery of service to the SBI	
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**Bidding Agencies to note that :**

- Agencies established in the recent past are also eligible to apply, provided its founder member(s) / creative professionals are persons of repute in the industry – (recognition by any leading publication / industry body may be considered as an indication of reputation).
- Agency’s primary business should be that of providing creative services/solutions to help organizations’ meet business/ marketing objectives to grow their business.
- Agency or its’ senior management team should have had work experience of at least 5 years in the advertising industry with adequate staff strength with full back office support of technical staff across discipline i.e; creative, account planning, account management and operational staff. Experiences in either BFSI sector, Telecom, FMCG, Airline or any other customer centric businesses would be preferred.
- Agency’s creative talent pool should possess extensive experience to develop campaign ideas, plan and execute them across all types of media viz. Print, TV, Radio, Digital/ Social Media, Outdoor any other alternate / emerging media etc.
- Agency should have the resources to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all major Indian Languages.
- Agency would be required to submit evidence of such claims, stated above, as part of their bid or presentation, if short listed.
- Bidding Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bid not substantially responsive to this document in every respect will be at the agency’s risk and may result in rejection of the bid.

**9 SUBMISSION OF BIDS**

**9.1** Each bidder acknowledges and accepts that SBI may, in its sole discretion, apply whatever criteria it deems appropriate in the selection, not limited to those selection criteria set out in this document.

9.2 The bids shall contain no overwriting, except where necessary to correct errors made by the Agency officials and should be authenticated by the official who has signed the bid.

9.3 An authorized representative of the Agency shall authenticate/sign all pages of the original bid proposal. The authorization of such a representative shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and submit the proposal and shall be enclosed to the Proposal.

9.4 The signed proposal shall be marked "ORIGINAL". The agency should adhere to all instructions and submit relevant documents which have been specified in the RFP. Submission of applications without complying with the instructions will result in their rejection.

9.5 The completed proposal has to be submitted along with the requisite enclosures and demand draft of Rs. 5,000/- towards fee of RFP (non-refundable) favoring "State Bank of India" payable in Mumbai. The said demand draft should be kept in the envelope containing the technical bid.

9.6 SBI shall not be responsible for misplacement, loss or accidental / prematurely opened envelopes, if the outer envelope is not sealed and/or marked as stipulated. This circumstance could be a reason for rejection of the bid and no communication will be entertained in this regard.

The sealed envelopes should be clearly marked "Proposal for Selection of Primary Creative Agency" and should be submitted on or before ....., **before 1:00 pm.**

Chief Marketing Officer,  
Marketing & Communications Department,  
State Bank of India,  
Corporate Centre,  
State Bank Bhavan, 8<sup>th</sup> Floor,  
Madame Cama Road,  
Nariman Point, Mumbai-400021

## 10. SELECTION PROCESS

10.1 SBI will follow the two bid system i.e. Technical Bid and Financial Bid. The financial bids of only those agencies shall be opened who are found technically qualified, and the qualified agencies shall be intimated by the authorized official. Financial bids will be opened at the very end post the presentation by short listed agencies.

**10.2** Bidders will be required to submit signed copies of the **Technical Bid (Form-A, in two parts)** and **Financial Bid (Form-B)** in two separate sealed envelopes with required enclosures.

**(A) Technical Bid**

**10.3** All proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned in para (8) of this RFP. Proposals which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection.

**10.4** If deemed necessary, SBI may seek clarifications on any aspect from the bidder(s). However that would not entitle the bidder(s) to change or cause any change in the substances of the bid already submitted.

**10.5** SBI shall evaluate and shortlist the proposals on the basis of their responsiveness to the Terms of Reference and technical evaluation criteria.

**10.6** Shortlisted agencies, not exceeding five, will be invited for a presentation before the Selection Committee. The date for presentation will be intimated to the short listed agencies by e-mail/telephone. SBI shall provide a brief for the presentation.

**10.7** All proposals will be evaluated on a score of 100. Technical evaluation, inclusive of the presentation will carry 70% weightage and Commercial evaluation will carry 30% weightage.

**10.8** The cumulative score of technical proposal (70%) and commercial proposal (30%) will determine the selection of the Primary Creative Agency.

**10.9** The composition of technical evaluation parameters will be as under:

<b>SN</b>	<b>Evaluation Parameters</b>	<b>Max. Score</b>
1	Experience and track record of the agency	25
2	Skills of agency; Profile and work experience of people who will be working on SBI business	10
3	Client list - Mix, Width, Quality & Retention	20
4	Presentation [presentation brief will be made available to shortlisted agencies]	35
5	Awards and Recognition to the Agency in the last 3 years for their creative Campaign in India (Industry Recognized i.e. Effie, Cannes Lion)	10
<b>Total</b>		<b>100</b>

**Matrix for Awarding of Marks [For Technical Evaluation]**

SN	Evaluation Parameters/sub-parameters	Marks allotted	Max Marks	
1	<b>Experience and track record of the agency / founding member</b>			
	i	Total experience in creative field : More than 15 years : 8 Marks Between 11 – 15 years : 5 Marks Between 5 – 10 years : 3 Marks Less than 5 years : Nil Marks	8	25
	ii	Experience in BFSI : Less than 50% of total experience : 5 Marks More than 50% of total experience : 2 Marks	7	
2	<b>Skills of agency resources, profile and work experience</b>			
	i	Key talent : Chief Creative Officer + Creative Head + Account Planner + Account Executive : 3 Marks Creative Head + Account Planner + Account Executive : 1 Marks Account Planner+ Account Executive : Nil Mark	3	10
	ii	Profile of agency [Established more than 20 years ago + More than 15 office in India + International presence + Reputation] All four attributes present : 2 Marks Only 3 attributes present : 1 Marks Less than 3 attributes present : Nil Mark	2	
	iii	Profile of Creative Team (Creative Head)	2	
iv	Quality of 3 campaigns, done in last 3 years, submitted by agency[comparative] : Very good : 3 Marks Appreciable : 2 Marks So-so : 1 Mark	3		
3	<b>Client list evaluation</b>			
	i	Retention [clients acquired during last 5 years] : More than 90% of existing list : 6 Marks Between 70% - 89% of existing list : 4 Marks Between 50% - 69% of existing list : 2 Marks	6	20
	ii	Quality of clients list : More than 10 clients are reputed brands : 10 Marks 7 – 10 clients are reputed brands : 6 Marks 4 – 7 clients are reputed brands : 3 Marks Less than 4 clients are reputed brand : Nil Mark	10	
iii	Width [Existing clients] If 80 % of the of the client list is diverse : 10 Marks 60% – 79% client list are diverse : 6 Marks 50% – 59% client list are diverse : 3 Marks Less than 49% clients are diverse : Nil Mark  **Client Diversification means the different clients under	4		

		different category				
4	<b>Presentation evaluation</b>					
	i	Strategic approach	10	35		
	ii	Creative	10			
	iii	Communication delivery of presentation	8			
iv	Appreciation of pitch during presentation	7				
5	<b>Creative Awards for the last 3 years in the name of bidding agency</b>			10		
		Awards	No of Awards (A)		Weightage (B)	Scores A* B
		Cannes			3	
		Abby			2	
		Effie			1	
	No awards		0			
The highest score will get 10 marks						

**(B) Commercial Bid:**

**10.9** Following the technical evaluation process, on the day of presentation, the commercial bids of shortlisted bidders will be opened.

**10.10** The Financial Bid should be quoted and presented in a separate sealed cover.

**10.11** Given the various models operating in the industry, bidding agencies will need to submit their respective fees for the SBI business in the Retainer-ship model.

**10.12** The Financial Bid should not include any conditions attached to it and any such conditional Financial Bid shall be liable for rejection.

**10.13** Fee must be quoted in Indian Rupees only.

**10.14** The signed original Financial/Commercial Bid shall be placed in a sealed envelope clearly marked 'Commercial Bid'.

**10.15** The Technical Bid and the Financial Bid must be placed in two separate envelopes which should be, together, placed in an outer envelope and sealed. This outer envelope shall be super scribed "Proposal for engagement of PrimaryCreative Agency- SBI"

**10.16** The Financial Bid should be submitted in the standard formats given in **FORM-B** of this RFP Document.

**10.17** On the basis of techno-commercial evaluation of proposals specified hereinabove the SBI will engage a Primary Creative Agency which scores the highest.

## **11. EARNEST MONEY**

Each bidder is required to submit the Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. Two Lakhs Only) as bid security in the form of a demand draft or pay order or Bank Guarantee in favour of State Bank of India, Marketing and Communications Department, payable at Mumbai. The bank guarantee should be issued by any scheduled commercial bank, other than SBI or its associate banks. The EMD shall be forfeited in the event of withdrawal of bid during the period of bid validity or if the successful bidder fails to sign the contract in accordance with the terms and conditions and other requirements specified in RFP or any act of the bidder not in line with contract obligations. The EMD should be kept in the envelope containing the technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.

## **12 TERMS OF APPOINTMENT**

**12.1** The selected Agency's term will be for a period of **3 years** subject to satisfactory annual review. The agency will also be evaluated periodically on quarterly and / or on campaign basis.

### **SBI RESERVES THE RIGHT:**

- a) To accept or reject any or all proposals,
- b) Cancel the RFP process at any time without assigning any reasons thereof ,
- c) Re-issue the RFP, if cancelled.

**12.2** From the time the Proposals are opened to the time the engagement is confirmed, Agencies should not contact SBI or any of its officers/employees or representatives on any matter related to its proposal with a view to influence SBI in the examination, evaluation, ranking of proposals, and recommendation for award of Contract. Such an effort shall result in the rejection of the agency(ies) proposal(s).

**12.3** The appointed agency will have to execute a 'contract of engagement' with the Bank in the format approved by the Bank, which will be delivered to them after their selection.

**12.4** The Bank and the agency shall have the right to terminate the contract by way of issuing three months' notice during the currency of the engagement without assigning any reason.

**12.5** The agency or its personnel shall not disclose any confidential/vital information which are disclosed /provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of the Bank and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency will require to sign a non-disclosure agreement with the bank.

**12.6** In case any agency closes any of its offices or changes key personnel assigned to the SBI, it should immediately inform the Bank about the fact in writing and make replacements /alternate arrangements immediately.

**12.7** The Agency shall seek prior written approval of the Bank before carrying out any market research, media releases consultancy services, supervisory services, printing etc. in respect of any assignment for the Bank.

**12.8** The Bank shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally the agency shall get it confirmed immediately from the Bank at the earliest in writing to avoid disputes.

**12.9** The Agency shall abide by all relevant rules and regulations of the government and industry bodies such as AAA, ASCI and relevant other, as issued from time to time. The agency shall be responsible for adhering to professional standards, norms and regulations and must ensure that each activity conducted by them on behalf of the Bank is honest, truthful and conforms to the aforesaid requirement. The agency shall not conduct any activity for reasons whatsoever, unless conveyed by the Bank for the same. The agency shall be responsible to maintain the highest standards of ethics of the industry.

**12.10** The Agency should be sincere and prompt in responding to the requests of the Bank. All jobs would be expected to complete in a time bound manner and with all required information so as to avoid delay or duplication. The agency should be able to execute orders at short notices and even on holidays, should the need so arise

**12.11** The Bank's dealing with the Agency shall be on a principal- to- principal basis and the Bank shall have no liability to pay any media or suppliers for anything done by the agency unless explicitly stated or agreed otherwise. Where the Bank has to sign joint contracts with third party media or suppliers, the Agency shall have to convince the Bank about proof of payment to such media or suppliers in scheduled time before release of payment by the Bank as also

indemnify the Bank from any potential scenarios on account of the agency's improper treatment with such suppliers.

**12.12** The rates approved by the Bank shall be treated as final. In case of any revision thereof due to any reason, the agency shall intimate the same to the Bank immediately and seek fresh approval of the Bank.

**12.13** All creative ideas and material developed by the agency as per the Bank's brief will be owned by the Bank and the agency shall return all artworks, films (including raw footages), music tracks, CDs / hard drives in which any of these materials are stored, photographs and any other related material or any other such material given to the agency by the Bank for any use whatsoever, shall be returned to the Bank.

**12.14** Arrangement/Procurement of images//insignia etc. for use in advertisement(s) may be reimbursed to the agency provided the agency secures appropriate legal and other required permission for any such use at the cost and responsibility of the agency and not the Bank. It may be noted that the images used by the agencies in advertising should be on EXCLUSIVE RIGHTS BASIS if required or as agreed with the Bank. The agency shall indemnify the Bank in this regard and in respect of any third party claims.

**12.15** The Bank reserves the right to withdraw the RFP or delete/amend/change/modify any clause(s) mentioned herein at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal/ amendment/modification.

**12.16** Withdrawal of RFP would be done by way of a letter by the Bank to all agencies who submitted proposals, either on their addresses provided on the proposal or via email or by way of notice on the Bank's website.

**12.17** The agency shall indemnify SBI against any action or proceedings brought against SBI by reason of omission/ commission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The agency shall be liable for any of its or its employees / agents actions that are detrimental to interest of SBI and the quantum of damages for the same will be decided by the Bank which will be final and binding on the agency. The Agency shall also indemnify the SBI in respect of any third party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services provided by the Agency to the Bank.

**12.18** Any dispute or differences whatsoever arising between the agency and SBI out of or relating to the construction, meaning, operation or effect of the contract or breach thereof, shall be referred for arbitration to be considered in accordance with the Arbitration & Conciliation Act, 1996 and the venue of arbitration shall be in Mumbai and language of Arbitration shall be English.

**12.19** The Bank reserves the right to invite other shortlisted agencies if the selected agency is unable to meet the requirements of SBI at the time of signing the agreement or any time during the course of the validity agreement, should the agency not deliver to the Bank's expectations.

**12.20** The Proposal must be strictly as per bid application (Form-A and Form-B) and photocopy of all required documents should be attached as duly marked/numbered enclosures. A list of required documents that needs to be enclosed with bid application and their tag Nos. are given at the end of bid application/proposal and these should be arranged in this order only. All photocopies attached with bid application should be verified by the authorized signatories under his signature and agency's/company's seal.

### **13. GOVERNING LAW AND DISPUTES**

**13.1** The contract shall be interpreted in accordance with the laws of the Government of India.

**13.2** All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled mutually.

**13.3** If however, the parties failing to solve them amicably, party (SBI or Selected Bidder), give written notice to other party clearly setting out there in specific dispute(s) and / or difference(s) and shall be referred to arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

**13.4** The arbitration shall be settled in accordance with the applicable Indian Laws. The arbitration proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996.

**13.5** If any of the bidders have engaged any contract labourers, the bidders have to submit the registration/ license as per sec 7 and 12 of Contract Labour Abolition Act, 1971 and also they should have necessary registration / license under ESI Act and EPF Act.

### **14. CANCELLATION OF CONTRACT**

Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 30 days, for any valid reason, including but not limited to the followings:

- i) Laxity in following standards laid down by the Bank for work order;
- ii) Delay in execution of orders placed by the Bank;
- iii) Discrepancies / deviations in the agreed processes
- iv) Violation of terms & conditions stipulated in this RFP;

## **15. TERMINATION FOR DEFAULT AND LIQUIDITY DAMAGES**

**15.1** Delivery of the solution and performance of the services shall be made by the selected bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP / Contract. Any delay in performing the obligation / defect in performance by the consultant may result in imposition of liquidated damages, invocation of Performance Bank Guarantee which a selected agency shall require to furnish.

**15.2** If the selected bidder fails to perform services within the stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2% of the total work order cost for delay of each week or part thereof maximum upto 10% of total work order price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

**15.3** In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those not delivered by the selected bidder and the selected bidder shall be liable to the Bank for any excess costs for such similar systems or services. However, the selected bidder shall continue the performance of the contract to the extent not terminated.

## **16. 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 vendor. 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 existing 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.

## **17 VALIDITY OF BID**

The commercial bid shall be valid for a period of 180 days from the closing date of submission of bid.

## **18 TERMS OF PAYMENT**

**18.1** The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every month, for necessary settlement. The invoices should be submitted along with list of work initiated /complete during the month, along-withallsupporting documents and bills as well as copies of the supplier bills where relevant.

**18.2** SBI reserves the right to exercise the discretion to pay, directly to any of the agency's vendors e.g; Photographer, Film production company etc. whose services would be utilized to implement any of SBI's campaigns or related work.

**18.3** A reconciliation sheet pertaining to the bills will be submitted every month as well as copies of the creative and publicity material designed /produced during the month, for which the bills are submitted.

**18.4** The Tax and VAT component shall be payable as applicable and as per actuals.

## **OTHER INFORMATION**

**18.5** The ownership of all print / outdoor / on-line creative, TV commercials, radio jingles/spots and publicity material produced or designed through the agency will at all-time rest with SBI and the agency/copy writer/photographer/producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images used in the creative and publicity material. Delete either this para or para 12.13 as they are repetitive.

**18.6** The agency will provide all creative and publicity & promotional material in necessary formats as would be required and conveyed by the Bank.

**18.7** Raw Stock / unmixed versions/ unused footage and photographs of the TV commercials / creative will be the property of Bank and the same are required to be handed over to the Bank.

**18.8** The agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. SBI will not be a party to any disputes arising out of copyright violation by the agency.

**18.9** 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.

**18.10** 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.

**DRAFT OF NON-DISCLOSURE AGREEMENT**

This agreement made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017

**BETWEEN**

**STATE BANK OF INDIA**, a corporation constituted under State Bank Of India Act,1955 and having its Central Office at Corporate Centre, Madam Cama Road, Nariman Point, Mumbai-400 021 (hereinafter referred to as “**SBI**” or the “**Disclosing Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

**AND**

\_\_\_\_\_ (hereinafter referred to as the “**Receiving Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**

The Receiving Party and SBI are hereinafter collectively referred to as “The Parties” and individually as “the Party”

**WHEREAS:**

The Parties intend to engage in discussions concerning the possible establishment of a business relationship between themselves and the Receiving Party is seeking to be empaneled as \_\_\_\_\_ in relation to the Request for Proposal issued by the Disclosing Party for the said empanelment (“**Transaction**”). In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to understand the business of the Disclosing Party and evaluate the feasibility and / or submit their proposals for such Transaction (hereinafter referred to as “the Purpose”).

**NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **Confidential Information:**“Confidential Information” means all information disclosed/furnished by the Disclosing Party to the Receiving Party in connection with the Transaction. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose. Upon execution of this Agreement, the Disclosing Party agrees to first disclose the names of the Credits for clearance with the Receiving Party’s compliance team, prior to disclosure of any other Information.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show : (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) is rightfully in the possession of the Receiving Party without

any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) is developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or € is disclosed pursuant to an order of a court or governmental agency or regulatory authority as so required by such order , provided that the Receiving Party shall, to the extent permitted by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party, or its affiliates, or their directors, auditors who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its advisors, consultants, financiers, co-investors only for the Purpose mentioned hereinabove and only if such persons have executed a Non-Disclosure Agreement with the Receiving Party or owe a professional duty of obligation to the Receiving Party. The Receiving Party shall take appropriate measures by instruction prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party promptly if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of terms of this Agreement.
3. **Publications:** Except as permitted herein, neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

**Term:** This Agreement shall be effective from the date hereof and shall continue in perpetuity or till the execution of a definitive agreement is relation to the Transaction with the selected agencies. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any or all disclosures of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof save to the extent required to be retained pursuant to applicable law and regulation. The Receiving Party shall continue to treat Confidential Information as confidential until such information enters the public domain

4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information.

5. **Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees, in addition to all other remedies provided at Law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.
  
6. **Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire Agreement between Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted here under shall be assignable or otherwise transferable.
  
7. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and subject to the jurisdiction of the competent courts at Mumbai.
  
8. **General:** In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copy rights or any right of third persons.

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

For and on behalf of State Bank of India

(Designation)

For and on behalf of

(Designation)

**BID/PROPOSAL APPLICATION**

SN	Parameters	Particulars/Description				
1	Name of bidding agency					
	(Name, Mobile No and e-mail of bidding agency's official for sending important communication pertaining to the this bidding process)					
2	Address of head office of the agency					
3	Primary business of the bidding agency	[not more than 20 words]				
4	Constitution of the bidding agency					
5	Date of Establishment					
6	Years of agency experience in Creative field					
7	Name of founding member of the bidding agency [give name of all members. In case founding member is no more with the agency, mention reason with year]	SN	Name of member	Position held at the time of foundation	Position now held by the member	
		1				
		2				
8	Details of Statutory registrations of the Agency					
9	Name of bidding agency's key functionaries					
	a) Chief Creative Officer b) Chief Executive Officer c) Account Planning Head d) Account Management Head e) Any other with Desgn'tn f) Total Employees					
10	Special mention, if any, about professional excellence of the personnel at SN-9	Not more than 100 words				
11	If any of key functionaries of the agency have been rated by any rating agency	SN	Name of functionary	Rated position	Position held when rated	Name of Agency where rated
		1				

		2				
		3				
		4				
12	<b>Financials of the Agency/firm for the last 3 years</b>  (Mention amount in crores ₹)	Particulars	2014-15	2015-16	2016-17	
		Turn over				
		Net profit				
		Net-worth				
13	Complete list of agency's current clients	[Performa - 11]				
14	Name of Banking Clients which are presently being served by the agency					
15	List of clients acquired during last 5 years	[Performa - 9]				
16	List of the clients lost during last 5 years	[Performa - 10]				
17	Itemized list of activities which agency proposes to undertake if engaged	Please use a separate sheet				
18	Present Banker of the Agency/Firm	S.N.	Name of the Bank	Branch and address	Account number	
		1				
		2				
19	Whether agency has resources(in-house or out-sourced) to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all major Indian Languages	Yes/No  If yes, please mention in-house/out-sourced				
20	Industry recognitions, awards and accolades won by the bidding agency during last three years.		Cannes	Abby	Effie	
		2014-15				
		2015-16				
		2016-17				
21	Major campaigns handled, if any for single products/services/brand involving spend of Rs. 10.0 crores and above during last three financial years					
22	Details regarding litigations Agency / Firm has					
23	If Agency/ Firm is maintaining website, its URL					

## Form – A (part-2)

**DETAILS ON AGENCY/ORGANIZATION**

S. N	Particulars	Years of Experience	Proofs/ credentials ( Attach as Annexures )
1	Total experience of Agency in Creative Field		
2	Total experience of Agency in servicing BFSI		
3	Total experience of Agency in servicing Non BFSI(Aviation, FMCG, Automobile, Technology, Tourism, Healthcare etc)		
4	Does Agency has a Chief Creative Officer	Yes/No	Name:
5	Does Agency has a Creative Head	Yes/No	Name:
6	Does Agency has an Account Planner	Yes/No	Name:
7	Does Agency has an Account Executive	Yes/No	Name:
8	Total Number of Offices agency has in India (mention locations also)		

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, SBI reserves the right to remove us as appointed Design Agency, if appointed, with immediate effect and SBI's authority in this regard shall full, final and binding on us. We understand and agree that the empanelment does not obligate SBI in any manner. We also understand that SBI has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the engagement.

Signature of Authorized person:

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

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

Seal of Agency

**CHECK LIST FOR THE ENCLOSURES TO BE ATTACHED  
WITH BID APPLICATION [Form-A]**

SN	Description of the documents to be attached	To be attached mark as enclosure
	Form -A (Part - 1 and Part - 2)	
	Sealed envelope containing Commercial Bid [Form-B]	
	EMD/Bank Guarantee [as per Performa 14]	
1	Authorisation letter (as per Performa -1 of the RFP)	A
2	Bid submission letter (as per Performa -2 of the RFP)	B
3	Documents in support of agency's ranking claim in Agency Reckoner Survey 2015-16(refer SN - 2 of Bid application)	C
4	Certificate of Registration of Agency/Firm	D
5	Documents related to constitution of Agency (Memorandum /Articles of association/ Partnership Deed etc. (Refer SN-5 of Bid application)	E
6	Address proof of Mumbai Office (latest landline MTNL/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed)(refer SN - 3 of Bid application)	F
7	Details with photocopy of statutory registrations / certificates (refer SN - 9 of Bid application, provide as per Performa-3 of the RFP)	G
8	Copy of Audited Balance sheet of Agency/firm for last 3 years (refer SN - 13 of Bid application)	H
9	Auditor's Certificate regarding financials (as per Performa- 4 of the RFP)	I
10	Photocopy of certificates etc. in support of Industry recognition/ Awards/Accolades won during last 3 years (refer SN - 21 of Bid application)	J
11	Declaration by Agency/Firm regarding overdue etc.(as per Performa -6 of the RFP)	K
12	Status regarding litigations agency / firm has(as per Performa -7 of the RFP)	L
13	CV of 3 key personnel of agency(as per Performa- 3 of the RFP)	M
14	Photocopy of Key personnel professional qualification	N
15	Documents in support of information furnished at SN - 12 of Bid application	O
16	Itemised list of activities agency proposed to perform on engagement (refer SN - 18 of Bid application)	P
17	Complete list of agency's current clients (refer SN - 14 of Bid application)	Q
18	List of the clients acquired during last 5 years (refer SN - 16 of Bid application) [Performa - 9]	R
19	List of clients lost during last 5 years (refer SN - 17 of Bid application) [Performa-10]	S
20	Sample of three best creative done by the agency in last 3 years	T
21	Total list of clients of the Agency (Performa - 11)	U
22	List of top 15 clients of the Agency (Performa - 12)	V
23	Undertaking [Performa-13]	W
<b>Any other enclosure(s)</b>		
51		
52		

**Bidder are required to submit bid proposal, along with the enclosures arranged in above given order and bonded spirally**

(On the letterhead of the Agency duly stamped and signed by authorised person)

### COMMERCIAL BID

The commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Commercial proposals for SBI Primary Creative Agency.

RFP No: \_\_\_\_\_ against which submitted:

Sr. No.	Amount quoted towards	Amount in ₹ (A)	Taxes applicable in ₹ (mention the break-up of applicable tax) (B)	Total cost ₹ (C)
1	Retainer-ship fee for 1 <sup>st</sup> year			
2	Retainer-ship fee for 2 <sup>nd</sup> year			
3	Retainer-ship fee for 3 <sup>rd</sup> year			
<b>Total</b>				

[Commercial bids will be evaluated on the basis of retainer-ship amount quoted under column ‘A’ above and applicable taxes will be paid on actual. If column ‘B’ is left blank it will be presumed that quoted bid includes all applicable taxes than no separate taxes will be paid by the Bank]

Signature of Authorized person:

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

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

Seal of Agency

**Authorisation to sign documents \*  
pertaining to bid submission against RFP No:.....  
for appointment of Primary Creative Agency in SBI**

[to be given on agency/firm/company letter head]

It is certified that Agency/firm M/s..... having its registered office at..... is submitting a bid proposal against RFP No:.....for appointment of creative agency in State Bank of India.

In connection with the above Shri..... working with the company as.....has been duly authorised to sign bid proposal documents or any other documents related to this bid submission.

Agency/firm is liable of the consequences arising by the act of signing bid documents by Shri.....

Signature :.....

Name of Signatory:.....

Designation :.....

Seal of Agency/firm/company

Date :

Place :

---

\* If agency is a company, certified copy of the extract of Company's Board Resolution to this effect shall be required

**Bid Submission letter (on Agency's letter head)**

To,

Chief Marketing Officer,  
Marketing & Communications Department  
State Bank of India  
State Bank Bhavan, 8<sup>th</sup> Floor,  
Corporate Centre,  
Madame Cama Road,  
Nariman Point, Mumbai –400021

Sir,

**RFP NO:**  
**FOR ENGAGEMENT OF PRIMARY CREATIVE AGENCY**  
**SUBMISSION OF BID**

We submit our Bid/Proposal herewith. In this connection, we understand that:

1. Bank is not bound to accept the lowest or any bid received by the Bank, and Bank may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form.
4. If our Bid is accepted, we shall be jointly and severally responsible for the due performance of the contract
5. Bank may accept or entrust the entire work to one agency or divide the work to more than one agency without assigning any reason or giving any explanation whatsoever, as per Bank's requirement.
6. Agency means the bidder who is decided and declared so after examination of commercial bids.
7. Bank can, on its sole discretion, conduct independent due diligence in respect of the information furnished in bid/proposal or any document(s) attached thereto.
8. This bid/proposal comprises of total .....pages, and .....enclosures marked as enclosure-1 to enclosure-....

Yours faithfully,

Signature with date:  
Name of authorized signatory:  
Seal of agency/firm

(on Agency's letter head)

**TO WHOM SO EVER IT MAY CONCERN**

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

SN	Registration for	Registration No	Date of Registration
1	PAN		
2	TAN		
3	VAT		
4	Service Tax		
5	Shop & Establishment Deptt.		
6	Other		
7			

Signature of Authorized person:

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

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

Seal of Agency

[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 :

(Rs. In Crores)

<b>Particulars</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
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 / Chartered Accountants

Name :

Seal

Place :

Date :

**CURRICULUM VITAE (CV) OF PROFESSIONAL STAFF TO BE ENGAGED WITH SBI**

1. Name of Agency [Insert name of firm proposing the staff]:
  
2. Name of Staff [Insert full name]:
  
3. Proposed Position:
  
4. Nationality:
  
5. Education qualification [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
  
6. Membership of Professional Associations:
  
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
  
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
  
9. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

From [Year]:            To [Year]:

Employer:

Positions held:

10. Detailed Tasks Assigned

11. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned

- a) List all tasks to be performed under this assignment
- b) Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.]
  - (i) Name of assignment or project:
  - (ii) Year:
  - (iii) Location:
  - (iv) Client:
  - (v) Main project features:
  - (vi) Positions held:
  - (vii) Activities performed:

**Note:**

*Use separate sheets for different projects. Please provide at least 3 such client references)*

**(Signature of Authorised Signatory)**

**Name of the Authorised Signatory:**

**Firm Name:**

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

**DECLARATION-CUM-CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

This is certify 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.

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

(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	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

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

**Format for seeking clarification /Pre-bid queries (in word document only)**

SN	Page No.	Clause	Query
1			
2			
3			

Signature of Authorized person:

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

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

Seal of Agency

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

**List of Clients Acquired during last 5 years**

SN	Name of Client	Acquiring year (in chronological order)
1		
2		
3		

Signature of Authorized person:

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

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

Seal of Agency

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

**List of Clients lost during last 5 years**

SN	Name of Client	Yearlost (in chronological order)
1		
2		
3		

Signature of Authorized person:

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

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

Seal of Agency

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

**Total List of Clients of the Agency**

SN	Name of Client	Sector of client	Since year (in chronological order)
1			
2			
3			

Signature of Authorized person:

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

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

Seal of Agency

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

**List of 10 Top Clients of the Agency**

SN	Name of Client	Sector of client	Since year (in chronological order)
1			
2			
3			

Signature of Authorized person:

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

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

Seal of Agency

**(Notarised affidavit)**

This is certify that this agency M/s..... is submitting a bid against RFP No:..... dated.....for engagement of Primary Creative Agency in State Bank of India. Agency has authorised Shri ..... S % Shri..... Resident .....to submit bid proposal and complete other formalities on its behalf in the capacity of.....

Accordingly, it is certified and undertaken as under:

- 1 Agency is eligible to apply / submit bid against mentioned RFP.
- 2 Agency meet all sets eligibility criteria as mentioned in Para (8) of the RFP.
- 3 It is certified that the agency has .....Banks on its existing client list. If this agency is selected through the bidding process and engaged by the State Bank of India as Primary Creative Agency, the agency will relinquish relations with all bank clients before entering into contract of engagement with the State Bank of India and shall submit necessary proof thereof to its satisfaction.
- 4 Agency undertake that it will not undertake advertising and marketing activity of any other bank during the engagement period with the State Bank of India.

Signature of Authorized person:

To,

The Chief Marketing Officer,  
Marketing & Communications Department,  
Corporate Centre,  
Nariman Point,  
Mumbai.

Dear Sir,

**EMD BANK GUARANTEE**  
**FOR ENGAGEMENT OF PRIMARY CREATIVE AGENCY TO STATE BANK OF INDIA**  
**TO MEET SUCH REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE**  
**REQUEST FOR PROPOSAL**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, has invited Request for Proposal to engage a Primary Creative Agency vide its RFP No: \_\_\_\_\_ dated \_\_\_\_\_ on the terms and conditions mentioned in the RFP documents,

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

NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_ (Rupees \_\_\_\_ only) that may be demanded by State Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. 2,00,000/- (Rupees two lacs only).

We also agree to undertake to and confirm that the sum not exceeding Rs. 2,00,000/- (Rupees two lacs only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any

respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

We hereby further agree that :

Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the SBI to the bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. 2,00,000/- (Rupees two lacs only). Our liability under these presents shall not exceed the sum of Rs. 2,00,000/- (Rupees two lacs only).

Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

This guarantee shall remain in **force for a period of one year**, provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

Our liability under this presents will terminate unless these presents are renewed as provided herein up to three years or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of

Signature and Seal of Authorized Official

**(NB: This document will require Stamp Duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).**