



**REQUEST FOR PROPOSAL (RFP)
FOR
ENGAGEMENT OF PUBLIC RELATIONS AGENCY FOR
SBI**

RFP NO: CC/M&C/2023-24/03

Dated: 12.09.2023

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

Part-1

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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI**' and/or **Bank**'), is having its Corporate Centre at Nariman Point, Mumbai and various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India, branches/other offices, located at various locations in India and abroad and managed by the Bank). This Request for Proposal (RFP) has been issued by the Bank for engagement of an agency for Public Relations (PR) Activities.
- ii. In order to meet the Services requirements, the Bank proposes to invite online bids from eligible bidders to undertake and provide services as per details/**Scope of work** mentioned in **Annexure-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online 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 detailed technical proposal and commercial bid for hiring/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 online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial bid in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience,

capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent 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 this RFP. Failure to furnish all information required under

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

- viii. The successful bidder shall be required to enter into/execute a Bank's Standard contract/ SLA - Service Level Agreement as provided in **Annexure-L** with the Bank, within 30 days from the date of issuance of offer letter or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP and strictly on the lines of format given at **Annexure-H** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

3. Definitions:

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

- i. **"Bank"** and/or **"SBI"** means the State Bank of India constituted as per the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai and various other offices (LHOs/Head Offices/Administrative Offices/Regional Business Offices/Global Link Services, Global IT Centre etc.) of State Bank of India, domestic and foreign branches/other offices, at various locations and managed by the Bank, acting through its Marketing & Communications Department at Corporate Centre, Mumbai.
- ii. **"Agency/Agencies"**, **"Firm"**, **"Company"**, **"Applicant"**, **"Bidder"** means an eligible entity/firm submitting their 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. **"Contract/Agreement/SLA"** means the agreement entered in the format provided in Annexure – M and as approved by SBI (including all attachments and appendices thereto and all documents incorporated by reference therein) executed between the Bank and the selected/successful bidder as per this RFP, for the services as per the terms and conditions approved by the SBI.

- v. **“The Contract Price/Project Cost”** means the total price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vi. **“Services/Assignment/Job”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and any other obligation of the Vendor covered under this RFP.
- vii. **“Day”** means English calendar day.
- viii. **“RFP”** means this Request for Proposal issued by SBI for the engagement of an agency for PR activities (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 and commercial bid has been accepted and who has emerged as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

4. Overview:

4.1 State Bank of India (SBI) is India’s largest Bank with a network of more than 22000 branches spread across India. The Bank has presence in over 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 YONO, Internet Banking, Debit Cards, Mobile Banking, etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

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

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

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

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

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

5. Purpose of Engagement:

5.1 SBI is looking forward to engage a Public Relations Agency for providing PR services. The agency should be highly regarded and recognized in India. The agency will be engaged on contractual basis for an initial period of one year and the term may be extended further for a period of one year at a time for upto a maximum term of three years at the absolute discretion of the Bank, subject to annual performance review.

5.2 The Bank reserves the absolute right to increase/decrease the number of agencies as may be required at its sole discretion.

5.2 The selected agency will be responsible for developing and implementing any Public Relation Activities to be organized by the Bank. The Bank's strategy, execution for various Bank's activities, product launch, promotional event, internal events, press conferences, analyst meet, conclaves, etc. As part of this, the selected agency may be required to engage with specialist service providers such as film production house, event venues, travel agents, translators etc or other relevant service provider to deliver holistic solutions.

6. Scope of Work:

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

7. Eligibility and Technical Criteria:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this RFP. The Bidders must submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. No bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be.
- iii. The Bidder shall also submit a PRE-CONTRACT INTEGRITY PACT along with its technical Bids as prescribed in Annexure - L duly signed by the Bidder on each page. The agreement shall be stamped as applicable in the State where it is executed. Bids submitted without PRE-CONTRACT INTEGRITY PACT, as per the format (Annexure - L) provided in RFP, shall not be considered and would be outrightly rejected.
- iv. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or service provider) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India" for the purpose of this Clause means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country or
 - d) An entity whose beneficial owner is situated in such a country or
 - e) An Indian agent of such an entity or
 - f) A natural person who is a citizen of such a country or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- v. The beneficial owner for the purpose of iv. (d) above will be as under:
 - a. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or

together, or through one or more judicial person, has a controlling ownership interest or who exercises control through Controlling ownership interest” means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.

- b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - d. Where no natural person is identified under para v. above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
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- vi. An agent for the purpose of para iv(e) above, is a person employed to do any act for another, or to represent another in dealings with third person.
 - vii. For works contract including turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
 - viii. The Bidder shall also submit a certificate regarding restrictions on procurement from a bidder of a country which shares a land border with India along with its technical Bids (Annexure R) duly signed by the Bidder and witnessed by two persons. The Certificate shall be stamped as applicable in the State where it is executed. Bids submitted without such certificate, as per the format (Annexure - R) provided in RFP, shall not be considered and would be outrightly rejected.

8. Cost of Bid document:

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

Bidders to submit DD of Rs 20,000/- (Rupees Twenty Thousand only) as cost of tender/RFP along with their bid. The amount is nonrefundable.

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

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-K** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. Bidders may request clarifications on any clause of the RFP document. Any such request for clarification must be sent via email to dgm.marketing@sbi.co.in and ramanjeet.sidhu@sbi.co.in before the stipulated date. All such queries by e-mail should be received in the suggested template (Annexure K), on or before the time stipulated for the said purpose in the Time Schedule for RFP process. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para v below.
- iv. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- v. SBI reserves the right to amend, rescind or reissue the RFP, at any time

prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. SBI also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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

10. Contents of Bid documents:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

11. Earnest Money Deposit (EMD):

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

12. Bid Preparation and submission:

i. The Bid is to be submitted separately for technical and Price on GeM portal **for providing Public Relations Services for SBI in response to the RFP No CC/M&C/2023-24/03 dated 12.09.2023.**

ii. Documents mentioned below are to be uploaded on GeM portal with digital signature of authorised signatory:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of Appendix-A on Bidder's letter head.
- (c) Proof of remittance of EMD as specified in this document.
In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 13(ii).
- (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix-B and technical eligibility criteria on the lines of Appendix-C.
- (e) Bidder's details as per Appendix-D on Bidder's letter head.
- (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
- (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- (h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 13(ii).
- (i) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.

iii. Indicative Price Bid for providing Public Relations Services for SBI in response to the RFP No. CC/M&C/2023-24/03 dated 12.09.2023 should contain only indicative Price Bid strictly on the lines of Appendix-F. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iv. Bidders may please note:

- a. The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- b. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- d. 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. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- e. It is mandatory for all the bidders to have class -III Digital Signature certificate (DSC) (in the name of the person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- f. Bids are liable to be rejected if only one (i.e., Technical Bid or Indicative Price Bid) is received.
- g. 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.
- h. The Bidder must provide specific and factual replies to the points raised in the RFP.
- i. The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- j. All the enclosures (Bid submission) shall be serially numbered.
- k. Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online bids.
- l. Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened due to virus or otherwise, during the Bid opening, the Bid is liable to be rejected.
- m. The Bank reserves the right to reject Bids not conforming to above.

13. Deadline for Submission of Bids:

- a) Bids must be submitted online on GeM (Government e Marketplace) portal by the date and time mentioned in the “Schedule of Events”.
- b) Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre- Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Schedule of Events, failing which Bid will be treated as non-responsive.
- c) 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.
- d) 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.

14. Modification and Withdrawal of Bids:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on GeM portal, 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 in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

15. Period of Validity of Bids:

- i. Bids shall remain valid for 180 days from the date of last date of bid

submission. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.

- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- iii. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

16. Bid integrity:

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

17. Bidding process/opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. 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.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids 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 indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete,

required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP 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:

- 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 along with supporting documents to 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 and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

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 35 marks out of 70 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 F1. The bidder with the highest Score as per Annexure F1 will be selected.
- vi. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the evaluation process, failing which Bank may take appropriate action including rejection of the Bid and awarding the work to other bidders, as well as debarring the said bidder from participating in further RFP's/Tenders of the Bank.

20. Contacting the Bank:

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

21. Award Criteria:

- i. Bank will notify successful Bidder in writing by letter or email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

- ii. The successful Bidder will have to submit a Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-H** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

22. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any,

suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

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

23. Waiver of Rights :

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

24. Contract Amendments:

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

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

26. Performance Bank Guarantee:

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

27. Penalties:

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

28. Right to Verification:

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

29. Purchase Price:

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

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

30. Right to Audit:

- i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled 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 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.

31. Subcontracting:

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

32. Validity of Agreement:

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

33. Limitation of liability:

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

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

have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

34. Confidentiality:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 9 of Service Level Agreement placed as Appendix to this RFP.

35. Delay in the Service provider's Performance:

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

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

- i. The service provider is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The service provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.

- iii. The service provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The service provider is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. The service provider shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-J** of this document.

37. Patent Rights/Intellectual Property Rights:

- i. For any licensed software used by the finally selected service provider for performing services for the Bank, the service provider shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of service provider/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The service provider shall, at its own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- iii. The service provider shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the service provider shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the service provider of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the

claim, and shall at no time admit to any liability for or express any intent to settle the claim.

38. Liquidated Damages:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

39. Conflict of Interest:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder,

its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with

such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

40. 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

Empanelment/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 contracts. Following grades of debarment from empanelment/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 empaneled 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 empanelment 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 empanelment/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 empaneled 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 empanelment, wherever such Vendor is empaneled, 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 empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 39(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 empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- 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 performance guarantee or any other 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.

41. Termination for Default:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
 - (b) If Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
 - (c) Violations of any terms and conditions stipulated in the RFP;
 - (d) On happening of any termination event mentioned in the RFP/Agreement.

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

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service

Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

42. Force Majeure:

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

43. Termination for Insolvency:

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

44. Termination for Convenience:

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

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

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

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

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

46. Governing Language:

The governing language shall be English.

47. Applicable Law & Jurisdiction:

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

48. Taxes and Duties:

- a. The service provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the service provider shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST/Service tax, VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet (**Annexure- F**).
- c. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-F**.
- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items/services for which orders have been placed during that period.
- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

- f. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

49. Tax deduction at Source:

i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect 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.

50. Exemption of EMD:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for

exemption of EMD.

- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without EMD will be summarily rejected and no queries will be entertained.

51. 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.

52. Terms of Payment:

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

53. Other Information:

- i. 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**

SI No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	General Manager (CC&M) Corporate Centre, 9 th Floor State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai -400021 Email: gm.ccc@sbi.co.in dgm.marketing@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	From 12.09.2023 to 04.10.2023 on Bank's Website: https://bank.sbi/web/sbi-in-the-news/procurement-news and GeM Portal
3	Last date for requesting clarification	Upto 2:00 PM on 16.09.2023 All communications regarding points / queries requiring clarifications shall be given by e-mail on dgm.marketing@sbi.co.in , ramanjeet.sidhu@sbi.co.in
4	Pre - Bid Meeting at (venue)	At 03:00 PM 20.09.2023 through Microsoft Team/Webinar preferably. (Max. Two representatives per bidder will be allowed to participate). (Only written queries submitted by the bidders till stipulated date and time will be discussed and clarified in the meeting)
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	22.09.2023 on Bank's website and GeM Portal
6	Last date and time for Bid submission	Upto 3:00 PM on 04.10.2023
7	Address for submission of Bids	The General Manager CC&M, Corporate Centre, 9 th Floor, State Bank Bhavan, Madam Cama Road, Mumbai -400021
8	Date and Time of opening of Bids	04:00 PM on 04.10.2023



RFP for PR Agency

		Authorized representatives of Bidders may be present online during opening of the Technical bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.	
9	Date of Presentation	The bidders shall be advised separately through email for making their presentations on a subsequent date.	
10	Opening of Commercial Bids	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Earnest Money Deposit	Rs. 10 Lacs	Validity period from the date of Bid opening: 180 days
12	Performance Bank Guarantee	Rs. 20.00 lacs	



ANNEXURE-A

BID FORM (TECHNICAL BID)

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

Date: _____

To:
The General Manager
Corporate Communication & Marketing,
9th Floor, Corporate Centre,
State Bank Bhavan,
Madam Cama Road, Mumbai -400021

Madam/Dear Sir,

Ref: RFP No. CC/M&C/2023-24/03 dated 12.09.2023

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the agency 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.
- The price submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The price submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- The rate quoted in the price *Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as available at **Annexure-L** of this document and the rates

quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

5. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid. We shall make available to the Bank any additional information it may find necessary or require 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 enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form (Annexure -L) and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
16. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
17. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
18. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP
19. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of 2023

(Signature) (Name)
(In the capacity of)



Duly authorised to sign Bid for and on behalf of

Seal of the company.

**Annexure-B****Bidder's Eligibility Criteria**

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

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be 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 India for more than 7 years	Yes/No	Copy of the Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. In case of proprietorship/partnership firms please submit copy of trade license and GST certificate/partnership deed.
3.	The Bidder must have a minimum average turnover of Rs. 10 crore from PR services during the last 3 financial years, FY 2019-20, FY 2020-21 and FY 2021-22.	Yes/No	Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2019-20, FY 2020-21 and FY 2021-22.
4.	The Bidder should be a profitable organization (on the basis of PAT) for at least 3 out of the last 4 financial years namely FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22	Yes/No	Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22

5.	The bidder should have provided public relations services to at least 10 different companies on retainership basis in each of last 3 financial year i.e. , FY 2019-20, FY 2020-21 and FY 2021-22	Yes/No	PR Agreement with the clients or Undertaking from clients on client's letterhead or Purchase Order from client. Minimum 10 Client certificate for each year along with Self Certification of total client list for each year separately. The retainership services provided during the course of each financial year will be acceptable only when the retainership period is minimum 3 months in that particular financial year.
6.	Bidder should have capabilities to develop any kind of content such as press release, news article, white paper including translations, blog content creation	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 breach of contract/deficiency in Services/ fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP as well as they should not have been debarred/blacklisted for breach of contract/ deficiency in Services/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or	Yes/No	Bidder should specifically confirm on their Letter Head in this regard.



	their agencies/departments anytime during the last three years..		
9.	The Bidder should agree to the terms and conditions of Service Level Agreement as per Annexure-L , should they become the successful bidder.	Yes/No	Bidder should specifically confirm on their letter head in this regard.
10.	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.
11.	The bidder should have their own full-fledged office at Mumbai. They should also have offices/resources to work at the other 16 LHO centers of the Bank.	Yes/No	A copy of latest Landline MTNL phone bill / Electricity bill/ Registration with Shops and Establishment Dept. / Registered rent or lease agreement in the name of bidder.

Agencies to note that Preference will be given to:

- Agency's primary business should be that of providing Public Relations to help organizations' meet business/ marketing objectives to grow their business.
- Agency in the PR industry with adequate staff strength with full back office support of technical staff across discipline. Experiences in either FMCG, Services, BFSI sector, Telecom, Airline or any other customer centric businesses would be preferred.
- Agency's talent pool should possess extensive experience to develop PR strategy, ideas, plan and execute them across the country in all formats / venues.
- Agency would be required to submit evidence of such claims, stated above, as part of their bid or presentation, if short listed.
- 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.

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

If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Signature

Seal of Company



Annexure-C

Technical Evaluation Criteria**PART - A**

S. No.	Evaluation parameters	Criteria	Assigned marks	Max Score
1.	Years of Experience in providing PR Services as on 31.03.2023.	More than 15 years	15	15
		More than 10 years to 15 Years	10	
		More than 7 Years to 10 years	8	
2.	Average Annual Turnover (In Rupees)	More than 75 crore	15	15
		More than 25 crore to 75 crore	10	
		10 crore to 25 crore	8	
3.	Total No. of Clients to whom the bidder has provided PR services on retainership basis in the previous three years namely FY 19-20, FY 20-21 and FY 21-22	More than 50	20	20
		26-50	15	
		10-25	10	
4.	Presence in cities where SBI has its LHOs (Mumbai, Delhi, Bengaluru, Chennai, Kolkata, Guwahati, Lucknow, Hyderabad, Amravati, Patna, Jaipur, Chandigarh, Ahmedabad, Trivandrum, Bhopal & Bhubaneswar)	More than 15	20	20
		10-14	15	
		6-9	12	
		Less than 5	10	
	Total			70

**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	10	30
ii.	Case Study	10	
iii.	Long Term/Short Term Approach for the Bank	10	

The bidders who score at least 50% marks both in Part A and Part B (i.e. at least 50 marks out of total 100) for the Technical Evaluation, will be eligible for the commercial bid opening stage.



Annexure-D

Bidder Details

Details of the Bidder

S. No.	Particulars	Details
1.	Name and address of the bidder	
	Name, Mobile number and email of the bidder agency's contact official	
2.	Address of Head office of the 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 a. Name b. Designation c. Address d. Phone Number (Landline) e. Mobile Number	



	f. Fax Number g. Email Address	
8.	Details of Statutory registrations of the Agency	

Signature and Seal of Company

Scope of Work**1. STRATEGY**

- Design and implement the Bank's corporate communications strategy with a longterm perspective.
- Articulate short-term and long-term objectives with specific, actionable and measurable initiatives to build positive saliency for the Bank by moulding opinion among various stakeholders' i.e. customers, investors, media fraternity, analysts, government and public at large.

2. MEDIA RELATIONS

- Maintain excellent media relations to ensure adequate and positive coverage of the Bank in a sustainable manner.
- Assist in managing one to one relationship of the Bank's key management /spokespersons with all identified media professionals through appropriate relationship building methods.
- Provide and maintain an updated list of media professionals relevant to the Bank.
- Disseminate information nationally /locally in various media i.e. print, electronic, digital and other emerging media.
- Assist the Bank for its positive coverage in Digital, Social and any other emerging media.

3. MEDIA MONITORING

- National: Track mainline, regional, business, trade publications, electronic and digital media to monitor media coverage about the Bank on a day to day basis. Prepare and submit reports on daily basis (soft copy and hard copy) covering news on SBI in particular and Banking related news (Banking and Financial services) in general.

- International: Track international digital publications (mainline, regional, business & trade publications) to monitor media coverage about the Bank on a day to day basis. Prepare and submit reports on daily basis (soft copy/digital access) covering news on SBI in particular and Banking related news (Banking and Financial services) in general.
- Submit a comprehensive Share of Voice report at the end of every month giving detailed coverage of the Bank and analysis of the same in print, electronic and digital media vis-a-vis its major competitors.
- Bank will also require real time news alerts from social/digital media for any adverse news coverage.
- To devise communication strategy for better investor and analyst relations

4. CRISIS MANAGEMENT

- Timely intimation to the Bank about any coverage that is detrimental to the interest of the Bank and advisory thereof to minimize/avoid any detrimental impact on the Bank/brand within circumstantial timelines.

5. CORPORATE COMMUNICATIONS

- Internal: Assist the Bank on a need basis in publishing internal House Journals/ Magazines, employee communications and similar other documents published.
- External: To generate adequate earned coverage across media platforms for any strategic initiatives, announcements, and new product launches.
- Media Training: Provide media training programs for authorized spokespersons of the Bank at regular intervals.

- 6. MARKET INTELLIGENCE: Provide information about the media industry and competitors action on a regular basis.

7. **EVENT MANAGEMENT:** To help Bank organize and conduct press conferences for any strategic announcements, product launches, investor/analyst meets, corporate road shows etc.

8. **GEOGRAPHIC PRESENCE:** Agency must have its presence in Mumbai where the Bank's Corporate Centre is located. Agency's presence either through their own offices/representatives at Bank's 17 Local Head Offices situated in different parts of the country is also required.

9. **KEY DELIVERABLES BY THE AGENCY**

- Achieve at least 60% earned positive coverage for SBI.
- Achieve earned coverage for various Business Units of SBI proactively.
- Minimize/contain adverse news coverage across media platforms.
- Conduct media dipstick at regular intervals nationally
- Provide consultancy on all aspects of the Bank's communication needs, especially on the issues that impact corporate reputation.
- Develop and maintain annual PR calendar & Economic Calendar to include predictable events and planned responses which enhance banks image.

10. **REPORTING REQUIREMENTS**

Agency agrees to provide:

- A monthly activity report and SOV report of the activities conducted.
- Quarterly and annual review to monitor progress and effectiveness of PR initiatives.
- Coverage report of the Press Releases, Press Conferences or any other major instance as per the requirement.
- Daily News Synopsis and newspaper clippings (Hard Copy & Soft Copy) of the Bank, its competitors along with industry news

11. DIGITAL PR

- Create a coordinated and comprehensive brand strategy.
- Facilitate distribution of all press releases, media announcements, etc. to target online media.
- Building and maintaining relationships with key content writers and emerging online/digital journalists to gain 'press hits', and citations.
- To engage with influencers/bloggers at regular intervals to garner positive conversation about the banks and its products and services.
- Help in creating two-way conversations and authentic dialogue with readers, generating opportunities for brand interaction and customer engagement.



Annexure-F

Indicative Commercial Bid

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

RFP No: _____ Amount in Rupees
against which submitted

Item	Amount in Rupees
Monthly Retainer Fees For PR Services	_____/Month + Applicable Taxes

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Note for the Bidder:

- Retainership fee 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

Annexure-F 1**Techno-Commercial Evaluation**

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

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

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

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

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

HT = Highest Technical Evaluation Score among the "Qualified Agencies" in the Technical Evaluation

LC = Lowest Monthly Retainership Fees among the qualified Agencies as quoted in Indicative Commercial Bid

C = Monthly retainership Fees quoted by each agency as quoted in Indicative Commercial Bid

The bidder scoring the maximum **Score** will be the successful bidder.



ANNEXURE-G

FORMAT FOR EMD BANK GUARANTEE

To:

Dear Sir,

**EMD BANK GUARANTEE FOR
PUBLIC RELATIONS SERVICES FOR SBI TO MEET SUCH REQUIRMENT
AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP NO.
CC/M&C/2023-24/03 dated 12.09.2023**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and various other branches/offices/Business units in India and abroad has invited Request for Proposal to provide Public Relations services as are set out in the Request for Proposal No. CC/M&C/2023-24/03 dated 12.09.2023

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. 10,00,000/- (Rupees Ten Lac only) as Earnest Money Deposit.

3. M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish a guarantee in respect of the said sum of Rs 10,00,000/- (Rupees Ten Lac only)

4. NOW THIS GUARANTEE WITNESSETH THAT

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

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

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs 10,00,000/-(Rupees Ten Lac only)
- b) Our liability under these presents shall not exceed the sum of Rs 10,00,000/-(Rupees Ten Lac only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us on or before____(date to be filled by BG issuing bank), all the rights of the SBI against us under



this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

- g) This guarantee shall be governed by Indian laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

Authorized official.

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



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

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2023 by (Name of the Bank) having its Registered Office atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and its Marketing & Communications Department at 9th Floor, State Bank Bhavan, Nariman Point, Mumbai, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide Public Relations services for SBI (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. CC/M&C/2023-24/03 dated 12.09.2023.

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

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



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

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

NOW THIS GUARANTEE WITNESSETH THAT

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

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.



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

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs 20,00,000/- (Rupees Twenty Lac only)
- (b) This Bank Guarantee shall be valid upto.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before (date which is 1 year after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

Authorised official

ANNEXURE-I**Penalties**

1. Any damage caused to the reputation of the bank due to any mismanagement in the handling or execution of the public Relation by the agency or its subcontractors, it will be liable to pay 3 times the cost of the monthly retainership fees paid by the bank within 30 days.
2. If the agency uses the brand/name of the bank for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the Bank.
3. If the agency after taking up the work for a Public Relation, leaves it in incomplete due to any reason, the agency would have to pay 3 times the cost of the monthly retainership paid by the Bank.



ANNEXURE-J

NON-DISCLOSURE AGREEMENT

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

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

And

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

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

(a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

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

- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a. Suspension of access privileges
 - b. Change of personnel assigned to the job
 - c. Financial liability for actual, consequential or incidental damages
 - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.

- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for resolution of their disputes in terms of the Dispute Resolution mechanism contemplated under the RFP/Contract
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.



5. **Suggestions and Feedback**

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

Dated this _____ day of _____ 2023 at _____
(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		



ANNEXURE-K

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

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



ANNEXURE-L

Service Level Agreement

Attached separately as Service level Agreement



Annexure M

(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 N

(On Agency's letter head)

TO WHOM SO EVER IT MAY CONCERN

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

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 O

[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	2019-20	2020-21	2021-22	2022-23
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 P

(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 Q

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

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

To,

Dear Sir,
Ref.: RFP No.: _____ Dated _____

CERTIFICATE UNDER GENERAL FINANCIAL RULES (GFRS), 2017

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

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

Name & Signature of Authorised Signatory

Seal of Company