



REQUEST FOR PROPOSAL (RFP) TO APPOINT DIGITAL MARKETING AGENCY

RFP NO: CC/M&C/2017-18/02 Dated: 08.08.2017

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| <p>State Bank of India, Marketing & Communications Dept., Corporate Centre, Mumbai.</p> |
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INDEX

| SN | Description | Page No. |
|----|---|----------|
| 1 | Important dates | 3 |
| 2 | Disclaimer | 4 |
| 3 | Definitions | 5 |
| 4 | Overview | 6 |
| 5 | Purpose of appointment | 7 |
| 6 | Clarification/amendment of RFP document | 7 |
| 7 | Conflict of Interest | 7 |
| 8 | Scope of work | 8 |
| 9 | Powers to vary or omit work | 9 |
| 10 | Eligibility criteria | 10 |
| 11 | Submission of bids | 11 |
| 12 | Earnest money | 12 |
| 13 | Selection process | 13 |
| 14 | Evaluation of bids | 13 |
| 15 | Terms of appointment | 16 |
| 16 | Governing laws and disputes | 17 |
| 17 | Cancellation of contract | 17 |
| 18 | Termination for default and liquidity damages | 18 |
| 19 | Transition clause | 18 |
| 20 | Validity of bid | 19 |
| 21 | Terms of payment | 19 |
| 22 | Annexure/ format to be used for enclosures | |
| 23 | BID/Proposal | 20 |
| 24 | Financial bid for appointment of digital agency | 25 |
| 25 | Authorization to sign documents | 27 |
| 26 | Bid submission letter | 28 |
| 27 | Annexure-C | 29 |
| 28 | Declaration-cum-certificate | 30 |
| 29 | Status of litigators pending pertaining to the bidder | 31 |
| 30 | CV of professional staff to be engaged with SBI | 32 |
| 31 | Annexure – G | 34 |

IMPORTANT DATES

| | | |
|---|--|---|
| 1 | Date of commencement of Bidding Process (Posting of Tender document on Web Site / Publication of Tender) | Date: August 09, 2017 Time: 10.00 IST |
| 2 | Last date and time for downloading Bidding documents | Date: August 23, 2017 Time: 17:00 IST |
| 3 | Last date and time for receipt of written queries for clarification from bidders | Date: August 19, 2017 Time: 17:00 IST |
| 4 | Pre-Bid Meeting | Date: August 22, 2017 Time: 15:00 IST |
| 5 | Last Date and Time for Bid Submission | Date: September 07, 2017 Time: 17:30 IST |
| 6 | Date and Time of Technical Bid Opening | Date: September 12, 2017 Time: 16:00 IST Representatives of bidders may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidders representatives Place of opening of bids : State Bank Bhavan, Nariman Point, Mumbai-21 |
| 7 | Date for presentation | Will be advised to shortlisted bidders separately |
| 8 | Date of commercial bid opening | |
| 9 | Address for communication (Bank) | Chief Marketing Officer State Bank of India, Marketing & Communication Dept., State Bank Bhavan, 9 th Floor, Nariman Point, Mumbai-400021 Contact Number: 022-22740940 Fax: 022-22742882 Email: cmo@sbi.co.in |

DISCLAIMER

1. This document does not constitute nor should it be interpreted as an offer from the Bank to engage agency on record for creative services.
2. This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.
3. It should not be assumed that there shall be no deviation or change in this document. Whenever any change, amendment, alteration or deletion in the terms of RFP document is warranted it will be notified on Bank's website.
4. While this document has been prepared in good faith, neither the Bank nor any of its officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
5. This document constitutes no form of commitment on the part of the Bank.

SPECIFICATIONS FOR REQUEST FOR PROPOSAL (RFP)

1. DEFINITIONS

- (a) "Agency", "Firm", "Company", "Bidder" means any entity or person or associations of persons who submit their proposals for providing Services to SBI in accordance with this RFP.
- (b) "Assignment / job" means the work to be performed by selected Digital Agency pursuant to the Contract.
- (c) 'Bank' means 'State Bank of India' or 'SBI'.
- (d) "Contract" means the agreement in a format approved by SBI, to be executed between SBI and the selected/successful bidders as per this RFP for the services as per the terms and conditions approved by the SBI and in accordance with the Terms of Reference(TOR).
- (e) "Day" means English calendar day.
- (f) "RFP" means this Request for Proposal issued by SBI for the appointment of Digital Agency
- (g) "SBI" means 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 through its Marketing & Communications Department at Corporate Centre, Mumbai.
- (h) Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- (i) Proposal or Bid means the bidder's written reply or submission in response to this RFP.
- (j) Financial Bid means Commercial Bid and vice versa.

2. Overview

2.1 State Bank of India (SBI) is India's largest Bank with a network of more than 24000 branches and 59000 ATMs spread across India. The Bank has presence in 36 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

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

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

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

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

2.6 SBI may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. SBI also reserves the right to not shortlist or appoint any particular or all agency (ies) without assigning any reasons, whatsoever.

3. PURPOSE OF APPOINTMENT

SBI is interested in appointing a Digital Agency at the corporate level for a period of three year, subject to annual performance review. The Digital Agency shall be responsible for all Digital Marketing Communication across various media.

4. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENT

4.1 Agencies may request clarifications on any clause of the RFP documents by raising queries via email to cmo@sbi.co.in before the time and date stipulated for the said purpose. 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.

4.2 SBI may at its sole discretion, but without being under any obligations to do so, amend, update, clarify, modify or supplement the RFP by issuing an addendum/corrigendum/clarification in writing, which, if any, will be posted on the bank's website at bank.sbi under Procurement New and shall be binding on all the concerned. To enable the bidders to take into account the impact of the amendments in their proposals, SBI may, at its sole discretion, extend the deadline for submission of proposals.

5. CONFLICT OF INTEREST

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

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

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

6. SCOPE OF WORK

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

Overall Digital Marketing Strategy:

6.1 The selected agency shall be responsible for the overall Digital Marketing and Communication campaigns including below deliverables:

Creating a roadmap pertaining to broad objectives of the bank

Identifying core business objectives of different products and services and suggest on-going campaigns

Media planning & execution:

Media selection including platforms like Search, GDN, GSP, Yahoo Native, Video promotions on Youtube or any other channels, Programmatic Marketing across various channels etc.

Designing of creatives, landing pages, Regular HTMLs, Specialised coding for landing pages/micro site etc. Whenever needed

Tools:

Designing tools such as calculators, animation films, mobile or web based application(s), flash presentation(s) etc.

Efficiencies and control:

Measuring reach/frequency, CPL/CPA for the digital campaigns

Optimizing the budgets to reach the targeted lead numbers

Ensuring high lead quality with appropriate media mix

Track all the campaigns with the tools such as Google Tag Manager, Google Analytics and other relevant mechanisms to track customer journey and improve User Interface to minimize drop outs. Assist Bank's IT team with the implementation of the relevant codes/functionalities on our various digital assets.

Keep a complete track of all campaigns and submit post evaluation reports for each campaign and monitor campaign on day-to-day basis during campaigns to suggest alterations, if required.

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

6.3 The agency will have to keep a track of all campaigns, provide an update on Digital Marketing trends / activities of competition (with the use of platforms like Similar Web, Comscore, Google Analytics etc.) and provide analysis of the same on monthly basis. Reports such as Sentiment Analysis, Share of Voice to be provided along with actionable strategy.

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

6.5 SBI reserves the right to negotiate and engage directly with the media concerned if circumstances require for the release of advertisement(s). If it happens the same will be informed to the appointed agency.

6.6 SBI proposes to appoint an Agency of record for Digital Marketing and Communications for a period of 3 years. However it will be subject to annual performance review. The agency will also be evaluated periodically on quarterly and / or on campaign basis.

7 POWERS TO VARY OR OMIT WORK

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

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

The finally selected bidder shall carry out such variation and be bound by same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms the concerned bidder's instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable commercial implications.

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

7.4 In any case where the successful bidder has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work which

either then or later on, will in the opinion of the finally selected bidder involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

7.5 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

8 ELIGIBILITY CRITERIA

Reputed agencies meeting the following minimum criteria as on the date of RFP are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

8.1 The Agency's turnover for last 3 consecutive financial years i.e. F.Y. 2013-14, 2014-15 and 2015-16 should be at least Rs. 20 Crores (sum total of 3 consecutive financial years) as per audited balance sheets. (The clients can be based out of India or overseas)

8.2 Recognition in the form of industry acclaimed awards specific to Digital Marketing campaigns would be an added advantage.

8.3 The Agency should have a minimum experience of at least 5 years in Digital Marketing and preferably experience in the BFSI sector.

8.4 The Agency should have accomplished major campaigns of minimum Rs 50.00 lacs and above during each of the last 3 financial years for a single product/service/brand

8.5 The Agency should have a full-fledged office in Mumbai and shall allocate a dedicated team (separate from any other BFSI brands the agency may be managing) to execute digital media campaigns across all digital platforms. The agency will be required to furnish the list of personnel who will be assigned to service the SBI account along with a brief profile of their /career experiences.

8.6 The agency's ability to plan and buy digital media platforms for overseas markets

8.7 The Agency shall not have been blacklisted / debarred by any Central / State Government/Public or Private Sector Undertakings or any related bodies of the media / advertising industry.

8.8 The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.

8.9 The Agency should be a full-service agency offering digital agency services across not just conventional media, but rural media, content advertising such as in-film and new/emerging media in the digital arena,

8.10 The agency should be able to extend to SBI the same standard of industry credit that it enjoys from different digital platforms.

The 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 bids not substantially responsive to this document in every respect will be at the agency's risk and may result in rejection of the bid.

9 SUBMISSION OF BIDS

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

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

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

9.4 The signed proposal shall be marked "ORIGINAL". The agencies should adhere to all instructions and submit relevant documents which have been specified in the RFP. Submission of applications without complying with the instructions will result in their rejection. Please submit the signed copies of the Technical Bid (Form-A) and Financial Bid (Form B) in 2 separate sealed envelopes only which will be used as basis for the legally binding offer. The bids should be accompanied by the documents specified in the Annexures to this RFP.

9.5 The Financial Bid should be quoted and presented in a separate sealed cover. Please highlight the retainer fee which does not include and indicate taxes separately. The Financial Bid should not include any conditions attached to it and any such conditional Financial Bid shall be liable for rejection. The Agency shall express the fee in Indian Rupees only.

9.6 The signed original bid be placed in a sealed envelope clearly marked "TECHNICAL".

Similarly, the signed original Financial/Commercial Bid shall be placed in a sealed envelope clearly marked "Financial Bid" followed by the name of the Assignment/job i.e. SBI Digital Agency. The envelopes containing the Technical Bid and the Financial Bid must be placed in an outer envelope and sealed. This outer envelope shall be super scribed "Proposal for Selection of Digital Agency - SBI"

9.7 The Financial Bid shall contain the documents to be submitted in the standard formats given in FORM B of this RFP Document.

9.8 The completed proposal to be submitted along with the requisite enclosures and demand draft of Rs. 5,000/- towards fee of RFP (non-refundable) favoring "State Bank of India" payable in Mumbai.

9.9 SBI shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for rejection of Proposal and no communication will be entertained in this regard.

The sealed envelopes should be clearly marked "Proposal for Selection of Digital Agency" and should be submitted on or before _____, 2017, before 1:00 pm.

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

10. EARNEST MONEY

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

11 SELECTION PROCESS

11.1 All Proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned under the heading Eligibility Criteria of this RFP. The proposals which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection.

(Note: Please submit the signed copies of the Technical Bid (Form A) and Financial Bid (Form B) in two separate sealed envelopes only which will be used as basis for the legally binding offer.)

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

11.3 All eligible shortlisted agencies will be called for presentation before the Selection Committee. The date for presentation will be intimated to the short listed agencies by Email/Telephone.

11.4 SBI will evaluate only those proposals, which meet the technical eligibility criteria as well as complete and responsive in all respects, for comparison and final selection.

11.5 SBI will follow the two bid system i.e. Technical Bid and Financial Bid. The financial bids of only those agencies shall be opened who are found technically qualified and the qualified agencies shall be intimated by the authorized officer

12 EVALUATION OF BIDS

12.1 The weightage assigned for technical evaluation is 60% and for Financial/Commercial evaluation is 40%.

12.2 TECHNICAL SCORING PATTERN

| S N | Particulars | % Allocation |
|--------|--|--------------|
| 1 | Years of Agency Experience in Digital Marketing | 20 |
| 2 | Credential and Strategy Presentation for SBI on Digital Marketing | 40 |
| 3 | Awards and Recognition to the Agency in the last 3 years (Industry Recognised) | 20 |
| 4 | Quality of Client List and retention of clients. | 20 |
| | | 100 |

EVALUATION PATTERN

| | | |
|---|---------------------|----|
| 1 | Years of Experience | 20 |
|---|---------------------|----|

Criteria for evaluating experience (S. No 1)

| S. No | Particulars | Scores | Pattern |
|-------|--|--------|------------------|
| a | Total experience of Agency in Digital Marketing | 10 | Relative Scoring |
| b | Total experience of Agency in servicing BFSI | 10 | Relative Scoring |
| c | Total experience of Agency in servicing Non BFSI | 10 | Relative Scoring |
| d | Total experience of Agency in servicing Large Corporate Client | 10 | Relative Scoring |
| e | Total experience of Agency in servicing Mid Corporate | 10 | Relative Scoring |
| f | Total experience of Agency in servicing Start-ups | 10 | Relative Scoring |

SCORES = [{Scores (a) + Scores (b) + Scores (c) + Scores (d) + Scores (e) + Scores (f)}/6]*2

| | | |
|---|---|----|
| 2 | Credential and Strategy Presentation for SBI on Digital Marketing | 40 |
|---|---|----|

| S. No | Parameters | Scores |
|-------|--|--------|
| 2.1 | Strategic Thinking | 20 |
| 2.2 | Credentials | 10 |
| 2.3 | Innovations executed, if any, please specify by giving details. | 10 |
| 2.4 | Digital Communication Delivery Concepts | 10 |
| 2.5 | (a).Quality of Team working for SBI (b) No: of resources assigned to SBI by understanding the business requirement. | 20 |
| 2.6 | Appreciation of the Pitch | 10 |

Total weightage of S. No. 2 = {Scores (2.1) + Scores (2.6)}*0.5

| | | |
|---|--|----|
| 3 | Awards and Recognition to the Agency in the last 3 years (Industry Recognised) | 20 |
|---|--|----|

CRITERIA FOR EVALUATING RANKING – Awards and Recognition to the agency (S.No.3)

| Awards | Scores |
|------------|--------|
| 1 | 2 |
| 2 | 4 |
| 3 | 6 |
| 4 | 8 |
| 5 | 10 |
| 6 | 12 |
| 7 | 14 |
| 8 | 16 |
| 9 | 18 |
| 10 or more | 20 |

| | | |
|---|---|----|
| 4 | Criteria For Evaluating Client List and retention of clients. | 20 |
|---|---|----|

CRITERIA FOR EVALUATING CLIENT LIST (S. No 5) (a) - (b) - (c)-(d)

Optimum Matrix for No of Clients (a)

| | | | |
|-----------------------|----|---|--------------------------|
| Total list of clients | 20 | 1 to 8 9 to 15 16 to 20 More than 20 | 13* 15* 18* 20* |
|-----------------------|----|---|--------------------------|

**The evaluation of Score on Client list is based on pattern mentioned below

Pattern for evaluating the width of Accounts (b)

| S. No | Evaluation Pattern on Width of Indian Accounts | Score |
|-------|---|---------------------------|
| 1 | If the client list is 50 % BFSI and 50% Non BFSI | No reduction (Full Score) |
| 2 | If the client list is 70% and more BFSI & 30 % and Less Non BFSI | Reduce 3 from Total score |
| 3 | If the client is 100 % BFSI and 0% Non BFSI | Reduce 5 from Total score |
| 4 | If the client list is less than 50 % BFSI and more than 50 % Non BFSI | Reduce 2 from Total score |

Pattern for Evaluating Quality of accounts (c)

| S. No | Evaluation Pattern on Quality of Indian Accounts | Score |
|-------|--|----------------------------|
| 1 | If the client list contains 50% Large Corporates , and | No reduction (Full Score) |

| | | |
|---|--|---------------------------|
| | 50% Mid corporates, Small corporates & Start-ups | |
| 2 | If the client list is less than 50% Large Corporates ,and more than 50% Mid corporates, Small corporates & Start-ups | Reduce 3 from Total score |
| 3 | If the client list is only Large Corporates / Top Brands | Reduce 2 from Total score |

Pattern for Evaluating New accounts that were acquired in the last three years and how many are continuing Score (d)

| S. No | Evaluation Pattern on retention of Client Accounts | Score (b) |
|-------|--|----------------------------|
| 1 | 90% to 100 % of the clients that they have acquired within 3 years is retained | No reduction (Full score) |
| 2 | 75% to 90 % of the clients that they have acquired within 3 years is retained | Reduce 2 from Total Score |
| 3 | 50% to 75 % of the Clients that they have acquired within 3 years is retained | Reduce 3 from Total Score |
| 4 | 30% to 50% of the clients that they have acquired within 3 years are retained | Reduce 5 from Total Score |
| 4 | Less than 30 % of the Clients that they have acquired within 3 years is retained | Reduce 7 from Total Score |

13 TERMS OF APPOINTMENT

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

13.1 SBI RESERVES THE RIGHT:

13.1_1. To accept or reject any or all the proposals;

13.1_2. Cancel the RFP process at any time without assigning any reasons therefor;

13.1_3. Re-issue the RFP, if cancelled

The appointed Agency will have to execute a contract with the SBI in the format approved by SBI, which will be delivered to them upon their appointment.

13.2 The Agency or its personnel shall not disclose any confidential/vital information which are disclosed / provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of SBI and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency shall be required to sign a non-disclosure agreement with SBI to this effect or undertake confidentiality obligation and this effect in the contract to be executed with SBI.

13.3 The empanelment does not guarantee any minimum business.

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

13.5 The Agency is expected to be sincere and prompt in responding to the call of SBI. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agency should be able to execute order at short notices and even on holidays.

13.6 The rates approved by SBI shall be treated as final. In case of any revision thereof for whatever reasons, the Agency shall intimate the same to SBI immediately and seek fresh approval.

13.7 SBI reserves the right to invite agencies outside the empanelled agencies, in cases it is deemed fit to do so or if the empanelled agency is unable to meet the expectations of the bank.

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

14 GOVERNING LAW AND DISPUTES

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

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

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

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

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

15. CANCELLATION OF CONTRACT

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

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

16. TERMINATION FOR DEFAULT AND LIQUIDITY DAMAGES

16.1 Delivery of the solution and performance of the services shall be made by the selected bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP / Contract. Any delay in performing the obligation / defect in performance by the consultant may result in imposition of liquidated damages.

16.2 If the selected bidder fails to perform services within the stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% of the Annual Retainer Fee for delay by a fortnight or part thereof maximum up to 25% of Annual Retainer Fee. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

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

17. TRANSITION CLAUSE

In the event of failure of the selected bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the services contracted with another agency. In such case, the Bank shall give prior notice to the existing selected agency. The existing selected bidder shall continue to provide services as per the terms of contract until a 'New Agency' completely takes over the work. During the transition phase, the existing selected bidder shall render all reasonable assistance to the New Agency within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If the existing agency is in breach of this obligation, they shall be liable for paying penalty of 25% of the Annual Retainer Fee on demand to the Bank, which may be settled from the payment of invoice for the contracted period.

18 VALIDITY OF BID

The commercial bid shall be valid for a period of 180 days from the closing date of submission of bid. In exceptional circumstances, the bank may request the bidders consent to extend the period of validity of bid. A bidder is free to refuse such request.

19 TERMS OF PAYMENT

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

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

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

19.4 The Tax and VAT component shall be payable as applicable and as per actual.

OTHER INFORMATION

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

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

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

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

19.9 The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. SBI may assist the agency in this regard, wherever possible.

19.10 The agency will at no time resort to plagiarism. 'SBI' will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

Form - A

BID/PROPOSAL

| SN | Parameters | Particulars/Description | | | |
|----|---|-------------------------|----------------------|-----------------|----------------------|
| 1 | Name & Address of the Agency/Firm (Details of Tel. Fax, Email) | | | | |
| 2 | Constitution of the Agency/Firm (Proprietorship / Partnership / Joint venture or registered under Companies Act enclose necessary documentary proofs) | | | | |
| 3 | Date of Establishment | | | | |
| 4 | Details of Statutory registrations of the Agency/Firm | SN | Registration for | Registration No | Date of Registration |
| | | 1 | PAN | | |
| | | 2 | TAN | | |
| | | 3 | VAT | | |
| | | 4 | Service Tax | | |
| | | 5 | Shop & Establishment | | |
| | | 6 | Other | | |
| | | 7 | | | |

| 5 | Name of Proprietor/Partners/ Directors of the Agency/Firm | | | | | | | | | | | | | | | | | | | | | |
|-------------|---|---|------------------------|------------------------------|-----------------------------------|---------------------------------|-------------|---------|---------|---------|-----------|--|--|--|------------|--|--|--|-----------|--|--|--|
| 6 | Details of 3 key functional personnel of the Agency/Firm (enclose details of bio-data, work experience and professional qualification of the key personnel who will work with SBI) | | | | | | | | | | | | | | | | | | | | | |
| 7 | Financials of the Agency/firm for the last 3 years (mention amount in crores Rs.) | <table border="1"> <tr> <th>Particulars</th> <th>2013-14</th> <th>2014-15</th> <th>2015-16</th> </tr> <tr> <td>Turn over</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net profit</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net-worth</td> <td></td> <td></td> <td></td> </tr> </table> | | | | | Particulars | 2013-14 | 2014-15 | 2015-16 | Turn over | | | | Net profit | | | | Net-worth | | | |
| Particulars | 2013-14 | 2014-15 | 2015-16 | | | | | | | | | | | | | | | | | | | |
| Turn over | | | | | | | | | | | | | | | | | | | | | | |
| Net profit | | | | | | | | | | | | | | | | | | | | | | |
| Net-worth | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Present Banker of the Agency/Firm (attach statement of each account for last 6 months) | S.N. | Name of the Bank | Branch and address | Account number | | | | | | | | | | | | | | | | | |
| | | 1 | | | | | | | | | | | | | | | | | | | | |
| | | 2 | | | | | | | | | | | | | | | | | | | | |
| | | 3 | | | | | | | | | | | | | | | | | | | | |
| | | 4 | | | | | | | | | | | | | | | | | | | | |
| 9 | Employees Details | Employees | | Nos | Work Exp in Digital Mktg | | | | | | | | | | | | | | | | | |
| | | Digital Marketing/Media Strategies | | | | | | | | | | | | | | | | | | | | |
| | | Digital Media Planner | | | | | | | | | | | | | | | | | | | | |
| | | Client services | | | | | | | | | | | | | | | | | | | | |
| | | Creative | | | | | | | | | | | | | | | | | | | | |
| 10 | Details of work sample if any | | | | | | | | | | | | | | | | | | | | | |
| 11. | Organisation chart (Use separate sheet to create the chart) | | | | | | | | | | | | | | | | | | | | | |
| 11 | Industry recognitions, awards and accolades won during last three years. (attach copy of certificates as enclosure) | | | | | | | | | | | | | | | | | | | | | |
| 12 | List of the existing clients (as per format given) (contact details will be used for checking references) | SN | Name of client/firm | Name of contact person | Phone | Empanelled/ engaged since | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| 13 | List of the clients acquired during last 3 years (as per format given) (contact details will be used for check references) | SN | Name of client/firm | Name of contact person | Phone | Empanelled/ engaged since | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |

| | | | | | | |
|----|--|--|---|--|--------|--------------------------|
| | | | | | | |
| | List of the clients lost in last 3 years (contact details will be used for check references) | SN | Name of client/firm | Name of contact person | Phone | Empanelled/engaged since |
| | | | | | | |
| | | | | | | |
| 14 | Major campaigns handled for single products/services/brand involving spent of Rs. 50 lacs and above during last three years (as per format given) | SN | Name of campaign | Media used | Amount | Name of client |
| | | | | | | |
| | | | | | | |
| 15 | Details regarding litigations Agency / Firm has (attach as enclosure - XIX) | SN | Other party of litigation / Dept./court | Agency/Firm status (Applicant /Respondent) | | |
| | | 1 | | | | |
| | | 2 | | | | |
| | | 3 | | | | |
| 16 | Tools used in day-to-day operations (mention all research, analytics, lead capture any other innovation tools used in daily operations) | | | | | |
| 17 | If Agency/ Firm is maintaining website, its URL | | | | | |
| 18 | Provide a case study in 10 slides where the agency has executed the mentioned details for any of their clients : | <ul style="list-style-type: none"> • Expertise in search • Award winning Innovations in campaigns • Optimization of media budgets by drastically reducing CPL/CPA • Lead analysis and actions to improve lead quality • Integration with traditional and social media • Viral marketing • Brand security measures | | | | |
| | | | | | | |

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, SBI reserves the right to remove us as appointed Design Agency, if appointed, with immediate effect and SBI's authority in this regard shall full, final and binding on us. We understand and agree that the empanelment does not obligate SBI in any manner. We also understand that SBI

has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the engagement.

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

LIST OF ENCLOSURES TO BE ATTACHED WITH BID APPLICATION
[Form-A]
[To be marked as enclosure No...]

| SN | Description of the documents to be attached | To be with form A and marked as enclosure |
|----|--|---|
| 1 | Authorisation letter (as per format of Annexure-A) | I |
| 2 | Bid submission letter (as per format of Annexure-B) | II |
| 3 | Certificate of Registration of Agency/Firm | III |
| 4 | Documents related to constitution of Agency (Memorandum /Articles of association/ Partnership Deed etc. Mentioned at SN-2 of Form-A) | IV |
| 5 | Address proof of Mumbai Office (latest landline MTNL/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed) | V |
| 6 | Photocopy of statutory registrations (mentioned at SN. 4 of proposal) | VI |
| 7 | Copy of Audited Balance sheet of Agency/firm for last 3 years | VII |
| 8 | Auditor's Certificate regarding financials (as per format of Annexure-C) | VIII |
| 9 | Statement of accounts (stated at SN. 8) | IX |
| 10 | Details /description of work sample (mentioned at SN-10 of Form A) | X |
| 11 | Photocopy of certificates etc. in support of Industry recognition/ | XI |

| | | |
|---|--|-------|
| | Awards/Accolades won during last 3 years (mentioned at SN. 11 of Form A) | |
| 12 | Declaration by Agency/Firm regarding overdue etc. (as per annexure – D) | XII |
| 13 | Self-certified list of clients where Agency / Firm is presently engaged | XIII |
| 14 | Self-certified list of clients acquired by Agency/Firm during last 3 years | XIV |
| 15 | Organisational structure chart of the Agency/Firm | XV |
| 16 | Status regarding litigations Agency/Firm has (as per annexure –E) | XVI |
| 17 | Curriculum Vitae of core staff (as per annexure –F) | XVII |
| 18 | Photo copy of documents in support of professional qualification of core staff | XVIII |
| 19 | Format for seeking clarifications on RFP (as per annexure –G) | XIX |
| Other enclosures attached by the bidder (to be marked as enclosure No. 51 onward | | |

FORM – B (1)

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

FINANCIAL BID
FOR APPOINTMENT OF DIGITAL AGENCY

The retainer fees to be charged by this agency will be (percentage): _____

Part (1) and (2) of Form (B) are to be kept in the single envelop meant for
“Financial/Commercial Bid”

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

FORM – B (2)

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

Financial Bid

The Financial/Commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Financial Bid for Digital Agency.

| Break-up of Fee with respect to the cost involved for servicing, talent remuneration etc. | Amount in Rupees (A) | Taxes applicable (mention the break-up of applicable tax) (B) | Total cost (C) | Description of the Break- down of cost containing the creation of online collaterals ** |
|---|-------------------------|--|-------------------|--|
| Break of Retainership Fee for a year | | | | |
| Total | | | | |

** Please attach complete Rate card

| Standard Flash Banner | Static HTML Banner | Landing Pages(1 main page +4 additional pages/tabs with same layout) | Content |
|-----------------------|--------------------|---|---------|
| | | | |

The Bidder with the lowest cost (c) would be declared as the L-1 bidder subjected to the evaluation of the cost break down.

Note: The quoted prices and taxes, duties & statutory levies such as Service Tax, VAT/Sales Tax, Octroi/ NMMC/cess etc. should be specified separately.

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure - A

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

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

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

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

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

Signature :

Name of Signatory:

Designation :

Seal of Agency/firm/company

Date :

Place :

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

Annexure - B

Bid Submission letter (on Agency's letter head)

To,

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

Sir,

RFP NO:
FOR APPOINTMENT OF DIGITAL AGENCY
SUBMISSION OF BID

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

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

Yours faithfully,

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

Annexure-C

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

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

(Rs. In Crores)

| Particulars | 2013-14 | 2014-15 | 2015-16 |
|-------------|---------|---------|---------|
| Turn over | | | |
| Net profit | | | |
| Net-worth | | | |

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

Signatures of Auditors / Chartered Accountants

Name:

Seal

Place:

Date:

Annexure-D

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

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is certify that this Agency has no overdues 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 backlisted by any Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in enclosure – XII attached to the bid/proposal, that 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-E

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

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure-F

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

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

From [Year]: To [Year]:

Employer:

Positions held:

10. Detailed Tasks Assigned

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

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

Note:

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

(Signature of Authorised Signatory)

Name of the Authorised Signatory:

Firm Name:

Annexure-G

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

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

| SN | Page No. | Clause | Query |
|----|----------|--------|-------|
| 1 | | | |
| 2 | | | |
| 3 | | | |

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency