



**REQUEST FOR PROPOSAL (RFP)
FOR
ENGAGEMENT OF A CREATIVE AGENCY
FOR ABOVE THE LINE ACTIVITIES FOR SBI**

RFP No CC/M&C/2020-21/06

Dated: 17.02.2021

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

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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 State Bank Bhavan, Madame Cama Road, 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 providing creative services for SBI.
- ii. In order to meet the Services requirements, the Bank proposes to invite bids from eligible agencies to undertake and provide services as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the necessary information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.
- v. The purpose behind this RFP is to seek a detailed technical proposal and commercial bid for engagement of an agency for providing the services as desired in this RFP.
- 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 RFP including its annexures/appendixes before submission of 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. No contractual obligation whatsoever shall arise from the RFP process on part of the Bank unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist in preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or engage an agency for the proposed services and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required by the RFP or to submit a Bid not substantially responsive to the RFP in all respects will be at the Bidder's risk and may result in rejection of the Bid.
- viii. The successful bidder shall be required to enter into/execute a Bank's Standard contract/ SLA - Service Level Agreement as provided in **Annexure-M** with the Bank, within 30 days from the date of issuance of offer letter or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement, Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP and strictly on the lines of format given at **Annexure-H** and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. The Successful bidder shall not be entitled to seek any modifications or amendments to any of the terms and conditions of the contract/SLA or other documents/standard formats annexed to this RFP

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 bid/proposal for providing services to SBI in accordance with this RFP and in response to this RFP.
- iii. **“Proposal” or “Bid”** means the written reply or submission of response to this RFP.
- iv. **“Contract”** means the agreement/Service level agreement entered into strictly 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) to be executed between the Bank and the selected/successful bidder as per this RFP, for providing the services as per the terms and conditions of this RFP and as 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 providing creative services for SBI (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 L1 in the commercial bid and has been declared as the Successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.



4. Overview:

4.1 State Bank of India (SBI) is India's largest Bank with a network of more than 22000 branches spread across India. The Bank has presence in over 35 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. The Bank also has one of the largest networks of more than 58,000 ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

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 empanel a well recognized agency for providing creative services as envisaged in this RFP.

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

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

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

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

5. Purpose of Engagement:

5.1 SBI is looking forward to engage an agency for providing Creative services for Above the Line Activities for SBI as stipulated in this RFP. The agency should be highly regarded and recognized in India. The agency will be engaged on a contractual basis for an initial period of one year and may be extended further for a period of one year at a time for upto a maximum 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 required at its sole discretion.

6. Scope of Work:

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

7. Eligibility and Technical Criteria:

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



(including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or 'service provider) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India" for the purpose of this RFP 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 juridical 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 or 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 or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.



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

8. Cost of Bid document:

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

Bidders to submit DD of Rs 20,000/- as cost of tender/RFP along with their bid. The amount is nonrefundable. Concession as per MSMED Act will be extended to eligible MSE bidders.

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

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-K** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. Bidders may request clarifications on any clause of the RFP document at the pre-bid meeting. Any such request for clarification must be sent via email to gm.ccc@sbi.co.in, dgm.marketing@sbi.co.in, before the stipulated date. All such queries by e-mail should be received in the suggested template (Annexure K), on or before the time stipulated for the said purpose in the Time Schedule for RFP process. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para v below.

- iv. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- v. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. SBI also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- vi. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vii. Queries received after the scheduled date and time will not be responded/acted upon.

10. Contents of Bid documents:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in this RFP and/or any addenda/corrigenda or clarifications issued in connection thereto.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information and all the documents provided/submitted by the Bidders in response to this RFP will become the property of SBI and will not be returned to the bidders. Incomplete information in Bid document may lead to non-consideration of the proposal.
- vi. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.

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.
- x. Concession as per MSMED Act will be extended to MSE vendors.

12. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as '**Technical Proposal for providing Creatives Services in response to the RFP No CC/M&C/2020-21/06 dated :17.02.2021.**' This envelope should contain following documents and properly sealed:
 - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
 - (b) Earnest Money Deposit (EMD) as specified in this RFP
 - (c) All other annexures as attached in RFP.
 - (d) A letter on Bidder's letter head: -
 - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
 - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
 - (iii) Confirming that the Bidder has quoted for all the items/Services mentioned in this RFP in their commercial Bid.
 - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B** and technical eligibility criteria on the lines of **Annexure-C**.
 - (e) Bidder's details as per **Annexure-D** on Bidder's letter head.
 - (f) Any deviations sought from technical criteria/specifications given in RFP.
 - (g) Audited balance sheets and profit and loss account statement for last four years
 - (h) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
 - (i) Presentation in the form of PPT in a pen drive as well as hardcopy (print).
- ii. A second sealed envelope prominently marked as '**Indicative Price Proposal for providing Creatives Services in response to the RFP No. CC/M&C/2020-21/06 dated 17.02.2021.**' This envelope should contain **only indicative price Bid** strictly on the lines of **Annexure-F**. The

Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

- iii. Bidders may please note:
- a. The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
 - b. A soft copy (Word format) on a pen drive should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on pen drive.
 - c. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
 - d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - e. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
 - f. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
 - g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
 - h. 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.
 - i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

- j. The Bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- n. The Bid document shall be spirally bound.
- o. The Bank reserves the right to reject Bids not conforming to above.
- p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- q. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- r. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- s. Bank's decision on opening and further processing of bids irrespective of minimum number of bids received in the bids, will be final and binding.

13. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. 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.
- c. 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.

- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

14. Modification and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

15. Period of Validity of Bids:

- a. 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.
- b. 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.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

16. Bid integrity:

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

17. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders. The Bank may, at its sole discretion decide to open the bid in the virtual presence of the representative of the bidders. The link for the same shall be updated on the bank's corporate website (www.bank.sbi).
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

18. Technical Evaluation:

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

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

The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.

19. Evaluation of Price Bids and Finalization:

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. Marks will be awarded to the bidders as per the **Annexure C**.
- iii. The bidders will be selected on the basis of the technical evaluation (including the presentation), and commercial bid.
- iv. The commercial bid of only the bidders, who score a minimum of 50% marks in the technical evaluation will be opened.
- v. All the shortlisted bidders will have to give a presentation in front of a committee constituted by the bank at a given date and time. All the presentations will be evaluated by the committee constituted by the bank.
- vi. The agency with the highest marks will be selected.
- vii. 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.
- viii. The bidders who score at least 30 marks out of 60 marks (excluding the presentation) in the Technical evaluation, shall be shortlisted for presentation.
- ix. All the shortlisted bidders will have to give a presentation in front of a committee constituted by the bank at a given date and time. All the presentations will be evaluated by the committee constituted by the bank.
- x. 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.
- xi. The final score of the bidders will be awarded based on the Techno Commercial evaluation as per Annexure F1.
- xii. The agency with the highest Score as per Annexure F1 will be selected.
- xiii. 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 fax/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 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 as per Annexure M, 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 amend the terms and conditions of the Contract as well as 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 as well as blacklisting/debarment of the bidder from any of the Bank's future RFP/Tenders
- 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.

There will be strict adherence to the guidelines on the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto 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.

The bidders to provide the declaration as per enclosed **Annexure-R**.

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. No Waiver of Bank Rights or Successful Bidder's Liability:

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

24. Contract Amendments:

No variation in or modification of the terms of the Contract post execution shall be made, except by written amendment, 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] of 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 which may warrant invoking of PBG, also if any act of the successful bidder results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.
- iii. If at any stage, Bank finds that the undertaking submitted by a selected bidder as mentioned at **Annexure - _____** is found to be false in any way, in other words, if all services as mentioned under Scope of Work, are not being provided by the bidder OR the required support, Bank has the right to reassign the orders to the other bidders and the bidder

who has given wrong undertaking will be debarred/expelled for executing the orders further and Bank has the right to invoke its Performance Bank Guarantee.

- iv. If at any stage, Bank finds that a selected bidder has submitted any kind of false Certifications or Declarations, Bank has the right to reassign the orders to the other selected bidder and the bidder who has given false Certifications or Declarations will be debarred/expelled for executing the orders further and Bank has the right to invoke its Performance 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. A review of the facility of the selected bidders may also be conducted by the IS Department of the Bank or their representative(s) any time during the contract period.

29. Purchase Price:

- i. Total Fees for all services to be provided by the bidder in terms of the RFP is to be quoted by the bidders in the commercial Bid.
- ii. Bidders should ensure that exchange rate fluctuations, changes in import duty/other 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 empaneled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the

Auditors covering the respective risk parameters against which such deficiencies have been observed.

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

31. Subcontracting:

- i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract 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 and the bidder shall not be entitled to dispute the decision of the Bank in any manner.
- 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 anytime as per the terms of RFP/Agreement.

33. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event bidder shall be liable for damages to the Bank arising under or in connection with this RFP/Contract for an amount exceeding the total Cost of the Project. Service provider will ensure Bank’s data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank’s related information to the extent of loss so caused.
- ii. 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 IPR infringement/ third party IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.



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 RFP/Contract 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.

- f) **“Willful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, 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:

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

- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service provider's performance under the Contract, if so required by the Bank.

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, it's 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, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.

- 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 thereof, including all expenses and court and legal fees.
- iv. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service



Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.

- viii. All information processed by Service provider during software maintenance belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

38. Liquidated Damages:

If the service provider fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages **mentioned in part II (Schedule of Events, SI No 14)**. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

39. Conflict of Interest:

Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance 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 Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided

that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 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:

- (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that

puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

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

40. Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged 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.
- iii. Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.



- iv. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
 - (b) **“Fraudulent practice”** means 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 impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
 - (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of



canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and

(e) **“Restrictive practice”/ “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;

(a) **“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;

f. Debarment/Banning

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

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

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of 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 ____ 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, 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, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 30 (thirty) days sent to the service provider, may terminate the Contract in whole or in part for any of the following reasons:
 - a. If the service provider fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if service provider



- fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Contract; or
- b. If the vendor fails to bid or respond to/for three consecutive bids/offers given by the bank without assigning any satisfactory reasons to the bank in writing or on email; or
 - c. If the service provider fails to perform any other obligation(s) under the contract; or
 - d. Laxity in adherence to standards laid down by the Bank; or
 - e. Discrepancies/deviations in the agreed processes and/or Services.; or
 - f. Violations of terms and conditions stipulated in this RFP.
 - g. On happening of any termination event mentioned in the RFP/Contract
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the service provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the service provider shall be liable to the Bank for any increase in cost for such similar Services. However, the service provider shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the service provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, the service provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- 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/Contract.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of contract 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 contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 14)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

42. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. .For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Contract 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 Contract.

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 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.

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

- i. 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), shall give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred

to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue the work under the Contract during the arbitration 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 arbitrator is obtained.

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

46. Governing Language:

The governing language shall be English.

47. Applicable Law & Jurisdiction:

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

48. Taxes and Duties:

- a. The service provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the service provider shall include all such taxes in the quoted 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 etc. should be specified in the separate sheet **(Annexure- F)**.

- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. 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 alone. 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. Tender/Bid Fee:

The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

The completed bid proposal has to be submitted along with the requisite enclosures and demand draft of Rs. 20,000/- towards fee of RFP (non-refundable) favoring "State Bank of India" payable in Mumbai. The said demand draft should be kept in the envelope containing the technical bid.

51. EXEMPTION OF EMD AND TENDER FEE:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD and tender fee provided the products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ 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/Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued

by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

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

52. Notices:

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

53. Transition Clause:

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

Such penalty would be without prejudice to the bank's other rights under the contract/RFP.

54. Terms of Payment:

- i. The Agency will submit invoices on the completion of the activity for necessary settlement. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant.
- ii. SBI will pay to the agency only and not to 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.

55. Other Information:

- i. 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.
- ii. 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.
- iii. 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	RFP may be downloaded from Bank's website https://www.sbi.co.in or www.bank.sbi under the Procurement News from 17.02.2021 to 16.03.2021.
3	Last date for requesting clarification	Upto 12 PM on 24.02.2021 All communications regarding points / queries requiring clarifications shall be given by e-mail, strictly in the format enclosed as Annexure K
4	Pre - Bid Meeting at (venue)	From 03:00 PM to 04:00 PM on 26.02.2021 through Virtual Meeting over Microsoft Teams
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	On 02.03.2021
6	Last date and time for Bid submission	16.03.2021 Upto 3:00 PM



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 16.03.2021 Authorized representatives of vendors may be present during opening of the bids. The bank may at its sole discretion decide to open the bids through Virtual Meeting over Microsoft Teams/ through Virtual Conference However, Bids would be opened even in the absence of any or all of the vendor representatives.	
9	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	Tender Fee	Amount Rs.20,000/- Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India Concession as per MSMED Act will be extended to eligible MSE vendors.	
12	Earnest Money Deposit	Rs. 10 Lacs Concession as per MSMED Act will be extended to eligible MSE vendors.	Validity period from the date of Bid opening : 90 days
13	Performance Bank Guarantee	Rs. 20.00 lacs	



14	Liquidated damages (Refer Part - 1 point no. 38)	A sum equivalent 1 % per week or part thereof of total Project Cost subject to maximum deduction of 10 % of total Project Cost for delay of each week or part thereof.
15	Transition Penalty (Refer Part-1, point No 41 sub point no (vi).	Rs. 20.00 Lacs

BID FORM (TECHNICAL BID)

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

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/2020-21/06 dated 17.02.2021

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

2. While submitting this Bid, we certify that:

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



3. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as available at **Annexure-M** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is executed as per **Annexure -M**, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, 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 -M) and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
16. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
17. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.



We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of work order.

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 and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

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 and we shall be solely responsible for the due performance of the contract.

We hereby certify that none of ours and/or our partner's /Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor/service provider and invoke Bank Guarantee at its discretion.

We hereby understand that any of the mentioned services can be withdrawn by the Bank by giving a notice of ___ days, any time during the contract period and no commercials for the service as per price discovery, will be paid by the Bank, subsequent to withdrawal of service.

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

Dated this day of 2021

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

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Note: Company to provide copy of the board resolution authorizing the signatory to sign the bid documents .

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	Supportive document required
1	Bidder must be an Indian firm/ company /organization registered under applicable Act in India.	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	<p>a. Bidder should have experience of minimum 5 years in creations of advertisements for offline (TV, Print, OOH & Radio) as required in the RFP as on 31.12.2020.</p> <p>b. Bidder should have experience of minimum 3 years in creations of advertisements for Digital platforms as required in the RFP as on 31.12.2020.</p>	Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report
3	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 2016-17, FY 2017-18, FY 2018-19 and FY 2019-20	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
4	The Bidder must have an average turnover of minimum Rs. 20 crore during the 3 financial years FY 2017-18, FY 2018-19 and FY 2019-20.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.

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5	Bidder should have full-fledged office at Mumbai.	A copy of latest Landline MTNL or BSNL phone bill /Electricity bill/ Registration with shop and establishment Dept./ Registered rent or lease agreement in the name of bidder.
6	Bidder should have statutory registration(s) with Tax and other compliance authorities	A copy of PAN/TAN/ VAT/Service Tax /GST Registration No.(whichever applicable) in the name of bidder
7	The bidder should have provided similar service to minimum 2 clients (min. 1 client on retainership/ empanelment basis) in BFSI sector in each of the last 3 years. Client references are required (Start and End Date of the Project to be mentioned).	Copy of the Agreement with the clients or Undertaking from clients on client's letterhead or Purchase Order from client. Minimum 02 Client certificates in the last 3 years 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.
8.	The bidder should have provided similar service to minimum 5 clients in Non BFSI sector which includes FMCG, Telecom, Retail & other service industry (min. 2 clients on retainership/ empanelment basis) in each of the last 3 years. Client references are required (Start and End Date of the Project to be mentioned).	Copy of the Agreement with the clients or Undertaking from clients on client's letterhead or Purchase Order from client. Minimum 05 Client certificates in the last 3 years 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.
9	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes, if any are to be given on Company's letter head.
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	Bidder should specifically confirm on their letter head in this regard.



	Department of SBI as on the date of Bid submission.	
11	The Bidder should agree to the terms and conditions of Service Level Agreement as per Annexure-M , should they become the successful bidder	Bidder should specifically confirm on their letter head in this regard.
12	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / any regulatory body etc., IBA, RBI, TRAI, DOT, or regulator of any other country/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.</p> <p>In case of merger /acquisition / purchase / takeover, this clause would be applicable to both the organisations. i.e., in case any one of the organisations is blacklisted, then the same would be applicable to both organisations.</p> <p>Any instance of non-completion of the project or termination of SLA by any entity due to non-performance of the vendor for the reasons attributable to the vendor/bidder or their respective partner, during last 3 years prior to the date of RFP, shall be treated as non-performance on the part of the bidder and its partner and such bidders shall not be considered eligible for implementation of the project.</p>	Bidder should specifically confirm on their letter head in this regard as per Annexure _____.



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. False compliances with respect to any of the minimum Eligibility/Technical criteria would disqualify the bidder from the RFP process. If a bidder is finally selected and at any stage during the term of the contract, if bank finds the false certification for meeting the minimum eligibility/technical criteria, or bidder is not eligible as per the minimum eligibility and technical evaluation criteria, Bank may debar/expel and blacklist the bidder and reassign the orders to other vendors and Bank has right to invoke our Performance Bank Guarantee.

Name & Signature of authorised signatory

Seal of Company

Technical Evaluation Criteria
PART – A

S. No.	Evaluation parameters	Criteria	Assigned marks	Max Score
1.	Years of Experience in Offline medium	More than 07 years	10	10
		More than 5 years to 7 Years	8	
		5 years	5	
2.	Years of Experience in Digital Medium	More than 5 years	10	10
		More than 3 years to 5 Years	8	
		3 years	5	
3.	Annual Turnover (In Rupees)	More than 30 crore	10	10
		More than 25 crore to 30 crore	8	
		20 crore to 25 crore	5	
4.	Client List and retained client list			
4a.	No. of BFSI Clients	More than 5 clients (Minimum 01 client on retainership or empanelment basis)	15	30
		3 to 5 clients (Minimum 01 client on retainership or empanelment basis)	12	
		2 clients (Minimum 01 client on retainership or empanelment basis)	7	
4b.	No. of Non BFSI clients	More than 10 clients (Minimum 02 client on retainership & empanelment basis)	15	

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		7 to 10 clients (Minimum 02 client on retainership & empanelment basis)	12	
		5 clients ((Minimum 02 client on retainership & empanelment basis)	8	
	Total			60

The bidders who score at least 50% (i.e.30 marks) in the Part A of the Technical Evaluation will be shortlisted for the presentation.

Part B: Presentation

The Presentation will be evaluated on the following parameters:

S. No.	Criteria	Assigned Marks	Max Score
i.	Strategic approach – How to change the perception of SBI	10	40
ii.	Creative & Communication Delivery Presentation	10	
iii.	Competition analysis and market pulse	10	
iv.	Appreciation of pitch during presentation	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 C 1

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 / Current Position:
4. Qualifications, if any Relevant Employment Record [Starting with present position, list in reverse order every relevant employment held by the staff member giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Positions held:

5. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned (this can be deleted since CV is being sought)
 - 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 5 such client references)

(Signature of Authorised Signatory)

Name of the Authorised Signatory:

Firm Name:

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	

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	<ul style="list-style-type: none">a. Nameb. Designationc. Addressd. Phone Number (Landline)e. Mobile Numberf. Fax Numberg. Email Address	
8.	Details of Statutory registrations of the Agency	

Signature and Seal of Company

Annexure-E

Scope of Work

SI.NO	Particulars	Job description
1	Content creations for all mediums	To design comprehensive content for all traditional media (TV, Print, Radio, Outdoor, Cinema) & Digital media (OTT, emailers, interactive banners etc.).
2	Scripting & Verification of content for Audio / Video creatives	<p>a. Scripting & Verification of content for Audio / Video creatives.</p> <p>b. Monitoring & quality check of these creatives.</p>
3.	Brand Enhancements	<p>a. Visual identity harmonization of all product in lines with SBI brand guidelines.</p> <p>b. Establish the brand story/ positioning / language / message / tone / promise /identity / Mogo that will be common across campaigns, both internal & external to the organization.</p> <p>c. Using semiotic approach for the brands through brand communications and formulating creative propositions for all mediums.</p>
4.	Content Translation into Regional languages, Vetting & Adaptations.	<p>a. Translation of creatives into various Regional languages i.e. Hindi, English, Tamil, Malayalam, Telegu, Kannada, Bengali, Assamese, Gujarati, Marathi, Punjabi, Urdu, Odia and any other local Indian languages.</p> <p>b. Vetting of such translated content.</p> <p>c. Adaptation of creative content across all communication channels.</p>
5.	Internal Communication	Planning and designing Calendars, Cover designs, Booklets, Hand-outs, Annual & Quarterly Bank results, Balance sheet, Newsletters & Presentations.

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6.	Analysis of content creation trends in the market	The agency will provide latest advertisement format prevailing in the market. Staying one step ahead of competition by researching current market trends.
7.	Collaboration with other Agency partners	Collaborate with other agency partners to conceptualize and implement the campaigns. Develop creatives for release of advertisements across major Indian languages i.e. Hindi, English, Tamil, Malayalam, Telegu, Kannada, Bengali, Assamese, Gujarati, Marathi, Punjabi, Urdu, Odia and any other local Indian languages as per the requirements of SBI from time to time.
8	Copy Writing Services	Copywriting of the content to be hosted on Bank 's corporate website along with content creation for offline & online marketing channels.
9	Reports and MIS	Agency to submit regular MIS reports on Job status on periodic frequency.

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Annexure-F

Indicative Commercial Bid

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – **“Indicative Commercial Bid for Creative Services for SBI”**.

Name of the Bidder:

Sr. No.	Amount quoted towards	Amount in ₹
1	Retainer-ship fee per year	

[Commercial bids will be evaluated on the basis of retainer-ship amount quoted above and applicable taxes will be paid on actual.]

FORMAT FOR EMD BANK GUARANTEE

To:

Dear Sir,

**EMD BANK GUARANTEE FOR
CREATIVE SERVICES FOR SBI TO MEET SUCH REQUIRMENT AND PROVIDE
SUCH SERVICES AS ARE SET OUT IN THE RFP NO.CC/M&C/2020-21/06**

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 Creative Services as set out in the Request for Proposal No. CC/M&C/2020-21/06 dated 17.02.2021.

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT

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

conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs 10,00,000/- (Rupees Ten Lac only)

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

6. We hereby further agree that –

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



constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.

- f) Unless a claim or suit or action is filed against us within one year from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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 2021 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 through Marketing & Communications department, 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 creative services for SBI (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. CC/M&C/2020-21/06 dated 17.02.2021.

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

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 liquated damages , a sum equivalent to 2% of the total work order cost for delay of each week or part there of maximum upto 10% of total work order price. Once the maximum is reached, SBI may consider termination of contract pursuant to the conditions of contract/RFP

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 neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (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 party 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 _____ 2021 at _____
(month) (place)

For and on behalf of _____

**CREATIVE AGENCY FOR ABOVE THE LINE
ACTIVITIES**



Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

**CREATIVE AGENCY FOR ABOVE THE LINE
ACTIVITIES**



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

PRE-CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____ 2021, between, on the one hand, the State Bank of India a statutory body incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its Marketing & Communication Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and

M/s _____ represented by

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

WHEREAS the BUYER proposes to avail services for creatives and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

transparent procedures.

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

Commitments of the BUYER

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

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any

such information is divulged.

- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a Schedule Commercial Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Schedule commercial Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the

complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall

be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

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

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

6 Fall Clause

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



7. Independent Monitors

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

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.....

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

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

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

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

12. The parties hereby sign this Integrity Pact at ___ on _____

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

For BIDDER
Chief Executive Officer

**CREATIVE AGENCY FOR ABOVE THE LINE
ACTIVITIES**



State Bank of India.

Witness

1

2

Witness

1.

2.

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

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



ANNEXURE-M

Service Level Agreement

Attached separately as Service level Agreement

**CREATIVE AGENCY FOR ABOVE THE LINE
ACTIVITIES**



Annexure N

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

DECLARATION-CUM-CERTIFICATE: NO OVERDUES

TO WHOMSOEVER IT MAY CONCERN

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

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

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

**CREATIVE AGENCY FOR ABOVE THE LINE
ACTIVITIES**



Annexure O

(On Agency's letter head)

TO WHOM SO EVER IT MAY CONCERN

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

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 P

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE
TO WHOM SO EVER IT MAY CONCERN

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

(INR In Crores)

Particulars	2016-17	2017-18	2018-19	2019-20
Turn over				
Net profit				
Net-worth				

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

Signatures of Auditors/Charted Accountants

Name :

Seal

Place :

Date :



Annexure Q

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

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.

Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To:

Date:

Dear Sir,

Ref: RFP No. CC/M&C/2020-21/06 dated: 17.02 2021
Bidder Name:

We, _____ are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at hereinafter referred to as "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto 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. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.



Signature and Seal of the Bidder

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.



**Letter of Undertaking by bidders for non withdrawal of Services during the
contract term**