

SERVICE LEVEL AGREEMENT

This agreement made at _____ (Place) on this _____ Day of _____.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Marketing & Communications Dept, hereinafter referred to as "the Bank/Client" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns) of one Part:

AND

_____, a private limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at _____ and hereinafter referred to as "Service Provider/Agency", which expression shall mean to include its successors in title and permitted assigns) of the Other Part:

The Bank/Client and the Service Provider/Agency shall be hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS

- A. "The Bank" is carrying on business in banking in India and overseas and is desirous to avail services for Digital and Social Media Marketing, and Social and Digital Organic content, Online Response Management, etc., and
- B. Service Provider, in the business of providing digital marketing services, has agreed to supply the services as per the scope of work defined in the Annexure A as defined in the RFP No: CC/M&C/2023-24/01 dated 07.04.2023 and the Bank has agreed to engage 'Service Provider' for such Services, on a mutually nonexclusive basis.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- A. 'The Bank' shall mean the State Bank of India (including its domestic branches and foreign offices), and subsidiaries.
- B. "Documentation" will describe in detail and in a completely self-contained manner how the User may access and use the Online Reputation Management software and any other technology-based platform used for all tasks assigned to the Agency such that any reader of the Documentation can access, use and maintain all of the functionalities, maintenance and upgradation of the ORM tool (Service) without the need for any further instructions.

- C. 'Services' shall mean and include the Services offered by the Agency to the Bank, including but not limited to all marketing/management efforts through digital and social media marketing space as more particularly described in Statement of Work annexed to this Agreement as **Annexure A**.
- D. "Confidential Information" shall have the meaning set forth in Clause 15.1.
- E. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all:
 - (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trademarks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (! registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- F. "**Territory**" shall mean the entire country of India.
- G. "Service Provider/ Agency" shall mean the successful Bidder found eligible as per eligibility criteria set out in the RFP No: CC/M&C/2023-24/01 dated 07.04.2023 (RFP), whose Bid has been accepted and who has emerged as one of the Successful Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

1.2 Interpretations:

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement'
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreement.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure, or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

1.3 Commencement, Term & Change in Terms

- 1.3.1 This Agreement shall be deemed to have commenced from _____ (Effective Date).
- 1.3.2 This Agreement shall be in force on a retainer basis for an initial period of one year and may be extended further for a period of one year at a time for up to three years at the sole discretion of the Bank, if the services provided by the Agency, are found to be satisfactory. Notwithstanding the foregoing, the agreement may be terminated by either Party by notice in writing in accordance with the termination clauses of this Agreement.
- 1.3.3 Either party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made only upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2. SCOPE OF WORK

The scope of work is detailed in the Statement of Work annexed below as **Annexure A ("Services")**.

If Client requests Agency to provide services other than or in addition to the Services ("**Additional Services**"), the parties agree that the Additional Services may be subject to separate terms and conditions,

including commercial terms. Where the Additional Services include programmatic trading services, such services shall be treated as services provided by an independent third party from Agency and the provision of such services shall be solely upon separate terms and conditions'

Any Client Affiliate in the Territory may avail Services from the Agency by entering into a Statement of Work. Each such Statement of Work will be governed by the terms of this Agreement and Client agrees to procure the adherence of each such Affiliate to the terms of this Agreement and the performance of the Client Affiliate of its obligations under the applicable Statement of Work. Solely in relation to Services provided under a Statement of Work to any Client Affiliate, any references to Client in such Statement of Work shall be deemed to be a reference to the Client Affiliate.

The Client acknowledges that the performance of Services shall be subject to the rules as laid down by the industry bodies like Advertising Agencies Association of India (AAAI), Indian Broadcasting Federation (IBF), Indian Outdoor Advertising Association (IOAA), Indian Newspaper Society (INS), Prasar Bharati - Doordarshan (DD), Internet & Mobile Association of India (IAMAI), All India Radio (AIR) and the rules laid down by the Joint Working Committee of AAAI-IBF and AAAI-INS.

3. COMPLIANCE OF INFORMATION SECURITY (IS) POLICY

- 3.1 The agency should comply with Bank's Information Security (IS) policy in key concern areas relevant to the Services provided under this Agreement and as notified by the Bank from time to time. Some of the key areas are as under:
- a) Confidentiality, privacy and security for data and application gained as a result of having access to the Banks internal system, software and other administration should be maintained.
 - b) Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the selected agency.
 - c) Physical security of the facilities.
 - d) Physical and logical separation from other customers of the selected agency.
 - e) Incident response and reporting procedures.
 - f) Password Policy of the Bank.
 - g) Data Encryption/Protection requirement of the Bank.
 - h) Submission of Application Security/Vulnerability Assessment/Penetration Testing Audit Clearance Certificate of tools provided after conducting an audit through a CERT-IN empaneled vendor at the end of every quarter.
- 3.2 Time shall be the essence of this Agreement. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.
- 3.3 The agency will also be responsible to provide innovative ideas/concepts which can be executed as per requirements of the bank.
- 3.4 SBI reserves the right to negotiate and engage directly with the media/vendors concerned if circumstances require for the release of advertisement(s).
- 3.5 Correction of Deficiencies in Deliverables (as mentioned in Annexure-A).

If Service provider is unable to correct all Deficiencies preventing Acceptance of a Deliverable for which Service provider is responsible after a reasonable number of repeated efforts, the Bank may at its discretion:

- a) Allow Service provider to continue its efforts to make corrections; or
- b) Accept the Deliverable with its Deficiencies and reach agreement with Service provider) on an equitable reduction to Service provider's Charges for developing such Deliverable to reflect the uncorrected Deficiencies; or

- c) Terminate this Agreement for cause in accordance with Clause 16 except that the Bank is under no obligation to provide Service provider any further opportunity to cure and recover its damages as set forth in this agreement.
- d) Client may request Agency to cancel or amend any plans, schedules or work in progress forming part of the Services. On Client giving at least 15 days advance prior request, Agency will use reasonable efforts to comply with any such request provided that Agency is able to do so within its contractual obligations to third parties.
- e) In the event of any such cancellation or amendment, Client shall promptly pay to Agency: (a) Agency's Charges covering the cancelled or amended Services (calculated on a pro rata basis for the period up to the effective date of cancellation or amendment); (b) any charges, expenses or additional costs paid or payable by Agency in relation to the cancellation or amendment (including without limitation retrospective rate adjustments, cancellation charges or lower discounts from third parties); and (c) any cancellation fee specified in a SOW (together, "**Cancellation Charges**").
- f) Client acknowledges that the Agency shall be entitled, at its own cost, to obtain insurance cover on the expenditure incurred by Agency on behalf of the Client under this Agreement. If: (a) the Client may be unable to punctually meet all of its payment obligations under this Agreement to the Agency's reasonable satisfaction; and (b) Client is unwilling or unable to provide advance payment, then the Agency will be entitled to: (i) cancel existing third party engagements, if any and the Client shall pay all associated Cancellation Charges; (ii) automatically suspend its obligations in relation to the booking of media and committing to other expenditure under this Agreement; and/or (iii) terminate this Agreement by giving the Client at least 7 days' written notice.

3.6 Risk Management

The Service Provider shall identify and document the risk in delivering the services.

(Service Provider) shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

3.7 Service Request

(Service Provider) shall dispense the service request in accordance with terms mentioned in Annexure B (TAT Chart) under this agreement.

Where applicable, it is further expressly understood and agreed between both parties that as part of Agency's provision of media services, while Agency undertakes to use commercially reasonable endeavours: (i) in the preparation of any estimated and target figures; and (ii) to prevent the display of Client advertising on websites of, or in proximity to content that is of, a pornographic, defamatory, obscene or illegal nature ("**Objectionable Display of Client Advertising**"), these are matters which are ultimately beyond the control of Agency, and hence no warranties are given by Agency as to: (A) the accuracy of such estimates or targets, such figures actually being met or user interactions with that advertising once it appears; or (B) the prevention of the Objectionable Display of Client Advertising. Agency will promptly take steps to remove any Objectionable Display of Client Advertising upon becoming aware of the same. However, no liability shall attach to Agency in respect of any losses suffered by Client or by any third party by reason of: (a) the reliance of Client on any estimates or targets; or (b) any Objectionable Display of Client Advertising.

Client understands and acknowledges that a majority of search engines and third-party ad-servers and related technology providers, including, without limitation, Google and Yahoo as well as online or other media research providers or publishers and social media platforms (including Facebook) (collectively "**Vendors**"), through such Vendor's terms of service and other policies, restrict users from engaging in certain activities and/or displaying certain content on or through the use of the Vendor's services and/or require certain specific privacy disclosures (the "**Vendor Requirements**"). Notwithstanding anything in the Agreement, Client agrees to abide by such Vendor Requirements and agrees that Agency is not responsible for any activities undertaken by Client, or that are approved by Client that violate such Vendor Requirements. Further, Client agrees that it will ensure that its web site(s) will feature an easy-to-understand privacy policy and, if applicable, any other privacy disclosures that are necessary to comply

with all applicable laws and regulations (including any applicable industry self-regulations generally and any Vendor Requirements).

3.8 Service Management Tool

List the tools/applications to be used for service support/service delivery processes, if any, this may also include the customer tools/ applications to be used for provision of service support/service delivery.

- | | | | |
|--------------------------|-----------------|---------------|-------------------------|
| 1. Screaming Frog | 4. SEM Rush | 7. SimilarWeb | 10. Page Speed Insights |
| 2. Google Search Console | 5. Majestic SEO | 8. ComScore | |
| 3. Keyword Planner | 6. SEOmoz | 9. Rank Watch | |

3.9 Service Complaints

The service complaint shall be addressed as **enclosed in Annexure C**,

The complaint shall be acknowledged by the Service

Provider in 24 Working Hours.

In case of re-occurrence of the service complaint, the outlined actions in clause 24 will be triggered.

4. FEES /COMPENSATION

4.1 Professional fees

(Service Provider) shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

Sl. No.	Job List	INR (per month)
1.	Digital and Social Performance Marketing	
2.	Digital and Social Branding/ Awareness Campaigns	
3.	Digital and Social Content Management/Creation along with SEO	
4.	Response Management (Responsible for FLR on all Social handles)	
5.	Command centre management + ORM	
6.	Resources stationed at SBI as per skills mentioned in Para 8 of the RFP CC/M&C/2023-24/01 dated 07.04.2023	
7.	Tools	
	TOTAL	

The Bank has the sole discretion to pay only for the services they undertake and may choose to discontinue services for any one or all jobs listed in the table above, as mutually discussed and agreed between the Parties. However, this clause shall not apply to those Services that have already been rendered by the Service Provider and payments for the same must be duly made by the Bank based on the agreed timelines, terms and conditions detailed under this Agreement (Payments as per SLA to be made in accordance with the utilisation of services as per individual line items listed above).

4.2 Taxes and Duties:

- a. The service provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the service provider shall include all such taxes in the contract price.
- b. Only specified taxes/ levies and duties in the **Annexure-F of RFP** 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 in RFP** 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 in RFP**.

- c. 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 Service Provider/Agency 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.
 - d. Income / Corporate Taxes in India. The Service Provide/Agency 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.
 - e. 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 Service Provider/Agency. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.
- 4.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.
- 4.4 Payments: The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 days after its receipt thereof. If the Bank defaults and/or delays in making timely payments towards invoices raised by the Agency for a consecutive period of 3 months, the Agency has the right to pause the campaigns without any prior notice. All payments shall be made in Indian Rupees
- 4.5 The Agency will submit the invoices complete in all respects, on the last working day of every month, for necessary payment of the retainership fee. The invoice should be supported with the list of work initiated /complete during the month. There will be no additional remuneration towards the delayed payments.
- 4.5.1 The Agency will submit all supporting documents and bills as well as copies of the supplier bills where relevant. To avoid double taxation, SBI will directly pay any of the agency's vendors e.g. Photographer, Film production company etc. whose services would be utilized to implement any of SBI's campaigns or related work.
- 4.5.2 A reconciliation sheet pertaining to the bills will be submitted every month as well as copies of the creative and publicity material (if any) designed/produced during the month, for which the bills are submitted. The Tax component shall be payable as applicable and as per actuals.
- 4.5.3 The Bank may withhold payment of any charges that it disputes in good faith and may set-off penalty amount and any other amount which Service provider) owes the Bank against charges payable to Service provider under this Agreement post consultation with the Service Provider and as mutually agreed between the Parties.
- 5. PERFORMANCE GUARANTEE AND PENALTIES**
- 5.1 The Service Provider shall furnish a performance guarantee for an amount of INR. 20,00,000/- (Twenty Lakh Only) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 5.2 If at any time during performance of the Contract, the Service Provider) shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider) shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its 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 Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 5.3 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

- 5.4 The Service Provider) shall be liable to pay penalty as per Clause 24-and the mutually agreed TAT sheet (annexed hereto and as updated from time to time).in respect of any delay beyond the permitted period in providing the Services and which are solely attributable to the Service Provider. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider).

6. LIABILITIES/OBLIGATION

6.1 The Bank's Duties /Responsibility

- (i) Processing and Authorizing invoices
- (ii) Providing Brand Guidelines
- (iii) Approving Media plan, creatives and other insignia, etc.
- (iv) Client Materials, Data and all information supplied to Agency in relation to Client's products and services before and during the Term will be true, accurate, complete, up-to-date and not misleading and
- (v) Client Materials, Data and the use of such Client Materials or Data in accordance with this Agreement shall comply with applicable law, regulations, guidelines or codes of practice including ASCI Code and shall not infringe the Intellectual Property Rights of any other person. Without prejudice to Client's responsibility and Agency's other rights and remedies, Agency and clients are to advise each other, if any one is of the opinion, that such action may result in violation of any applicable law, regulation, guideline or code of practice. Where the law or an appropriate authority requests, Client shall also be obliged to provide Agency with factual evidence in respect of product or advertisements; and
- (vi) It is the owner of or has the right to license Client Materials, Data and all or any of the Intellectual Property Rights in and to Client Materials for the purposes as set out in this Agreement.
- (vii) Client shall ensure it has in place suitable and compatible equipment, networks and software to receive the Deliverables and the Services.
- (viii) Client shall ensure that any Client Materials, Data and any equipment or networks which connect to Agency's systems do not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Client must ensure its websites include adequate privacy policy as required by applicable law at all times or an unobtrusive link may be included to provide users of the websites with information about the technology being used to collect any data.
- (ix) Client shall ensure that any Client Materials, Data and all information supplied to or developed by the Agency do not contain any content that is grossly harmful; harassing; blasphemous defamatory obscene; pornographic; paedophilic; libellous; invasive of another's privacy; hateful; racially or ethnically objectionable; disparaging; relating or encouraging money laundering or gambling; harmful to minors under the age of [18]; impersonating another individual, or otherwise unlawful in any matter whatever,
- (x) Client shall ensure that any Client Materials, Data and all information supplied to the Agency do not deceive or mislead anyone about the origin of such information, or do not communicate any information which is grossly offensive or menacing in nature.
- (xi) Client shall ensure that any Client Materials, Data and all information supplied to the Agency do not threaten the unity, integrity, defence, security or sovereignty of India, including, but not limited to, friendly relations between India and any foreign state; public order; investigation of any offence by regulatory, supervisory or law enforcement bodies, and attempt to prevent commission of any cognizable offence under the laws of India.

6.2 (Service Provider) Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement and the attached SOW'
 - (b) Abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

- (ii) Security Responsibility
 - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

7. REPRESENTATIONS & WARRANTIES

- 7.1 Service Provider shall assume responsibility under all applicable including, Labour Laws for its employees, and also hold the Bank harmless from any direct and actual loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other benefits asserted by an employee of the Service Provider, and/or any claim arising out of alleged infringement of intellectual property rights or other proprietary right of any third party arising out of 'Service Provider's performance of Services hereunder.
- 7.2 Each party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- 7.3 Service Provider warrants the Bank against any license or IPR violations on its part or on the part of subcontractor, wherever permitted, in use of any technology /software /product for performing services or developing software for the Bank as part of this Agreement.
- 7.4 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 7.5 The Service Provide) has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 7.6 The Service Provider) shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 7.7 The Services and products provided by the Service Provider) to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

The Service Provider) shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider) in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider) unless such person is found to be suitable in such verification and the Service Provider) shall retain the records of such verification and shall produce the same to the Bank as when requested.

8 GENERAL INDEMNITY

- 8.1 Service provider agrees and hereby keeps the Bank indemnified against all direct and actual claims, actions, loss, damages, costs, expenses, charges, including reasonable legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly on account of any misuse of data /information or deficiency in Services or breach on any obligations mentioned in clause 6 herein, including without limitation of confidentiality obligations, from any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider.
- 8.2 Service provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event,

the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

- 8.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons solely attributable to the Service provider.
- 8.4 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to the Service provider) without undue delay. The Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

Nothing contained in this agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

Client shall indemnify and hold harmless Agency from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered, brought or threatened against Agency arising out of (and only to the extent of) a breach by Client of its representations and warranties under this Agreement or and/or for breach of applicable laws or due to non-payment of amounts payable to any third parties for the Services which were pre-approved by the Client.

The party entitled to an indemnity under this Agreement shall take all reasonable steps to mitigate the applicable costs, expenses, charges, damages, liabilities, claims or actions.

9. **CONTINGENCY PLANS**

The Service provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or subcontractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider) at Banks discretion shall co- operate with the bank in case on any contingency.

10. **TRANSITION REQUIREMENT**

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of 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 a cost as mutually agreed between the Parties in writing, for ensuring smooth switch over and continuity of services. The Bank may also require the Service Provider to enter into a Transition & Knowledge Transfer Agreement.

11. **RELATIONSHIP BETWEEN THE PARTIES**

It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

None of the employees, representatives or agents of Service Provider) shall be entitled to claim any absorption or any other claim or benefit against the Bank.

This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

12. **SUB CONTRACTING**

- 12.1 Service provider has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- 12.2 Even in cases wherein subcontracting has been permitted by the Bank, Service Provider shall continue to be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard, by appointing a third party independent external auditor at its own cost, with prior written notice to the Service Provider.
- 12.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.
- 12.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreements are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.
- 12.5 Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Service Provider) shall remain liable to the Bank for all acts/omissions of sub- contractors.
- 12.6 The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s), as mutually agreed between the Parties, entered between Service Provider and Subcontractor for Bank's suitability.
- 12.7 Except as stated in Clause 12.1 above, No subcontracting/purchases is permitted from the selected agency's group companies/subsidiaries.

13. **INTELLECTUAL PROPERTY RIGHTS**

- 13.1 For any technology / software / product developed/used/supplied by Service provider for performing services or developing software for the Bank as part of this Agreement, service provider shall have right to use as well right to license for the outsourced services or third-party software development. Any license or IPR violation on the part of (Service provider) shall not put the Bank at risk.
- 13.2 Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services 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 right license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 13.3 Service provider shall, at their own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the technology / software / products or any part thereof in India or abroad, for software developed as part of this engagement. In case of violation/

infringement of patent/trademark/ copyright/trade secret or industrial design, (Service provider) shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

- 13.4 Service provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.
- 13.5 The Bank will give notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.
- 13.6 Service provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate, modify and use software developed including its upgraded versions available during the term of this agreement by (service provider) as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

14. **INSPECTION AND AUDIT**

- 14.1 The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external 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 Service Provider is required to submit such certification by such Auditors to the Bank. 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 Service Provider. 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours
- 14.2 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.
- 14.3 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.

15. **SECURITY AND CONFIDENTIALITY**

- 15.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is

deemed confidential whether marked confidential or not. All information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.

- 15.2 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement as per the format Annexure – J of RFP.
- 15.3 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.
- 15.4 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 15.5 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.
- 15.6 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- 15.7 Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise, than by Disclosure by a Party in breach of the terms hereof.
 - 15.7.1 Where any Confidential Information was disclosed after receiving the written consent of the other Party.
 - 15.7.2 Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
 - 15.7.3 Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
- 15.8 Service provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project as notified by the Bank from time to time. Specific requirements will be shared upfront before the start of the work.
- 15.9 Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis (Service provider) shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.
- 15.10 The security aspect of the solution/software will be comprehensively reviewed periodically by the Bank, and Service provider shall carryout modifications / updates based on the security review recommendations on case-to-case basis.
- 15.11 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

- 15.12 Any document received from the Bank 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 Agreement.
- 15.13 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service provider under the Agreement having been received by service provider), all proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by (Service provider) without the Bank's written consent.

16. **OWNERSHIP**

- 16.1 Service provider will provide digital assets/insignias/creatives/videos developed specifically for the Bank, without any cost to the Bank, and it will be treated as the Property of the Bank, on full payment of the professional fees.
- 16.2 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.
- 16.3 Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

17. **LIQUIDATED DAMAGES**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 1% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

18. **TERMINATION FOR DEFAULT**

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

Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- 18.2 In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- 18.3 If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

- 18.4 During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- 18.5 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.
- 18.6 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

19. **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.

20. **Termination for Convenience:**

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

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

21. **POWERS TO VARY OR OMITWORK**

- 21.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider 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 Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider) to make such other Modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will 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 mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

21.2 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 reduction in payment to be made to Service Provider, before Service Provider proceeding with the change.

22. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY

No delay, failure or omission (in whole or in part) in exercising or pursuing any right or remedy under this Agreement will be construed as a waiver of that right or remedy.

23. LIMITATION OF LIABILITY

23.1 For breach of any obligation mentioned in this agreement, in no event shall the Service Provider be held liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project.

23.2 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 and solely attributable to the Service Provider.

23.3 The limitations set forth in Clauses 21.1 shall not apply with respect to:

- damage(s) occasioned by the gross negligence or wilful misconduct of Service Provider,
- Loss/Damages suffered by the Bank due to Non-Compliance of Statutory or Regulatory Guidelines by Service Provider.
- When a dispute is settled by the Court of Law in India.

23.4 Nothing in this Agreement seeks to limit or exclude liability for death or personal injury caused by negligence, for fraud or for any other type of liability that cannot be limited or excluded under applicable laws.

23.5 To the maximum extent permitted by law, neither party shall be liable to the other for any:

- loss of actual or anticipated income;
- loss of actual or anticipated profits;
- loss of contracts; or
- special, indirect or consequential loss or damage of any kind,

howsoever arising in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, breach of data privacy laws and including under the indemnity obligations under this Agreement.

23.6 Nothing in this Agreement shall exclude or limit either Party's liability for claims for payments due but unpaid.

24. FORCEMAJEURE

24.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities, pandemic or other events beyond the reasonable control of non-performing Party shall not be deemed as default.

24.2 If Force Majeure situation arises, the non-performing party shall promptly notify within 15 days (Term, in days) to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24.3 If the Force Majeure situation continues beyond 30 days, the either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract 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 this Agreement.

25. **NOTICES**

25.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

- i. When hand delivered during normal business hours of the recipient, acknowledgment taken'
- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of Service provider)'s office at Mumbai, or any other place advised by Service provider) to the Bank from time to time.
- iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

25.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank
DGM (Social Media)
Marketing and Communications dept.
12th Floor SBI Corporate Centre
Madame Cama Road
Nariman Point, Mumbai-400021

(b) In case of service provider

25.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party with in 3 (days).

26. **PENALTY CLAUSE**

26.1 Month on month delivery of the solution and performance of the services made by the (Service Provider) shall be in accordance with the time schedule, technical specification, scope of the project, achievement of at least 70% deliverables of campaign, publishing FLR, publishing authorized content/creatives and other terms & conditions as specified in the Contract and the attached SOW, TAT sheet (Annexure B). Any instances in failure of performing the obligation or defect, solely attributable to any act/omission by the Service Provider, in its performance may result in deduction from the retainership fee of that particular job list (as more particularly defined in Clause 3.1 of the Agreement), as penalty which a sum equivalent to

2%o of the monthly retainership fees for that particular Job list or part thereof, maximum up to 10% of the monthly retainership fee for the particular job list. For avoidance of doubt, it is hereby clarified that this clause does not apply to any third-party payments including but not limited to media spends, made by the Service Provider to third parties on behalf of the Bank and no penalty shall be levied on such amount.

26.2 The Bank shall, without prejudice to its other remedies under the contract invoke the Performance Bank Guarantee which the Service Provider has furnished in favour of the Bank. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract and amicable discussion with the Service Provider

26.3 In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those not delivered by the Service Provider. However, the Service Provider shall continue the performance of the contract to the extent not terminated.

27. GENERAL TERMS & CONDITIONS

27.1 PUBLICITY Service provider) may make a reference of the services rendered to the Bank covered under this Agreement on Service provider)'s Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank

27.2 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

27.3 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without specific written consent of the other party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider).

27.4 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

27.5 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

27.6 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the services of between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.

27.7 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

27.8 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

27.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

27.10 COUNTERPART: This Agreement is executed in duplicate, each copy is treated as original for all legal purposes.

27.11 The ownership of all digital media/ social media/ online creative, videos, and publicity material produced or designed through the agency will at all-time rest with SBI and the agency/copy

writer/photographer/producer, etc. will have no proprietary or other rights in respect of the same. This would include full copyright for all time use of the images used in the creative and publicity material.

- 27.12 The agency will provide all creative and publicity & promotional material in necessary formats as would be required and conveyed by the Bank.
- 27.13 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, unless the images or creatives are provided by the Bank to the Agency.
- 27.14 The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this Agreement and the attached SOW. SBI may assist the agency in this regard, wherever possible.
- 27.15 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, unless the content is provided to the Agency by the Bank.
- 27.16 Fee/commission for executing various ads/campaigns/contests would be a part of retainership. There will not be any extra fee/commission for this, unless as agreed by the Parties in writing. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by SBI subject to prior approval.

28. **DATA PROTECTION**

To the extent that one party ((Data Supplier") passes to the other party ((Data Receiver") any Personal Information or Sensitive Personal Information (as defined in the IT Act 2000) pursuant to this Agreement:

The Data Supplier represents and warrants that:

- it has notified the individuals of the circumstances and purposes of collection or has obtained such permissions and consents required to enable both parties to use, disclose or transfer such Personal Information or Sensitive Personal Information including disclosure and transfers to third parties as required to provide the Services and transfers to territories outside of the Territory) in connection with the Services and any other purposes as stipulated in this Agreement; and
- if the Data Supplier receives any requests as described in clause below which may be relevant to the Data Receiver, it shall notify the Data Receiver of any such requests in a timely manner and must ensure its websites include adequate privacy policies at all times.

The Data Receiver agrees that it shall:

- process the Personal Information in accordance with Data Supplier's reasonable instructions;
- provide reasonable assistance to Data Supplier to respond to a data subject's request to correct an error or omission in personal Information or to withdraw consent to the collection, use or disclosure of Personal Information under this Agreement;
- take all appropriate steps to implement and maintain reasonable security arrangements for the protection-of Personal Information in accordance with the IT Act 2000.
- The Client represents and warrants that it will not merge or match the Deliverables with the Client's personal information in an attempt to de-anonymize or re-identify individuals.

29. **ANTI-BRIBERY**

Each party warrants and undertakes that:

- it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act 1988 of India ("Relevant Requirements"); and
 - it has and shall maintain in place throughout the Term all policies and procedures necessary to ensure compliance with the Relevant Requirements.
30. **RFP Terms:** Notwithstanding anything contrary provided in this agreement, all the terms and conditions and obligations to be complied with and discharged by the agency in terms of the RFP no. CC/M&C/2023-24/01 dated .04.2023 shall be binding upon the-agency as if such terms and conditions and obligation constitute an integral part of this agreement. Any default or breach of those terms and conditions by the agency will be constituted as a default breach of this agreement by the agency. In the event of any conflict or inconsistency between this Agreement and the RFP, the terms of RFP shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

By:
Name:
Designation:
Date:

Name of the Service Provider

By:
Name
Designation
Date:

Annexure – A

This Statement of Work (“SOW”) dated the last date of signature below, is made pursuant to and is governed by the Services Level Agreement date: _____, effective from _____ (“SLA”) entered between State Bank of India (“Client”) and _____ (“Agency”)

The parties hereby agree as follows:

1. **Effect of SOW**

- 1.1 Client wishes to obtain and Agency has agreed to provide the Services as described in this SOW in accordance with the terms of the SLA.
- 1.2 Any conflict between the terms and conditions of this SOW and the terms of the SLA shall be dealt with in accordance with the clauses of the SLA, subject to any express written statement in this SOW that states that a part of this SOW prevails over the SLA's Terms and Conditions.
- 1.3 Unless the context requires otherwise, capitalized terms undefined in this SOW will have the meaning given to them in the SLA.

2. **Services and Deliverables**

- 2.1 Agency shall provide the following Services to Client:

Overall Digital Marketing Strategy:

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

The selected agency shall be responsible for the overall Digital Marketing and Communication campaigns across all social media and digital channels including below deliverables:

All marketing efforts through Search Engine Optimization (SEO), Search Engine Marketing (SEM), Display, paid and organic social media & Affiliate marketing including but not limited to creative development, media buying, developing overall product and brand strategy, content management, online reputation management etc. related to digital and social media marketing space. The agency should be capable of running both performance as well as brand campaigns; along with brilliant creative team and should be willing to work in collaboration with the mainline/primary creative and media agency.

Create media plans with 360-degree digital coverage including, search, display, OTT, native, social, content, PR, influencers and other forms of digital marketing techniques that may be available/evolve with time.

Measuring and implementing our platforms performances via proprietary analytical tools and to tag implementation solutions.

Creating a digital marketing architecture and roadmap pertaining to broad objectives of the bank.

Identifying core business objectives of different products and services and suggest appropriate strategies and their effective implementation.

SEARCH ENGINE OPTIMISATION (SEO)

Agency to manage all existing and future digital assets of the Bank. As such use of SEO on an on-going basis is an important aspect for managing bank’s current and future assets in the form of the website, scope of work for SEO will be including but not limited to below list:

- On-page optimization and Off-page optimization.

- Identify/suggest on best domain name, Titles, Headings and sub-headings. Creating strong meta & title tags
- Using effective search engine keywords in relevant places within website.
- Making changes in design, content and links as per requirements and to manage the overall content on the site.
- Suggest and deploy strategies that increase in-bound traffic.
- Achieve top ranking position in the first page of popular search engines.
- Stay up to date with the latest SEO news and methods such as Google's Algorithm.
- Add blog pages if required and submit articles to directories for getting back-links. Also try new methods that can prove beneficial.
- Thoroughly monitor website performance and take necessary steps to improve traffic.
- Technical issues such as 404 Error, Duplicate Content, problems related to XML and HTML sitemap, broken links etc. should be rectified.
- Write catchy outline and unique content to grab viewer's attention. Place them properly throughout the website and remove outdated ones.
- Work with Content Management System such as Blogger. Create quality back links.
- Provide periodic statistics and analytical data to the bank on website's performance.
- Effectively collaborate with the bank's IT team responsible for website management and security team.
- Submit monthly review of the work done on website and progress to be submitted. Reports should also include keyword rankings.
- Providing SEO related technical inputs to SBI's IT team such as Keywords, Meta tags, Description tags, Doctype declaration, Character encoding, URL structure, Robots.txt, Canonical link element, XML and HTML sitemaps, custom 404, Redirects, HTTP headers, HTML code, iFrame, etc. as prevailing market trends on real time basis.

SEARCH ENGINE MARKETING (SEM)

- Understand current state, brand assets, infrastructure, knowledge levels, processes, consumer insights and other relevant details.
- Devise a performance-based SEM strategy for execution. Structure, strategize and streamline the paid search effort.
- Audit the search footprint across all applicable products and services. Tracking, reporting and optimizing paid search campaigns.
- Regularly identify trends and insights to achieve maximum ROI in paid search campaigns. Analyse ongoing paid keyword discovery, expansion and optimization. Create Account Structures, Ad groups, Keyword Planning, Ad Copies, Desktop and Mobile Bid.
- Execute various SEM related tests, collecting and analysing data during the campaign period.
- Optimize advertisement copy and landing pages for paid search engine marketing campaigns.
- Research and analyse competitor advertising links.

- Submit reports on visitor and behaviour analytics on monthly basis.
- Track performance of brand keywords vs other keywords and measure change in the performance on a daily basis.

STRATEGIES & OPTIMISATION

- Recommend plugging different technologies required to amplify digital marketing.
- Initially suggested media vehicles are, but not limited to, Google and Bing Platforms.
- The plan and performance targets to be mutually agreed upon by both parties by the 20th of every calendar month, for the succeeding calendar month.
- Implementation of tags for end to end campaign tracking.

ACTIVITIES – DISPLAY/ AFFILIATES/VIDEO/CONTENT

- Planning and strategizing campaigns

- To test and identify the best performing creatives across various targeting and products
- Content creation for digital & social media
- Publisher management
- Campaign execution
- Analysis
- Impact buys, sustenance buys and strategic buys
- Content marketing planning and promotion
- Monthly campaign level reports
- Run both performance and brand campaigns depending on the brief for various products
- Run campaigns (video, display, etc.) on OTT platforms
- Create branded content in collaboration with reputed partners that exist in market

SOCIAL MEDIA:

Assessment of Bank's Social Media Management and provide a comprehensive Social Media Strategy, to be reviewed periodically as per bank's requirement.

SBI intends to select an agency to manage all its existing and future social media activities. The objective is to set up a social networking management system inclusive of social media command centre to enhance the brand and reach of the bank.

1. The social media strategy should be enabled with the following roadmaps:

- Social media execution roadmap
- Social media strategy execution program design

The strategy should take into consideration best practices the bank could adopt to utilize social media for effective customer engagement, to enhance revenue generation, constant improvement over existing processes / practice.

2. Following objectives of social media from a Brand Management perspective, includes:

- Content Management
- ORM (Online Reputation Management)
- Social Media Management Tools
- Command Centre
- Social / Digital advertising
- Reports related to Social Media
- Sentiment analysis of top 10 competitors including SBI & SBI group, banking industry, BFSI, national, global, government, other business sectors.
- Social Media Governance
- Compliance of Risk, IT, Information Security (IS) policies, Statutory & legal requirements.
- Maintenance of Brand Hygiene

3. Key areas of interventions for:

- Customer Service
- Crisis Communication
- Customer insights- Upsell/ Cross sell
- Product Development- R&D
- Lead Generation
- Digital adoption
- Information dissemination-Education / training / awareness
- Platform Specific Communication / Strategy

4. Social media as a part of overall online brand – including social advertising+ SEM+SEO
5. Finding the right levers to connect with within the organisation to fully leverage the power of social media
6. The social media strategy (to be submitted at the beginning of year/ quarter) should clearly chart out the following details:
 - Preferences
 - i. What currently exists in the social and digital channel landscape?
 - ii. How can the bank better engage existing customers and attract new ones?
 - iii. What could customers value and what could they live without?
 - iv. What might customers want that they don't already have?
 - Operations
 - i. What investments are needed to reduce costs in the long run?
 - ii. How can channel innovation make us the bank of choice?
 - iii. How do we deliver exceptional service?
 - Distribution
 - i. How are existing digital footprints (apps, web, mobile app store, support, social media platforms etc.) being leveraged?
 - ii. Design and implement a strategy to induce migration to online channels.
 - iii. How can our channel mix be modified to make things more efficient and cost effective?
 - Governance
 - i. What is the customer engagement governance?
 - ii. What are the new information protection policies?
 - iii. How do we manage reputational risk?
 - iv. How do we be protected and protect our followers / customers from Social media threats like Social engineering, impersonation, phishing, hijacking, financial fraud, scams etc.?
 - v. How does this impact our compliance?

7. IMPLEMENTATION AND MANAGEMENT OF SOCIAL MEDIA MANAGEMENT FRAMEWORK & TOOLS

The scope includes the implementation of a comprehensive social media management framework for the following activities:

BRAND MANAGEMENT

- Updating Bank's latest information and other essential details on an ongoing basis.
- Developing branding collaterals - background image, skins, cover photo, profile photo, etc.
- Develop campaign strategies based on the new and innovative features of the platforms.
- Managing user feedback and inquiries on official brand channels
- Identifying and removing / merging fake profiles / unofficial profiles / presence on social media channels relevant to SBI
- Managing the Online Reputation of the Bank
 - i. Developing a comprehensive online reputation management system that allows for tracking and gauging of Bank's influence across various platforms.
 - ii. Creation of Command Centre within Banks' premise.

- iii. Creating a "buddy" system between volunteer brand advocates and people who are new to our brand and using that as an early feedback system for any potential problems, as a part of feeds received from online monitoring of specific top keywords defined.
 - iv. Keeping a close watch on relevant stakeholders and their projection of our brand, as well as the community that dwell within that channel and how they respond to our brand, as a part of feeds received from online monitoring of news/ information related to the brand and specific top keywords defined.
 - v. Strategy to make this online reputation positive.
 - vi. Creation of a positive sentiment on social media platforms during the time of negative inflow on social media.
- Conducting an in-depth study of the present official/ unofficial presence of the Bank on Social Media and relevant platforms across the web.
 - i. The mentions/ tweets/ blogs/ news/ forums, etc. on Social Media and relevant platforms across the web.
 - The sentiment about the Bank at present on Social Media and relevant platforms across the web Conversation and Sentiment Drivers.
 - i. How people feel about the Bank's brand and what words or qualities they associate with it.
 - ii. Where conversations occur and their drivers, along with key trending topics.
 - iii. Connecting with the positive sentiment drivers and listening and converting negative sentiment to positive.
 - iv. Digital Space: Measuring the share of content that occurs outside social media platforms via online chat or e-mail, etc.
 - v. Social Listening including regional listening to measure the sentiment of the Bank.
 - Location, Time, and Impact of Conversations.
 - i. Channel/ Region affinity of brand conversations.
 - ii. Reach and virility of conversations.
 - Competitive implications, as a part of listening module and social media analysis as per keywords defined for competitors of State Bank of India.
 - i. How people talk about our competitors (including sentiment analysis report of minimum 10 competitors including SBI & SBI group, banking industry, BFSI, national, global, government, other business sectors)
 - ii. Positioning in industry/ product area Topic
 - Identification of trend: Emerging negative/ positive trends
 - Influence
 - i. Identifying key advocates or detractors.
 - ii. Influencers to be tapped into for propagating the positive reputation of the Bank online.
 - iii. Building relationships through official social media channels for becoming a more trusted and positive brand.
 - iv. Differentiating the brand through emotional connections with the followers on Social Media.
 - v. Nurturing loyal fans to become more essential and propagating the sentiment.
 - vi. Engaging with the influencers and strategy to use them at appropriate occasions.

- Opportunities and Threats.
 - i. Understand the trend among customer's conversation about what they want to see in our services/products.
 - ii. Identify what features of our competition are winning over us.
- To obtain the verification stamp for pages and handles of Bank as and when Bank decides to create a page/handle on any new or existing platform/digital channel.
- Removal of fake pages of the Bank on various social sites, as per guidelines and recommended process by social media platforms to successfully conduct the activity. Capability to integrate with Bank's existing system(s) on need basis and in the absence of one, the ability to create one, as we go along including development of web or mobile or other applications & technology build.
- Identify the top keyword's momentum in social networks.
- Identify reputed awards for relevant categories and file for nominations on behalf of the Bank.
- SWOT analysis of other competitors in Social Media perspective.
- Creation and updation of Digital Library on regular basis.
- Any other requirement given by the bank.

CONTENT MANAGEMENT

- Innovative Content is to be designed to evince user interest. Content Bank to be shared every fortnight (fortnight before the planned content release date). Bank may request for content to be designed in any of the Indian regional languages as deemed necessary.
- Campaigns to be designed every 30 days or on need basis.
 - i. Campaign strategy, target group, rewards to be shared.
 - ii. The Bank will bear the cost for rewards and giveaways for contest based campaigns and the Agency will be responsible for procurement and delivery of prizes to contest participants and winners selected.
- Development of creative, animated videos and any other relevant content at least one month before the launch of the posts.
- Creation of a content plan for all the Social Media channels.
- Creation of workflow for content creation and approval between the Bank and the agency.
- Posting the approved content with a mutually agreed frequency, currently being 2-3 times a day.
- Create and execute social media campaigns and contests for drawing users to the Bank's pages as per the requirement given by the bank from time-to-time basis.
- Develop creative (images, GIFs, animated videos, flash files, etc.) with voice over in English/Hindi/Both for the official pages of the Bank and modify existing creative (Creative should be designed as and when desired by the Bank, with no restrictions on the number of creative).
- The content once provided to the bank will be a property of the bank and may be deployed at any other channel/platform as decided by the bank. Open files of all creative assets to be shared with the Bank.
- Any other requirement given by the bank.

ONLINE REPUTATION MANAGEMENT

- Formulation of a Response Mechanism involving all stakeholders (viz. Agency and bank) which facilitates end-to-end tracking of the response. Creation of FAQs specific to brand, products and services for first level response (FLR).
- Creation of response templates based on various scenarios across brand, products and services
- FLRs to be formulated and shared with the Bank on a weekly basis based on user queries/ feedback and any new info on products and services.
- Standard Response Template to be updated by the Agency on a daily basis based on the responses submitted by the Bank and contact centre to the various queries. The SRT to be shared with the Bank on a weekly basis highlighting the updates.

- Integrated system for response management and escalation may be developed with facility to prioritize posts.
- 24X7 Online Reputation Management.
- 24X7 Monitoring and Response on the Bank's Official Social Media Channels.
- Handling the negative / urgent / high priority comments immediately and appropriately.
- First level of response should be managed by the Agency within 5 minutes of the post, provided FLR's are pre-defined and approved by SBI.
- Minimize negative impact on the Bank's brand on account of its official social media channels.
- As per the requirement of the situation and need given by the bank, the Agency should be able to provide multi language support for response management. Further any response given in vernacular language should be translated and given in English Language in the report submitted to the bank.
- Any other need-based requirement given by the bank.

TOOLS AND THEIR USAGE

- The agency will provide one or more tool(s) as per requirement at no extra cost. However, hardware to use the tools may be provided by SBI at its office(s). The list of all tools that will be used for the optimization and execution of the campaigns has to be shared and the agency should be comfortable to arrange for a walk through for the same if needed.
- The tool should crawl the web including Social Media Platforms, Forums, Blogs, News, Communities, Websites, etc. to aggregate content / mentions related to the Bank's Products / Services, key competition
- The tool should be able to be used for social listening, sentiment analysis and posting & tracking responses
- Comparison / Review of existing Social Media tools vis a vis other Social Media tools available in the market on yearly basis.
- The tool should have the following capabilities:
 - i. To aggregate content from various Social Media Sites and relevant platforms across the web.
 - ii. To run a sentiment analysis on the content.
 - iii. Real-time filtering and monitoring of posts.
 - iv. To generate reports on the sentiments at the brand and product level.
 - v. To track the response end to end.
 - vi. To identify the sentiment of the post.
 - vii. To classify and prioritize the mentions and respond them accordingly.
 - viii. Provide In-depth Dash-Board reports and Age-Wise analysis of the responses.
 - ix. Ability to integrate with bank's other channels like CRM, Email, Complaint Management System, Lead Management System, etc. to have an automated and integrated approach.
 - x. Ability to create and manage social media campaigns on various platforms.
 - xi. Ability to publish content/posts on Bank's Social platforms.
 - xii. Ability to see translation of the comment in vernacular languages other than English or Hindi.
 - xiii. Ability to provide multi-language responses and generate corresponding reports.
 - xiv. Ability to run campaigns and generate corresponding reports.
 - xv. Ability to use for in-house Command centre.
 - xvi. Ability of the tool to be customized as per the requirements of the bank.
 - xvii. All the licensed APIs should be configured with the tool.
 - xviii. Backup of the data should be stored and made available to the Bank.
 - xix. 24X7 listening, monitoring and responding capability on social media space.

COMMAND CENTRE

Create and manage onsite (Banks Premise) live Command centre set up with at least 6 screens enabling smart Customer Experience and insights through AI, Big Data, and automation. Real-time monitoring of followings to be ensured:

- Marketing efficiency/ trends
- Identify influencers for the brand

- Customers (existing/ potential)
- Risk Management
- Lead Generation
- Competitor scan and insights
- User-generated content (UGC) insights
- Campaign Performance
- Crisis Management
- Identifying location specific buzz
- Content Creation

Command centre should support vernacular languages and be able to listen and generate language specific insights for effective sentiment and context extraction.

Expectations:

- All visualizations are in Sync coming from a single Database.
- Live data to Insights – Single command/click.
- Trends, location, Context & sentiment.
- Strategic insights for influencer management.
- Automated Alerts/ triggers.
- Real time campaign insights to amplify impact, reach and engagement.
- Direct feedback mechanism to drive research data points.
- Leverage open data to understand what India is talking about.
- Understanding potential Topics, Sentiment across topics, general EQ of the country and influencers.
- Past, current and potential future trends.
- Identifying relatable content themes.
- High level insights on what kind of content has more participation to seek out programming ideas
- Any other data analysis as required by the Bank.

SOCIAL MEDIA/ DIGITAL ADVERTISING

- Develop an appropriate social/ digital advertising plan for promoting the Bank's Official Social Channels within a fixed TAT, as per the agreement which will be signed by the selected agency.
- Develop and execute a targeted social media advertising program to reach out to target stakeholders, namely existing and potential customers as per the marketing trends on real time basis.
- Develop and execute promotions campaigns through targeted keyword advertising in terms of featured videos and other ad options as per the marketing trends on real time basis.
 - i. Facebook Ads
 - ii. YouTube Featured Ads, In-stream Ads, Display Ads, Trending Ads, etc.
 - iii. Influencer Marketing on Twitter, Instagram, etc.
 - iv. Lead generation Ads
 - v. Product promotion Ads
 - vi. Traffic Ads
 - vii. Promoted Tweets and Promoted Accounts Ads
 - viii. Ads for Quora (Image Ads, Traffic Ads, etc.)
 - ix. Social Bookmarking
 - x. Any other promotional methods offered by the platforms the bank already has presence on or the bank intends to have its presence.
- Should the Bank decide to undertake advertising on other digital media, the agency should develop and implement strategies with approval from the Bank. The budget for the same would be as decided by the Bank. The agency will share their inputs based on KPIs and expected outcomes from the advertising campaign.

- Close monitoring/ tracking of Ads/ Campaigns/ Contests and optimisation by plugging in different technologies required to amplify the performance, suggest alterations, etc.
- Making sure the campaign performance is tracked through proper channels at our end.
- Partner with Bloggers/ Influencers for creating buzz around the brand and to influence social signals
- Any other requirements.
- Fee/commission for executing various ads/campaigns/contests would be a part of retainership. There will not be any extra fee/commission for this. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by SBI subject to prior approval. Any purchase from the selected agency's group companies or subsidiaries will not be paid.

REPORTS

- Report Types
 - i. Monthly reports to ANALYSE effectiveness of the Social Media strategy.
 - ii. Daily report of activities on various official pages of the Bank.
 - iii. Weekly Analysis Reports with suggestions to enhance the social media response and sentiment towards the Bank.
 - iv. Campaign Level Report indicating the KPI's, goals and targets reached to be shared via Daily Automated Report/ Weekly/ Monthly/Quarterly Report/Annual Plan.
 - v. Provide weekly performance reports of paid media campaigns.
 - vi. Provide monthly impact analysis and performance reports for all SEO efforts.
 - vii. Any other report required by Bank
- Industry Trends
 - i. Collate / analyse social media chatters on brand/ product/ industry to identify new insights/ trends/ pain points on real time basis.
 - ii. Provide quarterly reports regarding latest trends/ technologies in social media available at bank's disposal for increasing the engagement or suggest the bank to buy/ subscribe.
- Social Media Campaign Performance
 - i. Provide weekly performance reports of social media campaigns.
 - ii. Keep a complete track of all campaigns and submit post evaluation reports for each campaign.
- Content Performance
 - i. Provide daily metrics of how many people viewed, shared, and liked your content
- Channel Performance
 - i. Channel wise break down of SM chatter and online activities on daily basis
- Timing Impact
 - i. Agency to analyse and submit a report on most effective times to post content and engage on weekly basis.
- Geography Identification
 - i. Geographical areas from where the engagement is coming on the page/ post on weekly basis.
- Daily report on queries received and their response status with aging analysis.

- Market Intelligence Reports (To be enabled within 7 days from signing the agreement, with necessary access controls and approvals from State Bank of India required for tool configuration and access)
 - i. Brand Audit (fortnightly)
 - Conversation and Sentiment Drivers
 - Location, Time, and Impact of Conversations
 - Influencers
 - Opportunities and Threats
 - ii. Competition Intelligence (fortnightly)
 - How people talk about our competitors
 - Positioning in industry/ product area/ topic
 - iii. Industry Intelligence (fortnightly)
 - iv. Social Media Update Reports (daily)
 - v. Performance Report (weekly)
- Dashboards for top management and various Business Units on brand, product, service, competition, etc. Any complex applications to support or enable better experience for customers which needs to be purchased from third party platforms other than the agency's associate/ subsidiaries, will be paid on actuals, as per scope defined, subject to banks prior approval
- Daily listening reports at specified time as decided by the Bank on various posts received on official brand channels of the Bank, the response posted by various levels in the Response Mechanism along with a time and aging analysis, including the pending resolution of previous posts.
- Daily report on the total mentions (positive, negative, neutral), type of posts received i.e. queries, complaints, etc., the responses sent and the TAT analysis.
- Weekly report on end-to-end tracking of the responses and the gaining and response time analysis.
- Biweekly market trend reports on the latest changes in policies/ technologies on Social Media platforms.
- Performance Reports of each post/ campaign to be shared on a daily basis
- Top Shared/ Liked content to be shared with the bank on a weekly basis.
- Weekly language wise comment-response reports.
- TAT report for response management on a daily basis (Bank User wise, Agency User wise, etc.)
- Daily sentiments analysis report (minimum 10 competitors including SBI group, banking industry, BFSI, national, global, government, other business sectors)
- Any other report/ presentation as and when required by the bank.

SOCIAL MEDIA SECURITY

The agency will provide alerts of various threats/ dynamic risks as and when it appears on social sites, which may be detected real-time by use of tool/ software or any other technique and initiate appropriate actions to be protected from it. Below are some threats which are just illustrative but not exhaustive.

- Brand and executive impersonations
- Financial frauds, Profanity & Customer attacks
- Scams (Recruitment, Coupons, Lottery, Counterfeit, etc.)
- Piracy and trademark infringement
- Viruses
- Phishing and Social engineering
- Data leakage or posting inappropriate corporate data
- Targeted attacks
- Insider threat
- Social account hijacking
- Spamming

MEDIA PLANNING/ BUYING & EXECUTION:

The agency will also be responsible for recommending the most efficient and cost-effective platforms, media selection including platforms like Search, GDN, GSP, Native ad platform, Video promotions on OTTs or any other channels, programmatic marketing, etc.

SBI may route any work related to digital/ social media partnership and collaborations via the agency for ease of execution as deemed necessary.

- NB: Fee/ commission for executing various ads/campaigns/contests would be a part of retainerhip. There will not be any extra fee/commission for this. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by SBI. Any purchase from the selected agency's group companies or subsidiaries will not be paid.

Minimum three analysts or as per the actual requirement will have to be located at banks premises by the agency, to manage the command centre, campaign briefing and strategizing. CVs of the individuals to be provided in the format provided in Proforma 5.

Required Skills for resource persons of the agency:

A. Digital Domain Skills

- i. Dedicated resource to manage and maintain the command centre.
- ii. Deep understanding of Digital Marketing, Production and Promotions.
- iii. Proficiency in research and analytical abilities to monitor and track trends and disseminate information about the same to appropriate internal stakeholders.
- iv. Proven experience in delivering effective and innovative Digital campaigns.
- v. A solid understanding of social media marketing and ability to create, execute and deliver successful social media marketing campaigns.
- vi. Deep level of familiarity with Search Marketing (both PPC and Organic), Newsletter Marketing, Database Marketing and Digital Analytics.
- vii. Familiarity with Online Reputation Management and various tools used to monitor and respond to queries online.
- viii. Familiarity with leading Online Reputation Management Platforms and their working in large, corporate organizations.
- ix. Thorough understanding of metrics applicable to digital and social media with the ability to collect, collate and interpret appropriate data.
- x. Familiarity with front-end tools related to Digital Marketing such as Photoshop, Illustrator, InDesign, HTML 5, CSS and understanding of the appropriate technology environment.
- xi. Familiarity and knowhow of broadcasting live events.

B. Media Domain Skills

- i. A comprehensive understanding of Digital Media in India with connections with leading players like Google, Programmatic platforms, Facebook, Twitter, LinkedIn and affiliates (among others).
- ii. Hands-on ability to put together, implement and evaluate media plans for all promotional activities undertaken by the bank from time to time.
- iii. Detailed knowledge of media plan and ability to course-correct as desired.
- iv. Experience with negotiating budgets and deliverables with media publishers.
- v. Understanding of technology requirements to enable for analytics, tracking and measurement – ability to communicate the same internally.
- vi. Ability to analyse data and reports provided by the agency and to derive actionable insights for forward planning.
- vii. Ability to execute digital & social media plans simultaneously.

COMPLIANCE OF INFORMATION SECURITY (IS) POLICY

The agency should comply with Bank's Information Security (IS) policy in an ongoing basis in key concern areas relevant to the RFP. Some of the key areas are as under:

- i. Confidentiality, privacy and security for data and application gained as a result of having access to the Bank's internal system, software and other administration should be maintained.
- ii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the selected agency.
- iii. Physical security of the facilities.
- iv. Physical and logical separation from other customers of the selected agency.
- v. Incident response and reporting procedures.
- vi. Password Policy of the Bank.
- vii. Data Encryption/ Protection requirement of the Bank.
- viii. Submission of Application Security/ Vulnerability Assessment/ Penetration Testing/ Audit Clearance Certificate of tools, to be provided after conducting an audit through a CERT-IN empaneled vendor at the end of every quarter/ year.

Security requirement of the Bank will be shared with the agency from time to time.

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

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

SBI reserves the right to negotiate and engage directly with the media/ vendors concerned if circumstances so require.

TEAM COMPOSITION

The agency should provide a dedicated team of minimum 25 persons well versed in Digital & Social Media Marketing and Online Reputation Management for the Bank.

The parties agree to the terms of this SoW, read with the terms of the SLA.

Agreed to and accepted by:

Name:

Title:

Date of signature:

State Bank of India

Agreed to and accepted by:

Name:

Title:

Date of signature:

(Name of Agency)

TAT Sheet (All activities related to the following)

1. Creative: (Static, Video, Gif, etc.)
2. Media Plan (Social Media, Digital Platforms, etc.)
3. SEO/SEM
4. ORM

Annexure – C

Team Structure and Escalation (to be provided by the vendor)