



**REQUEST FOR PROPOSAL (RFP)**  
**ENGAGE EVENT MANAGEMENT AGENCY**

**RFP NO: CC/M&C/2019-20/01**

**Dated: 02.05.2019**

**State Bank of India  
Marketing and Communications Department,  
Corporate Centre,  
Nariman Point,  
Mumbai-400021**

**DGM (MO)**

**DGM (Sustainability)**

**AGM (Telecom)**

**AGM (CSR)**

**AGM (Social Media)**

**CM(M&C)**

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## Part I

### 1. Invitation to Bid:

1. **State Bank of India** (herein after referred to as '**SBI/the Bank**', having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India, branches/other offices, other exchange companies available at various locations and managed by the Bank. This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBI** for hiring of agencies for conducting below the lines activities.
2. In order to meet the Service requirements, the Bank proposes to invite tenders from eligible vendors as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
3. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
4. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.
5. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for hiring of Agencies desired in this document.
6. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
7. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing services to SBI are invited to submit their technical proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent empanelment of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

### 2. Disclaimer:

1. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
2. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and

executed by duly authorized official(s) of State Bank of India with the selected Bidder.

3. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
4. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
5. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
6. The issue of this RFP does not imply that the Bank is bound to empanel an agency/agencies for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
7. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

### **3. Definitions:**

1. "Agency" , "Firm" , "Company" , "Bidder" means any entity or person or associations of persons who submit their proposals for providing Services to SBI in accordance with this RFP.
2. "Assignment / job" means the work to be performed by selected Event Agency pursuant to the Contract.
3. "Bank" means 'State Bank of India' or 'SBI' constituted as per the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai acting through its Marketing & Communications Department at Corporate Centre, Mumbai.
4. "Contract" means the agreement in a format approved by SBI, to be executed between SBI and the selected/successful bidders as per this RFP for the services as per the terms and conditions approved by the SBI and in accordance with the Terms of Reference (TOR).

5. "Day" means English calendar day.
6. "RFP" means this Request for Proposal issued by SBI for the engagement of Event Agency seeking proposal from select Agencies.
7. "Terms of Reference" (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
8. "Proposal or Bid" means the bidder's written reply or submission in response to this RFP.
9. "Financial Bid" means Commercial Bid and vice versa.
10. "Selected Bidder" or Selected Agency means Agency selected through the process enumerated in this process.

#### **4. Overview:**

**4.1** State Bank of India (SBI) is India's largest Bank with a network of more than 22000 branches spread across India. The Bank has presence in over 30 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. The Bank also has one of the largest networks of more than 58,000 ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

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

**4.3** For the above stated purpose, SBI invites proposals from reputed and qualified Event Management Agencies {EMA} for rendering the services as mentioned herein.

**4.4** The Proposal will be the basis for a formally signed Contract with the selected empanelled Agencies.

**4.5** Agencies shall bear all costs associated with the preparation and submission of their bids. SBI is not bound to accept any or all proposals, and reserves the right to annul the selection process without assigning any reason(s), at any stage of the

RFP process without incurring any liability or obligations on the Bank. SBI also reserves the right to re-issue the RFP, if the Bank decides so.

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

## **5. Purpose of Engagement:**

**5.1** SBI is looking to engage upto 7 Agencies for providing Event Management services (conceptualisation and implementation/Execution of events). The EMA agency should be highly regarded and recognized by the industry in India. The Event Management Agency will be empanelled on a contractual basis for a period of three years, subject to annual performance review. The Bank reserves the right to give an extension of upto one year over and above the contractual three year period subject to an annual performance review.

**5.2** The EMA will be responsible for developing and implementing any events to be organised by the bank inclusive of, and not limited to product launches, promotional events, internal events, press conferences, analysts meet, conclaves, etc. The EMA will be responsible for conception of idea of the event, event design, and execution and other related and required aspects such as permissions from various govt. /other authorities, safety arrangements, insurance etc. As part of this, the EMA may be required to engage with any specialist service providers such as consumer research, film production house, event venues, travel agents, etc. or other relevant service providers to deliver holistic solutions.

**5.3** The Bank reserves the right to increase/decrease the number of agencies as required at it's sole discretion.

## **6. Scope of Work:**

**Mentioned in Annexure E**

## **7. Eligibility & Technical Evaluation Criteria:**

1. Bid is open to all Bidders who meet the eligibility (Annexure B) and technical (Annexure C) criteria of this document. The Bidder must submit the documents substantiating eligibility criteria as mentioned in this RFP document.

2. No Bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be.

## **8. Cost of Bid document:**

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

the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## **9. Clarifications and Amendment of RFP Document**

**9.1** A pre-bid meeting to clarify queries related to the RFP will be held as per date and time mentioned in Time Schedule for RFP Process. In case there is a change in the date and time of the pre- bid meeting the same will be updated on the Banks website (bank.sbi under procurement news)

**9.2** Agencies may request clarifications on any clause of the RFP document at the pre- bid meeting. Any such request for clarification must be sent prior, via email to avp.pr@sbi.co.in before the stipulated date. All such queries by e-mail should be received in the suggested template (Annexure I), on or before the time stipulated for the said purpose in the Time Schedule for RFP process. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para 9.3 below.

**9.3** SBI may at its sole discretion, but without under any obligations to do so, amend, update, clarify, modify or supplement the RFP by issuing an addendum/corrigendum/clarification on the banks website (bank.sbi) under procurement news which shall be binding on all concerned. To enable the bidders to take into account the impact of the amendments in their proposals, SBI may, at its sole discretion, extend the deadline for submission of proposals. The bidders are advised to check the Bank's website regularly till date of submission of bid document as specified in the schedule of events and ensure that clarifications/amendments/corrigendum issue by the Bank, if any, have been taken into consideration before submitting the Bid.

## **10. Contents of Bid documents:**

1. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
2. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
3. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.

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

#### 11. Earnest Money:

1. The Bidder shall furnish Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs)
2. EMD is required to protect the Bank against the risk of Bidder's conduct.
3. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-F**], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
4. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
5. The EMD of the unsuccessful Bidders shall be returned within 4 weeks from the date of Bid finalisation.
6. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP which should be strictly on the lines of format placed at **Annexure-F**.
7. No interest is payable on EMD.
8. The EMD may be forfeited: -
  - i. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
  - ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
  - iii. if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.
  - iv. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

#### 12. Bid Preparation and Submission:

1. The Bid is to be submitted in a single sealed envelope. The envelope is to be prominently marked as '**Proposal for providing Event Management services in response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_**'. This envelope should contain following documents and **properly sealed**:
  - a. Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
  - b. Earnest Money Deposit (EMD) as specified (**Under Point 11 and Annexure F**) in this document.
  - c. A letter on Bidder's letter head: -
    - i. Mentioning details of EMD submitted, technical competence and experience of the Bidder

- ii. Certifying that the period of the validity of the Bid is as per terms of this RFP.
  - iii. Confirming that they agree with all the terms and conditions mentioned in the RFP.
  - iv. Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-C.**
- d. Bidder's details as per **Annexure-D** on Bidder's letter head.
- e. Any deviations sought from technical criteria/specifications given in RFP.
- f. Audited balance sheets and profit and loss account statement for last three years
- g. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- h. Presentation in the form of PPT in a pen drive as well as hardcopy (Print) in between 12-15 slides.
2. Bidders may please note:
- a. The Bidder should note that all the documents along with the annexure should be in one single envelope.
  - b. A soft copy (Word format) on a pen drive should also be kept in a separate envelope within the envelope of main Bid. Voluminous documents should be submitted only on pen drive.
  - c. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
  - d. Bids are liable to be rejected if only any of the documents is found missing in the technical bid received.
  - e. If deemed necessary the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted
  - f. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
  - g. The Bidder must provide specific and factual replies to the points raised in the RFP.
  - h. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
  - i. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
  - j. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
  - k. The Bid document shall be spirally bound.
  - l. The Bank reserves the right to reject Bids not conforming to above.
  - m. The two NON-WINDOW (Technical Bid and Pen Drive) envelopes shall

- be put together and sealed in an outer NON-WINDOW envelope.
- n. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
  - o. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

**13. Deadline for Submission of Bids:**

- 1. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- 2. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- 3. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- 4. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

**14. Modification and Withdrawal of Bids:**

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

**15. Period of Validity of Bids:**

- 1. Bids shall remain valid for 180 days from the last date of submission. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- 2. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- 3. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

**16. Bid integrity:**

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

#### **17. Bidding process/Opening of Technical Bids:**

1. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
2. On the bid opening date, technical Bid will be opened. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility.
3. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
4. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
5. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
6. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **18. Technical Evaluation:**

1. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank at their cost

2. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

#### **19. Evaluation of Bids and Finalization:**

1. A bid submitted with even a single document missing or not submitted in the prescribed format in the same can be rejected by the bank.
2. Markings will be given to bidders as per Annexure XYZ
3. The bidders will be empanelled based on the technical evaluation and presentation submitted on the brief.
4. All presentations will be evaluated by a committee of the bank
5. Up to 7 Agencies with the highest marks will be empanelled
6. Decision of the committee will be final and binding on all

## **20. Contacting the Bank:**

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

## **21. Powers to Vary or Omit Work:**

1. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
2. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
3. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

4. The bank reserves the right based on the circumstances or the nature of the event to award the event to any particular agency from the empanelled list or from outside.

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

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

**23. Contract Amendments:**

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

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

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

**25. Performance Bank Guarantee:**

1. Performance Bank Guarantee [PBG] of Rs 10 Lakh with validity period specified in Part II of this RFP strictly on the format at **Annexure-L** is to be submitted by the finally selected Bidder. The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

2. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages as specified in clause 34 then also the Bank reserves the right to invoke the PBG.

**26. Penalties:**

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

**27. Right to Verification:**

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

**28. Right to Audit:**

1. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of Services provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
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.
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.

**29. Subcontracting:**

The contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

**30. Limitation of liability:**

1. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Bidder shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project.
2. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or wilful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

**31. Confidentiality:**

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

**32. Vendor’s obligations:**

1. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
2. The Vendor is obliged to work closely with the Bank’s staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
3. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor’s negligence. The Vendor will pay all

indemnities arising from such incidents and will not hold the Bank responsible or obligated.

4. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
5. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-H** of this document.

### **33. Patent Rights/Intellectual Property Rights:**

1. The Bidder agrees that all data or information supplied by the Bank Successful Bidder in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
2. Any licensed material used by the Service Provider for performing Services or developing Work Product for the Bank, the Service Provider should have right to use as well as right to license for the outsourced services. Any license or IPR violation on the part of Service Provider should not put the Bank at risk.
3. The Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, trade secret, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement, subject to the following condition (s):
  - a. The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
  - b. The Bank shall not make any admission of claims causing prejudice to the defence of the Service Provider against such claims without the Service Provider's prior written consent.
4. All Work Product prepared by the Bidder in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Bidder. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
5. In the event that Bidder integrates any work that was previously created by the Bidder into any Work Product, the Bidder shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual

Property Rights, in connection with the Work Product in any manner that the Bank deems appropriate.

**34. Liquidated Damages:**

If the Vendor fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages **mentioned in Penalties , Annexure G**). Once the maximum deduction is reached, the Bank may consider termination of the Contract.

**35. Conflict of Interest:**

1. SBI requires that Agencies provide professional, objective and impartial services and at all times hold SBI's interests' paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from SBI.
2. Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of SBI, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if SBI comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment.
3. Employees of SBI shall not work for or be a part of the firm/company or Agency (ies). Similarly, employees of the Agency shall not have any right of employment in the Bank.

**36. Fraud & Corrupt Practices:**

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

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

### 37. Termination for Default:

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract/ blacklist in whole or in part for any of the following reasons:
  - a. If the Vendor fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
  - b. If the vendor fails to bid or respond for three consecutive bid given by the bank without assigning any satisfactory reason to bank in writing or on email; or
  - c. If the vendor fails to perform any other obligation(s) under the contract; or

- d. Laxity in adherence to standards laid down by the Bank; or
  - e. Discrepancies/deviations in the agreed processes and/or Services.; or
  - f. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- vi. 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 no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Penalties, Annexure G)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

### 38. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor 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 Vendor, 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.

**39. Termination for Convenience:**

The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

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

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

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

**41. Governing Language:**

The governing language shall be English.

**42. Applicable Law:**

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

**43. Taxes and Duties:**

1. The Vendor 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.
2. 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.
3. 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.

4. The selected vendor shall bear all the legal and stamp duty costs once selected as part of the process

#### **44. Tax deduction at Source:**

1. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.

2. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **45. Tender Fee:**

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

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

#### **46. Notices:**

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

#### **47. Transition Clause:**

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

**49. Terms of Payment:**

**49.1** The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the completion of the activity for necessary settlement. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents and bills as well as copies of the supplier bills where relevant. Any request for advance payments would have to be supported with details of such request.

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

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

**50. Other Information:**

**50.1** The ownership of any creative content / props / material etc such as print / outdoor / on-line creative, TV commercials, radio jingles/spots, event set up material for which bank has paid and any 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.

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

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

**50.4** 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.

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

**50.6** The Agency will at no time resort to plagiarism. 'SBI' will not be a party to any dispute arising on account of plagiarism resorted to by the Agency. The agency will indemnify SBI against any claim, laws, damages, etc. arising out of the agency having resorted to plagiarism or violation & IPR of any third party

**Part-II**

50 .	<b><u>SCHEDULE OF EVENTS</u></b>
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S No	Particulars	Remarks
1	<b>Contact details of issuing department</b>  (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Ritesh Mehta, AVP, PR (Marketing & Communications) <a href="mailto:avp.pr@sbi.co.in">avp.pr@sbi.co.in</a> , No:22742883 / 22740831
2	<b>Bid Document Availability including changes/amendments, if any to be issued</b>	- RFP may be downloaded from Bank's website <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> procurement news from 02.05.2019 to 22.05.2019
3	<b>Last date for requesting clarification</b>	4.00 PM (time) on 09.05.2019 (date)  All communications regarding points / queries requiring clarifications shall be given by e-mail
4	<b>Pre - Bid Meeting at (venue)</b>	From 03:00 PM to 5:00PM on 13.05.2019 at 10 <sup>th</sup> Floor, Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 400021
5	<b>Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.</b>	Latest by 16.05.2019
6	<b>Last date and time for Bid submission</b>	4:00 PM on 22.05.2019
7	<b>Address for submission of Bids</b>	AVP(PR) , Marketing & Communications Department, 8 <sup>th</sup> Floor, Corporate Centre, State

		Bank Bhavan, Nariman Point-400021	
8	<b>Date and Time of opening of Technical Bids</b>	3 PM on 23.05.2019  Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.	
9	<b>Tender Fee</b>	Amount Rs 20,000	
		Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India	
10	<b>Earnest Money Deposit</b>	Rs.2,00,000/-	<b>Validity period from the date of Bid opening -</b>

**BID FORM (TECHNICAL BID)**

[On Company's letter head]

(to be included in Technical Bid Envelope)

Date: \_\_\_\_\_

To:

< address of tendering office >

Dear Sir,

**Ref: RFP No. SBI:xx:xxdated dd/mm/yyyy**

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

2. While submitting this Bid, we certify that:

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

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

4. We agree to abide by all the Bid terms and conditions of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).

- 15. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
- 16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 201

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*(Signature)*

*(Name)*

*(In the capacity of)*

Duly authorised to sign Bid for and on behalf of

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**Seal of the company.**

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                   | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                                                                                                                                         |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an agency registered in India since at least last 7 years.                                                                                                                 |                            | Copy of the Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. In case of proprietorship/partnership firms please submit copy of trade license/tax registrations certificate and partnership deed. |
| 2.            | The Bidder must have an average turnover of Rs. 5 crores during last 3 financial year(s) (AY/FY 16,17&18)                                                                                     |                            | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.                                                                                                                                                                                            |
| 3.            | The Bidder should be a profitable organization (based on EBITDA) in the last 3 financial year(s) (AY/FY 16,17&18)                                                                             |                            | Copy of the audited balance sheets along with profit and loss statement for corresponding years or Certificate of the Chartered Accountant                                                                                                                                                               |
| 4.            | The bidder should have provided EMA services to at least 20 different events worth atleast five lakh in last 2 years of which 10 events should have been of at least worth 25 lacs per event. |                            | Work order/PO from the clients or Completion certificate from clients on client's letterhead.<br>&<br>Invoice/completion certificate of clients (Amount mentioned) of 5 events for 25 lakhs and above events                                                                                             |
| 5.            | Bidder should have capabilities to develop any kind of creatives for various requirements, including but not limited to event management                                                      |                            | A self-declaration on the agency's letter head to be submitted                                                                                                                                                                                                                                           |

|    |                                                                                                                                               |  |                                                                                                                                                                    |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. | Bidders should not have been blacklisted for any reason by any Public-Sector Unit or government body                                          |  | Bidder should specifically confirm on their letter head in this regard.                                                                                            |
| 7. | The bidder should have a full-fledged office at Mumbai and be able to provide full on-site services in other parts of the country / overseas. |  | A copy of latest Landline phone bill /Electricity bill/ Registration with shop and establishment Dept. / Registered rent or lease agreement in the name of bidder. |

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

| Sr. No | Evaluation parameters               | Maximum Marks |
|--------|-------------------------------------|---------------|
| 1      | Experience of the Agency            | 15            |
| 2      | Turnover of agency for last 3 years | 15            |
| 3      | No of Events of more than 2 lakh    | 20            |
| 4      | Sectors worked in                   | 10            |
| 5      | Case Study/Presentation             | 40            |

**Agencies to note that:**

- Agency's primary business should be that of providing Event Management to help organizations' meet business/ marketing objectives to grow their business. The events management service cannot be just one of the peripheral services the agency offers.
- Agency or its' senior management team should have had work experience of at least 7 years in the Event industry with adequate staff strength with full back office support of technical staff across discipline. Experiences in either FMCG, Services, BFSI sector, Telecom, Technology events or any other customer centric businesses would be preferred.
- Agency's talent pool should possess extensive experience to develop event ideas, plan and execute them across the country / overseas in all formats / venues. Any mainline, digital media or production jobs corresponding to such kind of jobs may be assigned to the appointed agencies at the Bank's discretion after ascertaining the agency's capability.
- Agency would be required to submit evidence of such claims, stated above, as part of their bid or presentation, if short listed.
- Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bid not substantially responsive to this document in every respect will be at the Agency's risk and may result in rejection of the bid.

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

Signature

Seal of Company

**Annexure-C**
**Technical Eligibility and Evaluation Criteria**

| Sr. No    | Main Parameter                                                                                                | Criteria                             | Marks |                                                                                                                                                                                                                                                                                           |
|-----------|---------------------------------------------------------------------------------------------------------------|--------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.</b> | <b>Experience of Agency</b>                                                                                   |                                      |       |                                                                                                                                                                                                                                                                                           |
|           | In Event Management                                                                                           | More than 15 years                   | 15    | Copy of the Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. In case of proprietorship/partnership firms please submit copy of trade license and GST certificate/partnership deed |
|           |                                                                                                               | 11 to less than or equal to 15 years | 13    |                                                                                                                                                                                                                                                                                           |
|           |                                                                                                               | 7 to less than or equal to 11 years  | 11    |                                                                                                                                                                                                                                                                                           |
| <b>2.</b> | <b>Turnover of the agency</b>                                                                                 |                                      |       |                                                                                                                                                                                                                                                                                           |
|           | Average Turnover of the year FY16, FY17, FY18                                                                 | > 10                                 | 15    | Copies of CA Certificate                                                                                                                                                                                                                                                                  |
|           |                                                                                                               | 8.1-10Cr                             | 13    |                                                                                                                                                                                                                                                                                           |
|           |                                                                                                               | 5-8 Cr                               | 11    |                                                                                                                                                                                                                                                                                           |
| <b>3.</b> | <b>Client Base</b>                                                                                            |                                      |       |                                                                                                                                                                                                                                                                                           |
|           | No of Events conducted above 5 lakhs in the last 2 years                                                      | > 50                                 | 20    | Client Certificate/PO                                                                                                                                                                                                                                                                     |
|           |                                                                                                               | 41-50                                | 16    |                                                                                                                                                                                                                                                                                           |
|           |                                                                                                               | 31-40                                | 13    |                                                                                                                                                                                                                                                                                           |
|           |                                                                                                               | 20-30                                | 10    |                                                                                                                                                                                                                                                                                           |
| <b>4.</b> | <b>Sectors Worked in</b>                                                                                      |                                      |       |                                                                                                                                                                                                                                                                                           |
|           | Sectors (BFSI, FMCG, Aviation, Travel, Technology, CD, Media, Auto, Telecom, Infra, Pharma, Real Estate, Etc) | > 8                                  | 10    | Client Certificate/PO                                                                                                                                                                                                                                                                     |
|           |                                                                                                               | 6-8                                  | 7     |                                                                                                                                                                                                                                                                                           |
|           |                                                                                                               | 3-5                                  | 5     |                                                                                                                                                                                                                                                                                           |

|          | <b>Presentation</b>   | <b>Please submit a case study of the best Event conceived and executed by the Agency</b> |
|----------|-----------------------|------------------------------------------------------------------------------------------|
| <b>1</b> | Creativity/Innovation | Maximum Marks 20                                                                         |
| <b>2</b> | Use of Technology     | Maximum Marks 10                                                                         |
| <b>3</b> | Elements used         | Maximum Marks 10                                                                         |

**Total Score for presentation Bid will be calculated as per the table provided above**

**Additional Information:**

- SBI shall evaluate and shortlist the proposals on the basis of their responsiveness to the Terms of Reference and technical evaluation criteria.
- All proposals will be evaluated on a score of 100. Technical evaluation, will carry 60% weightage and presentation will carry 40% weightage.
- The cumulative score of technical proposal (60%) and presentation (40%) will determine the selection of the Event Management Agency.

Signature and Seal of Company

**Annexure C 1**

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

1. Name of Agency [Insert name of firm proposing the staff]:
2. Name of Staff [Insert full name]:
3. Proposed / Current Position:
4. Event management qualifications, if any Relevant Employment Record [Starting with present position, list in reverse order every relevant employment held by the staff member giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

From [Year]:                      To [Year]:

Employer:

Positions held:

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

**Note:**

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

**(Signature of Authorised Signatory)**

**Name of the Authorised Signatory:**

**Firm Name:**

**Annexure-D**
**Bidder Details**

| SN | Parameters                                                                                                                                                           | Particulars/Description  |                |                                         |                                 |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------|-----------------------------------------|---------------------------------|
| 1  | <b>Name of bidding Agency</b>                                                                                                                                        |                          |                |                                         |                                 |
|    | (Name, Mobile No and e-mail of bidding Agency's official for sending important communication pertaining to this bidding process)                                     |                          |                |                                         |                                 |
| 2  | <b>Address of Head office</b>                                                                                                                                        |                          |                |                                         |                                 |
| 3  | <b>Primary business of the bidding Agency</b>                                                                                                                        | [not more than 20 words] |                |                                         |                                 |
| 4  | <b>Constitution of the bidding Agency</b>                                                                                                                            |                          |                |                                         |                                 |
| 5  | <b>Date of Establishment</b>                                                                                                                                         |                          |                |                                         |                                 |
| 6  | <b>Years of Agency experience in below the line field</b>                                                                                                            |                          |                |                                         |                                 |
| 7  | <b>Name of founding member of the bidding Agency</b><br><br>[give name of all members. In case founding member is no more with the Agency, mention reason with year] | SN                       | Name of member | Position held at the time of foundation | Position now held by the member |
|    |                                                                                                                                                                      | 1                        |                |                                         |                                 |
|    |                                                                                                                                                                      | 2                        |                |                                         |                                 |
| 8  | <b>Details of Statutory registrations of the Agency</b>                                                                                                              |                          |                |                                         |                                 |
| 9  | <b>Name of bidding Agency's key functionaries</b><br><br>a) Chief Executive Officer/Directors                                                                        |                          |                |                                         |                                 |

|    | <b>b) Production Head</b>                                                                                                                         |      |                  |                    |                |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------|--------------------|----------------|
| 10 | <b>Any Awards or client appreciation letter after the event</b>                                                                                   |      |                  |                    |                |
| 11 | <b>Financials of the Agency/firm for the last 2 years</b><br><br>(Mention amount in crores ₹)                                                     |      |                  |                    |                |
| 12 | <b>Complete list of Agency's current clients (as on 31.03.2019)</b>                                                                               |      |                  |                    |                |
| 13 | <b>List of clients acquired during last 5 years</b>                                                                                               |      |                  |                    |                |
| 14 | <b>List of the clients lost during last 5 years</b>                                                                                               |      |                  |                    |                |
| 15 | <b>Present Banker of the Agency/Firm</b>                                                                                                          | S.N. | Name of the Bank | Branch and address | Account number |
|    |                                                                                                                                                   | 1    |                  |                    |                |
|    |                                                                                                                                                   | 2    |                  |                    |                |
| 16 | <b>Major Events handled, if any for single products/services/brand involving spend of Rs. 25.0 lakh and above during last two financial years</b> |      |                  |                    |                |
| 17 | <b>Details regarding litigations Agency / Firm has</b>                                                                                            |      |                  |                    |                |
| 18 | <b>If Agency/ Firm is maintaining website, its URL</b>                                                                                            |      |                  |                    |                |

**Annexure D 1**

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

**Total List of Clients of the Agency**

| <b>SN</b> | <b>Name of Client</b> | <b>Sector of client</b> | <b>Since year (in chronological order)</b> |
|-----------|-----------------------|-------------------------|--------------------------------------------|
| 1         |                       |                         |                                            |
| 2         |                       |                         |                                            |
| 3         |                       |                         |                                            |
|           |                       |                         |                                            |
|           |                       |                         |                                            |

Signature of Authorized person:

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

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

Seal of Agency

**Annexure D2**

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

**List of Clients Acquired during last 3 years**

| <b>SN</b> | <b>Name of Client</b> | <b>Acquiring year<br/>(in chronological order)</b> |
|-----------|-----------------------|----------------------------------------------------|
| 1         |                       |                                                    |
| 2         |                       |                                                    |
| 3         |                       |                                                    |
|           |                       |                                                    |
|           |                       |                                                    |

Signature of Authorized person:

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

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

Seal of Agency

**Annexure D3**

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

**List of Clients lost during last 3 years**

| <b>SN</b> | <b>Name of Client</b> | <b>Year lost<br/>(in chronological order)</b> |
|-----------|-----------------------|-----------------------------------------------|
| 1         |                       |                                               |
| 2         |                       |                                               |
| 3         |                       |                                               |
|           |                       |                                               |
|           |                       |                                               |

Signature of Authorized person:

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

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

Seal of Agency

**Annexure D4**

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

**Major events handled above Rs. 25 lakhs during the last 2 FYs**

| <b>SN</b> | <b>Name of Client</b> | <b>Campaign Description</b> | <b>Amount (Rs. In crs)</b> | <b>Date of Activity</b> |
|-----------|-----------------------|-----------------------------|----------------------------|-------------------------|
| 1         |                       |                             |                            |                         |
| 2         |                       |                             |                            |                         |
| 3         |                       |                             |                            |                         |
| 4         |                       |                             |                            |                         |
| 5         |                       |                             |                            |                         |

Signature of Authorized person:

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

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

Seal of Agency

**Annexure D5**

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

**STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER**

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

Signature of Authorized person:

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

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

Seal of Agency

**Annexure D6**

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

**TURNOVER CERTIFICATE****TO WHOM SO EVER IT MAY CONCERN**

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

(Rs. In Crores)

| <b>Particulars</b> | <b>2015-16</b> | <b>2016-17</b> | <b>2017-18</b> |
|--------------------|----------------|----------------|----------------|
| Turn over          |                |                |                |
| Net profit         |                |                |                |
| Net-worth          |                |                |                |

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

Signatures of Auditors / Chartered Accountants

Name:

Seal

Place:

Date:

|                      |
|----------------------|
| <b>Scope of Work</b> |
|----------------------|

1. Pre event planning as per event requirement
2. Planning and Execution as per event brief provided.
3. Concept development and presentation on suggested theme with rationale.
4. Set Designing and 3D rendering of Set.
5. Creative designing and print files generation as per developed concept as per corporate brand guidelines.
6. Sourcing of Event requisites such as giveaways.
7. Printing and branding as per print files provided.
8. Onsite Event Fabrication.
9. Onsite Technical Setup.
10. Sourcing of specialists as per event requirement.
11. Sourcing of any specialist as per event requirement e.g. Subject matter speakers, motivational speakers, team building experts etc
12. Artist Management and coordination
13. Arranging all required govt clearances/ permissions/ Licenses to conduct the event.
14. Local liaising with Hotel/Branch for smooth event setup and running of show.
15. Liaising with Company representative for the event flow or any special requirements.
16. Timely submission of event photograph, video etc.
17. Timely event closure and submission of closure report
18. Airport and Hotel coordination for any branding requirement during arrival.
19. Any other work related to event management or any other marketing related work the bank may assign.

**Above list is only indicative. Empanelled agencies must undertake and deliver any other event related aspect that SBI may brief.**

}

**ANNEXURE-F****FORMAT FOR EMD BANK GUARANTEE**

To:

-----

-----

Dear Sir,

**EMD BANK GUARANTEE FOR****NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP NO.SBI:xx:xx DATED dd/mm/yyyy**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to provide ..... (name of Services) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as Earnest Money Deposit.

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

**4. NOW THIS GUARANTEE WITNESSETH THAT**

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further

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

6. We hereby further agree that –

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

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. ....../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of

---

Authorized official.

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

## **ANNEXURE-G**

### **Penalties**

1. Any damage caused to the reputation of the bank due to any mismanagement in the event handling or execution of the event by the agency or its subcontractors, it will be liable to pay 5 times the cost of the event to the bank within 15 days or else bank will take legal action against the agency
2. If the agency uses the brand/name of the bank for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the bank
3. If the agency after taking up the work for an event, leaves it incomplete due to any reason, the agency would have to pay 5 times the cost of the event to the bank.

**ANNEXURE-H**

**NON-DISCLOSURE AGREEMENT**

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

\_\_\_\_\_ constituted under the \_\_\_\_\_ Act, \_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_ (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.

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

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

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

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

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

## 2. Restrictions

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

3. **Rights and Remedies**

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the

Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive for a period of 5 (five) years post change or termination of the parties’ business relationship provided confidentiality obligations with respect to individually identifiable information, customer’s data of Parties, financial/account records or employee(s) records shall survive perpetual.

## 5. **Suggestions and Feedback**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017 at \_\_\_\_\_  
(month) (place)

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

For and on behalf of \_\_\_\_\_

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

**ANNEXURE-I**

**Pre-Bid Query Format**

**(To be provide strictly in Excel format)**

| <b>Vendor Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |

**ANNEXURE-J**

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

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its -----Department / Office at -----,-----,

(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by

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

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and

- will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
  - 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.
- 2. Commitments of BIDDERS**
- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
  - 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
  - 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
  - 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he

has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

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

### **4. Earnest Money (Security Deposit)**

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

- conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
  - (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**6 Fall Clause**

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

**7. Independent Monitors**

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

|       |       |
|-------|-------|
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided

- by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
8. **Facilitation of Investigation**  
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
9. **Law and Place of Jurisdiction**  
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
10. **Other Legal Actions**  
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
11. **Validity**
- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.
- 11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
12. The parties hereby sign this Integrity Pact at \_\_\_ on \_\_\_\_\_

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

For BIDDER  
Chief Executive Officer

Witness  
1

Witness

2

1.

2.

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

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

**Annexure K**

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

**DECLARATION-CUM-CERTIFICATE: NO OVERDUES****TO WHOMSOEVER IT MAY CONCERN**

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

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

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in enclosure attached to the bid/proposal, which may have an impact affecting or compromising the delivery of services required.

Signature of Authorized person:

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

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

Seal of Agency

## ANNEXURE-L

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

**THIS PERFORMANCE BANK GUARANTEE AGREEMENT** executed at .....this.....day of ..... 2018 by ..... (Name of the Bank)..... having its Registered Office at .....and its Branch at .....(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at----- **(procuring office address)**, hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**") which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support ..... (name of Services) (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

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

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

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_\_ years from the date of the issuance i.e. up to \_\_\_\_\_ Unless a claim under this

Guarantee is made against us within three (3) months from that date i.e. on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

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

Notwithstanding anything contained herein above:

(a) Our liability under this Bank Guarantee shall not exceed Rs...../-  
(Rupees .....only)

(b) This Bank Guarantee shall be valid upto.....

(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

---

Authorised official

**Annexure M****Event Brief**

State bank of India is looking to promote its product YONO. The latest app which was launched in 2017. Agencies are requested you to suggest IP event which bank can make it as a yearly property. ``

**Target Audience:** Millenials

**Cost:** Maximum 50 Lakh (Includes everything relating to the event accept the taxes)

**Location:** Mumbai/Bengaluru

**Dates:** 1<sup>st</sup> week of July