REQUEST FOR PROPOSAL FOR

Selection of Social Media Management Agency

Ref: HO: MKT: EK: 2021-22: 02

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Bank of India
Star House I, C-5, G Block BKC, Bandra Kurla Complex, Bandra East,
Mumbai, Maharashtra 400051

DISCLAIMER

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Bank of India with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where ever necessary obtain independent advice. Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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1. INVITATION TO BID

Tender Ref No	HO: MKT: EK: 2021-22: 02
Brief Description of RFP	Selection of Social Media Management Agency
Date of issue of RFP	27-04-2021
Bid related queries	Queries related to the bid can be addressed on the below email ID: BOI.Socialmedia@bankofindia.co.in
Last date and time for submission of query	05-05-2021 by 5:00 PM
Date of uploading the Query reply on the bank's Website	07-05-2021
Last date and time for submission of Eligibility and Bidding Document	17-05-2021 by 2:00 PM
Date and Time of Opening of Eligibility Documents	17-05-2021 by 3:00 PM
Date and Time of Presentation	Will be informed separately
Date and Time of Opening of Commercial Documents	Will be informed separately
Place of opening of Bids	Star House-I, C-5, G Block Bank of India Bandra Kurla Complex Bandra East, Mumbai
Address for communication and contact number	Marketing Department, 2nd Floor, West Wing, Star House I, C-5, G Block, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051 Tel No – 66684747 / 66684524/ 66684592

RFP details in brief:

Bank of India invites, from service providers, sealed Bids for managing and maintaining the Bank's social media presence. The bidder should ensure that they satisfy the eligibility criteria as per 3.4 & details in Annexure A.

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 every respect will be at the Bidder's risk and may result in the rejection of the Bid.

The Bank reserves the right to accept or reject, in part or full, any or all the Bids, without assigning any reasons therefore.

2. BANK'S EXISTING SOCIAL MEDIA PRESENCE

The Bank has a good presence on Social Media with 1.19 lakhs +followers on Facebook and 28k+ on Twitter.

The Bank seeks to engage an experienced service provider to substantially revamp and manage the social media presence on an ongoing basis. The intention is to engage with our audiences especially the younger generation and use social media channels do so in a cost-effective manner.

Today most customers rely on the internet and mobile phones to meet their banking needs. Technology has redefined the manner in which consumers make financial decisions and purchase financial products. It is becoming increasingly important for brands to cater to these changing needs with a smooth experience across the entire path to purchase. One of the important channels to reach out to customers is through search engines as they are the primary source of information for customers. It is imperative that our website and its content should figure out for searches made for various banking services.

We also seek Search Engine Optimization (SEO) service for our Bank's product and services which shall help us in generation of leads and conversion of these leads into business as SEO increases the amount of website visitors by getting the site to appear high on results returned by a search engine.

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3. INSTRUCTIONS FOR BIDDERS (IFB)

3.1 General

- Bank intends to engage an experience service provider (also referred to as "Bidder") to revamp, manage and maintain its social media channels (including but not restricted to Facebook page, Twitter Handle, YouTube channel, Instagram etc.) to give new look and feel to attract and service customers from all age-group especially younger generation. The social media channels should be in alignment with corporate theme to showcase Bank's products, services, partner products and services to current and potential clients in efficient, user friendly and easily navigable manner, device agonistic and also comply with industry standards & guidelines of various Regulatory bodies including Reserve Bank of India, Ministry of Finance, SEBI, IBA, IRDA etc.

- Being a technology savvy organization, the Bank would like a proven social media management software to be deployed as well. This software may be accessed by Bank employees as well as Service provider resources. The software proposed should have a verified deployment as stipulated in the eligibility criteria. Please refer point 3.4 for details.

3.2 Period of Contract

- Bank proposes to appoint the Social Media Management Agency for a period of **THREE** years, subject to annual review. The initial appointment shall be for a period of 3 years, however, it can extended for a further period of 2 years, with mutual consent of both the bank and agency and subject to performance review of the Agency.

3.3 Bid Security

- The Bid Security Deposit for the application related to selection of Agency shall be **Rs 2,00,000/-** (Rupees Two lakhs only) payable by Demand Draft or Pay Order favoring "Bank of India " payable at Mumbai is to be submitted along with the **Application Form (Technical Bid)** and is refundable only on the non- acceptance of the offer. Application submitted without bid security will not be entertained. The bid security of the successful Agency will be refunded after signing an agreement with the Bank. No interest is payable for the period bid security money is kept with the Bank. The bank guarantee should be issued by any scheduled commercial bank, other than Bank of India. The bid security shall be forfeited in the event of withdrawal of bid during the period of bid validity or if the successful bidder fails to sign the contract in accordance with the terms and conditions and other requirements specified in RFP or any act of the bidder not in

line with contract obligations.

- Non-refundable Cost of RFP shall be **Rs 10,000/-** (Rupees Ten thousand only) payable by Demand Draft or Pay Order favoring "Bank of India" payable at Mumbai is to be submitted separately along with the application Form.

- The empanelled Agencies shall not use the name of the Bank or its logo to promote their business without prior permission from Bank of India.

3.4 Eligibility Criteria

Reputed agencies meeting the following minimum criteria as on the date of RFP are eligible to apply and are required to submit documents as per Annexure – A. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

- **Annual Turnover:** The Agency's minimum Gross Annual Turnover for last 3 consecutive financial years i.e. F.Y. 2017-18, 2018-19 and 2019-20 should be **at least Rs. 5 Crores** in each FY year as per audited balance sheets. (The clients can be based out of India or overseas). (Standalone Turnover of the company applying for the selection will only be reckoned, not of the Group Company or subsidiaries).
- The bidder should have experience of working as Social Media Management agency for at least two BSE/NSE Listed Corporates and the details of the same should be provided.
- The bidder should be a profit making company during any 2 out of the immediate three consecutive financial years (2017-18, 2018-19 and 2019-20) and should have a positive **Net Worth of Rs. 5 crores.**
- The Agency should have a minimum experience of at least 5 years in Social Media Management and preferably experience in the BFSI sector which should include areas such as: Social Media Planning & Advertising, Social Channel optimization, Content Creation, Analytics, Executing campaigns, Social Listening, Response Management, Coverage of on ground activities and other areas of Social Media Marketing.
- Agency should also have experience of malicious contents takedown.
- Testimonials, if available, from customers across the last 5 years of operation if provided would be an added advantage.
- The Agency should have a full-fledged office in Mumbai and shall allocate a dedicated team (separate from any other BFSI brands the agency may be managing) to execute social media campaigns across all platforms. The agency will be required to furnish the list of personnel who will be assigned to service the Bank of India account along with a brief profile of their /career experiences.

- The Agency shall not have been blacklisted / debarred by any Central / State Government/ Public or Private Sector Undertakings or any related bodies of the media industry. No complaint should be pending with Government or its agencies. Affidavit, in this regard, should be submitted (Annexure F).
- The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required (Annexure H).
- Recognition in the form of industry acclaimed awards specific to Social Media campaigns would be an added advantage.
- The Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bids not substantially responsive to this document in every respect will be at the agency's risk and may result in rejection of the bid.
- The Agency will enclose necessary documents and declaration for the above mentioned eligibility criteria along with application. Bank shall verify the same.

3.5 Scope of work

- The objective is to set up a social networking management system which will enhance the brand and reach of the bank.

  The Service Provider is to provide dedicated Social Media Management Services which includes design, commissioning, installation, configuration, operationalization, testing, go-live services (i.e. manage and maintenance of proposed Hardware, Software, Utilities, Tools, etc.) and post-launch management.

  The tool should crawl the web including Social Media Platforms, Forums, Blogs, News, Communities, Websites, etc. to aggregate content/ mentions for the Bank's Products/Services, key competition.

- **<u>Functional Requirements:-</u>**

  Bank intends to take advantage of the market sentiments using Social Media through one or more of the following modes:

  - Social sites presence (Facebook, Twitter, LinkedIn, YouTube or any other social sites decided by Bank).
  - Active presence on one or more specialty platforms.
  - Real time crisis management.

a) Content Management

- Active postings (including short videos, tutorial, animated videos, GIFs etc.), also link-Embedded Photo Posting.
- Posting Calls to Action.
- Segmented Posting.
- Photo/ Creative Posting (creative may be used by bank on other platforms).
- Questions In Posts
- Social Plug-ins on Website Product / Service Pages
- Apply for Product/Service within Facebook/ Twitter /Whatsapp/ Telegram/ LinkedIn etc. Blogs, Video & RSS Feeds.
- Innovative Content is to be designed to evince user interest. The content bank to be shared every fortnight i.e. a fortnight before planned content release date.
- Campaigns to be designed every 20 days. Campaign strategy, target group, rewards to be shared. Rewards and giveaways if any for the campaigns will be provided by Bank of India or its partners.
- The content once provided to the bank will be a property of the bank and may be deployed at any other channel/platform as decided by the bank.
- Any other requirement given by the bank.

b) Brand Management

- Customer forums
- Crowd Sourcing (Customers participating in products design)
- Product Soft Launch
- Social Prospecting
- Peer Comparison
- Public Relations
- Dedicated Customer Service (Facebook/Twitter/LinkedIn/YouTube account or any other social sites decided by Bank)
- Updating company's latest information and other essential details on ongoing basis.
- Developing branding collaterals - background image, skins, cover photo, etc.
- Managing user feedback and inquiries on official brand channels.
- Conducting an in-depth study of the present official/unofficial presence of the Bank on Social Media and relevant platforms across the web.
- The sentiment about the Bank at present on Social Media and relevant platforms across the web conversation and sentiment drivers.

- Identification of trend.
- Identifying key advocates or detractors. Influencers to be tapped into for propagating the positive reputation of the Bank online.
- Opportunities and Threats: Understand the trend among customer's conversation about what they want to see in our services/products.
- To obtain the verified stamp on all official channels of the Bank within the time-line stated by the Bank, as per guidelines and recommended process by Social Media platforms to successfully conduct the activity.
- Removal of Fake pages of the Bank on various social sites, as per guidelines and recommended process by social media platforms to successfully conduct the activity.
- Find the top keyword's momentum in social networks.
- Any other requirement given by the bank.

c) Social/Digital Advertising:

- Develop an appropriate social/digital advertising plan for promoting the Bank's Official Social Channels.
- Develop and execute a targeted social media advertising program to reach out to target stakeholders, namely existing and potential customers.
- In case the Bank decides to undertake advertising on other digital media the Service Provider should develop and implement the strategies with approval from the Bank. The budget for the same would be as decided by the Bank. The Bank has the right to revise the strategy, budgets, etc. at its discretion.
- Any other requirement given by the bank.

d) Social Listening:

Ability to perform Social media listening, listening operations and accordingly develop Social Media plans & strategies. Tool should be skilled of posting and tracking responses. It should also generate reports for analysis.

The tool should have the capability for sentiment analysis.

- To run a sentiment analysis on the content.
- To identify the sentiment of the post.
- To generate reports on the sentiments at the brand and product level.

The tool should crawl the web including Social media platforms, forums, blogs, news, communities, websites, etc. to aggregate content/ mentions for the Bank's Products/Services, key competition.

- **Operational Requirements:-**

The scope of work for the Service Provider includes (but does not restrict to):

a) Assistance in formulating of Social Media Policy of the Bank devising governance structure for the Bank.

b) Response Management :

- Assisting in formulation of a Response Mechanism involving all stakeholders (viz. Agency, Bank and Contact Centre) where end-to-end tracking of the response is possible.
- Developing a system for response management and escalation with facility to prioritize posts as desired by the Bank.
- Putting in place a response management that runs on a 24*7 basis as desired by the Bank.
- 24*7 Monitoring and Response on the Bank's Official Social Media Channels.
- Creation of FAQs specific to brand, products and services for first level response.
- Creation of response templates based on various scenarios across brand, products and services and sharing it with the bank.
- Providing first level of response within 15 minutes of the post.
- Arranging and ensuring resolution to a query/complaint within 2-3 days by coordinating with the help Bank's team.
- Handling the negative comments immediately and appropriately.
- As per the requirement of the situation and need given by the bank, the service provider should be able to provide multi language support for response management. Further any response given in vernacular language should be translated and given in English Language in the report submitted to the bank.
- Any other requirement given by the bank.

c) Report Management

- The reports should give details where conversations about Banks occurs as per demography, geography, influencers, and popular websites etc.
- Report regarding industry trends and new customer trends prevailing in the industry.
- Daily report of the activity on the various official pages of the Bank.
- Analysis Reports with suggestions to enhance the social media response and sentiment towards the Bank.
    - Report on the total positive, negative, neutral, queries, complaints, etc.

- Report on end-to-end tracking of the responses and the gaining and response time analysis.
- Report on the latest changes in policies/technologies on Social Media platforms.

- Generating and sharing daily report on the queries received and their response status with aging analysis.
- Provide weekly performance reports of social media campaigns.
- Provide daily metrics of how many people viewed, shared, and liked the content posted.
- Channel wise break down of online activities.
- Report regarding most effective times to post social media content and engage.
- Report regarding Geographical areas from where the engagement is coming on the page/post.
- Market Intelligence Reports.

i. Brand Audit.

- Sentiment Drivers
- Location, Time, and Impact of Conversations
- Influencers
- Opportunities and Threats

ii. Competition Intelligence.

- Placement of our competitors in the industry.
- Positioning in industry/product area etc.

iii. Industry Intelligence

- Dashboards for the top management and the various Business Units on brand, product, service, competition, etc.
- Any other report/presentation as and when required by the bank.

➢ **Technical Requirements:-**

The Respondent should deploy their solution and provide their services through a public cloud of a reputed organization. The Bank will not be providing any data centre or disaster recovery space through their service providers. The bidder should include all infrastructure requirements while arriving at the prices:

- Hardware (virtual machines)
- Database

- Operating System
- Storage
- Social Listening and Management Software
- Social Banking (Twitter / Facebook / Whatsapp /Telegram etc.) integration capabilities.
- Any other application required to meet the Project requirement.
- The tool should be capable to integrate with OCRM both for LMS and grievances.

For sizing purposes, empirical data, third party reports, evidence, etc. would be required in the form of benchmarks of that class of hardware with the suggested processors for the proposed Solution to accept the sizing calculation.

The tool should have the following capabilities:

- To aggregate the content from various Social Media Sites and relevant platforms across the web.
- Real-time filtering and monitoring of the posts.
- To track the response end to end.
- To prioritize responses to posts.
- Provide In -depth Dash-Board reports as per requirement.
- Ability to integrate with bank's other channels like E mail, Complaint Management System, Lead Management System, SMS Gateway, Chat Bot, Whatsapp etc. to have an automated and integrated approach.
- Ability to create and manage social media campaigns on various platforms.
- Handle crisis situations and Crisis Management.
- Any other customization of the tool as per the requirements of the bank.

➢ **Digital Asset Management :**

- Location Data Management. Centrally manage all branch locations.
- Branch locator and AI enabled secured landing pages for each branch with auto optimisation.
- Bank wise meta data for perfect optimisation.
- Integrated SEO with AI enabled optimisation for near me searches.
- Automated modules to reflect event/ campaign related announcement to users on pages as well as to Google.
- Accelerated Mobile pages implementation to leverage local searches.
- Automated Sitemap submissions on Google/Bing with the change in location data instantly.
- Facebook Social Timeline with smart keywords.
- Voice Optimised pages.

- Manage Holidays in advance as per your Banking holiday calendar.
- Showcase different branch categories and services with great ease.
- Manage Location wise marketing banner along with localised call to action.
- Online attribution tracking (UTM) on bank's website.
- Instagram Feed integration.
- API integration with Waybeo/ Knowlarity/ Others to track call attribution location wise.

3.6 Consortium

- The bidder may have a tie-up with other consultancy services providing firm as consortium partner for providing an end-to-end services as required under this RFP.
- Bidder can have maximum two consortium partner.
- Bidder should have a back-to-back agreement with consortium partner during the currency of contract to ensure that end-to-end consultancy services proposed as per this RFP is provided as a turnkey services.
- Consortium partner should not participate in a capacity as a Bidder or as a consortium partner for more than one Bidder under this RFP.
- The Bidder should have access to source code to customize Social Media Software as per Bank's needs. Service provider should have a business relationship of at least 2 years with back-to-back agreement with the Software provider and also should provide a copy of agreement to the bank that specifically mentions that the Service Provider will have access to source code.
- The Service Provider preferably should have served or serving at least one Schedule Commercial Bank or NBFC of employee strength at least 20,000 where their combination of software and services has been deployed.
- The Bank reserves the right to inspect the Software while evaluating the Technical Bid.

3.7 Eligible Products and Services

- All systems and related services to be supplied under the Contract shall have their origin in countries allowed as per the prevailing Import Trade Control Regulations in India.
- For purposes of this clause, "origin" means the place where the products are produced, or the place from which the related services are supplied. Products are produced when a commercially - recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- The origin of products and services is distinct from the nationality of the Bidder.

3.8 Cost of Bidding

- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

3.9 Deadline for submission of bid

- Bids must be received by the Bank at the address specified, not later than the date & time specified in the Invitation to Bid.
- Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- Any Bid received by the Bank after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.
- The last date of submission of bid is **17.05.2021 by 2:00 pm.**

4. BIDDING DOCUMENT

4.1 Language

- The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be written in English.

4.2 Format for Submission of Bid

- Each Bid should be in two parts –

  Part I covering the **Technical Bid** i.e. Qualification aspects **hereinafter referred to as "Technical Bid".**

  Part II covering only the price schedules hereinafter referred to as the **"Price Bid".**

- The Bidders shall seal the envelopes containing "Technical Bid" and "Price Bid" separately and the two envelopes shall be **enclosed and sealed in an outer envelope**. The bidder should submit the soft copy of the Technical bid document in the form of CD/ Pen Drive, in the sealed envelope containing "Technical Bid".

- The inner and outer envelopes shall:

  a) Be addressed to the Bank at the address given; and

  b) Bear the Project Name **"Social Media Management – Technical bid" and "Social Media Management – Price bid".**

  c) All envelopes should indicate on the cover the name and address of the Bidder.

  If the outer envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or premature opening.

- 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. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

- Any inter-lineation, erasures or overwriting shall not be valid. The bank reserves the right to accept or reject bids not confirming to above.

4.3 Documents Comprising the Bid

- Documents comprising the Technical Bid Envelope should be:

  It will contain the Technical bid for selection of **Social Media Management Agency** as per format (Annexure A) enclosed, duly signed by authorized representative of Agency with company seal. This envelope will be super-scribed as **"Tender for Selection of Social Media Management Agency – Technical Bid"**. The Technical Bid prepared by the Agency shall comprise the following components:

  a) Technical bid as per the format – Annexure A
  b) Documentary evidence as per Annexure A, establishing the agency's eligibility to bid and qualification to perform the contract if the bid is accepted.
  c) A Corporate brochure of the agency
  d) Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate Social Media Management / Digital Media Agency as business of the firm.
  e) In case of any change in the agency's status due to Merger or Acquisition etc. Kindly provide the documents to support the statutory positions of the agency.
  f) Certificate of incorporation
  g) Copy of GST Registration, latest Income Tax Return / PAN Card
  h) The Bid Security Form to be submitted for the application related to selection of Social Media Management Agency along with the security amount of Rs 2,00,000/- (Rupees Two lakhs only) payable by Demand Draft or Pay Order favoring "Bank of India" payable at Mumbai is to be submitted along with the application Form (Technical Bid).(Annexure O)
  i) The completed proposal (Technical Bid) to be submitted along with the requisite enclosures and demand draft of Rs. 10,000/- towards Non-refundable fee / cost of RFP (non-refundable) favoring "Bank of India" payable in Mumbai.

- Documents comprising Price Bid Envelope, should be:

  It should contain Commercial bid for cost of Social Media Management as per Annexure D duly signed by authorized representative of Agency with company seal and super-scribed as **"Tender for Selection of Social Media Management Agency – Commercial Bid"**.

  a) The Financial Bid should be quoted and presented in a separate sealed cover. Please highlight the Cost of Social Media Management and this should not include taxes separately. The Financial Bid should not include any conditions attached to it and any such conditional Financial Bid shall be liable for rejection. The Agency shall express the fee in Indian Rupees only.
  b) The Financial Bid shall contain the documents to be submitted in the standard formats given

in Annexure D of this RFP Document.

4.4 Clarification of Bidding Document/s

- Bidder requiring any clarification of the Bidding Document may notify the Bank in writing or by e-mail to BOI.Socialmedia@bankofindia.co.in.
- A bid related queries can be addressed by Social Media Division. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be communicated through an update on Bank's website.

4.5 Amendment of Bidding Document/s

- At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document/s, by amendment.
- All prospective Bidders will be notified of the amendment, if any, by Bank hosting the same on the Bank's website which will be final and binding on all the bidders. It will be the responsibility of the bidders to regularly visit the Bank's website for any amendments from time to time and respond accordingly. The Bank will give no other intimation.
- In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for the submission of Bids.

4.6 Period of Validity of Bids

- Bids shall remain valid upto 180 days from the date of opening of the Bid. A bid valid for a shorter period shall be rejected by the bank as non-responsive.
- 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. The Bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security.

4.7 Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its Bid after the Bid's 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.
- The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by Email, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.

- No Bid may be modified after the deadline for submission of Bids.
- No Bid may be withdrawn in the interval between the deadline for submission of Bids 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 Bidder's forfeiture of its Bid security.
- Bidding will take place under two-bid system. The bidder will have to submit technical bid and commercial bid as per conditions mentioned in the RFP.

5. EVALUATION OF BIDS

Evaluation of Bid Offers

Each recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Social Media Management Agency, not limited to those selection criteria set out in this tender document. The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

A bid related queries can be addressed by Social Media Division. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be communicated through an update on Bank's website.

All the bids (applications) will be evaluated based on "Eligibility Criteria" mentioned under Para No. 3.4. Bank will short-list those Agencies which are satisfying the eligibility criteria in all respects. The above short-listed Agencies will be advised to make a presentation to the Evaluation Committee Members on their capabilities, experiences, etc. and showcase their work done for other clients.

Bank may, at its own discretion relax one or more of the above conditions for the Respondents who have already provided Social Media Management Services to another Public Sector Bank.

5.1 Techno – commercial Evaluation

The Quotes of Respondents will be opened and a Techno-Commercial evaluation will be applied to select the Service Provider. A weightage of 70% will be accorded to Technical Score and a weightage of 30% to Commercial Score (derived from the Quote as per Annexure-D). The Total Score of the Respondent will be calculated as per the following formula:

Total Score = $(T_R / T_H) \times 70 + (C_L / C_R) \times 30$

Where,

TR is the Technical Score of the Respondent

TH is the Highest Technical Score received among all Respondents

CL is the Lowest Commercial Quote received among all Respondents

CR is the Commercial Quote submitted by the Respondent

The Respondent scoring the Highest Total Score shall be selected as the Service Provider.

5.2 Technical Score

Technical Evaluation Sheet will be marked on the following parameters, as detailed in Annexure K:

- Social Media Implementation Experience in Public Sector or Private Bank/BFSI Organizations/ Reputed Organizations
- Financial Position
- Capability of Social Media Solution offered (Compliance to Technical Specification as per Annexure K)
- Presentation submitted as per Annexure K.

5.3 Commercial Score

- **Quote should** be in strict conformity with the format as given in Annexure - D.
- The price offered shall be on a fixed price basis inclusive of all taxes but excluding GST, as applicable, for a period of 36 months subject to annual review with an option to the Bank to renew the contract for a further period of 24 months (total 60 months) and should not be linked to the foreign exchange or any other variable. The prices offered should be inclusive of these phases: Installation, Integration, Implementation, Customization, Training to Bank's staff and Routine Management of the Social Media Pages.
- The price offered shall be firm for a period of 36 months from award of the contract. In case the contract is renewed after expiry of 36 months at annual intervals, the fee will be arrived at mutual agreeable rates.
- Refusal/failure to commit Implementation of Social Media Management services as per terms of Project Document shall result in disqualification of the Respondent from this process as well as future procurement's of Bank

  Note: Quantities in Annexure - D has been given for assisting the Respondent to arrive at 'Retainer Fee per month'. However, the quantities will be employed as per Bank's discretion.

5.4 Selection Procedure

Bank will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of Social Media Management Agency, negotiations (if any) on various terms and conditions, etc.

- All Proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned under the heading Eligibility Criteria of this RFP. The proposals which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection.
- If deemed necessary Bank may seek clarifications on any aspect from the bidder(s).However

that would not entitle the bidder(s) to change or cause any change in the substances of the bid already submitted.

- All eligible shortlisted agencies will be called for presentation before the Selection Committee. The date for presentation will be intimated to the short listed agencies by Email/Telephone.
- Bank will evaluate only those proposals, which meet the technical eligibility criteria as well as complete and responsive in all respects, for comparison and final selection.
- Bank will follow the two bid system i.e. Technical Bid and Financial Bid. The financial bids of only those agencies shall be opened who are found technically qualified and the qualified agencies shall be intimated by the authorized officer.

5.5 Opening of Bids

- Bank of India shall open the Technical bid (Envelope I) in the presence of authorized representatives of the bidders physically or through any online meeting platform (details shall be provided separately) and the Evaluation Committee will study the Technical bids.
- The Commercial bid will be opened only for Agencies declared eligible and selected after Technical evaluation as mentioned in this document. The commercial bid will be opened on a fixed date in the presence of authorized representatives of the bidders and will be intimated to all eligible Agencies in advance through email/ telephone.

5.6 Award of Selection

- Post-qualification

  The Price bids of all the bidders, after their evaluation on the technical and functional specification are found to be technically responsive shall be opened.

- Award Criteria

  The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest total score. The Respondent scoring the Highest Total Score shall be selected as the Service Provider.

- 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, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby 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.

- Notification of Award

  Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by email, that its Bid has been accepted. The notification of award will constitute the formation of the Contract. Upon the successful Bidder's furnishing of Performance Security, the Bank will notify each unsuccessful Bidder and will discharge its Bid security.

Note: Not withstanding anything said above, the Bank reserves the right to reject / award the contract to any vendor or cancel the entire process without assigning any reasons thereto.

6. TERMS AND CONDITIONS OF CONTRACT (TCC)

6.1 Definitions

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

- ”Solution” means Revamped/redesigned social media presence, all services, software, database, third party utilities, middleware, etc. all hardware/cloud based hardware as proposed by the Supplier, all seamlessly integrated to work together to meet the Technical and functional requirements of the Bank indicated in Section 5 of this document.
- “Supplier” is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.
- “The Contract” means the agreement entered into between the Bank and the Bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- “The Product” means software or softwares, all hardware, database, middleware, operating systems and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- “The Services” means those services for social media management, such as creative, ideation, publishing, campaign planning, moderating, responding, liaising with Bank, monitoring, training, Maintenance and other such obligations of the Supplier covered under the Contract;
- “TCC” means the Terms and Conditions of Contract contained in this section;
- “System” means a Computer System consisting of all Hardware, Software, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.
- “Software” means Application/System software and other third party utilities, which will seamlessly integrate with the environment described in this document without any hitch or hindrance.

In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

6.2 Standards

The Products and/or System supplied under this Contract shall confirm to the Industry standards and those mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the country of origin of products. Such standards shall be the latest issued by the institution concerned.

6.3 Performance Bank Guarantee

- Successful bidder also has to furnish a Performance Bank Guarantee of 10% of the total contract value issued by any reputed Scheduled Commercial Bank in India (other than Bank of India) in favour of **Bank of India** within 21 days from the receipt of notification of contract award. The Guarantee shall be valid for the entire period of contract and 3 months thereafter. (Annexure N).
- In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period (exceeding three months of the contract) as per stipulation in the Service Level Agreement.

In case vendor fails to perform the contract, Bank shall invoke the Bank Performance Guarantee to recover penalty/ liquidated damages.

6.4 Training & Manuals

- Appointed Agency shall provide training for listening tool, social media marketing strategies and updates to staff members of the Bank free of cost wherever required by the Bank. The Agency in coordination with the Bank, on request from the Bank, from time to time shall specify the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training. The Agency shall provide all training material and documents. Conduct of training of Bank's personnel shall be at the Corporate Office or anywhere as may be desired by the Bank at Agency's cost.
- Before the products/system is/are taken over by the Bank, the Supplier shall supply technical/systems manuals for all software supplied along with any interfaces to any of the Bank's applications or systems. Operation and maintenance manuals for all systems and applications systems covering at least the operations needed to start, run, the system during operational day, close, restore, archive, recover from failures, and transfer to fallback system/site including business continuity plan to be provided by the vendor. User manuals for CPC, all users, all Branches, for all modules, interfaces shall be provided by the vendor. The manuals shall be in English.

6.5 Warranty:

- The Supplier warrants that the Products supplied under the Contract are of the most recent version and that they incorporate all recent improvements in design and/or features. The Supplier further warrants that all Products supplied under this Contract shall have no defect, arising from design or from any act or omission of the Supplier, which may develop under normal use of the supplied Products in the conditions prevailing in India.
- The minimum warranty period shall be the period of 12 months and subsequent contract period. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained, in whole or in part, the Supplier shall, make such changes, modifications, and/or additions to the Products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract, at its own cost and expense, and to carry out further performance tests.
- The Bank shall promptly notify the Supplier in writing of any claims arising under this warranty.
- Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective products or parts thereof, without cost to the Bank.
- If the Supplier having been notified fails to remedy the defect(s) within the period specified in 30 days, the Bank may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Bank may have against the Supplier under the Contract.
- Warranty/Uptime
  - During Warranty Period, Supplier guarantees an Uptime of 99 % on monthly basis for the Social media software, with a MTBF (Mean Time between Failures) of 30 days (monthly). Accordingly it is expected that necessary redundancy is built into the proposed solution for all critical components whether software or hardware.
  - Warranty for Hardware/System Software/off-the-shelf Software if provided by the service provider will be provided to the Bank as per the general conditions of sale of such software.
  - Minimum Warranty for Application Software either developed by the Bidder or his associates or supplied and customized to Bank's requirements, shall be for minimum period contract after it is delivered, installed and commissioned.
    - Any updation during warranty period should be done free of cost.
    - Any bugs in such software shall be rectified free of cost.
    - Any requirements changes/modifications required by bank will have to be carried out by the identified vendor.
    - The maximum response time for a support/complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call / e-mail is made or letter is written) shall not exceed 3 (three) hours.

- Supplier/his representative shall solve the any (software/hardware) problem within maximum 6 (six) hours of reporting of the problem by the Bank to the Supplier's nearest office by phone, fax, e-mail or letter.
- Any rectification required in the Software due to inherent bugs in the System Software / off-the-shelf software shall also be rectified by the Supplier or his associates, free of cost, within a reasonable period.

6.6 Maintenance Service

- The Supplier shall provide free maintenance services during the period of warranty. After warranty period, the Supplier will do annual maintenance of the entire system, for a period of 2 years. Professionally qualified personnel who have expertise in the hardware and system software will provide these services.
- During maintenance period also, the Supplier guarantees on monthly basis an uptime of 99% of the entire solution proposed with a MTBF (Mean time between failures) of 30 days (Monthly). Accordingly it is expected that necessary redundancy is built into the proposed solution for all critical components whether software or hardware.
- The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Supplier's maintenance engineers to report to the installations after a request call /e-mail is made or letter is written) shall not exceed three hours.

6.7 Liquidated Damages

If the Service provider fails to deliver any or all of the Products or perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct as liquidated damages, a sum equivalent to 0.5 % per week of contract price or half yearly annual maintenance charges in case of maintenance subject to maximum deduction of 5% of the delayed Products or unperformed services. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

6.8 Payment & Penalty

- Payment shall be made in Indian Rupees for delivering, installing and commissioning the Services from the Bidder on monthly basis providing satisfactory services as per the contract and providing documentary proof of the services rendered.
  - The annual maintenance cost (after warranty period) shall be paid at the end of each Half-year after the date of completion of warranty period, subject to satisfactory services rendered, till that date.
  - For all the payments to be made against bank guarantees, the bank guarantees shall be

issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank.

- Bank guarantees for advance payment shall be released not later than 30 days after the date of completion of installation / commissioning of the products/system at their final destination.

➢ In case uptime for Social Media Software falls below the guaranteed level, Bank will impose a penalty as given below. Further, if uptime during any month is less than 95%, bank will not make any payment for that month.

Uptime	**Penalty in % of total monthly maintenance payment**
>=99	0
> 98 to < 99	5
> 97 to 98	10
> 96 to 97	15
> 95 to 96	20
< 95%	100

➢ In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Supplier shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

6.9 Termination for Insolvency

The Bank may, at any time, terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

6.10 Termination for Convenience

The Bank, by written one month notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

6.11 Termination for non-performance and not meeting SLA

The bank will review the performance of vendors on quarterly basis and bank may exit from contract (site-wise) if bidder will not provide satisfactory services as per SLA and uptime as per the contract. The bank's decision in this regard will be final. Bank will not bear any compensation for these exits as they are due to non-performance of service provider and for site-wise it will be 30 days advance notice.

6.12 Exit from Contract

The performance of bidder will be continuously reviewed by the Bank to maintain the terms & conditions as specified in this document. Based on the review, if the selected bidder fails to satisfy / maintain their commitment with respect to Uptime, Performance, Timely implementation of the project etc. the contract may be terminated by giving 3 months' notice period. Bank's decision in this regard will be final. In case of termination of this contract, the Bank shall have the right to avail services of any other bidder / agency to continue the project without any let or hindrance from bidder and the bidder has to provide necessary help for smooth switch over. Bank will not pay any charges to the bidder towards packing / forwarding / freight / transit insurance etc., for the equipment at the time of termination/completion of the contract. In addition to the cancellation of purchase order, Bank reserves the right to appropriate the bid security / performance Bank guarantee given by the vendor.

6.13 Taxes and Duties

- The Supplier will be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products at site including incidental services and commissioning. However, GST /CGST/SGST/IGST Tax will be paid extra.

- The Supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Supplier shall include all such taxes in the contract price.

- Tax deduction at Source: 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 Supplier. 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 in force. Nothing in the Contract shall relieve the Supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Supplier in respect of this contract.

- The Supplier'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 Supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

6.14 Installation/Commissioning of Hardware/Software

The Supplier is responsible for all unpacking and installation of Products. The Supplier will test all hardware/system operations and accomplish all adjustments necessary for successful and continuous operation of the hardware/software at all installation sites.

6.15 Powers to Vary or Omit Work

- 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 carryout any such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. Any suggested variations if implemented, would, in the opinion of the finally selected bidder, prevent them from fulfilling any of his obligations under the contract, the bidder shall notify the Bank thereof in writing with reasons for holding such opinion and Bank may instruct the successful bidder to make such other modified variation without prejudice to the contract.
- The finally selected bidder shall carry out such variation and be bound by same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms the concerned bidder's instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable commercial implications.
- Any agreed difference in cost occasioned by such variation may be added to or deducted from the value of the contract as the case may be.
- In any case where the successful bidder has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidder involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds

with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

6.16 Right to Accept Any Bid and to Reject Any or All Bids

Bank of India reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected agency or agencies on the grounds of Bank of India's action.

6.17 Assignments

The Agency agrees that the Agency shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Agency's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

6.18 General Conditions

The general condition shall apply in contracts made by the Bank for availing the services of Selected Agency.

The selected Agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. Agency shall be responsible for adhering to other industry norms applicable to their area of business.

6.19 Ownership of Intellectual Property Right

All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with Bank of India unless otherwise stated explicitly & agreed by Bank of India at the time of accepting the layout. The agency shall indemnify Bank of India against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc. incurred by Bank of India.

- The selected Agency at its own cost will defend or settle any claim against Bank of India to the effect that the selected Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).

- In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the Bank any of the cost already paid to the Agency or any other loss that might be incurred by the Bank.
- Bank of India through its authorized officers shall have right to inspect the services regarding conduct of Social Media Management services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- Bank of India reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with Bank of India.
- Bank of India reserves the right to blacklist an agency for a suitable period in case the agency fails to honor its bid without sufficient grounds and circulate its names to IBA, RBI and other peer banks.
- The Selected Agency shall ensure secrecy of Social Media Management related brief, other data which is shared, its findings & recommendations etc.
- The selected Agency shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible.
- In case Bank of India desires the advertisement or other services to be published/broadcasted in any other regional languages, translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.
- It shall be obligatory on the part of agency to share the sources of secondary data, primary data, Bank of India interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.
- Models / actors used for Bank of India for campaigns, individual ads, etc. will be selected by the Bank.

6.20 Indemnity

The Agency shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank’s authorized / bona fide use of the Deliverables and /or the Services provided by Agency under this assignment; and/or
- Negligence or willful misconduct of the agency and/or its employees, agents, subcontractors in performance of the obligations under this assignment; and/or

- Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Agency, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Agency to its employees, its agents, contractors and subcontractors. Or
- Breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Agency under this assignment; and/or
- Breach of confidentiality obligations of the Agency; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the Agency in writing as soon as practicably possible when the Bank becomes aware of the claim, and shall co-operate with the Agency in the defense and settlement of the claims.

The Agency shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Agency with the assistance, information and authority reasonably necessary to perform the above.

In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the agency under this assignment. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

6.21 Settlement of Disputes

The Bank and the agency shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the agency, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager / director and agency project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the agency and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the agency and Bank, the Bank and the agency have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three,

with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

6.22 Governing Laws

This RFP and The subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

6.23 Conflict Of Interest

Bank of India requires that Agencies provide professional, objective and impartial services and at all times hold Bank'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 Bank.

Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Bank of India, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if Bank 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. Employees of Bank of India shall not work as, for or be a part of the firm/company or Agency (ies). Similarly employees of the agency shall not have any right of employment in the Bank.

6.24 Service Level Agreement and Non-Disclosure Agreement

The selected agency shall execute (a) empanelment agreement, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected agency shall execute the agreements within two months from the date of acceptance of letter of appointment or as intimated by the Bank. The all the expenses related to execution of the document such as The applicable stamp duty and registration charges if any shall be borne by the agency.

6.25 Bank of India Reserves the Right to:

- Reject any and all responses received in response to the RFP
- Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery

- Extend the time and mode for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Change the time schedule of the RFP for inviting the bids or evaluation thereof
- Modify the quantity or any specifications related to eligibility or technicalities.
- No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

6.26 No Liability

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOI be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement. Under no circumstances BOI shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOI has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

6.27 Covenants of the Service Provider:

<u>It is duly incorporated, validly existing and in good standing under as per the laws.</u>

It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions of this assignment by vender and the performance of its obligations under this project are duly authorized and approved by all necessary action and no other action on the part of vender is necessary to authorize the execution, delivery and performance under an Agreement. The agency shall deploy and engage suitably

experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement. The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of Bank:

- The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by Bank; or
- The engagement or provision of the services by any particular employee is prejudicial to the interests of Bank.
  - shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
  - shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
  - shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel who are working in the premises of bank.
  - shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOI and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BOI.
  - shall regularly provide updates to BOI with respect to the provision of the services and shall meet with the personnel designated by BOI to discuss and review its performance at such intervals as may be agreed between the Parties.
  - shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and
  - shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
  - shall not violate any proprietary and intellectual property rights of BOI or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
  - shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as specified by bank from time to time.
  - shall not work in a manner which, in the reasonable opinion of Bank , may be detrimental to the interests of BOI and which may adversely affect the role, duties, functions and obligations

of the Service Provider as contemplated by this Agreement.

6.28 Contacting Bank of India

No agency shall try to influence Bank of India on any matter relating to their bid, from the time of the bid opening till the time the contract is awarded. Any effort by an agency to influence Bank of India in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

7. BID FORMATS & ANNEXURES

Annexure A: Particulars for Selection of Social Media Management Agency- Technical Bid

(To be submitted by Social Media Management agency on their letter heads)

The General Manager
(Marketing Department)
Bank of India
Star House, 2nd Floor,
C – 5, G Block, BKC
Bandra (East), Mumbai – 400 051
Dear Sir/Madam,

We hereby offer to submit our request for selection of **Social Media Management Agency** of the Bank of India as per Reference No. HO: MKT: EK: 2021-22:02 for "**SELECTION OF SOCIAL MEDIA MANAGEMENT AGENCY".** We unconditionally agree to abide by the Terms & Conditions specified therein.
As per the terms & conditions we have enclosed an Account Payee Demand Draft / Pay order of Rs.2,00,000/- (Rupees Two Lakh Only) towards Bid Security & Rs 10,000/- (Rs Ten thousand only) towards Non Refundable Cost of application fees in favour of Bank of India payable at Mumbai.

Our brief profile is as under

SN	Parameters	Parameters Particulars/Description
1	Name & Address of the Agency/ Firm (Details of Tel. Fax, Email)	
2	Constitution of the Agency/ Firm (Proprietorship / Partnership / Joint venture or registered under Companies Act enclose necessary documentary proofs)	
3	Date of Establishment	
4	Details of Statutory registrations of the Agency/Firm (attach copies)	
5	Name of Proprietor/Partners / Directors of the Agency/ Firm	

SN	Registration for	Registration No	Date of Registration
1	PAN		
2	GST		
3	RoC		
4	Shop & Establishment		
5	Other		

6	Details of 3 key functional personnel of the Agency/Firm	
7	Financials of the Agency/firm for the last 3 years (mention amount in crores Rs., enclose auditor's certificate for the same)	

Particulars	2017-18	2018-19	2019-20
Turnover			
Net Profit			
Net- worth			

8	Present Banker of the Agency/ Firm (attach statement of each account for last 6 months)	

Sr No	Name of Bank	Branch & Address	Account Number

9	Employees Details	

Employees	No.s	Work Exp In Social Media Mgnt
Social Marketing/ Media Strategies		
Social Media Planner		
Client services		
Creative / content		
Data Analytics		

10	Details of work sample if any	
11	Organisation chart (Use separate sheet to create the chart)	
12	Industry recognitions, awards and accolades won during last three years. (attach copy of certificates as enclosure)	
13	List of BSE/NSE Listed corporates. (as per format given) (contact details will be used for checking references)	

Sr No	Client/ Firm Name	contact person	Phone	BSE/ NSE	engaged since

14	List of the existing BFSI clients (as per format given) (contact details will be used for checking references)	

Sr No	Name of Client/Firm	Name of contact person	Phone	Empanelled / engaged since

15	List of the BFSI clients acquired in the past (as per format given) (contact details will be used for check references)	

Sr No	Name of Client/Firm	Name of contact person	Phone	Empanelled / engaged since

16	List of the existing Non BFSI clients (as per format given) (contact details will be used for checking references)	Sr No | Name of Client/Firm | Name of contact person | Phone | Empanelled / engaged since
17	List of the BFSI clients acquired in the past (as per format given) (contact details will be used for check references)	Sr No | Name of Client/Firm | Name of contact person | Phone | Empanelled / engaged since
18	Details regarding litigations Agency / Firm has (Annexure H)	Sr No | Other party of litigation / Dept./court | Agency/Firm status (Applicant / Respondent)
19	Tools used in day-to-day operations (mention all research, analytics, lead capture any other innovation tools used in daily operations)	
20	If Agency/ Firm is maintaining own website, its URL	
21	Provide past case studies in 15 slides where the agency has executed the mentioned details for any of their clients :	• Expertise in search • Award winning Innovations in campaigns • Optimization of media budgets by drastically reducing CPL/CPA • Lead analysis and actions to improve lead quality • Integration with traditional and social media • Brand security measures • Content Strategy • Data Analytics • Viral marketing

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, Bank of India reserves the right to remove us as appointed Design Agency, if appointed, with immediate effect and Bank's authority in this regard shall full, final and binding on us. We understand and agree that the empanelment does not obligate Bank in any manner. We also understand that Bank of India has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the engagement.

I/we certify that if appointed for selection, I/we shall appoint separate teams for any competing clients who are in the same business as Bank of India to avoid clash of interests and maintenance of confidentiality.

In case at any stage,it is found that that the information given by me/us is false/incorrect,Bank of India shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/us.

(Signature of the Authorized person) _____
Full name of the Authorized person: _____
Designation: _____
Seal of the firm and date

Annexure B – List of Enclosures to Be Attached with Technical Bid Application

SN	Description of the documents to be attached	To be with Annx A and marked as enclosure
1	Documents related to constitution of Agency (Memorandum /Articles of association/ Partnership Deed etc. Mentioned at SN-3 of Annexure A)	
2	Address proof of Mumbai Office (latest landline MTNL/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed)	
3	Photocopy of statutory registrations (mentioned at SN. 4 of proposal of Annexure A)	
4	Authorization letter (as per format of Annexure E)	
5	Bid submission letter (as per format of Annexure L)	
6	Certificate of Registration of Agency/Firm	
7	Copy of Audited Balance sheet of Agency/firm for last 3 years	
8	Auditor's Certificate regarding financials (as per format of Annexure G)	
9	Statement of accounts (stated at SN. 8 of Annexure A)	
10	Details /description of work sample (mentioned at SN-10 of Annexure A)	
11	Photocopy of certificates etc. in support of Industry recognition	
12	Awards/Accolades won during last 3 years (mentioned at SN. 11 of Annexure A)	
13	Declaration by Agency/Firm regarding overdue etc. (as per Annexure F)	
14	Self-certified list of BFSI clients where Agency / Firm is presently engaged as Social Media Management Agency	
15	Self-certified list of BSE/NSE Listed Corporates of the Agency/Firm	
16	Self-certified list of BFSI clients acquired by Agency/Firm in the past	
17	Self-certified list of Non BFSI clients where Agency / Firm is presently engaged as Social Media Management Agency	
18	Self-certified list of Non BFSI clients acquired by Agency/Firm in the past	
19	Organizational structure chart of the Agency/ Firm	
20	Status regarding litigations Agency/Firm has (as per Annexure H)	
21	Application money (Rs 10,000/- (Rupees Ten Thousand Only))	
22	Bid Security Deposit – Rs 2,00,000/- (Rupees Two Lacs Only)	
23	Bid Security Form (Annexure O)	
24	Authorization letter from OSD authorizing the bidder to implement their solution on their behalf (Annexure J)	
25	Compliance to technical specifications (Annexure K)	
26	Document highlighting the logic/algorithm/whitepaper on the tools used for social media listening, analytics, response management etc.	
Other enclosures attached by the bidder to be marked accordingly		

Annexure C: Technical Bid Evaluation Parameters and Weightage

Sr. No.	Parameters	Maximum Marks
1	Financial Position	**5**
2	Agency Experience in Social Media Management	**25**
(i)	5 marks for each BFSI Client with employee strength of 20,000 employees or more with maximum scoring of 25 marks in 2 (i)	25
(ii)	3 marks for each BFSI Client with employee strength of 10,000 employees or more with maximum scoring of 15 marks in 2 (ii)	15
(iii)	1.5 marks for each non BFSI client with maximum scoring of 7.5 marks in 2 (iii)	7.5
3	Capability of Social Media Management as per compliance to Technical Specifications (Annexure K)	**40**
4	PPT presentation submitted by the bidders covering product features, support, infrastructure, implementation and maintenance strategy, company's financial and project management capabilities etc.	**30**

Annexure D: Particulars for Selection of Social Media Management Agency – Commercial/ Price Bid

(To be submitted by Social Media Agency on their letter head)

The General Manager
(Marketing)
Bank of India, Star House,
C-5, G Block, BKC,
Bandra (East), Mumbai – 400051.

Dear Sir/Madam,

We hereby submit our Commercial/Price Bid for selection of Social Media Management Agency of the Bank of India as per proposal reference no. HO: MKT: EK: 2021-22: 02. We unconditionally agree to abide by the Terms & Conditions specified therein.

Activity Particulars	Details	Rates Per Month (Rs.)	Amount Per Annum (Rs.)
Brand Management on Social Media	Setting up social media channels, defining social media polices and guidelines, acquiring/verifying Bank of India social channels, increasing positive brand sentiment, defining brand Signature for social media communication, managing crisis and issues which pose reputation risk, Identifying and engaging influencers, social listening, creation of reports, peer comparison, providing high-level dashboards as MIS on brand Social Media channels include - Facebook, Twitter, Linked-In, YouTube and any other.		
Content Creation Short Videos, GIFs, animated videos	Developing Social media content and creatives (in images, GIF, articles, blog entries, videos, animated videos etc. as per the social media platform),defining social media content strategy, developing content as per themes and key pillars, ensuring approved content is shared, achieve high user engagement across social channels. (For at least 350 posts per annum).		
Response Management & Online Reputation Management (ORM)	Developing response management framework, creating first level responses, work-flow for routing to resource within the bank, adhering to response Turnaround Time (TAT) as defined by Bank of India, MIS reports on a daily, weekly, fortnightly and monthly basis with sentiment analysis specific to product, service, corporate, takedown of malicious, defamatory content which are harmful for the image of the Bank etc., monitoring conversations, feedback received. **Service for 24*7. All business working days and holidays.**		
*Social Media Campaigns	Campaigns to engage end users and key stakeholders based on Bank of India's brand strategy, product promotions, product soft launches, new Initiatives, etc.		

Activity Particulars	Details	Rates Per Month (Rs.)	Amount Per Annum (Rs.)
	These campaigns to be designed and executed for min. 12 campaigns in a year.		
Social Advertising	Develop a specific media plan (min20) to target end consumers and key stakeholders as per Individual social media channel to ensure - • Content reach • Grow the community • Drive traffic to web/mobile destination • Brand Visibility		
*Social Advertising KPIs	KPIs (minimum target per month) • Facebook – 10,000 likes per month • Facebook - Engagement percentage of 3-5% • Twitter - 2000 followers per month • YouTube - 1000 views per month • LinkedIn - 1000 followers per month • Instagram and other social medial platforms growth every month. The above does not include organic growth activities which the bank may conduct. Agency can recommend suitable suggestions support and enhance community growth.(Minimum 10% of total bid to be allocated for this)		
Service support cost	This comprises of Technology platforms, tools and solution as defined In the Project Document With a fixed annual fee for usage, not limited to keywords or number of profiles. Includes dedicated manpower requirements. Includes on-site training to staff members at Bank's premises for one week before roll out of the solution. Atleast 3 dedicated Service staff to manage the Pages.		
Total in Figures			
Total in Words (per month)			
Total in Words (per annum)			

** The above fee / cost is excluding taxes & other relevant duties etc.

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

I/we certify that if appointed for selection, I/we shall appoint separate teams for any competing clients who are in the same business as Bank of India to avoid clash of interests and maintenance of secrecy. In case at any stage, it is found that that the information given by me/us is false/incorrect, Bank of India shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

(Signature of the Authorized person)_____

Full name of the Authorized person _____

Designation: _____

Seal of the firm and date

Annexure E: Authorisation to Sign Documents

Authorisation to sign documents
*pertaining to bid submission against RFP No: HO:MKT:EK:2021-22:02 for selection of Social Media Management Agency

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

It is certified that Agency/firm M/s…… having its registered office at……. is submitting a bid proposal against RFP No: HO:MKT:EK:2021-22:02.for selection of Social Media Management Agency in Bank of India.

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

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

Signature:

Name of Signatory:

Designation:

Seal of Agency/firm/company

Date:

Place:

---

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

Annexure F: Declaration-Cum-Certificate

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

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

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

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

Signature of Authorized person:

Signed at_____ dated_____ by_____

Designation_____ for_____ Agency

Seal of Agency

Annexure G: Audited Financials

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

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

(Rs. In Crores)

Particulars	2017-18	2018-19	2019-20
Gross Annual Turn over			
Net profit			
Net-worth			

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

Signatures of Auditors / Charted Accountants

Name:

Seal:

Place:
Date:

Annexure H: Status of Litigations Pending Pertaining to the Bidder

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

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

Signature of Authorized person:

Signed at_____ dated_____ by_____

Designation_____ for_____ Agency

Seal of Agency

Annexure I: Query/Clarification Format (to be sent via email)

Format for seeking clarification /Pre-bid queries

SN	Page No	Clause	Query

Signature of Authorized person:

Signed at_____ dated_____ by_____

Designation _____ for _____

Agency Seal

Annexure J: Authorization Letter from OSD

Authorization letter from OSD authorizing the bidder to implement their solution on their behalf

The General Manager **Date:**
Marketing Department,
Bank of India, Star House,
C-5, G Block, BKC,
Bandra (East), Mumbai –400051

Dear Sir,
Ref: Selection of Social Media Management Agency - Bank RFP No: ---- Dated ----

We, M/s _____(Name of the OSD), who are the Original Solution Developer of (Name of the solution) do hereby authorize M/s _____(Name of the Bidder) to submit bid, and if shortlisted, sign the contract with your bank for implementation of Our Solution as per the specifications provided in the captioned bid document.

We duly authorize the said company to act on our behalf in fulfilling installation, technical support and maintenance obligations required by the contract.

We also state that our sole participation in this bid would be through the above said solution and the bidder. We will not be participating in this bid through any other bidder.

We also undertake to provide any/all changes in our arrangement with the bidder to the bank in writing and against acknowledgement.

We hereby extend our full guarantee/warrantee as per the contract for the solution and services offered by the bidder for this bid.

We also undertake that in the event of the bidder failing to perform its obligations under the Contract for any reason whatsoever, we shall perform all the pending obligations as if the contract were between the bank and us.

SIGNATURE of the Authorized signatory

Annexure K: Compliance to Technical Specification

A. Social Listening Solution

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The social listening solution should have the ability to listen to the Bank's customers and analyze what they are saying on various social networks such as twitter, Facebook, blogs, etc.		
2	The social listening solution should have the ability to scour social networks and analyze the data and represent it in the form of easy to read chart and graphs.		
3	The social listening solution should help the bank in spotting emerging trends in customer comments, track marketing campaigns, respond to service issue before they escalate, gain insight into competition		
4	The solution must support the content coming from different countries and geographical regions		
5	The solution should be able to track / restrict listening based on combination or sources etc.		
6	The solution must be able to gather data from the primary social media platforms – Facebook, Twitter, Blogs, Forums and YouTube		
7	The solution should be able to aggregate data from various media sources		
8	The solution should be able to search / monitor social media postings in both real-time as well as perform historical searches		
9	The solution should be able to capture and store information from social media sites such as, but not limited to, open posts, pictures and videos		
10	The solution should have mechanism in place to cover / track / include websites which are not in the current set of tracked sites which may be important to the Bank.		
11	The solution should be able to measure industry issues / trends. e.g. When there is mention of Bad Debts / NPA / major change in share prices of Bank(s), it should be able to inform that "There is an ongoing trend of negative (or positive, as the case may be) sentiment in the banking industry."		
12	The solution should have the ability to respond to tweets, posts, blogs, comments posted on the social media network within the solution		
13	The social listening solution should have the capability to generate alerts, manage existing alerts, create new alerts for customer service opportunities as well as new sales		
14	The solution should be capable of generating e-mail alerts on configurable triggers and shall also be capable of sending SMS messages of such events		
15	Categorization: The social listening tool should be capable of creation of bookmarks / labels to categorize conversation as per specific combinations of and / or condition – such as "complaint", "suggestion", "service query", etc		
16	Command Portal / Site: The solution should allow creation of command centre that should allow Bank to have a dynamic		

	visual representation of live feeds of social activities like top tweets / top influencers / source of discussion etc		

B. Sentiment Analysis

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	Top influencer tracking: Identify who are most actively talking about our brand, products and services and how influential they are		
2	The solution should have capability to Target Account Tracking: monitor key developments at our top accounts Competitive intelligence: Gain important insights about our competitors		
3	The solution should be able to utilize social for Real time alerts: quickly identify customer issues and trends Social customer service: engage with customers and resolve issues across the social web		
4	The solution should showcase what the Bank's customers think about our products and services		
5	The solution should have the ability to co-relate sentiment about the search topic with dates and events		
6	The solution should have the ability to show the variance of the sentiment among various sources		
7	The solution should provide a quick summary of posts, trends, sentiments, etc		
8	The solution should provide a quick summary of sources of the posts and compare the same in the form for graph / chart etc		
9	The solution should have an ability to provide the number of daily buzz on the Bank's products and services and see how the buzz is trending		
10	The solution should have the ability to show the volume history over a period of time		
11	The solution should showcase the customers share of voice for each of the topics being monitored		
12	The solution should have the ability to configure multiple search topics		
13	Influencer vs Follower: The solution should identify influencers vs followers and account for noise factor including 'weighting' (which refers to the weighting of various social media sources such as Twitter, Facebook, YouTube, blogs and other sites based on their online impact, and must not be purely based on online traffic such sources generate) Noise factor refers to the unwanted information such as spam, duplication, etc		
14	Analysis: The solution should offer automated sentiment analysis at the post level. The solution should analyze particular content and determine if it has a positive, negative or neutral sentiment. Similarly, when a new product or service is launched, the solution should immediately tell us if the overall sentiment for the new product / service is positive or negative or neutral		
15	The solution should provide sentiment and thematic analysis and provide inputs like what is driving positive / negative		

	sentiment, what are the opportunities and what are the naturally occurring themes or topics. Analysis / pictorial representation of proportion of mentions by each source (e.g. blogs, tweets, news sites, social sites, etc)		
16	Filtering: The solution should filter any known exclusions specified (e.g. job listings, addresses, etc)		
17	The solution should have the ability to filter by source type (News Sites, Social Sites, etc) during topic setup so as to avoid data sets that are not required for analysis		
18	The solution should be capable to filter social media sites as required. It should have inbuilt multi-level filtration technologies such as Keyword & Boolean, Latent Symantec Analysis (LSA) and Natural Language Processing (NLP)		
19	The solution should show a snap-shot / preview of incoming conversations during topic profile setup along with key messages and themes of messages in order to facilitate the user with the option to select the relevant conversation themes and reject the non-relevant themes		
20	Spam: The solution should be capable to identify the Spam and exclude the same from process		
21	Tool: The solution should have a Tool that allows easy, adhoc and automated manner for rule creation and assignments without any need to write / script codes. The Tool should allow for changes in these rules any point in time. The Tool should allow easy setup workflows. The task assignment workflows should raise email alerts to the designated user depending on the gravity levels		

C. Social Media Advocacy

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The proposed advocacy solution should aid in leveraging the social media network of the employees, customers and brand influencers of the organization to build the brand identity of the organization		
2	The proposed solution should be branded or customized to reflect brand logo, URL, etc		
3	The proposed solution should enable the Bank to deliver curated content to their employees which can be consumed by them easily on the web and major mobile platforms (Android, iOS, Windows, etc)		
4	The proposed solution should allow employees to share customized Bank approved content onto their personal social media networks, more particularly on Facebook, Twitter, LinkedIn etc.		
5	The proposed solution should be able to measure the social media activity of each piece of content shared, and present measurable ROI in terms of generated impressions, reach and engagement with the brand of the Bank		
6	In the proposed solution, the system shall support notifications and periodic digest mail (daily / weekly / monthly as required)		
7	In the proposed solution, the system shall track and provide detailed analytics for campaigns, website goals, article		

	downloads, etc		
8	In the proposed solution, the system shall provide an option to create / edit / delete content categories		
9	In the proposed solution, the system shall subscribe to internal (Bank) and external content. The system shall provide options to group the content under specific content categories		
10	In the proposed solution, the system shall aggregate the content at a single place and allow the content to be curated prior to sharing with the employees		
11	The proposed solution should be able to get detailed usage analytics in terms of social media interactions of each user and shared content pieces and further present a measurable ROI in terms of generated impressions, immediate reach and engagement with the Brand of the Bank		
12	The proposed solution should utilize the analytics of the social media engagements of the users in the platform to come up with intuitive and attractive rewarding mechanism to make the users motivated and sustain their engagement with the platform		
13	The proposed solution, users should be able to connect all their social media accounts at one place and share custom and Bank approved content to their personal feeds		
14	The proposed solution, users should be able to view content that has been verified and published by the system in a categorized manner		
15	The proposed platform, users should have the option to personalize Bank approved content while retaining brand flavor, before sharing on their personal social media networks		
16	The platform should have to capability of merging/ combining the pages/channels of the Bank and/ or its associates		
17	The bidder needs to take care of designing, commissioning, installation, configuration, operationalization, testing, go-live services (i.e. manage and maintenance of proposed H/W, S/W, Utilities, Tools, etc.)		

D. Social Media Listening Services

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The bidder should have credentials for monitoring, managing and reading insights from all earned media. This analytics should not be confused with platform based analytics and campaign analytics delivered by platforms like Facebook, Twitter etc.		
2	Influencer Tracking and Management: The bidder should have the capability in tracking influencers in the social space e.g. Twitter		
3	The bidder should undertake objective based reporting on owned and earned platforms such as Facebook, twitter, LinkedIn etc. where the Bank / product brand is present in order to measure the channel performance in detail and provides insights, highlights and lowlights through a web based portal.		
4	The bidder should undertake reporting on earned mentions in order to monitor the Bank product / brand health in the social space to tracking the competition and industry for providing		

	actionable insights		
5	The bidder should undertake ideation, creation and execution of large and small format campaigns of the Bank's products / services / image, etc. on the social media		
6	The bidder should provide response management services for both earned and owned channels		
7	The bidder should have a dedicated team ensuring reputation and response management. Best practices should be shared and implemented across social platforms		
8	The bidder would also need to train bank officials (approximate 20) on handling the social media and the offered solution.		
9	Integration with Grievance Redressal Portal (OCRM) or Ticketing system of the Bank		
10	Ability to track mentions in Indian Languages		

E. Reporting and Dash Boarding Portal

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The bidder should a dynamic and capable web based reporting portal for publishing, viewing, storing, accessing all their reports. This web based portal should be the single platform for all static, dynamic, adhoc reports		
2	All the dynamic reporting through the portal should be capable of providing drill up / drill down functionality of the data presented.		
3	The web based portal should also be the single repository of all the documents, ppt, excel, etc provided to the Bank as part of the bidders social media marketing services		
4	The solution shall provide customizable dashboard features and functionalities with graphic presentations having drilldown facilities		
5	The solution must be able to provide summaries of high level overviews of a specific set of topics		
6	The solution should have a configurable dashboard that can easily be accessed by internal analysts / management. The dashboard should also support customization by user or group access. The solution provide an alerting mechanism that automatically sends out reports or notifications based on pre-defined triggers		
7	Reporting: The solution should provide standard out-of-the-box and customizable (approximate 100) reports some of which could be periodical and others of ad-hoc nature		
8	The tool should have a natural language search capability for users to access / drill down data		
9	The reporting portal should be based in latest version of html such that the same can be accessed from various devices (such as desktops / laptops / tablets / phones etc) and various browsers (such as IE, Safari, Chrome, Firefox, etc)		

F. Security and User Management

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	Access Control: System should have ability to define user roles and access control mechanism within various modules and workflows / approvals, Social Media Monitoring, Social Sites Management and Publishing		
2	The system should be able to automatically check the passwords with the password policy, which can be customized by the bank		
3	The system should be able to store the password in an encrypted mode / compressed mode		
4	IP address of the originating system should be captured		
5	Audit trails of logs of a particular ID should be captured. The system should be able to generate audit trails of all transactions done		

G. Social Banking

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The selected agency should be able to provide seamless integration of the proposed solution with the Social Banking platform that the Bank will be implementing in near future.		
2	Ability of the solution to support referral of friends and Contacts through invites, email links, etc. The proposed solution should allow to invite employees / users using e-mail		

Annexure L: Bid Submission Letter

(on Agency's letter head)

To,
The General Manager,
Marketing Department,
Bank of India, Star House,
C-5, G Block, BKC,
Bandra (E), Mumbai –400051.

Sir,
RFP NO: SELECTION OF SOCIAL MEDIA MANAGEMENT AGENCY - SUBMISSION OF BID
We submit our Bid/Proposal herewith. In this connection, we understand that:

1. Bank is not bound to accept the lowest or any bid received by the Bank, and Bank may reject all or any bid without assigning any reason or giving any explanation whatsoever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form.
4. If our Bid is accepted, we shall be jointly and severally responsible for the due performance of the contract
5. If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.
6. We agree to abide by the Bid 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.
7. Bank may accept or entrust the entire work to one agency or divide the work to more than one agency without assigning any reason or giving any explanation whatsoever, as per Bank's requirement.
8. Agency means the bidder who is decided and declared so after examination of commercial bids.
9. Bank can, on its sole discretion, conduct independent due diligence is respect of the information furnished in bid/proposal or any document(s) attached thereto.
10. This bid/ proposal comprises of total ……pages, and ……..enclosures marked as enclosure-1 to enclosure-….

Yours faithfully,

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

Annexure M: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

WHEREAS, we, _____having Registered Office at _____ hereinafter referred to as the COMPANY, are agreeable to **provide Social Media Management Services** for Bank of India, having its registered office at Star House, C-5, Bandra Kurla Complex, Mumbai – 400 051, hereinafter referred to as the BANK and, whereas, the COMPANY understands that the information regarding the Bank's web site shared by the BANK in their Request for Proposal is confidential and/or proprietary to the BANK, and whereas, the COMPANY understands that in the course of submission of the offer to **provide Social Media Management Services** and Services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the Bank's properties and/or have access to certain plans, documents, approvals or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the BANK to grant the COMPANY specific access to the BANK's property/information

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the BANK, unless the COMPANY has first obtained the BANK's written Authorization to do so;

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK to **provide Social Media Management Services**, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The COMPANY shall not, without the BANK's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the BANK and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Authorized Signatory Designation:
Place:
Date:
Name:
Office Seal

Annexure N: Performance Bank Guarantee Format

To
The General Manager
Marketing Department
Bank of India, Star House,
C-5, G Block, BKC,
Bandra (East), Mumbai – 400051

WHEREAS M/s _____ has undertaken in pursuance of the contract No. _____ dated _____ to, inter-alia, supply of _____ as per the contract document (herein after called "The Contract") dated _____.

AND whereas it has been stipulated by you in the said contract that M/s _____ shall furnish you with a performance bank guarantee by a scheduled commercial bank for a sum of Rs. _____ specified therein as security for compliance with the performance obligations in accordance with the contract.

AND whereas we have agreed to give you the guarantee on behalf of M/s _____

THEREFORE, we hereby affirm that we as guarantors are responsible to you, on behalf of M/s _____ up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring M/s _____ to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sums specified therein.

This guarantee is valid until the _____ (date).

All rights and obligations arising from this guarantee shall be governed by the laws of the Republic of India.

Notwithstanding anything contained herein

i. Our liability under this bank guarantee shall not exceed Rs. ____ (Rupees _____ only).
ii. This bank guarantee shall be valid up to _____ ; and
iii. 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 _____.

Place:
Date:

Annexure O: Bid Security Form

BID SECURITY FORM

Whereas..... (Hereinafter called "the Bidder") has submitted its Bid dated..... (Date of submission of Bid) for the supply of..... (Name and/or description of the Products/system) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... (Name of bank) of ..... (Name of country), having our registered office at..... (Address of bank) (Hereinafter called "the Bank"), are bound unto..... (Name of Purchaser) (Hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2021

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
   a. Fails or refuses to execute the Contract Form if required; or
   b. Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the Bid validity, i.e. up to_____, and any demand in respect thereof should reach the Bank not later than the above date.

……
(Signature of the Bidder's Bank)

Note: Presence of restrictive clauses in the Bid Security Form such as suit filed clause/clause requiring the Purchaser to initiate action to enforce the claim etc., will render the Bid non-responsive.