



Request For Proposal (RFP)

For

Appointment of Social Media Agency

RFP REFERENCE NO. CSPD/CC/03/2022-23

DATED: 15/10/2022

**IDBI BANK LIMITED,
IDBI TOWER, WTC COMPLEX,
CUFFE PARADE,
MUMBAI – 400 005.**

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1. Disclaimers

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of IDBI Bank Limited (**IDBI Bank/Bank**), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions, subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation to offer by IDBI Bank. This RFP is to invite proposals from applicants (**“Bidder’s”**) who are qualified to submit their proposals (**Bids**). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of Bids. This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. IDBI Bank 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.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, or extension of timelines without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidder’s or can be accessed in website of IDBI Bank. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by IDBI Bank.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

IDBI Bank reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidder’s/parties directly or indirectly connected with the bidding process.

2. Bid Details & Process of Selection

Name of the Company	IDBI Bank Limited (hereinafter referred to as “ IDBI Bank ” or “ the Bank ”)
Address for Communication	Ms. Srimoyee Chatterjee Deputy General Manager, Corporate Strategy & Planning Department, IDBI Tower, 19 th Floor, WTC Complex, Cuffe Parade, Mumbai- 400005. Email: rfp.comm@idbi.co.in
Website address of IDBI Bank Limited	www.idbibank.in

2.1 Process of Selection:

The process of selection of successful Bidder would be as follows:

- a) Issuance of RFP
- b) Submission of Technical and Financial Bids
- c) Evaluation of qualification in Technical bids
- d) Discussion/ Presentations of the bidder’s meeting eligibility criteria with Technical Evaluation Committee
- e) Opening of Financial bids of the bidder’s that are technically qualified.
- f) Award of contract based on combined score of the bidder.

Activity	Date, Time & Place
Date of Issuance of RFP	October 15, 2022
Last date for written request for any clarifications/ Pre-bid queries	October 20, 2022 (3PM)
Pre-Bid Meeting	October 27, 2022 (Time: 4.30 PM) IDBI Bank Ltd., Mezzanine Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai
Last Date for submission of bids	November 09, 2022 (Time: 4.30 PM) IDBI Bank Ltd., Ground Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai

Opening of Bids (Eligibility & Technical)	November 09, 2022 (Time: 5.00 PM) IDBI Bank Ltd., Mezzanine Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai
The eligible Bidder's, who would qualify as per the eligibility criteria in Clause 6 herein below would be informed by the Bank through e-mail. Subsequently, these eligible Bidder's would be invited for presentation to the appointed internal committee. The technical proposals including presentation shall be evaluated based on parameters given in Clause 9 and the bidder /s securing minimum 60% as per the scoring given in Clause 9 shall be considered as qualified for opening of Financial bid which shall be opened subsequently.	
Discussion / Presentation with the selection committee	Exact schedule for presentations to be informed to eligible Bidder's in due course.
Opening of Financial bids	Will be informed only to the qualified agencies in due course.

Note:

- 1. IDBI Bank reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.**
- 2. This bid document is not transferable.**
- 3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.**

All timings are in IST – Indian Standard Time =GMT+5.30 Hours

2.2. RFP Validity period

RFP responses will remain valid and open for evaluation according to their terms for a period of **at least 90 days from the last date of submission of bids.**

The Bank shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder / s for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the Bank may solicit the Bidder's' consent to an extension period of validity.

2.3. Communication on the RFP

Recipients are required to direct all communication for any clarification related to this RFP, to the RFP Coordinator mentioned below:

Ms. Srimoyee Chatterjee
Deputy General Manager, Corporate Strategy & Planning Department,
IDBI Bank Ltd,
IDBI Tower, 19thFloor,
WTC Complex, Cuffe Parade,
Mumbai- 400005.
Email: rfp.comm@idbi.co.in

All queries relating to the RFP, technical or otherwise, must be by email only and will be entertained by the Bank only in respect of the queries received upto the date and time specified in the section Bid Details. The Bank will respond to the queries in the pre bid meeting.

The Bank may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any bidder after the closure of RFP and all such information and material provided will be taken to form part of that bidder's response.

2.4 . Application Money

The Bidder shall submit **Application Money of INR 20,000** (Rupees Twenty thousand only) by way of Demand Draft issued in favour of IDBI Bank Ltd, payable at Mumbai, which is non- refundable along with RFP response. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with the bid documents.

3. Definitions

- a) "IDBI Bank/ "Bank" means IDBI Bank Limited, a company incorporated Companies Act, 1956 (1 of 1956) and within the meaning of Section 2 (20) of the Companies Act, 2013 (18 of 2013) and a banking company under section 5 (c) of the Banking Regulation Act, 1949, which has invited the bids for appointment of Social Media Agency, and with which the selected Bidder signs the contract for the services to be rendered and to whom the selected Bidder shall provide services as per the terms and conditions and terms of reference of the contract.
- b) "Bidder/ Applicant/ Agency" means the entity or firm who is submitting its proposal for providing services to the Bank.
- c) "Partner" means a partner as defined under Indian Partnership Act 1932 and also includes a professional sharing profit in a firm/ LLP under the Limited Liability Partnership Act 2008.
- d) "Proposal/ Bid" means the technical proposal and the Commercial/Financial proposal.
- e) "RFP" means this "Request for Proposal" prepared by the Bank for the appointment of Social Media Agency.
- f) "Assignment" or "Project" or "Services" or "Job" means the work to be performed by the Social Media Agency pursuant to the contract.
- g) "Terms of Reference (TOR)" means the section included in the RFP (at **Clause 7**) which explains the scope of work, activities, tasks to be performed, etc. by the Bidder/ Applicant/ Agency
- h) "Contract" or "Agreement" means the contract signed by the parties and all the attached documents and the appendices.
- i) "Day" means a calendar day.

- j) “Parties”- Party or Parties means the Bank or the Bidder/Selected Bidder/Agency or both as the case may be.
- k) “SLA” – Service Level Agreement to be executed by the selected Agency.
- l) “A/V” – Audio-Visual.

4. Overview of IDBI Bank

IDBI Bank Ltd. has been operating as a commercial bank since October 2004. The Bank is one of the leading private sector banks in India, offering comprehensive financial solutions to its customers from all the walks of life. The Bank has inherited a rich legacy from its predecessor entity – Industrial Development Bank of India (IDBI) - the apex Development Financial Institution (DFI) in the industrial and the infrastructural space set up in July 1964. Further information about the bank is available at the Banks website www.idbibank.in and in the Bank’s Annual Reports.

5. Invitation

The Bank invites Proposals (the “Proposals”) for appointment of Social Media Agency as per the Terms of Reference given in **Sr. no.7**. The Social Media Agency would undertake activities relating to end to end managing social media presence of the Bank, which would include any other emerging media. The Bidder’s/Applicants are invited to submit their proposal in response to this RFP. The eligibility criteria and process of evaluation of the proposals in response to the RFP and subsequent selection will be entirely at the Bank’s discretion. The bidder’s/ applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to adhere to the Bank’s requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by the Bank, but an invitation to receive responses from the potential Bidder’s. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of the Bank with the Successful Bidder.

6. Eligibility Criteria

6.1 Minimum Eligibility Criteria

A list of Qualifying Requirements (QRs) and the supportive documents that need to be submitted is given below. Any Agency not meeting any of the following QRs or not submitting any of the documents shall be summarily rejected. Only those agencies which satisfy all the QRs would be eligible for being called for giving presentation.

Sr. No	Qualifying Requirement (QR)	Documents to be enclosed
(a)	The Agency should have been in existence in India since April 01, 2019 or earlier with ability to service the client across India and should have an office in Mumbai with minimum 10 staff. Agency should NOT be an Individual / Proprietary Firm / HUF.	- Certificate of Incorporation - Constitutional Documents - Proof of having office in Mumbai with minimum 10 staff
(b)	The Agency should have worked with at least one Bank Client and have a total billing of at least Rs. 4.00 Crore (Rupees Four Crore only) for last FY i.e. FY 21-22 with satisfactory performance for the services specified in this RFP. In case of not having at least a single Bank client, the total billing needs to be minimum of Rs. 6.00 Crore (Rupees Six Crore only).	Suitable certification by Statutory Auditors. Billing from Social Media Services only will be considered and not any other form of advertising and PR activities. Certification of satisfactory performance (not more than 1 month old) by the banking client as per Annexure III .
(c)	The Agency should have a Net Profit for at least two of the preceding three Financial Years and positive Net Worth as on March 31, 2022.	Suitable certification by Statutory Auditor or Annual Report.
(d)	The Agency should not have been penalised or found guilty in any court of law and the Agency shall not have been blacklisted / debarred by any Central / State Government / PSU / Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impacted or compromised the delivery of services required during April 2019 onwards till date.	Self- Certification on letter head to be provided as per Annexure IV . However IDBI Bank would have the right to independently verify the same.
(e)	The company / firm and director / partners have not defaulted to any Bank/ third party within the jurisdiction of India.	Self-declaration as per the format (Annexure V) along with CIBIL report of the company / firm

6.2 Apart from the above minimum criteria, the Agency is also required to give the following information:

Sr. No	Document Required
(a)	Ownership and nature of entity (public, partnership, subsidiary, etc.).
(b)	Income Tax returns for past three years.
(c)	Board resolution authorizing the authorized signatory to sign on behalf of the agency.
(d)	Proof of address of registered office.
(e)	Integrity Pact as per Annexure VI

- IDBI Bank reserves the right to ask for additional / alternate documents from the Bidder.
- The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage. The technically eligible agencies would be called to make a presentation

- Non - submission of any of the specified documents by the bidder would result in rejection of bid.
- Cut-off date for the certificates/ data sought would be as on April 01, 2022, unless otherwise specified.

6.3 Technical Bid

Technical proposal will include details of requirement specified by IDBI Bank on the kind of work expected from the Bidder's as indicated in the RFP. The firm / successful Bidder is expected to work with the Bank to ensure proper and timely delivery of the works indicated in the RFP.

The Technical Bid should be complete in all respects and contain all information required in the document.

The format of Technical Bid is given in **Annexure I**.

6.4 Financial Bid

The Financial bid will contain the financial quote of monthly retainer fee. **Moreover, a minimum acceptable limit of 2.25 Lakhs of monthly retainer fee has been set as the lower limit. Financial bids below the above mentioned limit would not be accepted.** GST / any other applicable taxes have to be excluded. The format of Financial Bid is given in **Annexure II**.

The Financial bid made by the firm should take care of the following points:

- 1) The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- 2) Financial Bid containing conditional offers will be summarily rejected.
- 3) In case of discrepancy in words and figures, the price quoted in words will be taken as final.
- 4) There should not be any hidden costs for the items quoted.
- 5) The Bank is not responsible for the arithmetical accuracy of the bid. The Bidder's will have to ensure that all calculations are accurate.
- 6) The Bank at any point in time, for reasons whatsoever, is not responsible for any assumptions made by the Bidder. The Bank, at a later date, will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
- 7) Any overwriting, erasure, etc. has to be initialed by the authorized person.
- 8) It may be noted that the Bank will not pay any other amount and other expenses like local travel and accommodation etc. except the agreed professional fee and applicable Taxes.
- 9) The Bank will pay the Tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful Bidder.
- 10) The Bidder shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

7. Terms of Reference/ Scope of Work

7.1 Objective

To position IDBI Bank as a fast growing Bank offering a wide range of products, backed by competent professionals with rich domain expertise by undertaking activities relating to the social media presence of the Bank which would include any other emerging media to enhance the reputation of the brand and reach of the bank.

7.2 Scope of Work

1. Target Audience

- a. Social media audience and any other emerging media.
- b. Online financial community, content creators, influencers, bloggers, etc.
- c. Corporate and Retail Customers.
- d. Other stakeholders (Employees, Public at large etc.)

2. Actionables

A. Media Activities

- 1) Creation and maintenance of Banks Accounts/Handles/Channels on its existing Social Media Platforms as any other social media platform that the Bank may decide to be present during the contract period.
- 2) Build messaging and creative across platforms that clearly articulates IDBI Bank's strategy and vision.
- 3) Managing the social media presence of the Bank during all media events like press conferences, product launches, seminars, CSR activities, etc.
- 4) Conduct Social Media training for spokespersons and suitable training programmes for identified officials of the Bank at regular intervals
- 5) Undertaking activities to improve the social media ranking of the Bank on all its platforms.
- 6) Undertaking periodic Social Media engagement activities for the target audience

B. Market Intelligence & Management Reporting

- 1) On-going and Real Time monitoring and reporting of the conversations (queries, complaints, comments etc.) in social and digital media including but not restricted to Social Media Platforms, Online forums, Online portals, Play Store/ App store reviews, Google Reviews, monitoring and updation of Google locations of the Bank's offices/ATM's etc on real time

basis.

- 2) Produce a comprehensive report at the end of every month giving detailed coverage analysis for IDBI Bank and analysis of the same.

C. Social Media Communication

Engagement on Social Media including developing all creatives in various formats e.g. Static, Gifs, Videos, Reels, or any other emerging format or creatives for posting on the social media pages. (Creatives should be designed as and when desired by the Bank, with no restrictions on number of creatives). No additional cost will be paid for the same. Motivate audience to connect, engage, and then share their experiences with the brand

D. Monitoring & Response Mechanism on Social Media

Appropriate monitoring tools to be deployed by the Agency to manage all queries, negative, adverse comments on social media and on all prominent digital platforms including reviews on IDBI Bank google locations etc for addressing suitably on real time basis, as per the best practice in the industry.

E. Crisis Communication

- 1) Prepare a proactive strategy.
- 2) Identify the target audience for communication.
- 3) Chalk out the key messages.
- 4) Design the communication plan.
- 5) Ensure effective implementation of the plan for desired results.
- 6) Detailed daily/ weekly/monthly/ quarterly plans with clear action points.

3. Internal Communication activities

- 1) Assist IDBI Bank in identifying internal communication opportunities.
- 2) Assist IDBI Bank in designing a communication policy and quarterly plan based on long-term and short-term objectives of IDBI Bank in consultation with other relevant departments.
- 3) Assist IDBI Bank in designing internal communication literature such as newsletters, etc at regular intervals.

4. Other Deliverables

- 1) For the above work, in case there is creative work or Application developments which need to be outsourced, costs for the same only for these, will be reimbursed when above is incurred

with prior approval of IDBI Bank.

2) Any other relevant or associated activities /services including taking down of malicious contents/contents updated with fraudulent intent that could affect the reputation of the Bank across digital ecosystem.

3) Cost for other associated Social Media activities / services as may be required by the Bank to be determined separately on a case-by-case basis as per scope of work decided and would be reimbursed by the Bank.

4) In case the agency undertakes any assignment under the scope of work of any of the other Communication Agencies appointed i.e. Advertising or Public Relations, then the applicable fee would be payable as contracted with the respective agency.

5) Research, Analytics, SEO and SEM activities, the price for which could be decided on a case-by-case basis depending on the scope of work.

7.3.Contract Period

7.3.1 The Contract period will be for **one year** from the date of appointment under the current RFP. Thereafter, the contract may be renewed for a period of **two years (one year at a time)**, subject to satisfactory performance of the agency which will be solely adjudged by IDBI Bank.

7.3.2 In case of non-performance by the agency during the currency of the contract, their contract will be terminated as per the Termination clause mentioned in the RFP.

7.4. Payment Terms

7.4.1 IDBI Bank will make payment of the undisputed retainer fee on a monthly basis as applicable. Any third party cost incurred by the Agency including outstation travel, boarding & lodging to carry out the above assignment would be reimbursed to the Agency, provided the cost was incurred with prior approval from IDBI Bank and all third party supporting document submitted along with invoice.

7.4.2 The selected Agency should draw up a plan within first 3 weeks of appointment. The plan should contain both short term and medium term milestones. The milestones will cover all the key aspects of the assignment as detailed in the scope of work of the RFP (Section 7.2). The envisaged measurable milestones would be defined in the Service Level Agreement and will form the basis for measurement of performance before release of any payment.

7.5. Commitment on resources

The Bank envisages continuous involvement of the Agency throughout the contract period. A dedicated team of the Agency has to work for the entire period of contract.

8. Submission of Bids

8.1 The response to the RFP will be in two parts:

- (1) Technical Bid
- (2) Financial Bid

Both the parts should be submitted at the same time, but in separately sealed envelopes giving full particulars in the manner specified in the points below. The envelopes should reach on or before the timeline mentioned in the Bid Details given at beginning of this RFP.

8.2 The RFP response documents should be submitted in paper copies of the following:

- 1) **Envelope 1:** A sealed envelope containing Technical Bid documents (specified in section 6.1 & 6.2) should be super scribed “TECHNICAL BID FOR APPOINTMENT OF SOCIAL MEDIA AGENCY - Name of Tenderer”. The envelope should contain two sub-envelopes with the following:
 - a. **Sub Envelope 1** should contain the application money demand draft (as specified in section 2.4) and should be super scribed as “APPLICATION MONEY FOR APPOINTMENT OF SOCIAL MEDIA AGENCY - Name of Tenderer”
 - b. **Sub-envelope 2** should contain the hard copy of the Technical Bid documents (specified in section 6.1 & 6.2) and should be super scribed “TECHNICAL BID FOR APPOINTMENT OF SOCIAL MEDIA AGENCY- Name of Tenderer”
- 2) **Envelope 2:** A sealed envelope containing Financial Bid Document (specified in section 6.4) should be super scribed “FINANCIAL BID FOR APPOINTMENT OF SOCIAL MEDIA AGENCY- Name of Tenderer”
- 3) **Envelope 3:** The above TWO envelopes should be put together in a THIRD envelope super scribing “APPOINTMENT OF SOCIAL MEDIA AGENCY - Name of Tenderer”
- 4) The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed envelope and all sub- envelopes.
- 5) The proposal should be prepared in English in MSWord/ Excel/ PDF format. All correspondence will be in English. The Bid shall be typed in indelible ink and shall be signed by the person or persons duly authorized by the Bidder to bind the Bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. The Bank reserves the right to summarily reject the Bids not conforming to the above.

- 6) The Bidder shall submit the proposals/Bid properly in a file so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as “Page # of #”.
- 7) It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy will be given precedence.
- 8) Only one submission of the RFP response by each Bidder will be permitted. In case of multiple submissions by the bidder, the first submission made will be given precedence.
- 9) The Bid must be submitted to the Bank at the following address:

Deputy General Manager,
IDBI Bank Ltd,
Corporate Strategy & Planning Department,
IDBI Tower, 19th Floor, WTC Complex,
Cuffe Parade, Mumbai-400005

Submission by Fax transmission or emails not allowed and will be considered invalid.

8.3 Rules for Responding to this RFP

- 8.3.1 The firms / Bidder's should use the formats prescribed by the Bank in submission of the RFP Response
- 8.3.2 All responses received after the due date/ time as mentioned in advertisement would be considered late and would be liable to be rejected.
- 8.3.3 Documents not required as part of the Tender should not be provided.
- 8.3.4 All bid responses would be deemed to be irrevocable offers/ proposals from the Bidder's and may be accepted by the Bank to form part of final contract between the Bank and the selected Bidder's. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.
- 8.3.5 The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 8.3.6 The Bidder, at no point in time, can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.
- 8.3.7 If related parties (as defined below) submit more than one bid then both/all bids submitted by related

parties are liable to be rejected at any stage at the Bank's discretion:

(Related parties shall mean and include the holding company and its subsidiaries; companies having common directors or firms/LLPs having common partners)

Accordingly,

- a) Bids submitted by the holding company and its subsidiary or
- b) Bids submitted by one or more companies having common director/s or
- c) Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners or
- d) Bids submitted by one or more companies in the same group of promoters/ management or
- e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids are liable to be rejected.

9 Evaluation of Bids

9.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the "Bid Details" for RFP given in the beginning of the RFP. During the opening of the bids, the Bidder's can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the bidder's for deputing their representatives. The representative has to submit an authority letter duly signed by the Bidder, authorizing him / her to represent and attend the Bid opening on behalf of it. The authorized representative present having photo identification, shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the Bidder.

9.2 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The Bidder's meeting the eligibility criteria will be taken forward to the next stage of technical evaluation.

9.3 Technical Evaluation

IDBI Bank would be detailing the minimum pre-qualification requirements and the process of selection in the RFP. The designated Committee would evaluate the quality of Bidder's on the criteria mentioned in the RFP based on their proposals received and fulfillment of eligibility criteria (technical bid). The technically eligible agencies would be called to make a presentation before a designated Committee at IDBI Bank, Mumbai. The presentation would be evaluated on a

score of 70. The Evaluation Criteria will be as follows:

9.4 Evaluation Criteria (Documentary Evidence to be Submitted)

Sr. No	Criteria	Weightage	Scoring Methodology
1.	Industry Experience	10	<ul style="list-style-type: none">• 10 Marks: Experience more than 7 years• 5 Marks: For experience between 5 years upto 7 years Industry Experience for Social Media Services only will be considered and not any other form of advertising and PR activities will be taken into account (Certificate from Statutory Auditor required)
2.	BFSI Clientele for Social Media Services (during last FY) Full Year with satisfactory performance certificate	15	<ul style="list-style-type: none">• 15 Marks: More than 5 clients• 10 Marks: Minimum 3 clients• 7 Marks: Minimum 2 clients (suitable certificates from the clients would be required)
3.	Social Media Billing for FY 2021-22	10	<ul style="list-style-type: none">• 10 Marks: For more than Rs. 10 Crore• 5 Marks: For Minimum Rs. 7 crore Suitable certification by Statutory Auditor or Annual Report. However IDBI Bank would have the right to independently verify the same.
4.	Presentation on <ul style="list-style-type: none">• Social media abilities• Experience in Banking, Financial Services and Insurance (BFSI)• Digital creatives• Ability to service the Client and scale up the project if necessary• Ability to visualize client's objectives and to provide customized solutions• Crisis Communication	35	
	TOTAL	70	

Bidder's who are eligible as per the eligibility criteria and score at least 42 marks out of 70 from the technical evaluation criteria would be considered as technically qualified.

Note:

- a) Documentary evidence must be submitted for each criterion and undertaking or declaration made by the Social Media agency must be on the company letter head and is to be signed by an authorized signatory.
- b) Banks refer to Banks in India only.
- c) Cut-off date for the certificates/ data sought would be as on April 01, 2022, unless otherwise specified.

9.5 Combined Score

The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given weightage of 70%. The financial bids will be given weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between bidder's, the Bidder with higher technical (quality) score will be given a higher rank. If there is a further tie in the technical (quality) score, the Bidder with the higher turnover would be preferred. The Bank will appoint the top ranked agency based on the ranking derived from the combined score.

Calculation of combined score

$$\text{Score} = Q(w) \times \frac{EQS}{HQS} + F(w) \times \frac{LC}{C}$$

Q(w) = weight of the quality score (70)

HQS= highest evaluated quality score among the qualified bidder's

EQS= evaluated quality score of bidder

F(w)= weight of the financial score (30)

C = rate quoted by the bidder

LC= lowest rate quoted among the qualified bidder's

The following is an illustration of the above procedure:

Name of Agency	Quality Score	QS out of 70	Retainer Fee	PS out of 30	Total	Rank
AAA	42	43.24	2.25	30.00	73.24	L-3
BBB	65	66.91	4.00	16.88	83.79	L-1
CCC	68	70.00	6.00	11.25	81.25	L-2

- Based on this combined score the agencies will be ranked.
- Agency scoring the highest combined score is considered as L-1 and the retainer fee quoted by that agency will be treated as benchmark rate. The Bank reserves the right to invite the shortlisted

agencies to match the benchmark retainer fee. Agencies agreeing to this arrangement could be considered for empanelment. In case any of the shortlisted Agencies has quoted a retainer fee lower than the benchmark retainer fee, then the lower rate quoted would be the retainer fee for that Agency.

- In the above illustrations BBB will become L-1 and Rs. 4 Lakh would be the benchmark rate.
- The Bank at its sole discretion could appoint requisite number of Agencies. For the sake of illustration if it is assumed that if the Bank is empanelling 3 Agencies, it would consider CCC (ranked L-2) and AAA (ranked L-3).
- The retainer fee payable to AAA would be Rs. 2.25 Lakh. CCC would have to match the benchmark retainer fee of Rs. 4 Lakh. In case any of the Agency / ies is not agreeable to match the benchmark rate, the Bank has the right to consider the subsequently ranked Agency / ies for empanelment. The Bank would consider upto the third ranked agency, i.e. L-3.
- In case of a tie in the combined score between Bidder's, the Bidder with higher quality score would be preferred. If there is a further tie in the quality score, the Bidder with the higher turnover would be preferred.
- The Bank reserves the right to negotiate the price with the finally successful bidder, before awarding the contract.

9.6 Notification of outcome

The Bank will either notify the Agency who has been appointed in writing or email as soon as practicable, about the outcome of the RFP evaluation process. The Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidder's/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

However, the Bidder's can raise disputes / complaints in connection with the fairness of the RFP process adopted, with the Independent External Monitors (IEMs), who have been appointed in accordance with the CVC guidelines. The details of the 2 IEMs appointed for IDBI Bank are as under:

Sr. No	Name of IEM	Contact Number	Email address
1.	Dr. Ravindra Kumar Srivastava, IAS (Retd.)	9999985440	Srivastava.rks@gmail.com
2.	Shri. Prem Chand Pankaj, ex-CMD, NEEPCO	9717433886	prempankaj@gmail.com

10 General Terms and Conditions

10.1 Assignment

- No rights or liabilities under the Contract/ Agreement shall be assigned by the Agency/ Bidder without the prior written consent of the Bank.

10.2 Agency's General Responsibilities

- The Agency shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.
- The Agency shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards therein specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of IDBI Bank.
- The Agency shall not save and except with the prior written approval of IDBI Bank, undertake any work of any nature not assigned and/or not mentioned in the tender and for executing such works. The Agency shall state the nature of work and probable expenditure thereof. After IDBI Bank has accorded its consent in writing for execution of such work and / or incurring expenditure thereof, only then shall the Agency undertake such work and not otherwise.

10.3 Sufficiency of Tender

- The Agency shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions.

10.4 Tenure/ Contract Period

- The tenure of the contract with the Agencies, so appointed, would run for one year from date of appointment under the current RFP. Thereafter, the contract may be renewed for a period of two years (one year at a time), subject to satisfactory performance of the Agency which would be solely adjudged by IDBI Bank.
- In case of non-performance by the Agency during the currency of the contract, their contract will be terminated as per the provisions of the "termination" clause mentioned in the RFP.

10.5 Payment terms

- IDBI Bank will make payment of the undisputed retainer fee on a monthly basis as applicable. Any third party cost incurred by the Agency to carry out the above assignment would be reimbursed to the Agency, provided the cost was incurred with prior approval from IDBI Bank and all third party supporting document submitted along with invoice.
- The selected Agency should draw up a plan within first 3 weeks of appointment. The plan should contain both short term and medium term milestones. The milestones will cover all the key aspects of the assignment as detailed in the scope of work of the RFP (Section 7.2). The envisaged measurable milestones would be defined in the Service Level Agreement and will form the basis for measurement of performance before release of any payment.

10.6 Taxes

- All applicable taxes will be paid by IDBI Bank. The Agency shall be responsible for deposit of all taxes, duties, levies fees or charges in respect of the works as required for the Assignment to concerned Government authorities. Also TDS will be deducted from the payments to the Agency as per applicable laws.

10.7 Statutory authority obligations, notices, fees & charges

- The Agency shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or byelaw of any relevant authority w h i c h has any jurisdiction with regard to the assignment. The Agency shall also abide by the rules and regulations of INS (Indian Newspaper Society), AAI (Advertising Agencies Association of India), ASCI (Advertising Standards Council of India) and other relevant organizations and conform to the aforesaid rules and regulations.
- The Agency would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

10.8 Limited Agency

- For the limited purpose of purchasing materials and engaging the services of Third Parties which are necessary for providing the Services under this Agreement, IDBI Bank would appoint the designated Agency/ies as its agent.
- It is expressly clarified that IDBI Bank is responsible for all costs and expenses

incurred by the Agency on behalf of IDBI Bank, which shall be incurred only on receiving the prior approval of IDBI Bank.

- Save and except the “Limited Agency” created under this Agreement, the Agency/ies appointed would be an independent Party and neither Party is the legal representative of the other; further, the Personnel of the Agency/ies and other Third Parties engaged to perform any Services under this RFP are not the employees of IDBI Bank.

10.9 Rights in Intellectual Property and Material

- All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of IDBI Bank and paid for by IDBI Bank shall vest with IDBI Bank. Provided that IDBI Bank would reimburse the Agency for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from IDBI Bank.
- All concepts, communications etc. created or conceived by the Agency on behalf of IDBI Bank and involving name of IDBI Bank shall not form part of any award or competition or promotion unless prior written consent of IDBI Bank has been obtained therefor.
- In order to perform the services, the Agency must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep IDBI Bank harmless and indemnify IDBI Bank from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.
- The pre-existing intellectual property of the Agency used in deliverables shall remain vested with the Agency. Anything developed during the course of the project shall be owned by the Bank.
- Further, the Selected Bidder shall not either during the currency of the contract or any time later, use the name, logo or any other identity of the Bank for any purpose unless the same is specifically authorized by the Bank in writing.

10.10 Confidentiality

- Information provided under this RFP and subsequent Service Agreement (if the Agency is selected) is confidential and the Agency shall not at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company,

business entity, or other organisation whatsoever, any Confidential Information that the Agency may acquire during the course of such association or otherwise concerning the Bank's business, property, contracts, trade secrets, clients or affairs.

- If the Agency hires another person, with the prior written permission of the Bank to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Agency is bound to maintain the confidentiality.
- The Agency shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Bank.
- Without prejudice to any other rights or remedies which the Bank may have, the Agency acknowledges and agrees that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the Contract.
- The confidentiality obligations shall survive the expiry or termination of the Agreement between the Agency and the Bank.

10.11 Indemnification

- The Agency appointed under this RFP hereby absolutely, irrevocably and unconditionally indemnifies and undertakes to keep IDBI Bank and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, litigations, or actions, financial or otherwise; at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by IDBI Bank and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the Agency and or its directors, employees, in the performance of the Services including, but not limited to, any claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right and (c) any third party claim due to act or omission of the Agency.

10.12 Termination

- In the event of non-performance of the Agency as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RFP and subsequent Service Agreement for the selected Agency, the Parties shall try to resolve the matter amicably *inter se*. The defaulting Party shall be given notice of 21 days to alter the situation and resolve the dispute or reverse the damage caused in any way.
- In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.
- Upon termination of the Agreement, the Agency would promptly hand over to IDBI Bank all deliverable items, including work-in-progress, all “as is where is” condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Agency shall complete pending assignments and IDBI Bank shall agree to settle the dues in respect of completed assignments, except if specifically instructed by IDBI Bank to act otherwise.
- IDBI Bank would also have the right to terminate such Service Agreement with three months notice without assigning any reason.
- The Bank reserves the right to cancel the contract of the selected Agency and recover expenditure incurred by the Bank in any of the following circumstances:
 - a) The Agency becomes insolvent or goes into liquidation voluntarily or otherwise.
 - b) An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
 - c) The progress regarding execution of the contract, made by the selected Agency is found to be unsatisfactory.
 - d) If deductions on account of Penalty exceeds more than 10% of the total contract price.
 - e) If the selected Agency fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
 - f) If the selected Agency gets merged/ taken over by another firm.
 - g) Breach of terms of Contract by the Agency which in the opinion of the Bank is material.

10.13 Limitation of Liability

- Save and except as provided in “Terms of Compensation” and “Termination” herein, neither

Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this Agreement.

- The 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 or other deliverables supplied by the Agency as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Agency.

10.14 Survival

- In the event of the Termination of this Agreement (with the selected Agencies) in whole or in part, the Clauses titled “Compensation”, “Rights in Intellectual Property and Material”, “Indemnification”, “Confidentiality”, and “Limitation of Liability” shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.
- Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

10.15 Severability

- Each of the above restrictions is separate and severable from the other. Any provision, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

10.16 Written Notice of change in name, form or control of either Party

- The Agency shall provide IDBI Bank with prompt 30 days prior written notice of any change in Agency’s name, ownership, or form of organisation. The Agency shall also provide IDBI Bank with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

10.17 Force Majeure

- If either Party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, War like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities, etc.), that Party will not be deemed to have defaulted under this Agreement. Each Party would

use all reasonable efforts to enable performance under this Agreement to continue. If a Force Majeure situation arises, the Agency shall promptly notify IDBI Bank in writing of such conditions and shall serve the notice on IDBI Bank within 15 (fifteen) calendar days from the date of happening of Force Majeure and also submit all necessary proof to the satisfaction of IDBI Bank and the time when the Bidder is likely to resume its obligations. Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the Vendor. Unless otherwise directed by IDBI Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by IDBI Bank (but shall not be bound to) by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, IDBI Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem and in the event of not finding a solution, IDBI Bank shall be entitled to terminate the Contract without being responsible or liable to any damages. Notwithstanding the above, decision of IDBI Bank shall be final and binding upon the Bidder.

10.18 The Agency to conduct as per Good Faith and as per Good Industry Practice

- Notwithstanding anything contained in this Agreement, the Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per Good Industry Practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principal. While acting as an agent The Agency shall be responsible to IDBI Bank for all acts of negligence, and for consequences emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of IDBI Bank as its agent.

10.19 Conflict of interest

- The Agency shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to IDBI Bank all actual and potential conflicts that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict. Failure of which can result in termination of the contract by IDBI Bank.

10.20 Sub Contracts

- The Agency as and when required may sub contract the work with prior approval of the Bank provided the intimation in writing of all collaborations be given to the Bank. However, such

notification shall not relieve the Agency from any liability or obligation under the contract. The Agency shall be responsible for the performance of sub-contractors appointed by it.

10.21 Other Conditions

- This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.
- While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- This document constitutes no form of commitment on the part of the Bank.
- IDBI Bank reserves the right to appoint auditors to audit the books of account of the agencies (and sub-contractors, in case of subcontract) for transactions related to the Bank.
- IDBI Bank shall have the right to appoint and/ or avail Services from other agencies as well and this RFP does not confer any exclusive rights to any Agency for Services rendered/to be rendered. Inter-se allocation of work between the agencies in such case would be the sole discretion of IDBI Bank and the decision of IDBI Bank in this regard shall be final.
- In case the agency undertakes any assignment under the scope of work of any of the other Communication Agencies appointed i.e. Advertising or Public Relations, then the applicable fee would be payable as contracted with the respective agency.
- It is clarified, as and by way of abundant caution that IDBI Bank will have all ownership and / or license rights on all the ideas, concepts, proposals, logos, designs, scripts etc developed by the Agency during the course of this assignment as specified in the RFP and paid for by IDBI Bank.
- The Agency shall in respect of the Services, obtain prior written approvals from the Designated Authorised Signatories of IDBI Bank, in all cases, in respect of the form, the manner, the extent and the wording of all publicity materials produced before taking any action under the Agreement.
- IDBI Bank would have the right to reject all or any of the applications without assigning any reason for the same.
- From the time the proposals are opened to the time of empanelment, the Agency / ies should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and empanelment. Such an effort shall result in rejection of the proposal.

RFP for appointment of Social Media Agency

- The agency empanelled will have to execute a Service Level Agreement (SLA) with the Bank in the format approved by the Bank, within 3 weeks from date of appointment. The same will be provided after finalization of empanelment. Payment of stamp duty would be as per laws applicable in the State in which the SLA is executed.
- The agency empanelled shall bear all costs and expenses for the execution, stamp duty and submission of the agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.
- If the selected Agency differs / does not agree on any conditions / terms of the contract, the Bank has the right to appoint the next ranked agency without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.
- Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Agency thereof shall constitute binding Terms and Conditions between the parties.
- Bank will either notify the selected agency who has been appointed in writing or email as soon as practicable, about the outcome of the RFP evaluation process. Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidder's/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- IDBI Bank reserves the right to share the information/clarifications provided in response to RFP by any bidder, with any other bidder's/ others, in any form.

Annexure I

FORM OF TENDER- Technical Bid

**The Deputy General Manager
Corporate Communications Division
Corporate Strategy and Planning Department
IDBI Bank Ltd.
19th Floor, IDBI Tower, WTC Complex
Cuffe Parade
Mumbai - 400 005**

Subject: Empanelment of Social Media Agency for IDBI Bank Limited-Technical Bid

- Having examined the Conditions of Assignment for the above Contract, i.e. Appointment of Social Media Agency for IDBI Bank, we qualify under the eligibility criteria and offer to provide the services and undertake the work in conformity with the Conditions of Assignment as stipulated in this RFP.

Sr. No	Particulars	Details
1.	Name of Agency	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (partnership/ private/ public etc)	
5.	Name of Partners / Directors	
6.	Date of Incorporation	
7.	Details of authorized contact person	
	Name	
	Designation	
	Telephone nos	
	Mobile no	
	Email Address	
	Fax no	
8.	Net worth	
	2021-22	
9.	Net Profit	
	2021-22	
	2020-21	
	2019-20	
10.	Fee from Social Media services	
	2021-22	
11.	Other relevant information	

- We hereby certify that all the particulars given above are correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct, IDBI Bank shall have the absolute right to take any action as deemed fit without any prior intimation to us.
- We undertake to complete and deliver the whole of the works comprised in the RFP and agree to abide by the General Terms and Conditions.
- We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- Unless and until a formal Agreement is executed, this tender together with our written acceptance thereof shall constitute a binding Terms and Conditions between IDBI Bank and us.
- We understand that the Request for Proposal (RFP) does not commit IDBI Bank to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFP and any pre-

contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, IDBI Bank has no obligation to us until a written contract is executed.

- We understand that IDBI Bank has the right, without assigning any reasons thereof, to
 - i) Reject, amend, and modify any condition or timeline contained in the RFP
 - ii) Terminate this RFP
 - iii) Negotiate with one or more Participants
 - iv) Not award the assignment to any of the Participants and / or recommence the entire process.
 - v) Contract with one or more Participants for any reasons whatsoever.
 - vi) Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.
- We understand that IDBI Bank reserves the sole right to decide on the number of Agencies and the inter-se allocation of work between them
- In case the agency undertakes any assignment under the scope of work of any of the other Communication Agencies appointed i.e. Advertising or Public Relations, then the applicable fee would be payable as contracted with the respective agency. .
- List of documents attached with the tender (in the same order, mentioned in the RFP (Eligibility Criteria- Sr. nos. 6.1 & 6.2)
 - a) Documents required as per (a)
 - Name of document submitted
 - b) Documents required as per (b)
 - Name of document submitted
 - c)

(Please attach the documents in the same order in which they are listed above)

Signature of Authorised Person of bidding Agency
Full Name & Designation of Authorised Person
Name of the Bidding Agency
Date:

Seal of Agency

Annexure II

FORM OF TENDER-Financial Bid

**The Deputy General Manager
Corporate Communications Division
Corporate Strategy and Planning Department
IDBI Bank Ltd.
19th Floor, IDBI Tower, WTC Complex
Cuffe Parade
Mumbai - 400 005**

Subject: Empanelment of Social Media Agency for IDBI Bank Limited- Financial Bid

We hereby submit our Financial Bid for selection of Social Media Agency of IDBI Bank Ltd. We unconditionally agree to abide by the Terms & Conditions specified in the RFP.

Sr. No	Particulars	Details / Charges	
		In Figures	In words
1	Retainer Fee excluding taxes (monthly) (INR)		

We hereby certify that all the particulars given above are correct and true to the best of our knowledge.

Signature of Authorised Person of bidding agency
Full Name & Designation of Authorised Person
Name of the Bidding Agency
Date:

Seal of Agency

Annexure III

(On letterhead of the client duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that _____ is our empanelled Social Media agency for
____months ____years (from <Month/ Year> to <Month/ Year>).

The performance of the agency is satisfactory during their tenure with us.

Signature of Authorised Person
Full Name & Designation of Authorised Person
Name of the Client
Date:

Stamp of the client
Seal of Agency

Annexure IV

(On letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the Agency has not been penalised or found guilty in any court of Law and the agency has not been blacklisted / debarred by any Central / State Government / PSU / Bank / RBI/ IBA / any regulatory authority during April 2019 onwards till date.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against the company / agency that may have any impact affecting or compromising the delivery of services required.

Signature of Authorised Person of bidding agency
Full Name & Designation of Authorised Person
Name of the Bidding Agency
Date:

Seal of Agency

Annexure V

Declaration: No default in any bank in jurisdiction of India

(On letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) has not defaulted under any of the contracts which we have entered with any other bank/ third party within the jurisdiction of India.

Signature of Authorised Person of bidding agency
Full Name & Designation of Authorised Person
Name of the Bidding Agency
Date:

Seal of Agency

Enclosure: Latest CIBIL Report

Annexure VI

INTEGRITY PACT

To,
The Deputy General Manager
Corporate Strategy & Planning Department, IDBI
Tower, 19th Floor,
WTC Complex, Cuffe Parade, Mumbai-
400005.

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that IDBI Bank is committed to follow the principle of transparency, equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence, when tender/bid is finally accepted by IDBI Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IDBI Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with the terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IDBI Bank.

INTEGRITY AGREEMENT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, IDBI Bank Ltd., a Company within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a Banking Company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s _____ represented by Smt/ Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to procure (_____) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

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

NOW, THEREFORE,

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

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

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

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all Bidder's alike, and will provide to all Bidder's the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other Bidder's.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the Bidder's

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with IDBI Bank Ltd.

3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other Bidder's to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other Bidder's/ Contractor(s).

3.14 Bidder's are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign Bidder's if any, to disclose name and address of agents and representatives in India and Indian Bidder's to disclose their foreign principal or associates.

3.16 Bidder's to disclose any transgressions with any other company that may impinge on anti- corruption principle.

4. Previous Transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/ Security Deposit, with the PRINCIPAL through any of the modes mentioned in the RFP/ bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of IDBI Bank Ltd. However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents/ RFP should be from any nationalized Bank other than IDBI Bank Ltd and promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof for making such payment to the PRINCIPAL.

5.2 Unless otherwise stipulated in the Bid document/ RFP, the Earnest Money/ Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for

imposing sanction for violation of this Pact.

- 5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

- 6.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.
- 6.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- 6.1.3 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.4 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
- 6.1.5 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.6 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 5.1.1 to 5.1.6 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent External Monitors

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

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

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

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings.

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

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER.

The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is

unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

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

13. The parties hereby sign this Integrity Pact at _____ on_____.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)
Contractor)

Signature
(For & on behalf of the BIDDER/

Office Seal

Office Seal

Name
Designation

Name
Designation

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____