

स्टैंड अप इंडिया तथा वित्तीय समावेशन अभियान  
हेतु विज्ञापन एजेंसी का चयन -  
प्रस्ताव हेतु अनुरोध

Request for Proposal [RfP]  
for Appointment of Advertisement agency  
for Stand up India and Financial Inclusion Campaign

दिनांक 15/10/2016 का निविदा सं. 400/2017/1207/बीवाईओ/अदर्स  
Tender No. : 400/2017/1207/BYO/Others dated October 15, 2016

भारतीय लघु उद्योग विकास बैंक  
नैगम छवि अभिवर्द्धन कक्ष

एमएसएमई विकास केंद्र, सी-11, जी ब्लॉक

बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा(पूर्व) मुंबई-400059

**Small Industries Development Bank of India**  
Corporate Image Enhancement Cell,  
MSME Development Center, Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

वेबसाइट / Website: [www.sidbi.in](http://www.sidbi.in)

Price of the document: ` 1,000/-

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## INVITATION TO BID

### 1. INTRODUCTION AND REQUIREMENT:

Small Industries Development Bank of India [SIDBI], set up in 1990 under an Act of the Parliament, acts as the principal Financial Institution for promotion, financing and development of the MSME sector and also to coordinate with institutions engaged in similar activities. The role and function of SIDBI are given in its website [www.sidbi.in](http://www.sidbi.in).

The Bank invites applications from accredited advertising agencies having good track record, for advertisement/promotional requirements for the Stand Up India Scheme of SIDBI, launched recently alongwith other flagship financial inclusion schemes such as Pradhan Mantri Jan Dhan Yojana (PMJDY), Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY), Pradhan Mantri Suraksha Bima Yojana (PMSBY), Pradhan Mantri Mudra Yojana (PMMY) and Atal Pension Yojana (APY). The job involves conceptualizing, creating and releasing advertisements and other publicity material in print, electronic as also outdoor media at national and regional level.

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexures and formats attached.

### 2. BRIEF OF THE SCHEME:

Briefs on the aforementioned schemes for financial inclusion are available on the websites of Government of India at:

- DFS Website : <http://www.financialservices.gov.in/>
- Stand up India: <https://www.standupmitra.in/>
- Pradhan Mantri Jan Dhan Yojana (PMJDY) : <http://pmjdy.gov.in/>,  
[http://pmjdy.gov.in/files/E-Documents/PMJDY\\_BROCHURE\\_ENG.pdf](http://pmjdy.gov.in/files/E-Documents/PMJDY_BROCHURE_ENG.pdf)
- Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) :  
<http://jansuraksha.gov.in/Files/PMJJBY/English/About-PMJJBY.pdf>
- Pradhan Mantri Suraksha Bima Yojana (PMSBY) :  
<http://jansuraksha.gov.in/Files/PMSBY/English/About-PMSBY.pdf>

### **3. SCOPE OF WORK:**

The requirement is for content, media plan and co-ordinating actual release of spots/advertisements. The scope of work/communication brief has three elements:

#### **Stand Up India**

- Creating awareness and conveying details about Stand Up India
- Focus on SC, ST and Women
- Handholding eco-system
- Government and banks engaging with you as an adult and reposing faith/trust in you

(Background film prepared earlier on Stand Up India available as contextual material)

#### **MUDRA**

- Continues to build up on awareness generated earlier
- Using MUDRA Card to save interest costs, keeping PIN secret
- Success stories
- Building up your credit history
- Borrow, grow, repay

#### **Financial Inclusion**

- Open a PMJDY account if you don't have an account
- Inculcate a habit of saving in the account
- Operate it regularly and get an overdraft
- Link it to your Aadhar and mobile number
- Using Debit cards/Bank accounts to avail of the Accident Insurance cover (PMSBY and PMJJY)
- Precautions to be observed when using Debit Cards
- GIS highlighting availability of Bank Mitra GIS - ATM, Bank Branch to be publicized

- USSD based mobile banking
- Use bank account for APY

The three elements highlighted above could be in a single product or in a series with a common recognisable theme/marker.

### **Further Inputs**

- Target: Vernacular speakers
- SEC B, C and D categories (SEC A3 may be relevant for Stand Up India)
- Top 10 States – UP, Maha, WB, Bihar, TN, MP, Raj, Kar, Guj, AP + Telengana – each has 50m plus.
- Languages-  
Hindi/Marathi/Bangla/Tamil/Kannada/Gujrati/Telugu/Oriya/Malayalam/Punjabi/Urdu (Print only)/Kashmiri/Assamese/English (for NER) print only
- Choice of media/tv/newspapers must reflect this

### **Media Mix**

- TV
- Print
- Hoardings
- Bus shelters (In Delhi and 2-3 large cities only)
- Bus and Auto Panels (7-10 cities including Kanpur, Agra, Varanasi, Allahabad, Lucknow towns)
- Cinema Screens
- Digital/Web
- Radio (FM & AIR)
  - Collateral designs – Leaflets, Booklets, Brochures, Posters, Standees, Backdrops etc.
  - Communication material for and conducting on-ground events and outreach programmes etc.

- i. Implementing the same in coordination with concerned departments/verticals of the bank and other Govt. authorities from time to time.
- ii. Prepare a project plan for execution of the work including activity chart and timelines to ensure that the work is completed in shortest possible time. The project plan needs to be approved by the Bank or such other authorities as may be decided by the Bank.
- iii. The agency should have capabilities of delivering through all media with adequate experience in the field, good infrastructure and resource personnel including local language experts proficient in regional languages and dialects.
- iv. To effectively utilize the strength of an agency in a particular medium, the Bank reserves the right to split the project between two or more empanelled agencies wherein conceiving, designing and developing of the creatives may be assigned to one agency and the release of the same in different mediums to other agencies. The agency assigned to do the creatives would provide the same in the final release (open) format to the other selected agency/agencies for release.
- v. The publicity campaign will be run for a period of five months. The campaign would be starting from December 01, 2016 or such other date as may be advised.

#### 4. CRITICAL INFORMATION:

| SNo.<br>क्र.सं. | Events / कार्यक्रम            | Particular / विशेष, Date/ तिथि & Time/ समय   |
|-----------------|-------------------------------|--|
| 1               | Purpose / उद्देश्य            | Appointment of Advertisement Agency for <b>Stand Up India and Financials Inclusion Schemes Campaign</b>  |
| 2               | EMD / ईएमडी                   | All the responses must be accompanied by a refundable interest free security deposit of amount of ` 45,10,000/- (Rupees Forty Five Lakh Ten Thousand only) |
| 3               | Application Fee / आवेदन शुल्क | All the responses must be accompanied by a Non refundable application fee of ` 1,000/- (Rupees One   |

**Request for Proposal: 400/2017/1207/BYO/Others**  
**dated October 15, 2016**  
**Appointment of Advertisement agency**

|    |   |  |
|----|---|--|
|    |   | Thousand only)   |
| 4  | Last date for seeking clarifications for pre-bid meeting/ पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि | 21 अक्तुबर, 2016 / October 21, 2016 by 11:00am   |
| 5  | Pre Bid meeting / पूर्व-बोली बैठक   | 21 अक्तुबर, 2016 / October 21, 2016 at 11:00am at Conference room , 3 <sup>rd</sup> floor, Department of Financial Services, Ministry of Finance, Jeevan Deep Building, Sansad Marg New Delhi – 110001   |
| 6  | Last date for submission of bids/ बोली जमा करने की अंतिम तिथि   | 4 नवम्बर 2016 / November 04, 2016 on or before 3:30pm  |
| 7  | Address for Bid Submission / बोली जमा करने का पता   | <b>महाप्रबन्धक (CIEC) / General Manager (CIEC)</b><br>Small Industries Development Bank of India<br>6 <sup>th</sup> Floor, Corporate Image Enhancement Cell, MSME Development Centre<br>Plot No. C-11, G Block, Bandra Kurla Complex Bandra (E), <b>Mumbai - 400 051</b><br>Phone: 022-67531100 / 67531224 / 67531131  |
| 8  | Date & Time of Opening of Minimum Eligibility bid & Technical bid/ न्यूनतम व तकनीकी बोली खोलने की तिथि व समय      | 04 नवम्बर 2016 / November 04, 2016 at 4:00pm   |
| 9  | Date and time of opening of commercial bids / वाणिज्यिक बोली खोलने की तिथि व समय                                  | To be intimated at a later date<br>बाद में सूचित किया जायेगा   |
| 10 | Bid Validity/ बोली के वैद्यता   | <b>180 days</b> from the last date of bid submission.<br>बोली जमा करने की अंतिम तिथि से 180 दिन तक   |
| 11 | Presentations to be made by bidders/ बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ                                  | The bidders are required to arrange for Presentation. The bidders should be in readiness for presentations during November 7 – 9, 2016. Exact date & venue would be intimated after bid submission.<br>बोलीदाताओं को प्रस्तुतियों का प्रबंध करना होगा   बोलीदाता दिनांक नवम्बर 7 से 9 , 2016 के दौरान प्रस्तुतियों का प्रबंध करने हेतु तैयार रहें । तय तिथि एवं स्थान बोली प्रस्तुत करने के बाद सूचित किया जाएगा । |
| 12 | <b>Contact details of SIDBI officials / सिडबी अधिकारियों के संपर्क विवरण</b>                                      |  |
|    | Rajeswari Naveen Kumar, Manager<br>022-67531224,<br><a href="mailto:rajeswari@sidbi.in">rajeswari@sidbi.in</a>    | Sanjeev Patial,<br>Dy General Manager<br>022-67531131,<br><a href="mailto:spatial@sidbi.in">spatial@sidbi.in</a>   |

|    |                  |  |
|----|------------------|--|
| 13 | Website of SIDBI | <a href="http://www.sidbi.in">www.sidbi.in</a> |
|----|------------------|--|

## 5. BID PRICE:

- 5.1. Non-refundable Bid Price of ` 1,000/- (Rupee One Thousand only) by way of Banker's Cheque/ Demand Draft/ Pay Order drawn on a scheduled bank, favouring '**Small Industries Development Bank of India**', payable at Mumbai, must be submitted along with RFP response.
- 5.2. The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RFP response.
- 5.3. Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs) are exempted from bid price.

## 6. INSTRUCTION TO BIDDERS

### 6.1. INFORMATION PROVIDER

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. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document

#### **6.1. DISCLAIMER:**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

#### **6.2. COSTS TO BE BORNE BY RESPONDENTS**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by SIDBI, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

#### **6.3. NO LEGAL RELATIONSHIP**

No binding legal relationship will exist between any of the Recipients / Respondents and SIDBI until execution of a contractual agreement.

#### **6.4. RECIPIENT OBLIGATION TO INFORM ITSELF**



The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

#### **6.5. EVALUATION OF OFFERS**

The issuance of RFP 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 RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

#### **6.6. ACCEPTANCE OF SELECTION PROCESS**

Each Recipient / Respondent having responded to this RfP acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfP document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this RfP.

#### **6.7. ERRORS AND OMISSIONS**

Each Recipient should notify SIDBI of any error, fault, omission, or discrepancy found in this RFP document but not later than twelve business days prior to the due date for lodgement of Response to RFP.

#### **6.8. ACCEPTANCE OF TERMS**

Recipient will, by responding to SIDBI for RfP, be deemed to have accepted the terms as stated in this RFP.

#### **6.9. REQUESTS FOR PROPOSAL**

- 6.9.1. Recipients are required to direct all communications (including pre-bid queries) related to this RfP, through the Nominated Point of Contact persons.
- 6.9.2. SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfP closes and all such information and material provided will be taken to form part of that Respondent's response.
- 6.9.3. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfP could be conveyed promptly.
- 6.9.4. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.
- 6.9.5. SIDBI may, in its absolute discretion, engage in discussion with any Respondent **(or simultaneously with more than one Respondent) after the RfP closes to improve or clarify any response.**

#### **6.10. NOTIFICATION**

SIDBI will notify all short-listed Respondents in writing or by email as soon as practicable about the outcome of their RfP. SIDBI is not obliged to provide any reasons for any such acceptance or rejection.

#### **6.11. PRE BID MEETING:**

- 6.11.1. The Bank shall hold a pre-bid meeting on the date and time mentioned in 'Critical Information' section above. Purpose of the meeting is to bring utmost clarity on the scope of work and terms of the RFP being floated. The Bidders are expected to use the platform to have all their queries answered. No query will be entertained after the pre-bid meeting.
- 6.11.2. It would be the responsibility of the Bidders to be present at the venue of the meeting.
- 6.11.3. Clarification sought by bidder should be made in writing (Letter/E-mail etc) and submitted on or before the date as indicated in the 'Critical Information'

section. Bank has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

- 6.11.4. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the Bank, together with amendment to the bidding document, if any, will be posted on the Bank's website ([www.sidbi.in](http://www.sidbi.in)) and Central Public Procurement Portal (CPPP) after the pre-bid meeting. It would be responsibility of the bidder to check the websites before final submission of bids.
- 6.11.5. If SIDBI, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then SIDBI reserves the right to communicate such response to all Respondents.

#### **6.12. AMENDMENT TO THE BIDDING DOCUMENTS:**

- 6.12.1. At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 6.12.2. The amendment will be posted on Banks website [www.sidbi.in](http://www.sidbi.in) and CPPP ([eprocure.gov.in](http://eprocure.gov.in)).
- 6.12.3. All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Bank will not have any responsibility in case some omission is done by any bidder.
- 6.12.4. 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.

#### **6.13. BID VALIDITY:**

- 6.13.1. Prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from last date for submission of bids as mentioned in 'Critical information' sheet.
- 6.13.2. In exceptional circumstances the Bank may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.

6.13.3. Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

**6.14. LANGUAGE OF BID:**

The bid prepared by the Bidders 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.

**6.15. SUBMISSION OF BIDS**

6.15.1. The bids must be received by the Bank at the specified address not later than date mentioned in 'Critical Information', given in the beginning of this document.

6.15.2. In the event of the specified date for the submission of bids, being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.

6.15.3. The Bank may, at its discretion, extend the deadline for 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

**6.16. MODIFICATION AND/ OR WITHDRAWAL OF BIDS:**

6.16.1. 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.

6.16.2. The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by Fax/email and followed by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

6.16.3. No bid may be modified or withdrawn after the deadline for submission of bids.

6.16.4. Bank has the right to reject any or all bids received without assigning any reason whatsoever. Bank shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

**6.17. REQUEST FOR INFORMATION:**

6.17.1. Recipients are required to direct all communications for any clarification related to this RFP, to the nominated contact persons at Sr. No.12 or para2 : Critical Information and must communicate the same in writing by the time mentioned in 'Critical Information' section before. No query / clarification would be entertained over phone.

6.17.2. All queries relating to the RFP, technical or otherwise, must be in writing only and may be sent via email. The Bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.

6.17.3. However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

6.17.4. The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.

6.17.5. The Bank may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to clarify any response.

6.17.6. Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

#### **6.18. DISQUALIFICATION**

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

#### **6.19. PRE CONTRACT INTEGRITY PACT (IP)**

IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format at **Annexure-XV** on the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Purchase Order.

#### **6.20. IMPORTANT**

Bidders must take the following points into consideration during preparation and submission of bids.

- 6.20.1. Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- 6.20.2. Faxed copies of any submission are not acceptable and will be rejected by the Bank.
- 6.20.3. Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- 6.20.4. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 6.20.5. The RfP is floated on SIDBI website <http://www.sidbi.in> and Central Public Procurement Portal (CPPP) at [eprocure.gov.in](http://eprocure.gov.in). SIDBI reserves the right to

change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on SIDBI website and CPPP. Bidders must have close watch on SIDBI website and CPPP during the intervening period before submitting response to RfP.

6.20.6. Each bidder shall submit only one proposal.

#### **6.21. PUBLIC PROCUREMENT POLICY FOR MSEs-**

6.21.1. SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, Gol. These provisions shall be applicable to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSMEs).

6.21.2. Such MSEs would be entitled for exemption from furnishing tender fee and earnest money deposit (EMD). In case of any issue on the subject matter, the MSE's may approach the tender inviting authority to resolve their grievances. Agencies/ Bidders desirous of availing exemptions/ preference under above provisions should submit a copy of proof of Registration as MSEs/ and ownership of the same by SC/ST along with the tender/RFP.

6.21.3. Bidder is required to inform its MSME status as per following definition, if applicable.

| Enterprise Category | Manufacturing<br>(Original Investment in P&M) | Services<br>(Original Investment in Equipment) |
|---------------------|---|--|
| Micro               | Up to Rs. 25 lakh                             | Up to Rs.10 lakh                               |
| Small               | Up to Rs. 500 lakh                            | Up to Rs.200 lakh                              |
| Medium              | Up to Rs.1000 lakh                            | Up to Rs. 500 lakh                             |

#### **7. EVALUATION METHODOLOGY:**

## **7.1. OBJECTIVE:**

- 7.1.1. The objective of this evaluation methodology is to facilitate the appointment of Advertisement agency for ensuring technically superior and professional services at optimal cost.
- 7.1.2. The project is based on fixed cost / charge and the selected bidder has to deliver the services as per scope of the project.

## **7.2. EVALUATION PROCESS:**

- 7.2.1. The Bank has adopted a three (3) bid processes in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.
  - i. Minimum Eligibility Criteria
  - ii. Technical Bid (includes presentation)
  - iii. Commercial Bids
- 7.2.2. The Bank shall evaluate first the 'Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be evaluated at the second stage. 'Commercial bids' shall be opened for only the shortlisted bidders out of technical evaluation. The final selection will be done based on Quality cum Cost Based System (QCBS) wherein Relative Technical Bid Score will get a weightage of 75% and Relative Commercial Bid Score a weightage of 25%.
- 7.2.3. The evaluation by the Bank will be undertaken by a Committee of officials or/and representatives formed by the Bank and its decision will be final.
- 7.2.4. The Bank reserves the right to select one or more agencies for implementation of the Project. If found necessary, project may be split between two or more agencies, with creatives being done by one and release in different mediums by others. The evaluation process would consider whether the Agency fulfills the necessary eligibility criteria and has requisite prior experience, resources and expertise to address SIDBI's requirements and objectives. The evaluation process will gauge the extent of thought



- process that has gone behind the preparation of the RFP response, the degree of clarity, understanding of SIDBI's stated objectives and the level of commitment exhibited by the Agencies.
- 7.2.5. During the course of technical evaluation if found necessary, the Bank may seek supplementary details and the same be submitted within the stipulated time. Non-submission of such details in time may render such applications for disqualification from further evaluations.
- 7.2.6. The Bank reserves the right to not open commercial bids of bidders that are found to be technically deficient.
- 7.2.7. Normalization - SIDBI reserves the right to go for normalization process after technical evaluation and accordingly may request all the bidders to submit revised bid (technical or commercial or both) to avoid any possible ambiguity in evaluation process or make apple-to-apple comparison or to bring further transparency in the evaluation process.

### **7.3. OPENING OF MINIMUM ELIGIBILITY AND TECHNICAL BIDS**

- 7.3.1. Bids, except commercial bids, received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
- 7.3.2. On the scheduled date and time, bids will be opened by the Bank Committee in presence of Bidder representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
- 7.3.3. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, bank at its discretion will proceed further with opening of the technical bids in their absence.

- 7.3.4. The Bidder name, presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate will be announced at the time of bid opening.
- 7.3.5. Bids that are not opened at Bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

**7.4. PRELIMINARY EXAMINATION:**

- 7.4.1. The Bank will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/ documents attached and the bids are generally in order.
- 7.4.2. The Bank may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.4.3. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from or objections or reservations to critical provisions, such as those concerning Bid security, performance security, qualification criteria, insurance, Force Majeure etc will be deemed to be a material deviation. The Bank's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 7.4.4. If a Bid is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 7.4.5. The Bidder is expected to examine all instructions, forms, terms and specification 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 its Bid.

#### **7.5. EVALUATION OF ELIGIBILITY CRITERIA:**

- 7.5.1. Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with any of the eligibility criteria are liable to be rejected and will not be considered for further evaluation.
- 7.5.2. Successful bids out of this stage would be considered for technical evaluation.
- 7.5.3. Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts won't be considered as credentials towards satisfying eligibility criteria.

#### **7.6. EVALUATION OF TECHNICAL BIDS**

- 7.6.1. The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
- 7.6.2. SIDBI may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by SIDBI.
- 7.6.3. Technical bids would be evaluated on the parameters and presentation as below.

### TECHNICAL BIDS EVALUATION CRITERIA

The Evaluation matrix along with the maximum marks that can be scored is as given below:

| Sr. No.      | Details required/Parameters on which Bidder will be scored   | Maximum Marks |
|--------------|--|---------------|
| 1            | Experience of the agency in Advertising activities   | 5             |
| 2            | List of offices (with address) in all India locations including staff strength at each location  | 5             |
| 3            | Average Turnover for the last three financial years 2013-14, 2014-15 and 2015-16   | 15            |
| 4            | List of organizations worked with and currently empanelled along with satisfactory letters from customers with details / nature of similar assignments conducted | 5             |
| 5            | Major Campaign of ₹ 1 Crore & above during last 3 years for Single Product/Services  | 7             |
| 6            | No. and the list of similar assignments conducted for BFSI and Government sector handled during last 5 years. The relevant order copies to be enclosed.          | 8             |
| 7            | Awards and Accreditations  | 5             |
| <b>Total</b> |  | <b>50</b>     |

#### Second Stage of Evaluation:

| S. No.       | Criteria Description  | Details required/Parameters on which Bidder will be scored | Maximum Marks |
|--------------|---|--|---------------|
| 1.           | Specific proposal for the Stand Up India & Financial Inclusion Campaign | As per presentation  | 50            |
| <b>Total</b> |   |  | <b>50</b>     |

7.6.4. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score ( $RS_{Tech}$ ) shall be assigned to each bid on the basis of parameters mentioned above.

7.6.5. Relative Technical Score ( $RS_{Tech}$ ) for each agency will be calculated as follows based on above parameters:

$$RS_{Tech} = T / T_{high} * 100$$

Where,

|             |   |   |
|-------------|---|---|
| $RS_{Tech}$ | = | Relative score obtained by the bidder             |
| $T$         | = | Technical score obtained by bidder                |
| $T_{High}$  | = | Highest Technical score secured among the Bidders |

- 7.6.6. Technical Bids receiving a  $RS_{Tech}$  greater than or equal to a score of 75 (cut-off marks) will be eligible for consideration in the subsequent round of commercial evaluation.
- 7.6.7. If less than 3 bidders qualify as per above criteria ( $RS_{Tech} \geq 75$ ), SIDBI reserves the right to short list maximum top 3 bidders subject to  $RS_{Tech} \geq 70$ .

#### **7.7. COMMERCIAL BIDS:**

- 7.7.1. The Bidder is required to quote in Indian Rupees ('INR/ ₹'). Bids in currencies other than INR may not be considered.
- 7.7.2. While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.
- 7.7.3. The Commercial Bid should be submitted in the format prescribed in the RFP. Consideration of commercial bids, not submitted as per requisite format, will be at the discretion of the bank.

#### **7.8. EVALUATION OF COMMERCIAL BIDS**

- 7.8.1. In this phase, the Commercial Bids of the Bidders, who are found technically qualified in previous phase, will be taken for commercial evaluation.
- 7.8.2. The date for opening of commercial bids will be advised separately.
- 7.8.3. Relative Technical Score ( $RS_{Tech}$ ) of the technically qualified bids would be announced before the representatives of the bidders and the commercial bids of those bidders would be opened for commercial evaluation.
- 7.8.4. Relative Commercial Score ( $RS_{Com}$ ) for each bidder will be calculated as follows:

$$RS_{Com} = C_{Low} / C \times 100$$

**Where:**

- $RS_{Com}$  = Relative score for Commercial Bid of the bidder
- $C$  = Commercial bid value of the bidder under consideration
- $C_{Low}$  = Lowest commercial bid value out of all the eligible commercial bids obtained.

## **7.9. FINAL SELECTION OF THE ELIGIBLE BIDDER**

7.9.1. Total Relative Score (RS) obtained by each eligible bidder will be calculated as follows:

$$RS = RS_{Tech} \times 0.75 + RS_{Com} \times 0.25$$

7.9.2. The eligible bidder will be selected based on maximum Relative Score (RS) obtained.

7.9.3. The bidder with the highest Relative Score (RS) will be selected for further discussion.

7.9.4. In case of a tie after the commercial evaluation stage, the Bank's decision will be final and will be based on marks scored in the technical evaluation only.

## 8. TERMS AND CONDITIONS

### 8.1. DEFINITIONS:

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

- 8.1.1. "The Bank " means Small Industries Development Bank Of India (SIDBI);
- 8.1.2. "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Regional Offices and the Vendor/Bidder/Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 8.1.3. "The Contract Price" means the price payable to the Vendor/Bidder/Supplier under the Contract for the full and proper performance of its contractual obligations;
- 8.1.4. "The Goods" means all of the software, and/or other materials which the Supplier is required to supply to the Bank under the Contract;
- 8.1.5. "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 8.1.6. "TCC" means the Terms and Conditions of Contract contained in this section;
- 8.1.7. "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and
- 8.1.8. "The Project Site" means various Head Office / Branches / Administrative offices of Small industries Development Bank of India.

### 8.2. RESPONSIVE BIDS:

Bidders are required to submit their responses in a THREE envelope, with contents of each as under:

| Envelope No. | Bid Contents | No. of Copies | Label of Envelope |
|--------------|--------------|---------------|-------------------|
|--------------|--------------|---------------|-------------------|

| Envelope No. | Bid Contents  | No. of Copies                                 | Label of Envelope  |
|--------------|---|---|--|
| <b>I</b>     | <p><b>Minimum Eligibility Bid</b></p> <ul style="list-style-type: none"> <li>i. Bid Covering letter as per format prescribed in <b>Annexure-I</b></li> <li>ii. Response to Minimum Eligibility Bid as per format prescribed in <b>Annexure-III</b></li> <li>iii. Declaration regarding clean track record, as per format prescribed in <b>Annexure-IV.</b></li> <li>iv. DDs/Instruments towards bid price</li> <li>v. Bank Mandate Form as per format prescribed in <b>Annexure – X.</b></li> <li>vi. DD/Instrument towards EMD OR bid security as per format prescribed in <b>Annexure – XII.</b></li> <li>vii. Conformity of Hardcopies in <b>Annexure - XIII</b></li> <li>viii. Power of Attorney as per format prescribed in <b>Annexure - XIV</b></li> <li>ix. Pre-Contract Integrity Pact as per format <b>Annexure – XV</b></li> </ul> | Hardcopy – 1 and Soft copy on pen drive or CD | “Minimum Eligibility – Appointment of Advertisement Agency - RfP No. 400/2017/1207/BYO/ OTHER” |
| <b>II</b>    | <p><b>Technical Bid</b></p> <ul style="list-style-type: none"> <li>i. Response to Technical Bid as per Application in <b>Annexure-II</b></li> <li>ii. Letter of competence as per format prescribed in <b>Annexure-V.</b></li> <li>iii. Letter of Conformity as per format prescribed in <b>Annexure-VI</b></li> <li>iv. Statement of deviations as per <b>Annexure-VII</b></li> <li>v. Non-disclosure Agreement as per <b>Annexure-IX</b></li> </ul>   | Hardcopy – 1 and Soft copy on pen drive or CD | “ Technical Bid – Appointment of Advertisement Agency – RfP No. 400/2017/1207/BYO/ OTHER”      |
| <b>III</b>   | <p><b>Commercial Bid</b></p> <ul style="list-style-type: none"> <li>i. Response to Commercial Bid as per format prescribed in <b>Annexure-VIII.</b></li> </ul>  | Hardcopy – 1                                  | “Commercial Bid – Appointment of Advertisement Agency – RfP No. 400/2017/1207/BYO/ OTHER “     |
| <b>IV</b>    | Performance Bank Guarantee in Annexure XI   |   | To be submitted by selected Agency / bidder  |



- 8.2.1. The Bid shall be typed or written in indelible ink, all pages numbered and signed by Authorized signatory of the response.
- 8.2.2. Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- 8.2.3. The Bidder shall seal the bids in non-window envelopes, super-scribing the nature of bid (i.e. pre-qualification/minimum eligibility, Technical or Commercial). All the individual envelopes must be super-scribed with the following information as well (i) Nature of Bid, (ii) Name of the bidder, (iii) Contact Name, (iv) Contact Number and (v) e-mail id.
- 8.2.4. If the envelope(s) are not sealed and marked as indicated, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- 8.2.5. The bidder to note that, under no circumstances the Commercial Bid should be kept in Technical Bid Covers. The placement of Commercial Bid in Pre-qualification / Technical Bid covers will make bid liable for rejection.
- 8.2.6. The RfP is hosted on SIDBI website <http://www.sidbi.in> and also on Central Public Procurement Portal (CPPP). SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfP will be posted on Bank web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to RfP.
- 8.2.7. Each of the envelope(s) shall be addressed to the Bank at the address given below:

The General Manager  
Small Industries Development Bank of India  
MSME Development Center, 2<sup>nd</sup> Floor,  
Corporate Image Enhancement Cell (CIEC)  
Plot No.C-11, 'G' Block  
Bandra Kurla Complex, Bandra (East)  
**Mumbai 400 051**

**8.3. EARNEST MONEY DEPOSIT:**

8.3.1. All the responses must be accompanied by a refundable interest free security deposit of amount of ₹ 45,10,000/- (Rupees Forty Five Lakh Ten Thousand only).

8.3.2. EMD should be in the form of:

8.3.2.1. Demand Draft / Banker's Cheque in favour of "Small Industries Development Bank of India" payable at Mumbai should be of a Scheduled Commercial Bank only and will be accepted subject to the discretion of the Bank.

OR

8.3.2.2. Bank guarantee (BG) from a Scheduled Commercial Bank valid for a period of 6 months from the last date of submission of bid and strictly in the format as prescribed in Annexure - XI.

8.3.3. Format of EMD/ Bid Security is prescribed in Annexure- XII. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.

8.3.4. No interest will be paid on EMD.

8.3.5. Request for exemption from EMD will not be entertained. However, MSEs registered with National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises(MSMEs) are exempted from EMD.

8.3.6. The EMD amount / BG of all unsuccessful bidders would be refunded/returned immediately upon occurrence of any the following events, whichever is earlier:

8.3.6.1. Receipt of the signed contract and performance security from the successful bidder.

OR

8.3.6.2. Issue of Letter of Intent /Purchase Order to the successful bidder.

OR

8.3.6.3. The end of the bid validity period, including extended period (if any),

8.3.7. Successful Bidder will be refunded the EMD amount only after submission of performance guarantee by the bidder.

8.3.8. The bid security may be forfeited if:

8.3.8.1. Bidder withdraws its bids during the period of bid validity.

8.3.8.2. Bidder makes any statement or encloses any form which turns out to be false/ incorrect at any time prior to signing of the contract.

8.3.8.3. In case of successful Bidder, if the Bidder fails to sign the contract or fails to furnish performance guarantee.

8.3.8.4. Besides forfeiting the EMD, the Bank may ban the bidder from subsequent bidding for a maximum period of 3 years.

**8.4. REPRESENTATIVE:**

8.4.1. The agency will assign a person, who will provide the management interface facility and has the responsibility for managing the complete service delivery as per scope of work. He/She will be single point of contact on behalf of the agency.

**8.5. LIQUIDITY DAMAGES FOR DEFAULT IN SERVICES:**

8.5.1. In case of deficiency of services in arranging / conducting an event up to the satisfaction of SIDBI, liquidated damages subject to the maximum 10% of the cost of the retainer fee could be levied on the agency. The quantum of liquidated damages will be decided by a committee of officers of SIDBI and the service provider would be given an opportunity to make representation to the committee and clarify its position with regard to the deficiency and/or non-performance.

**8.6. PRICE :**

8.6.1. The fee of the bidder with the highest Relative Score (RS) decided through the process described earlier would remain valid for the entire contract period.

8.6.2. The accepted price shall otherwise remain firm during the entire tenure of assignment including authorized period of extension of time and shall not vary

on account of any increase/decrease of cost of material/labours or any other reasons whatsoever.

**8.7. USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 8.7.1. The Agency shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 8.7.2. The Agency will treat as confidential all the data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

**8.8. SUBCONTRACTS:**

The Agency as and when required may subcontract the work 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 solely responsible for the performance of sub contractors appointed by it.

**8.9. APPLICABLE LAWS:**

- 8.9.1. The Contract shall be interpreted in accordance with the laws prevalent in India.
- 8.9.2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless,

defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

#### **8.10. TERMINATION:**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- ❖ Failure of the successful bidder to accept the contract
- ❖ Delay in services
- ❖ Serious problems in quality of services

Bank reserves the right to terminate the contract by providing a 1 (ONE) month notice without assigning any reasons.

#### **8.11. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER**

8.11.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

8.11.2. The Bank will not be obliged to meet and have discussions with any bidder and/ or to entertain any representations in this regard.

8.11.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank reserves the right to re-tender.

#### **8.12. TAXES:**

The agency shall pay and be responsible for payment of all taxes, duties, levies, fees or charges in respect of the work as required for the assignment. Only service tax will be payable by SIDBI. Tax will be deducted from the payment of the Agency as per applicable law

While any increase in the rates of applicable taxes or impact of new taxes subsequent to the submission of commercial bid shall be borne by SIDBI, any subsequent decrease in the rates of applicable taxes or impact of new taxes shall be passed on to SIDBI in its favour. This will remain applicable throughout the contract period.

**8.13. STATUTORY AUTHORITY OBLIGATION, NOTICES, FEES AND 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 with regard to the assignment.

The Agency would comply with all applicable laws as they relate to its performance under this agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

**8.14. RIGHT IN INTELLECTUAL PROPERTY AND MATERIALS:**

All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of SIDBI and paid for by SIDBI shall vest with SIDBI. Provided, that SIDBI would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from SIDBI.

All concepts, communications, etc, created and conceived by the Agency on behalf of SIDBI, and involving name of SIDBI, shall not form part of any award or competition or promotion unless prior written consent of SIDBI has been obtained thereof.

**8.15. CONFIDENTIALITY:**

Information provided under this RfP and Subsequent service agreement (if the Agency is selected) is confidential and neither party shall 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 organization whatsoever, any

confidential information that the other party may acquire during the course of such association or otherwise concerning the other party's business, property, contracts, trade secrets, clients or affairs.

**8.16. INDEMNIFICATION:**

All applicants under the RfP absolutely, irrevocably and unconditionally here by indemnifies and undertakes to keep SIDBI and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, 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 SIDBI and or its Directors, officers, employees, agents, and representatives due to reasons of

(a) Breach, misconduct, omissions or

(b) Negligence on the part of 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.

**8.17. CONDITIONAL BIDS**

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

**8.18. CONTACTING THE BANK**

8.18.1. After opening of Bid to the time a communication in writing about its qualification or otherwise received from the Bank, bidder shall NOT contact the Bank on any matter relating to its Bid.

8.18.2. Any effort by the Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

## **8.19. IPR INFRINGEMENT**

8.19.1. As part of this project bidder/service provider will use software/tool to deliver services. If the deliverables and use of any such software/tool used for such delivery, infringe the intellectual property rights of any third person, bidder/service provider shall be primarily liable to indemnify SIDBI to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Bidder/Service provider under this project.

## **8.20. INDEMNITY**

8.20.1. The Bidder/ successful bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, 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:

8.20.1.1. Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfP document; and/or any subsequent agreement; and/or

8.20.1.2. An act or omission of the Bidder, employees, agents, sub contractors in the performance of the obligations of the Bidder under this RfP document or any subsequent agreement; and/or

8.20.1.3. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or



- 8.20.1.4. Breach of any of the term of this RfP document and/or of the agreement to be entered subsequent to this RfP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfP document and/or of the agreement to be entered subsequent this RfP; and/or
  - 8.20.1.5. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
  - 8.20.1.6. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
  - 8.20.1.7. Breach of confidentiality obligations of the Bidder contained in this RfP document; and/or
  - 8.20.1.8. The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 8.20.2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under this RfP document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
- 8.20.2.1. Notifies the Bidder in writing; and
  - 8.20.2.2. Cooperates with the Bidder in the defence and settlement of the claims.
- 8.20.3. The Bidder shall not be liable for defects or non-conformance resulting from:
- 8.20.3.1. Software, hardware, interfacing not approved by Bidder; or
  - 8.20.3.2. Unauthorized modification of Software or any individual product supplied under this RfP document, or Bank's failure to comply with any mutually agreed environmental specifications.
  - 8.20.3.3. Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,

- 7.31.3.1 Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.
- 8.20.4. All Bidders under the RfP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep SIDBI and / or its Directors, officers, employees, agents and representatives, for all times from and against all charges, cost, losses, claims, demands and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, 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 SIDBI and or its Directors, officers, employees, agents, and representatives due to reasons of
- a) Breach, misconduct, omissions or
  - b) Negligence on the part of 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.

#### **8.21. PERFORMANCE BANK GUARANTEE (PBG)**

- 8.21.1. The successful Bidder shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Bank equivalent to 10% of the total contract value for one year. The year having highest contract value will be used for calculation of value of PBG. The performance guarantee will be valid till at least three months beyond the expiry of the contract period. The performance security is to be submitted within ONE month from the date of award of contract as per the format provided by Bank.
- 8.21.2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee

- without notice or right of demur to the Bidder. The guarantee should be from a scheduled commercial bank only.
- 8.21.3. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan. If the performance bank guarantee is not submitted within the time stipulated by SIDBI, the Bank reserves the right to cancel the order and forfeit the EMD.
- 8.21.4. The Performance Bank Guarantee would be returned to the successful Bidder after the expiry or termination of the contract plus 90 days on satisfaction of the Bank that there are no dues recoverable from the successful Bidder.
- 8.21.5. Notwithstanding anything to the contrary contained in the contract, SIDBI shall be at liberty to invoke the Performance Bank Guarantee in addition to other remedies available to it under the contract / order or otherwise if the Successful Bidder fails to fulfill any of the terms of contract / order or commits breach of any terms and conditions of the contract.
- 8.21.6. On faithful execution of contract in all respects, the Performance Guarantee of the Bidder shall be released by SIDBI.
- 8.21.7. If aggregated shortfall in achieving Service Level requirement exceeds 10% successively in two quarters or any three quarters in a financial year, SIDBI will inter-alia, be at liberty to invoke the performance guarantee within the ambit of Section 8.21.1 hereinabove in addition to other remedies available to it under the contract or otherwise.
- 8.21.8. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of SIDBI should entitle the Bidder to a reasonable extension of time, such extension may be considered by SIDBI at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations.

SIDBI shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.

## **8.22. FORFEITURE OF PERFORMANCE SECURITY**

8.22.1. The Bank shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the bidder's failure to complete its obligations under the contract. This is without prejudice to the Bank's right to proceed against the Bidder in the event of the security being not enough to fully cover the loss/damage.

8.22.2. In the event of non-performance of obligation or failure to meet terms of this RfP/Contract, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.

## **8.23. LIMITATION OF LIABILITIES**

8.23.1. Save and except the liability under Section of 'IPR Infringement' in Clause 8.19 and indemnity provision in Clause herein above, in no event shall either party be liable with respect to its obligations under or arising out of this agreement for consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of bidder / service provider, arising at any time shall not exceed the total contract value.

8.23.2. Conflict of Interests: The Bidder shall hold SIDBI's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of the contract entered into pursuant to this RfP, a conflict of interest arises for

any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.

#### **8.24. CONFIDENTIALITY**

- 8.24.1. The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers or suppliers without the prior written consent of Bank.
- 8.24.2. This tender document contains information proprietary to the Bank. Each recipient is entrusted to maintain its confidentiality. It should be disclosed only to those employees involved in preparing the requested responses. The information contained in the tender document may not be reproduced in whole or in part without the express permission of the Bank. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the contract and disqualification of the said Bidder.
- 8.24.3. "Confidential Information" means any and all information that is or has been received by the Bidder ("Receiving Party") from the Bank ("Disclosing Party") and that:
- 8.24.3.1. relates to the Disclosing Party; and
  - 8.24.3.2. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

- 8.24.3.3. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- 8.24.3.4. without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the Bidder.
- 8.24.3.5. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
- 8.24.4. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- 8.24.5. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- 8.24.6. In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
- 8.24.6.1. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure;
- 8.24.6.2. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- 8.24.6.3. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub contractors

and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document; and

Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

- The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:
  - (i) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control;
  - (ii) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
  - (iii) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any HW or other device in its possession or under its custody and control; and
  - (iv) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
- The restrictions in the preceding clause shall not apply to:

- (i) Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.
  - (ii) Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
  - (iii) The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

## **8.25. CORRUPT AND FRAUDULENT PRACTICE**

8.25.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the execution of this RfP and subsequent contract(s). In this context, the bidders are requested to note the following:



8.25.1.1. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.

8.25.1.2. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the Bank of the benefits of free and open competition.

8.25.1.3. The Bank reserves the right to declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **8.26. GRIEVANCES REDRESSAL MECHANISM**

8.26.1. Bank has a grievances redressal mechanism for its customers and designated grievances redressal officers. The bank would use the same mechanism to address the grievances, if any, of the customers related to the services being rendered within the ambit of this RfP.

## **8.27. MISCELLANEOUS**

8.27.1. Bidder is expected to peruse all instructions, forms, terms and specifications in this RfP and its Annexures.

8.27.2. SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.

8.27.3. The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. SIDBI may treat proposals not

adhering to these guidelines as unacceptable and thereby the proposal may be liable to be rejected.

- 8.27.4. Bidder shall promptly notify SIDBI of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
- 8.27.5. Bidder shall indemnify, protect and save SIDBI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Bidder, its employees, its agents, in the performance of the services provided by contract, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Bidder as part of the delivery to fulfill the scope of this project.
- 8.27.6. Any publicity by Bidder in which the name of SIDBI is to be used should be done only with the explicit written permission of SIDBI.
- 8.27.7. Bidder is obliged to give sufficient support to SIDBI's staff, work closely with SIDBI's staff, act within its own authority, and abide by directives issued by SIDBI that are consistent with the terms of the order. Bidder is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanours.

## **8.28. NOTICES .**

- 8.28.1. Any notice, request or consent required or permitted to be given or made pursuant to the contract that may be entered into pursuant to this RfP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the RfP. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the RfP.

8.28.2. SIDBI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RfP.

Personnel engaged by the bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the bidder and they shall have no claim to be appointed in the services of the bank. Bidder shall take suitable measures for them in this regard.

**8.29. OTHER TERMS & CONDITIONS :**

- 8.29.1. The Agencies *selected* will have to execute a contract with the Bank in the format approved by the Bank, which will be delivered to them after their selection.
- 8.29.2. In case any Agency closes any of its offices, it should immediately inform the Bank about the fact in writing.
- 8.29.3. On renewal of INS Accreditation Certificate, Doordarshan & AIR accreditation/ registration certificate, copy of the same be submitted to the Bank.
- 8.29.4. The Agencies shall seek the prior written approval of the Bank before carrying out any market research, advertising research, public relations, consultancy services, supervisory services, printing etc. in respect of any assignment for the Bank.
- 8.29.5. The Bank shall make every effort to issue instructions and approval in writing to the agencies. However, if the same is conveyed orally, the agencies shall get it confirmed immediately from the Bank at the earliest in writing to avoid disputes.
- 8.29.6. The Agencies shall abide by all relevant rules and regulations of the government as issued from time to time. The agencies shall be responsible for adhering to norms of the Advertising Standards Council (ASCI), Indian Newspapers Society (INS) and other applicable regulations and must ensure that each advertisement released by them on behalf of the Bank is

honest, truthful and conforms to the aforesaid requirement. They shall also maintain the highest standards of advertising principles.

- 8.29.7. The Agencies should be sincere and prompt in responding to the call of the Bank.
- 8.29.8. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agencies should be able to execute order at short notices and even on holidays.
- 8.29.9. The Bank's dealing with the Agencies shall be on a principal- to- principal basis and the Bank shall have no liability to pay any media or suppliers for anything done by the agencies. Where the Bank has to sign joint contracts with third party media or suppliers, the Agencies shall have to satisfy the Bank about proof of payment to the media or suppliers in scheduled time before release of payment by the Bank.
- 8.29.10. The rates approved by the Bank shall be treated as final. In case of any revision thereof due to any reason, the Agencies shall intimate the same to the Bank immediately and seek fresh approval of the Bank.
- 8.29.11. The Agencies shall return all artworks, blocks, films, CDs, photographs etc. given to them by the Bank for use of the publishers, printers, channels, radio stations, digital team from time to time.
- 8.29.12. Arrangement / Procurement of image / human faces / characters / insignia etc. for use in Advertisement(s) shall be at the cost and responsibility of the Agencies and the Bank shall not pay anything on this account. No dispute can be raised against the bank in such matters by the agencies or any third party. The Agencies shall be solely responsible for compensation etc., if any, ordered to be paid by any court or Forum in any such matters. It may be noted that the images used by the Agencies in the designs should be on EXCLUSIVE RIGHTS BASIS. The Agencies shall indemnify the Bank in this regard and in respect of any third party claims.

**ANNEXURE-I**

**Eligibility Bid - Covering Letter**  
(To be submitted on Prime Bidder's letter head)

To:  
The General Manager (CIEC)  
Small Industries Development Bank of India (SIDBI)  
6<sup>th</sup> floor, MSME Development Center  
C-11, 'G' Block  
Bandra Kurla Complex  
Bandra (East)  
**Mumbai - 400 051**

Dear Sir,

**Appointment of Advertisement agency**  
RfP No : 400/2017/12070/BYO/others dated October 15, 2016

We, the undersigned bidders, having read and examined the aforesaid RfP document in detail, do hereby propose to extend the services as specified in the above mentioned Tender document and submit the following as per requirement:

1. Bid Price: We have enclosed a Demand Draft/ banker's cheque of the sum of ` **1,000/- (One Thousand only)** towards non-refundable bid price.
2. Earnest Money Deposit (EMD): We have enclosed a Demand Draft / banker's cheque/ Bank Guarantee (BG) of the sum of ` **45,10,000/- (Rupee Forty Five Lakh Ten Thousand only)** towards EMD. This EMD is liable to be forfeited in accordance with the provisions mentioned in the RfP.
3. Minimum Eligibility bid, Technical bid and Commercial bid inside separate envelopes, in prescribed formats.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We also undertake to have read, understood and accepted the terms and conditions specially those related to evaluation and selection processes mentioned in the RfP except the points mentioned in **Annexure-VII (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfP, we also understand not to have any option to raise any objection against any of the said processes defined in the RfP in any future date. We

understand that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date :  
Place :

Signature of Authorised Signatory :  
Name of the Authorised Signatory :  
Designation :  
Name of the Organisation :  
Seal ...

**ANNEXURE - II**

**(Application for appointment of Advertisement agency)  
PARTICULARS FOR APPOINTMENT of ADVERTISEMENT AGENCY  
- TECHNICAL BID  
( to be submitted on Agency letter head)**

Date:

The Chief General Manager,  
(Corporate Image Enhancement Cell)  
Small Industries Development Bank of India (SIDBI),  
SME Development Centre, Plot No. C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai - 400051

We hereby offer to submit our request for Appointment of Advertisement Agency of SIDBI for one year as per proposal reference Tender No: **400/2017/1207/BYO/Others** (Tender-Advt. Agency) Dated: October 15, 2016. We have read, and understood the content of RfP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

**Our Advertisement Agency brief Profile is as under:**

| <b>Sr. No.</b> | <b>Brief Contents</b>  |   |
|----------------|--|---|
| 1              | Name of the Agency   |   |
| 2              | Address and Telephone Numbers  |   |
|                | Registered/Head office   |   |
|                | Address of the office at Mumbai  |   |
|                | Address of the other offices in the country  | Please enclose separate sheet along with annexure |
|                | Legal status of Agency   | (Proprietor / partnership / Pvt. / Pub. Ltd)      |
| 3              | Name of the Proprietor/<br>Partners/<br>Directors/   |   |
| 4              | Name of the Managing Director, Directors, Top Management/ Key personnel, contact Person/s<br>Contact Tele/Mob. No.<br>Email ID etc                                     | May enclose Separate sheet along with annexure    |
|                | The contact details of official proposed for handling for SIDBI i.e. Key personnel contact<br>Person/s<br>Contact Tele. No.<br>Mobile No.<br>Email ID etc              | May enclose Separate sheet along with annexure    |
| 5              | Date of establishment /incorporation   |   |
| 6              | Empanelment Details<br>Name of Public / Private Sectors Banks / PSUs and others, if any, along with the Date / Month / Year) Please enclose separate Sheet if required |   |
|                | With Public Sector Banks   |   |
|                | With Private Sector Banks  |   |

Request for Proposal: 400/2017/1207/BYO/Others  
dated October 15, 2016  
Appointment of Advertisement agency

|    |  |  |
|----|--|--|
|    | With Public Sector units   |  |
|    | Others if any  |  |
|    | Have you served for SIDBI recently or in past please attach suitable proof.  |  |
|    | Detail of award if any received  |  |
| 7  | Whether Agency is a Micro Small Medium Enterprise (MSME).  | YES / NO   |
| 8  | Infrastructure   |  |
|    | Name & Designation of Team of Advt. official   |  |
|    | Name of other support staff Team of Advt. official   |  |
|    | Are you a full or limited service agency?  |  |
|    | Number of official working (separately for different offices)  |  |
|    | Research / Analysis tool   |  |
|    | Power back up  |  |
|    | Computer hardware and software facilities  |  |
|    | Working days and hours.  |  |
|    | Whether you can provide 24/7 service to SIDBI  |  |
| 9  | Other details( Attach copy of returns)   |  |
|    | Income Tax No  |  |
|    | Sales Tax No.  |  |
|    | Vat/ Work Contract tax No.   |  |
|    | Service Tax No   |  |
|    | Nature of Main Activity  |  |
| 10 | Membership with any organizations  |  |
| 11 | Please give details  |  |
| 12 | Turn over Details for last 3 FY  | Copies of audited financial statements to be enclosed ( ` in Lakh) |
|    | Year   | Gross Turnover   |
|    |  |  |
|    |  |  |
|    |  |  |
| 13 | Principal Banker & Their Name  |  |
| 14 | PO/DD No :   | Drawn on: dated:   |
|    | Amount : 45,10,000/- enclosed as EMD   |  |
| 15 | PO/DD No :   | Drawn on: dated:   |
|    | Amount : 1,000/- enclosed as cost of RfP   |  |
| 16 | The Agency should submit proven established credentials for product and services in a summary sheet along with this application.   |  |
| 17 | Declaration: Self declarations on the firm / Company's Letter head that there are no outstanding income tax / sales tax dues/other statutory dues.   |  |
| 18 | Date of commencement of advertisement services (attach proof thereof)  |  |
| 19 | Submit details of events conducted by the nominated event manager to showcase his experience. Submit name/address of the customer, event details, duration, date, number of attendees, etc.) |  |
| 20 | Details of awards and accreditation received (attach proof)  |  |



As per the Terms & Conditions we have enclosed an account Payee Demand Draft/Pay as mentioned above in favour of "**SIDBI**" payable at Mumbai.

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

I/We certify that if appointed, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit, (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf  
Designation/Seal of Agency

### ANNEXURE - III

#### MINIMUM ELIGIBILITY CRITERIA:

| Sr. No | Financial and other Requirement to be met by the Bidder   | Document required for verification (Any Proof)  |
|--------|---|---|
| 1      | The Agency should have minimum 10 years work experience in Advertisement activities.  | Relevant Letter from the customers on its letter head and Incorporation Certificate   |
| 2      | The Agency's net revenue for last 3 consecutive financial years i.e. FY2013-14, 2014-15 and 2015-16 shall be minimum ` <b>25.00 Crores</b> for each year as per Audited Balance Sheets.   | Audited Balance Sheets or Relevant certificate from Auditors.   |
| 3      | The net worth of the agency should be positive during each of the previous three financial years.   | Relevant certificate from Auditors.   |
| 4      | The Agency should have minimum staff strength of 25 with full back office support of technical staff viz. creative director, visualizers, designers, copywriters, media planners etc.   | List of staff with their PF numbers or such verifiable particulars.   |
| 5      | The Agency should have full-fledged Office in Mumbai & Delhi and currently on panel of at least 05 Public Sector undertakings / Companies in Banking, Financial Services and Insurance (BFSI) sector.   | Address and contact details of such office and letter from PSU / BFSI   |
| 6      | The Agency should have full accreditation with Indian Newspaper Society (INS) and accreditation or registration with Doordarshan (DD) and All India Radio (AIR) as on date of RFP. The agency having membership of Advertising Standards Council of India (ASCI) or Advertising Agencies Association of India (AAAI) shall be preferable. | Relevant accreditation certificate to be submitted  |
| 7      | The Agency shall have an independent creative and media planning team in Mumbai, Delhi and facilities to plan & execute campaigns in all types of media viz. Newspapers, Magazines, TV, Radio, Digital/Social, Outdoor, UFO, any other emerging media etc.  | Self-certification by the Bidder  |
| 8      | The Agency should have the resources to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all major Indian Languages.  | Self-certification by the Bidder  |
| 9.     | The agency should have experience of handling advertisement / brand promotion in rural masses/ areas.   | Self-certification by the Bidder  |
| 10     | The Agency should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks and not involved in any major litigation that may affect or compromise the delivery of service required. The agency should not   | Self-certification on letterhead to be provided as per Annexure-IV. However the Bank has the rights to independently verify the |

|  |  |       |
|--|--|-------|
|  | have been penalized or found guilty in court of law. | same. |
|--|--|-------|

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

| <b>Sr No</b> | <b>Document Required</b>   |
|--------------|--|
| 2 (a)        | Ownership and nature of entity (public, partnership, subsidiary, etc.).                |
| 2 (b)        | Income Tax returns for past three years.   |
| 2(c)         | Board resolution authorizing the authorized signatory to sign on behalf of the agency. |
| 2(d)         | Proof of address of registered office & Branch Offices.                                |
| 2(e)         | Service Tax Registration Certificate   |

## Annexure – IV

Date:

### The General Manager (CIEC)

Small Industries Development Bank of India,  
6<sup>th</sup> Floor, SME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai - 400 051

Dear Sir,

### Declaration Regarding Clean Track Record

**RfP No : 400/2017/1207/BYO/others dated October 15, 2016**

I /we have carefully gone through the Terms & Conditions contained in the RFP No. **400/2017/1207/BYO/Others dated October 15, 2016** regarding appointment of Advertisement agency for a period of Two years. We further declare that we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by us in the Annexure – III is true and correct and also able to perform this contract as per RfP document.

I/We hereby declare that I/we has/have not been debarred/ black listed by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India during last 05 years from the date of RfP. I/we further certify that I am /we are competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that I am / we are eligible and competent as per the eligibility criteria given by the bank and the information submitted by the company in **Annexure –III** is true and correct and also able to perform this contract as per RFP document.

Thanking you,

**Yours sincerely,**

---

|       |                                       |
|-------|---------------------------------------|
| Date  | Signature of Authorised Signatory ... |
| Place | Name of the Authorised Signatory ...  |
|       | Designation ...                       |
|       | Name of the Organisation ...          |
|       | Seal ...                              |

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## Annexure - V

### Letter of Competence

*(To be executed on a non judicial stamp paper)*

#### Appointment of Advertisement agency

**RfP No : 400/2017/1207/BYO/others dated October 15, 2016**

This is to certify that we *[Insert name of Bidder]*, address ..... are fully competent to undertake and successfully deliver the consultancy services / EM services as per scope mentioned in the above RfP. This bid is being submitted after fully understanding the objectives of the project and requirements of providing services as mentioned in the captioned RfP.

We certify that the quality and number of resources to be deployed by us for Consultancy / EM will be adequate to deliver the services professionally and competently within the prescribed time frame.

We also certify that all the information given by us in response to this RfP is true and correct.

. Thanking you,

Yours sincerely,

---

|       |                                       |
|-------|---------------------------------------|
| Date  | Signature of Authorised Signatory ... |
| Place | Name of the Authorised Signatory ...  |
|       | Designation ...                       |
|       | Name of the Organisation ...          |
|       | Seal ...                              |

---

## Annexure - VI

### Letter of Conformity

*(To be submitted on Prime Bidder's company letter head)*

#### **The General Manager (CIEC)**

Small Industries Development Bank of India,  
6th Floor, SME Development Centre,  
Plot No. C-11, G Block  
Bandra Kurla Complex (BKC), Bandra (E)  
Mumbai - 400 051

Dear Sir,

### Appointment of Advertisement agency

**RfP No : 400/2017/1207/BYO/others dated October 15, 2016**

We, the undersigned bidders, having read and examined the aforesaid RfP document, issued by SIDBI (hereinafter referred as 'Bank') do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the bank, provided however that only the list of deviations furnished by us in **Annexure-VII** of the main RfP document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document.

The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you,

Yours sincerely,

---

|       |                                       |
|-------|---------------------------------------|
| Date  | Signature of Authorised Signatory ... |
| Place | Name of the Authorised Signatory ...  |
|       | Designation ...                       |
|       | Name of the Organisation ...          |
|       | Seal ...                              |

---

## Annexure - VII

*(To be submitted on Bidder's company letter head)*

### **Statement of Deviations** **Appointment of Advertisement agency**

RfP No : 400/2017/1207/BYO/others dated October 15, 2016

Bidders are required to provide details of all deviations, comments and observations or suggestions in the following format with seal and signature. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

SIDBI may at its sole discretion accept or reject all or any of the deviations, however it may be noted that the acceptance or rejection of any deviation by SIDBI will not entitle the bidder to submit a revised commercial bid.

Further, any deviation mentioned elsewhere in the response other than in this format shall not be considered as deviation by SIDBI.

| <b>List of Deviations</b> |   |                        |                           |                                       |
|---------------------------|---|------------------------|---------------------------|---------------------------------------|
| <b>S. N.</b>              | <b>Clarification point as stated in the tender document</b> | <b>Page No. In RfP</b> | <b>Section No. in RfP</b> | <b>Comment/ Suggestion/ Deviation</b> |
| 1.                        |   |                        |                           |                                       |
| 2.                        |   |                        |                           |                                       |
| 3                         |   |                        |                           |                                       |

*<additional rows may be added, if required>*

Signature of Authorised Signatory:

Date  
Place

Name of the Authorised Signatory:  
Designation:  
Name of the Organisation:  
Seal:

---

---

Seal ...

**Annexure VIII**

(Application for Appointment of Advertisement Agency)  
**PARTICULARS FOR APPOINTMENT OF ADVERTISEMENT AGENCY**  
**- FINANCIAL BID**  
**(to be submitted on their letter head)**

Date:  
The Chief General Manager,  
(Corporate Image Enhancement Cell)  
Small Industries Development Bank of India (SIDBI),  
SME Development Centre, Plot No. C-11, 'G' Block,  
Bandra Kurla Complex, Bandra (East),  
Mumbai - 400051

We hereby offer to submit our request for Appointment as Advertisement Agency of SIDBI for one year as per proposal reference Tender No: **400/2017/1207/BYO/Others** (Tender-Advt. Agency) Dated: October 15, 2016. We have read, and understood the content of RfP. We unconditionally accept & abide by the terms & conditions specified therein.

1) Print Advertisement material -Nos.5 (to be created in Hindi, English and 12 regional Languages)

| Sr. No. | Particulars                                 | Qty | Cost Per ad creation | Translation cost for 12 languages | Image / picture cost | Total prod. cost |
|---------|---|-----|----------------------|-----------------------------------|----------------------|------------------|
| 1       | Horizontal Ad for newspaper half page size  | 2   |                      |                                   |                      |                  |
| 2       | Vertical Ad for newspaper Quarter page size | 3   |                      |                                   |                      |                  |

2) Art work for Outdoor Hoarding - Nos.5 (to be created in different regional Language)

| Sr. No. | Particulars               | Qty. | Cost Per ad creation | Translation cost for 12 languages | Image / picture cost | Total Cost |
|---------|---------------------------|------|----------------------|-----------------------------------|----------------------|------------|
| 1       | Hoardings                 | 2    |                      |                                   |                      |            |
| 2       | Auto Rickshaw back panels | 1    |                      |                                   |                      |            |
| 3       | Bus Side Panel            | 1    |                      |                                   |                      |            |
| 4       | Bus Shelters              | 1    |                      |                                   |                      |            |

3) Radio Jingles - 12 languages (except English and Urdu)

| Sr. No.        | Particulars                             | Qty. | Cost Per ad creation | Translation cost for 11 languages | Total cost |
|----------------|---|------|----------------------|-----------------------------------|------------|
| 13041602409662 | with edit versions of 30 sec and 25 sec | 2    |                      |                                   |            |



4) TV - 12 languages (except English and Urdu)

| Sr. No. | Particulars  | Qty | Cost Per ad creation | Translation cost for 11 languages | Total cost |
|---------|--|-----|----------------------|-----------------------------------|------------|
| 1       | 60 sec with edit versions in 30 sec, 20sec, 10 sec | 2   |                      |                                   |            |

5) Digital & Cinema - 13 languages

| Sr. No. | Particulars                         | Qty | Cost Per ad creation | Translation cost for 12 languages | Total cost |
|---------|-------------------------------------|-----|----------------------|-----------------------------------|------------|
| 1       | 60 sec with edit versions in 30 sec | 2   |                      |                                   |            |

| Sr. No. | Particulars                                     | Details/Charges |          |
|---------|---|-----------------|----------|
|         |   | In figures      | In words |
| 1       | Creative commission as % on gross media billing |                 |          |
| 2       | Media commission as % on gross media billing    |                 |          |
|         | a. Print Media                                  |                 |          |
|         | b. Electronic (TV)                              |                 |          |
|         | c. Radio  |                 |          |
|         | d. OOH  |                 |          |
|         | e. Digital                                      |                 |          |
|         | f. Cinema                                       |                 |          |
|         | g. Other Below The Line                         |                 |          |

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

I/We certify that if appointed for empanelment, I/We shall appoint separate teams for any competing clients who are in same business as SIDBI to avoid clash of interest and maintenance of confidentiality.

In case at any stage, it is found that the information given by me/us is false/incorrect, SIDBI shall have the absolute right to take any action as deemed fit (including termination of contract and or black list and debar), without any prior intimation to me/us.

Date:

Signature of authorized person for and on behalf  
Designation/Seal of Agency

## Annexure - IX

### Non-Disclosure Agreement

*(Sample Format – To be executed on a non-judicial stamped paper of requisite value)*

WHEREAS, we, \* \_\_\_\_\_, having Registered Office at \_\_\_\_\_, (hereinafter referred to as the COMPANY, which expression shall include its successor and permitted assignees), are agreeable to execute “**Appointment of Advertisement Agency**” as per scope defined in the Request for Proposal (RfP) No : **400/2017/1207/BYO/Others dated October 15, 2016** for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

\* description depends upon legal status of the party

WHEREAS, the COMPANY understands that the information regarding the Bank’s Infrastructure 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 for the said RfP 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, data 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, etc.;

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 authorisation to do so;

The COMPANY agrees that information and other data shared by the BANK or, prepared or produced by the COMPANY for the purpose of submitting the offer to the BANK in response to the said RfP, 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.

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to effect the intent of the parties.

Yours sincerely,

---

|       |                                       |
|-------|---------------------------------------|
| Date  | Signature of Authorised Signatory ... |
| Place | Name of the Authorised Signatory ...  |
|       | Designation ...                       |
|       | Name of the Organisation ...          |
|       | Seal ...                              |

---

## Annexure - X

### BANK MANDATE FORM (To be submitted in Duplicate)

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of Borrower / vendor / supplier : \_\_\_\_\_  
 \_\_\_\_\_

Vendor Code (if applicable) \_\_\_\_\_

2. Address of the Borrower / vendor / supplier : \_\_\_\_\_  
 \_\_\_\_\_

City \_\_\_\_\_ Pin Code \_\_\_\_\_

E-mail id: \_\_\_\_\_

Phone No. with STD code: \_\_\_\_\_

Mobile No.: \_\_\_\_\_

Permanent Account Number \_\_\_\_\_

MSE Registration / CA Certificate \_\_\_\_\_  
 (if applicable)

#### 3. Particulars of Bank account:

|   |                                   |                   |             |
|---|-----------------------------------|-------------------|-------------|
| Beneficiary Name  |                                   |                   |             |
| Bank Name   |                                   | Branch Name       |             |
| Branch Place  |                                   | Branch City       |             |
| PIN Code  |                                   | Branch Code       |             |
| MICR No.  |                                   |                   |             |
| Account type  | Saving                            | Current           | Cash Credit |
| Account No.   | (as appearing in the Cheque book) |                   |             |
| <b>(Code number appearing on the MICR<sup>1</sup> cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name &amp; code and Account Number)</b> |                                   |                   |             |
| IFSC CODE <sup>2</sup>  | For RTGS transfer                 | For NEFT transfer |             |

4. Date from which the mandate should be effective :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold **SIDBI / IDBI Bank responsible**. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through **RBI RTGS/NEFT**.

Place : \_\_\_\_\_

Date : \_\_\_\_\_ Signature of the party / Authorized Signatory

.....  
 Certified that particulars furnished above are correct as per our records.

Bank's stamp :  
 Date :

(Signature of the Authorized Official from the Banks)

#### **N.B.: RTGS/NEFT charges if any, is to be borne by the party**

#### **<sup>1,2</sup>: Note on IFSC / MICR**

Indian Financial System Code (IFSC) is an alpha numeric code designed to uniquely identify the bank-branches in India. This is 11 digit code with first 4 characters representing the bank's code, the next character reserved as control character (presently 0 appears in the fifth position) and remaining 6 characters to identify the branch. The MICR code, (Magnetic Ink Character Recognition) that appears on cheques, has 9 digits to identify the bank-branch. RBI had since advised all the banks to print IFSC on cheque leaves issued to their customers. A customer may also contact his bank-branch and get the IFS Code of that branch.

## Annexure XI

### Performance Bank Guarantee

*(To be executed on a non judicial stamp paper of requisite value by the Shortlisted Bidder)*

KNOW ALL MEN BY THESE PRESENTS that in consideration of the Small Industries Development Bank of India (SIDBI), a Corporation constituted and established under the Small Industries Development Bank of India Act, 1989, and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at MSME Development Centre, Plot No. C-11, G Block, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter called SIDBI) having agreed to award a contract to M/s. ' \_\_\_\_\_ having its office at ' \_\_\_\_\_, (hereinafter called "the Service Provider") for "**Advertisement Agency**" on the terms and conditions contained in the Purchase order No..... dated \_\_\_\_\_ placed with the Service Provider and SIDBI (hereinafter called "the said Order") which terms, inter-alia, stipulates for submission of Bank guarantee **equivalent to EMD amount** of the contract value i.e. ` . \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Service Provider of the terms and conditions of the said Order.

At the request of the Service Provider, (Bank name & address) \_\_\_\_\_, having its principal/ registered office at \_\_\_\_\_ and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of **Small Industries Development Bank of India (SIDBI)**

1. We, do hereby unconditionally and irrevocably undertake to pay to SIDBI, without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from SIDBI, an amount not exceeding \_\_\_\_\_ by reason of any breach by the Service Provider of the terms and conditions contained in the said Agreement, the opinion of SIDBI regarding breach shall be final, conclusive and binding.
2. We do hereby guarantee and undertake to pay forthwith on written demand to SIDBI such sum not exceeding the said sum of ` . \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as may be specified in such written demand, in the event of the Service Provider failing or neglecting to perform the said Order for "**Advertisement Agency**" to SIDBI in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Order during its tenure.
3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Service Provider under or by virtue of the said Order have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.

4. We undertake to pay to SIDBI all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court, tribunal or authority relating thereto or otherwise and our liability under these being absolute and unequivocal.
5. We further agree with you that SIDBI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Order (ii) to extend time for performance by the said Service Provider from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by SIDBI against said Service Provider and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Service Provider for any forbearance act or omission on the part of SIDBI or any indulgence by the SIDBI to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_
6. The liability under this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.
7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Service Provider or any change in the constitution of the Service Provider or of the Bank.
8. The executants has the power to issue this guarantee on behalf of the Bank and they hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.
9. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
10. This guarantee shall remain in force until (date) \_\_\_\_\_. Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.
11. We, (bank name, place) \_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of SIDBI in writing.

12. Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` \_\_\_\_\_ (Rupees \_\_\_\_\_).
13. Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall be absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of (place \_\_\_\_\_) shall have exclusive jurisdiction.
14. Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ` \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_ (date)”
15. All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai

In witness where of we ..... have set and subscribed our hand and seal this ..... day of .....2016.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS :

1) Name.....  
Signature.....  
Designation.....

2) Name.....  
Signature.....  
Designation.....

## Annexure XII

### Bid Security Form

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

To: **SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA**

WHEREAS ..... (Name of Vendor) (hereinafter called the 'the Vendor') has undertaken, in pursuance of Request for Proposal (RFP) No. 400/2017/ /BYO/OTHER Dated October 15, 2016 for "**Appointment of Advertisement Agency**" (Herein after called the 'the RFP') to you.

AND WHEREAS, it has been stipulated by you in the said RFP that the Vendor shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Vendor's performance obligations in accordance with the RFP.

AND WHEREAS we -----Bank having its registered / head office at ---- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` - ----- (Rupees ----- only) on behalf of the Vendor.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to SIDBI without any demur or protest, merely on demand from SIDBI, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated --- by vendor. We hereby agree that the decision of the SIDBI regarding breach of the terms of the RFP shall be final, conclusive and binding

WE do hereby guarantee and undertake to pay forthwith on demand to SIDBI a sum not exceeding ` ...../- (Rupees ..... only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Vendor to be in default under the RFP and without cavil or argument, any sum or sums within the limit of ` ...../- (Rupees ..... only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the vendor;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the vendor;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the VENDOR or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations UNDER RFP or any failure to make demand upon or take action against the VENDOR;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the VENDOR has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

The written demand referred to in paragraph above shall be deemed to be sufficiently served on us if you deliver to us at the address as set out in paragraph 3.

This guarantee is valid until the ..... day of ..... And a claim in writing is required to be presented to us within three months from ..... i.e. on or before ----all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Vendor's Bank)

.....

Date.....

Address .....

.....

.....



**Annexure XIII**

**Conformity of Hardcopies**

**(To be submitted on Bidders Company letter head)**

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

To

The General Manager [Systems]  
Small Industries Development Bank of India  
MSME Development Center, 3<sup>rd</sup> Floor  
Information Technology Vertical  
Plot No.C-11, G Block  
Bandra Kurla Complex  
Bandra [East]  
**Mumbai 400 051**

Dear Sir,

**Conformity of Hardcopies**

**Tender No.400/2017/1207/BYO/Others dated October 15, 2016**

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RfP document, issued by SIDBI and hereinafter referred as 'bank' do hereby covenant, warrant and confirm as follows.

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Authorized Signatories

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal:

**Annexure-XIV**

**Power of Attorney**

**RfP No. 400/2017/1207/BYO/Others dated October 15, 2016**

*(Sample Format – To be executed on a non-judicial stamped paper of Rs.100/-)*

BY THIS POWER OF ATTORNEY executed on \_\_\_\_\_, 2016, We \_\_\_\_\_, a Company incorporated under the Companies Act, 1956, having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “the Company”) doth hereby nominate, constitute and appoint **<Name>, <Employee no.>, < Designation>** of the Company, as its duly constituted Attorney, in the name and on behalf of the Company to do and execute any or all of the following acts, deeds, matters and things, namely :-

- Execute and submit on behalf of the Company a Proposal and other papers / documents with ‘Small Industries Development Bank of India’ (“SIDBI”) relating to ‘Request for proposal **No.400/2017/1207/BYO/Others dated October 15, 2016** for “Resource Deployment for Development, Maintenance and Support of Web Applications and Services” and to attend meetings and hold discussions on behalf of the Company with SIDBI in this regard.

THE COMPANY DOTH hereby agree to ratify and confirm all whatsoever the attorney shall lawfully do or cause to be done under or by virtue of these presents including anything done after revocation hereof but prior to actual or express notice thereof being received by the person or persons for the time being dealing with the attorney hereunder.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused these presents to be executed by \_\_\_\_\_ on the day, month and year mentioned hereinabove.

For and on behalf of the Board of Directors of

WITNESS:

Signature of \_\_\_\_\_

\_\_\_\_\_  
Attested

## Annexure-XV

### Pre Contract integrity Pact

*(To be submitted on Letter Head of the Company)*

#### 1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at \_\_\_\_\_ place\_\_\_ on ---- day of the month of ----, 2016 between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Corporate Office at MSME Development Centre, C-11, G-Block, Bandra-Kurla Complex, Bandra(E), Mumbai 400051 (hereinafter called the “BUYER”/”SIDBI”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s --- represented by Shri ----, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to appoint consultant for carrying out ISO 27001 certification of datacenter and DR site of the Bank and the BIDDER/Seller is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a corporation set up under an Act of Parliament.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption in any form by its officials by following transparent procedures.

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

## **2 Commitments of the BUYER**

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

## **3 Commitments of BIDDERS**

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-contact 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 officials of the BUYER, connected directly or indirectly with bidding process, or to any person, organization 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 to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, or 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.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.103BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the BUYER or alternatively, if any relative of the officer of the BUYER has financial interest/stake in the BIDDER's firm , the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.13The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4 Previous Transgression**

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 in India or any Government Department in India 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 ₹45,10,000/- as Earnest Money/Security Deposit, with the BUYER through any of the following instrument.

(i) Bank Draft or a Pay Order in favour of Small Industries Bank of India, Payable at Mumbai.

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2 Earnest Money/Security Deposit shall be valid till the date of bid validity as mentioned in the RfP.

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 provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER 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 provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- iv. To recover all sums already paid by the BUYER, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER alongwith interest.
- vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

- vii. To debar the BIDDER from participating in future bidding processes of the buyer or its associates or subsidiaries for minimum period of five years, which may be further extended at the discretion of the BUYER.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7 Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar products /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 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 at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8 Independent Monitors**

- 8.1 The BUYER is in the process of appointing Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
- 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 instruction 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 the Pact, he will so inform the Authority designated by the BUYER
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documents. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings
- 8.8 The Monitor will submit a written report to the designed Authority of the BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## **9 Facilitation of Investigation**

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

## **10 Law and Place of Jurisdiction**

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

## **11 Other Legal Actions**

The action 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 both the BUYER and the

BIDDER/Seller, in case BIDDER is unsuccessful (unsuccessful bidder), this integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of the 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 \_\_\_\_\_

BUYER

BIDDER

Name of the Officer

Designation

SIDBI

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**FORMATS PART OF APPLICATION AT ANNEXURE II**

**FORMAT-I**

**PARTICULARS IN RESPECT OF SIMILAR EVENTS EXECUTED IN THE LAST FIVE YEARS**

| Sr. No. | Name of the work executed with address | Name and address of the client with contact numbers | Value of work executed in ` | Date of completion | Stipulated duration for completion | Actual duration taken for completion | Details of feedback / appreciation letters (attach proof) |
|---------|--|---|-----------------------------|--------------------|------------------------------------|--------------------------------------|---|
|         |  |   |                             |                    |                                    |                                      |   |

Please enclose the copies of work order / agreement and completion certificate from the client (employer) for each of the work.

**FORMAT – II**

**PARTICULARS IN RESPECT OF SIMILAR EVENTS IN HAND**

| S. No. | Name of the work with address | Name and address of the Client with contact numbers | Value of work in ` | Date of award of contract | Stipulated duration for completion | Present status | Details of feedback / appreciation letters (attach proof) |
|--------|-------------------------------|---|--------------------|---------------------------|------------------------------------|----------------|---|
|        |                               |   |                    |                           |                                    |                |   |

Please enclose the copies of work order / agreement with the client (employer) for each work.

**FORMAT-III**

**DETAILS OF EMPANELMENT WITH OTHER INSTITUTIONS**

| S. No. | Name and address of institution with contact No | Category / Type of work for which empanelled | Registered/ empanelled for value of work upto ` | Date of empanelment and validity |
|--------|---|--|---|----------------------------------|
|        |   |  |   |                                  |

Please enclose the copies of letter of empanelment of each organization.

**FORMAT –IV**

**DETAILS OF RESOURCES (MANPOWER, TOOLS AND EQUIPMENT) /  
INFRASTRUCTURE FACILITIES**

|   |                       |  |
|---|-----------------------|--|
| 1 | Details of Manpower   |  |
|   | (a) Manager           |  |
|   | (b) Supervisor        |  |
|   | (c) skilled workers   |  |
|   | (d) unskilled workers |  |

|   |  |                          |
|---|--|--------------------------|
| 2 | Details of infrastructure facilities available |                          |
| 3 | Studio   | In House /<br>Outsourced |
| 4 | Any other relevant information.                |                          |

**FORMAT V**

**FORMAT OF FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.)  
DURING LAST THREE YEARS)**

| S.No. | Financial Year | Annual Turnover (in ` lakh) | Profit / Loss (in ` lakh) | Net Worth (in ` lakh) | Documents Enclosed as proof |
|-------|----------------|-----------------------------|---------------------------|-----------------------|-----------------------------|
|       |                |                             |                           |                       |                             |
|       |                |                             |                           |                       |                             |
|       |                |                             |                           |                       |                             |

Note: please enclose copy of Profit & Loss account and Balance Sheet duly audited / certified by CA.

\* \* \* \* \*

**CERTIFICATE**

**TO WHOMEVER IT MAY CONCERN**

This is to certify that M/s \_\_\_\_\_ is on our panel as an Advertisement Agency since \_\_\_\_\_. The value of their annual contract is \_\_\_\_\_. The dealing of the said agency with us are satisfactory.

Name & Designation of the Signatory  
(Duly supported by the rubber stamp of the institution)