

जनसंपर्क एजन्सियों के सूचिकरण के लिए अनुरोध
Request for Empanelment [RfE] of
Public Relations Agencies

दिनांक फ़रवरी १०, २०२१ का निविदा सं. 2021FEB10/T001226047

Tender No. : 2021FEB10/T001226047 dated February 10, 2021

भारतीय लघु उद्योग विकास बैंक

संवर्धन एवं विकास उदभाग

स्वावलंबन भवन, अवेन्यू 3, लेन 2

बांद्रा-कुर्ला कॉम्पलेक्स, बांद्रा(पूर्व) मुंबई-400051

Small Industries Development Bank of India

Promotion & Development Vertical,

Swavalamban Bhavan, Avenue 3, Lane 2

Bandra Kurla Complex, Bandra (E), **Mumbai - 400 051**

वेबसाइट / Website: www.sidbi.in

दस्तावेज़ की कीमत /Price of the document: Rs.1,000/- plus applicable GST @18%

यह दस्तावेज़ भारतीय लघु उद्योग विकास बैंक (SIDBI) की संपत्ति है। यह सिडबी की लिखित अनुमति के बिना किसी भी माध्यम, इलेक्ट्रॉनिक या अन्यथा, पुनर्प्रस्तुत, वितरित या अभिलिखित नहीं किया जा सकता है। इस दस्तावेज़ में उल्लिखित सामग्री के उपयोग, यहाँ तक कि निर्दिष्ट उद्देश्य के अतिरिक्त, किसी भी अन्य उद्देश्य के लिए अधिकृत कर्मियों/ एजेंसियों के लिए भी कड़ाई से निषिद्ध है, क्योंकि इसे कॉपीराइट का उल्लंघन समझा जाएगा और इस प्रकार यह भारतीय कानून के अंतर्गत दंडनीय होगा।

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बोली हेतु आमंत्रण / INVITATION TO BID

1 INTRODUCTION AND REQUIREMENT:

Small Industries Development Bank of India [SIDBI], a corporation established by the Small Industries Development Bank of India Act, 1989, 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.

The Bank invites applications from accredited agencies involved in Public Relations activities to carry out activities for SIDBI as per para 6 (Scope of Work) of Term and Conditions.

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

2 CRITICAL INFORMATION:

S. No. क्र.सं.	कार्यक्रम / Events	विशेष / Particular ,दिनांक और समय / Date & Time
1	उद्देश्य / Purpose	Request for Empanelment of Public Relations Agencies
2	आवेदन शुल्क / Application Fee	All the responses must be accompanied with a non-refundable application fee of Rs. 1,000/- plus applicable GST @ 18% for empanelment of Public Relations Agencies.
3	पूर्व-बोली बैठक के लिए स्पष्टीकरण की मांग की अंतिम तिथि / Last date for seeking clarifications for pre-bid meeting	February 18, 2021
4	पूर्व-बोली बैठक /Pre-Bid meeting	February 22, 2021 15:00 hrs

5	बोली जमा करने की अंतिम तिथि/ Last date for submission of bids	March 05, 2021 18:00 hrs
6	पूर्व-बोली बैठक /बोली जमा करने का पता/ Address for Pre-Bid Meeting /Bid Submission	Branding & Communication Officer Small Industries Development Bank of India 2 nd Floor, Swavalamban Bhavan Avenue -3, Lane - 2, Bandra Kurla Complex Bandra (E), Mumbai- 400 051
7	न्यूनतम व तकनीकी बोली खोलने की तिथि व समय / Date & Time of Opening of Minimum Eligibility bid & Technical bid	The date shall be notified later after bid submission.
8	बोली के वैधता/ Bid Validity	बोली जमा करने की अंतिम तिथि से 180 दिन तक 180 days from the last date of bid submission.
9	बोलीदाताओं द्वारा की जाने वाली प्रस्तुतियाँ/Presentations to be made by bidders	The bidders are required to arrange for Presentation. Date would be intimated after bid submission.
10	सिडबी अधिकारियों के संपर्क विवरण /Contact details of SIDBI officials	
	Ms. Neelasri Barman Branding & Communication Officer Small Industries Development Bank of India 2 nd Floor, Swavalamban Bhavan Avenue -3, Lane - 2, Bandra Kurla Complex Bandra (E), Mumbai- 400 051 Phone No: 022-67531227 Email Id: neelasrib@sidbi.in	Smt. Aryapriya Swain Assistant Manager Small Industries Development Bank of India 2 nd Floor, Swavalamban Bhavan Avenue -3, Lane - 2, Bandra Kurla Complex Bandra (E), Mumbai- 400 051 Phone No: 022-67531335 Email Id: aryapriyas@sidbi.in

11	Independent External Monitor (IEM) appointed by the CVC	Sh. Nageshwar Rao Koripalli, IRS(Retd.) Address : 38, The Trails, Manikonda, R.R. District, Hyderabad – 500089 Email id : knageshwarrao@gmail.com Mobile No. : 97889 19555
12	Website of SIDBI	www.sidbi.in

Note:

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

3 INSTRUCTION TO BIDDERS**i. INFORMATION PROVIDED**

The RfE 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 RFE 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 RFE document.

ii. 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 RFE 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.

iii. 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.

iv. NO LEGAL RELATIONSHIP

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

v. 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 RfE document and the meaning and impact of that information.

vi. EVALUATION OF OFFERS

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

vii. ACCEPTANCE OF SELECTION PROCESS

Each Recipient / Respondent having responded to this RfE acknowledges to have read, understood and accepts the selection & evaluation process mentioned in this RfE 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 RfE.

viii. ERRORS AND OMISSIONS

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

ix. ACCEPTANCE OF TERMS

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

x. Requests for Proposal for Empanelment

3.x.1 Recipients are required to direct all communications (including pre-bid queries) related to this RfE, through the Nominated Point of Contact persons.

3.x.2 SIDBI may, in its absolute discretion, seek additional information or material from any Respondents after the RfE closes and all such information and material provided will be taken to form part of that Respondent's response.

- 3.x.3** Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RfE could be conveyed promptly.
- 3.x.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.
- 3.x.5** SIDBI may, in its absolute discretion, engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the RfE closes to improve or clarify any response.

xi. Notification

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

4 INFORMATION TO BIDDERS

i. BID PRICE:

- 4.i.1** Non-refundable Bid Price of ₹1,000/- plus applicable GST @ 18% 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 RfE response.
- 4.i.2** The Bank may, at its discretion, reject any Bidder where the application money has not been furnished with the RfE response.

ii. PUBLIC PROCUREMENT POLICY FOR MSEs:

- 4.ii.1** SIDBI is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of Micro, Small and Medium Enterprises (MSME), GoI. 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).
- 4.ii.2** Such MSEs would be entitled for exemption from furnishing tender fee. 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/RfE.
- 4.ii.3** Bidder is required to inform its MSME status as per following definition, if applicable.
- i. a micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
 - ii. a small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees;
 - iii. a medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees.
- iii. PRE BID MEETING:**
- 4.iii.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 RfE 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.
- 4.iii.2** It would be the responsibility of the Bidders to be present at the specified date and time of the meeting.

- 4.iii.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.
- 4.iii.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 (www.sidbi.in) website 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.
- 4.iii.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.

iv. AMENDMENT TO THE BIDDING DOCUMENTS:

- 4.iv.1** At any time prior to the date of submission of Bids, the Bank, for any reason, may modify the Bidding Document, by amendment.
- 4.iv.2** The amendment will be posted on Banks website www.sidbi.in and CPPP (eprocare.gov.in).
- 4.iv.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.
- 4.iv.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.

v. BID VALIDITY:

- 4.v.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.

- 4.v.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.
- 4.v.3** Bank, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

vi. 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.

vii. SUBMISSION OF BIDS

- 4.vii.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.
- 4.vii.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.
- 4.vii.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.

viii. MODIFICATION AND/ OR WITHDRAWAL OF BIDS:

- 4.viii.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.
- 4.viii.2** The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed

by a signed confirmation copy received by the Bank not later than the deadline for submission of bids.

4.viii.3 No bid may be modified or withdrawn after the deadline for submission of bids.

4.viii.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.

ix. REQUEST FOR INFORMATION:

4.ix.1 Recipients are required to direct all communications for any clarification related to this RfE, to the nominated officials and must communicate the same in writing by the time mentioned in 'Critical Information' section before. No query /clarification would be entertained over phone.

4.ix.2 All queries relating to the RfE, 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.

4.ix.3 However, the Bank will not answer any communication reaching the bank later than the time stipulated for the purpose.

4.ix.4 The Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RfE 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.

4.ix.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 RfE closes to clarify any response.

4.ix.6 Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

x. DISQUALIFICATION

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

xi. 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-XIII** 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 Letter of Intent for awarding of contract.

xii. IMPORTANT

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

4.xii.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.

4.xii.2 Faxed copies of any submission are not acceptable and will be rejected by the Bank.

4.xii.3 Responses should be concise and to the point. Submission of irrelevant documents must be avoided.

4.xii.4 If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.

4.xii.5 The RfE is floated on SIDBI website <http://www.sidbi.in> and Central Public Procurement Portal (CPPP) at eprocure.gov.in. SIDBI reserves the right to change the dates mentioned above. Changes and clarification, if any, related to RfE 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 RfE.

4.xii.6 The bidder cannot quote for the project in part.

4.xii.7 Each bidder shall submit only one proposal.

xiii. DETAILS OF BIDS TO BE SUBMITTED

4.xiii.1 Bidders are required to submit their responses in TWO envelopes, with contents of each as under:

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
I	<p>Minimum Eligibility Bid</p> <ul style="list-style-type: none"> i. Bid Covering letter as per format prescribed in Annexure-I ii. General Information about Bidder as per format prescribed in Annexure - II iii. Response to Minimum Eligibility Bid as per format prescribed in Annexure-III iv. Declaration regarding clean track record, as per format prescribed in Annexure-V v. DD/Instrument towards Bid Price vi. Bank Mandate Form as per format prescribed in Annexure -X vii. Conformity of Hardcopies in Annexure - XI viii. Power of Attorney as per format prescribed in Annexure- XII 	<p>Hardcopy – 1 and Soft copy on pen drive</p>	<p>“Minimum Eligibility – Empanelment of Public Relations Agencies - RfE No. 2021FEB10/T001226047 dated February 10,2021”</p>

Envelope No.	Bid Contents	No. of Copies	Label of Envelope
	ix. Pre-Contract Integrity Pact as per format in Annexure – XIII		
II	Technical Bid i. Response to Technical Bid as per Application in Annexure-IV ii. Letter of competence as per format prescribed in Annexure-VI iii. Letter of Conformity as per format prescribed in Annexure-VII iv. Statement of deviations as per Annexure-VIII v. Non-disclosure Agreement as per Annexure-IX	Hardcopy – 1 and Soft copy on pen drive	“Technical Bid – Empanelment of Public Relations Agencies - RfE No. 2021FEB10/T001226047 dated February 10, 2021

- 4.xiii.2** The Bid shall be typed or written in indelible ink, all pages numbered and signed by Authorized signatory of the response.
- 4.xiii.3** 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.
- 4.xiii.4** The Bidder shall seal the bids in non-window envelopes, super-scribing the nature of bid (i.e. pre-qualification/minimum Non-disclosure Agreement, 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.
- 4.xiii.5** 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.
- 4.xiii.6** The RfE 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 RfE 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 RfE.

4.xiii.7 Each of the envelope(s) shall be addressed to the Bank at the address given below:

Branding & Communication Officer
Small Industries Development Bank of India
Swavalamban Bhavan, 2nd Floor,
Avenue -3, Lane – 2,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 051

5 BACKGROUND

Small Industries Development Bank of India (SIDBI), set up on April 2, 1990 under an Act of Indian Parliament, acts as the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for Co-ordination of the functions of the institutions engaged in similar activities. Financial support to MSMEs is provided by way of (a) indirect finance / refinance to eligible Primary Lending Institutions (PLIs), such as, banks, State Financial Corporations (SFCs), etc. for onward lending to MSMEs and (b) direct assistance in the niche areas with thrust on MSEs.

SIDBI has reoriented its focus on MSEs by adopting vision 2.0. SIDBI Vision 2.0. It is a strategic initiative by SIDBI aimed at accelerating effort to serve MSME domain by transforming its current role to that of an All India Financial Institution that can create an integrated credit and development support ecosystem for Indian MSEs, thus promoting their inclusive growth. The initiative is dedicated to meet both, credit and non-credit needs of MSEs, enabling them to be globally competitive.

SIDBI envisions to strengthen enterprise ecosystem through interventions and engagements, which are innovative, inclusive and impactful. While SIDBI has initiated a host of new measures on policy advocacy, reducing the landed cost to

unserved segments, enterprise contact and exposure programmes, and promoting micro enterprises at rural/unserved areas, it has also unleashed a mission (Mission Swavalamban) to foster entrepreneurship culture in the country.

6 SCOPE OF WORK:

The scope of work for the empanelled agencies includes, but not limited to the following:

- **INCREASE VISIBILITY IN MEDIA:** To increase visibility and enhance top of mind recall of Bank among its various stakeholders vis a vis customers, investors, Govt. and public at large.
- **MONITORING NEW COVERAGE:** Tracking news coverage daily in print, television and online media pertaining to MSME and Bank's role.
- **CRISIS MANAGEMENT:** To bring to the notice of the Bank any coverage that is detrimental to the interest of the Bank, prepare a proactive response strategy for crisis management and ensure effective implementation of the plan for desired results.

The scope of service described above is general but not exhaustive i.e., it does not mention the entire incidental services required to be carried out for complete execution of the work. The services shall be provided in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred from there. There may be several incidental services and assignments, which are not mentioned herein but will be necessary to complete the work in all respects. All such incidental services/assignments thereof which are not mentioned herein but are necessary to complete the work shall be deemed to have been included in the rate quoted by the Agency. Nothing extra shall be payable beyond the rate quoted by the Agency.

However, SIDBI is not obliged to employ all activities mentioned above. SIDBI has the discretion to change the scope of activities without having any commercial implication. The activities to be engaged will be based on SIDBI's discretion and payment will be made for those activities only.

7 DELIVERABLES:

- I. Submit an action plan for the year broken into quarterly achievement targets or at such intervals as desired by the Bank on planned Public Relations activities.
- II. Disseminate press releases at national/regional level as per Bank's requirement in various media i.e. print, electronic, digital and any other emerging media through press release including emerging modes of communication. Also, translate press releases etc. in regional languages (excluding Hindi) as and when required by the Bank.
- III. Manage one-to-one relationships of the management with all identified media professionals relevant to the Bank apart from managing all media / press events including one to one meetings / interviews of the authorised spokesperson of the Bank.
- IV. Arrange for press conferences whenever the need be.
- V. Provide reports:
 - a. Daily - track mainline, financial newspapers, regional newspapers, magazines and trade publications, along with electronic and online media to monitor coverage and perceptions about the Bank on a day to day basis. Preparing and submitting a report on daily basis (soft copy) covering news on SIDBI, in particular, banking related news and about MSME sectors, in general. The report to include print, online, TV news clips etc.
 - b. Monthly- To submit a comprehensive report at the end of every month giving detailed coverage for the Bank in terms of advertising equivalent value, tonality, share of voice etc. based on analysis of the same in print, electronic and online media (soft copy).

Empaneled agencies shall abide by various time limits as prescribed for different assignments and the performance of the agencies shall be judged as per the adherence to such quality and time parameters as laid down for the respective work. Not adhering to timelines of assignments shall lead to removal from the panel.

8 EVALUATION METHODOLOGY & AWARD OF CONTRACT:

8.1 MINIMUM ELIGIBILITY CRITERIA:

MINIMUM ELIGIBILITY AND EVALUATION CRITERIA :

The Bank has fixed the minimum eligibility requirement and the process of selection in the RfE. The Tender applications of the Bidders will first be evaluated against the stipulated eligibility criteria of the Bank as mentioned below:

MINIMUM ELIGIBILITY - BIDS EVALUATION CRITERIA

Sr. No	Minimum Eligibility Criteria	Evidence Required
1	The Bidder should be: <ul style="list-style-type: none"> • A company incorporated in India under the Companies Act, 2013 and subsequent amendments thereto • Registered with the GSTN 	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation • Copy of Registration Certificates with the GSTN The aforementioned documents shall be required from the Bidder.
2	The agency must have at least 5 years of experience in PR activities.	The agency to submit proof of completion of work/assignment from their respective clients showing no. of years they have worked for the client.
3	The agency must have earned a fee from Public Relations activities of ₹3.00 cr and above during 2017-18, 2018-19 and 2019-20 in each financial year.	In case, the bidder provides non-Public Relations services also, the fee Income from Public Relations services only will be considered. It would be the bidder's responsibility to clearly indicate income from Public Relations Services. Refer to Format IV Fee Income should be certified by the auditor/CA. (copy to be enclosed)
4	The minimum net worth of the agency should be Rs. 50 Lakh in each of the last three financial years (2017-18, 2018-19 & 2019-20) as per audited balance sheet.	CA-certified copies of audited balance sheet pertaining to last 3 financial years as mentioned along with CA-certified copies of average annual turnover and net worth pertaining to the financial years in question. Refer to Format IV

5	<p>The Agency or any of its associates/subsidiaries should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks, their services not terminated by SIDBI in the last three years and not involved in any litigation with any entity inclusive SIDBI that may affect or compromise the delivery of service required. The agency or any of its associates/subsidiaries should not have been penalized or found guilty in court of law. The agency should not have been removed / dismissed prematurely during the contract period by any Central / state government/ public sector undertakings / Banks / Financial Institutions.</p>	<p>Self-certification on letterhead to be provided as per Annexure-V. However, SIDBI has the rights to independently verify the same.</p>
6	<p>The Agency should have minimum staff strength of 20 full time employees.</p>	<p>List of staff with their PF numbers or such verifiable particulars on letter head of the bidder. Refer to Format III</p>
7	<p>Neither the agency nor its / directors / has/have defaulted to any Bank, media houses or Tax authorities.</p>	<p>CIBIL report of the agency and its / directors along with self-declaration by the authorized signatory on official letterhead</p>
8	<p>The agency should have full-fledged office in Mumbai, New Delhi and Lucknow with relevant expertise and competent personnel as well as required infrastructure. Besides, agency to also include details of offices in other locations excluding the three mentioned cities of Mumbai, New Delhi and Lucknow.</p>	<p>Recent address proof acceptable to the bank along with Format- V as attached. Address proof for example; GSTIN Copy mentioning address details or Udyog Aadhar Memorandum Copy, copy of certificate of incorporation and Self-declaration by authorized signatory on official letterhead indicating office-wise</p>

		staff details including qualification, expertise, etc., and infrastructure.
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8.2 OPENING OF MINIMUM ELIGIBILITY BID

- 8.2.1** Bids received within stipulated time, shall be opened as per schedule given in the ‘Critical information’ sheet.
- 8.2.2** 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.
- 8.2.3** 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 bids in their absence.
- 8.2.4** 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.

8.3 PRELIMINARY EXAMINATION

- 8.3.1** 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.
- 8.3.2** 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.
- 8.3.3** 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 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.

8.3.4 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.

8.3.5 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.

8.4 EVALUATION OF MINIMUM ELIGIBILITY CRITERIA

8.4.1 The Screening Committee shall evaluate the capabilities of the agencies/institutions based on their profile and the criteria mentioned in point no. 8.1.

8.4.2 Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Minimum 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.

8.4.3 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.

8.4.4 Successful bids out of this stage would be considered for technical evaluation.

8.5 EVALUATION OF TECHNICAL BIDS

8.5.1 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.

8.5.2 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.

8.5.3 Technical bids would be evaluated on the parameters and presentation as below.

First Stage of Evaluation

Sr. No.	Criteria Description	Parameters	Assigned Marks	Maximum Mark
1.	Number of references/recommendations from government/PSU clients at national level. (Maximum acceptable is 5)	Marks per reference/recommendation submitted	2	10
2.	No. of projects as per the scope of work, handled for BFSI / Development Financial Institutions sector clients at the national level over the last 3 years (Maximum acceptable is 5). [Submit self-declaration on letter head and proof of completion of the assignment from BFSI sector clients. [Please refer to Format I and Format II]	Marks per BFSI Client	2	10

Sr. No.	Criteria Description	Parameters	Assigned Marks	Maximum Mark
3.	Proof of notable work done by the agency for their BFSI sector clients in the last six months. Comprehensive set of documents each spiral-bound separately covering brief note on the PR campaign and the media clippings received from the PR activities. The coverage news clips are to include coverage received in reputed national and regional newspapers only. (Maximum acceptable proofs are for up to 5 clients)	Marks per satisfactory proof submitted per client	4	20
4.	Assessment of the proposed account manager/point of contact along with the key team members who will be regularly associated with the account. [Submit detailed resume of the account manager along with key team members]	Subjective assessment		10
5.	Awards and Recognition of national repute to the Agency in the last 3 years (Maximum acceptable is 5) [Submit self-attested copies of certificates of awards]	Marks per award	2	10
Total Marks				60

Second Stage of Evaluation

Sr. No.	Criteria Description	Parameters	Maximum Mark
1.	Presentation and concept note on Public Relations	<p>Presentation shall be on SIDBI Vision 2.0, solutions/strategy/improvement and other innovations in Public Relations activities.</p> <p>The PR agency should submit a comprehensive concept note along with copy of the presentation (both soft copy) on the theme- "SIDBI by 2024 – A PR Perspective". The note should list out innovative PR campaigns in details that the PR agency proposes to implement, if empaneled, to get the best PR results for SIDBI.</p>	20
2.	Presentation on successful crisis management done by the agency in the last 3 years.	Case study: How the crisis was handled for the client by the agency along with the outcome after undertaking various crisis management activities.	10
3	Presentation on the volume and quality of coverage generated by the agency in the last one year for BFSI clients.	The coverage generated by the agency for its BFSI clients giving details of the cities and including number of coverages from national and regional print, TV and online media.	10
Total Marks			40

8.5.4 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.

8.5.5 Relative Technical Score (RS_{Tech}) for each bidder 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

8.6 FINAL EMPANELMENT OF BIDDERS

The Bidders with the highest Relative Technical Score (RS_{Tech}) will be empanelled (Up to top three agencies / institutions or as decided by SIDBI).

9 TERMS AND CONDITIONS

i. General

9.i.1 The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

9.i.2 Information provided in this RfE is organized in several sections to bring clarity and help the reader to understand quickly. However, Bidder must take into consideration each and every line of this RfE document as a whole while responding. Bidder must get the doubts, if any, clarified by SIDBI before submitting the responses. The bids submitted should be complete in all respect meeting all deliverables under the project. It will be sole responsibility of the selected bidder to deliver each and everything as per the scope of the project

during the contracted period. SIDBI shall not be responsible in case of bidder's failure to notice any information, any requirement is underestimated, not understood or any requirement is not interpreted in right direction during preparation/submitted the response.

- 9.i.3** Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Bidder, the RfE shall be the governing document for arrangement between the Bank and the Bidders.

ii. Definitions:

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

- 9.ii.1** "The Bank" means Small Industries Development Bank of India (SIDBI).
- 9.ii.2** 'Bidder' means the respondent to the RfE document.
- 9.ii.3** 'Successful Bidder' refers to the bidder who gets selected by the bank after completion of evaluation process.
- 9.ii.4** 'RFE' or 'RfE' or 'Tender' means the Request For Empanelment document.
- 9.ii.5** 'Bid' may be interchangeably referred to as 'Offer'.
- 9.ii.6** 'BFSI' implies Scheduled commercial banks in public or private sector / All India FIs / Insurance Companies will be considered under BFSI.
- 9.ii.7** "The Contract" means the agreement entered into between the Bank, represented by its Head Office / Regional Offices / other offices of the Bank 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;
- 9.ii.8** "Agency", "Firm", "Company", "Bidder" "vendor" means any entity or person or associations of person (constitution of association of person may be in the form of any legal entity like partnership, public / private limited company, LLP, HUF, etc.,) who have been identified to submit their proposal for providing services under this Contract.

iii. Demographically Target Area:

Most of the work pertaining to Public Relations activities will be coordinated from SIDBI Corporate Office at Mumbai or any other place as decided by the Bank.

iv. Representative:

9.iv.1 The agency will assign a person, who will provide the interface facility and has the responsibility for managing the complete service delivery on Public Relations activities on a day-to-day basis. He/She will be the single point of contact on behalf of the agency. His/Her qualifications and work experience are to be shared with the Bank. He/she will be expected to be available as and when required by the Bank for delivery of the Public Relations services.

v. Liquidity damages for Default in Services:

9.v.1 In case of deficiency of services in arranging / conducting the assigned services up to the satisfaction of SIDBI, liquidated damages subject to the maximum 10% of the contract value could be levied on the agency. The quantum of liquidated damages will be decided by a committee of officers of SIDBI whose decision shall be final and binding. However, 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.

vi. TENURE:

9.vi.1 The tenure of empanelment with the agencies would run for three years from date of empanelment under this RfE. However, this would be subject to satisfactory performance of each agency periodically or after a year, which would be solely adjudge by the Bank. In case the performance of any Agency/ies is/are deemed unsatisfactory, their empanelment will be terminated as per the provisions of the "Termination of Contract" clause mentioned in the RFE.

9.vi.2 In case the need arises, SIDBI may, at its sole discretion, extend the empanelment for a further period of a maximum of one year on the terms and conditions of the contract entered into.

vii. USE OF CONTRACT DOCUMENTS AND INFORMATION:

9.vii.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.

9.vii.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.

viii. SUBCONTRACTS:

9.viii.1 The agency shall not sub-contract the services agreed to be rendered by the Service Provider under this contract, except (i) if the existence of their office is not in the event location and (ii) for services that are generally procured from outside agency in performing the activities envisage under this contract.

ix. COMPLIANCE IN OBTAINING APPROVALS/ PERMISSIONS/ LICENSES:

9.ix.1 The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any

applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from 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 and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.

x. TERMINATION OF CONTRACT:

- 9.x.1** In the event of non-performance of empanelled agencies as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RfE and subsequent Service Agreement for the empanelled agencies, the Parties shall try to resolve the matter amicably inter se. The defaulting Party shall be given notice of 21 days to alter the situation and resolve the dispute or reverse the damage caused in anyway.
- 9.x.2** In the event the defaulting agency does not comply with its obligations as stated above, **at the end of the notice period as mentioned above** , Bank shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.
- 9.x.3** Upon termination of the Agreement, the Agency would promptly hand over to SIDBI all Deliverable Items, including work-in-progress, on “as is where is” condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Agency shall complete pending assignments and Bank shall agree to settle the dues in respect of assignments after completion thereof by the Agency, except if specifically instructed by the Bank to act otherwise.

- 9.x.4** The Bank would also have the right to terminate such Service Agreement / empanelment with **three month notice** without assigning any reason.
- 9.x.5** The Bank reserves the right to cancel the empanelment, without any prior notice, in the event of happening one or more of the following Conditions:
- ❖ Failure of the empaneled bidders to accept the contract
 - ❖ Delay in services
 - ❖ Serious problems in quality of services
 - ❖ Services of the Agency not being considered satisfactory by the Bank

xi. FORCE MAJEURE:

- 9.xi.1** If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.
- 9.xi.2** If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.xi.3 If either Party is unable to perform its obligation under this contract due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc.) that the party will not be deemed to have defaulted under this Contract. Each party would use all reasonable efforts to enable performance under this Contract to continue.

xii. RESOLUTION OF DISPUTES:

9.xii.1 It will be the endeavor of the Parties to resolve amicably any disputes or differences that may arise between the Bank and the Bidder from misconstruing the meaning and operation of the RFE and the breach that may result.

9.xii.2 In case of Dispute or difference arising between the Bank and a bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Bank and the bidder OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

9.xii.3 The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

9.xii.4 Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

9.xii.5 Not with standing anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Mumbai, India only.

9.xii.6 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other

party's specified address. The same has to be acknowledged by the receiver in writing.

9.xii.7 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9.xii.8 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under the contract that may be entered into pursuant to this RfE and to adopt all reasonable measures to ensure the realization of the objectives / scope of this Contract.

xiii. NO COMMITMENT TO ACCEPT ANY OFFER :

9.xiii.1 The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.

9.xiii.2 The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

9.xiii.3 The bids received and accepted will be evaluated by the Bank to ascertain the best agency in the interest of the Bank. However, the Bank does not bind itself to accept any or all bids 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.

xiv. TAXES AND DUTIES:

9.xiv.1 The bidder shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc. in connection with delivery of products/services at site including incidental services and commissioning.

9.xiv.2 The bidder must also ensure that all applicable laws framed by the Central Government, State Government and Local Bodies, including payment of applicable minimum wages and all laws pertaining to contract employees/labour laws are complied with while providing caretaker services. The selected bidder may have to execute an indemnity bond in favour of the Bank in this regard.

- 9.xiv.3** SIDBI is not liable for payment of minimum wages under any situation. SIDBI may (but shall be obliged) call for proof of such payments by contractors.
- 9.xiv.4** Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc will be the responsibility of the bidder at his cost.
- 9.xiv.5** Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of the contract that may be entered into pursuant to this RfE.

xv. STATUTORY AUTHORITY OBLIGATION, NOTICES, FEES AND CHARGES:

- 9.xv.1** 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/services contemplated under this RfE.
- 9.xv.2** The Agency shall at all time during the currency of the RfE/contract to be entered into pursuant to this RfE, comply with all applicable laws as they relate to its performance under the agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

xvi. RIGHT IN INTELLECTUAL PROPERTY AND MATERIALS:

- 9.xvi.1** 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.

9.xvi.2 All concepts, communications, etc. created and conceived by the Agency on behalf of SIDBI under the services contemplated under this RfE, 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.

xvii. CONFIDENTIALITY:

Information provide under this RfE and Subsequent service agreement 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.

xviii. 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.

xix. CONTACTING THE BANK:

9.xix.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.

9.xix.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.

xx. THE AGENCY TO CONDUCT AS GOOD FAITH AND AS PER GOOD INDUSTRY PRACTICE:

Notwithstanding anything contained in this document. The Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per good Industry practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principle. While acting as an agent the Agency shall be responsible to Bank for all Acts of negligence, and for consequences

emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of Bank as its agent.

xxi. EXECUTION OF AGREEMENT AND NDA

9.xxi.1 The selected bidder should sign and accept the letter of empanelment issued by SIDBI which will remain valid for at least 3 (three) years. Beyond three years, the empanelment can be extended at the discretion of the Bank with the same scope of work for a further period of maximum 1 (one) year. The letter of empanelment would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank.

9.xxi.2 The Non-disclosure agreement should be executed within three weeks from the date of issuing letter of empanelment.

9.xxi.3 The date of letter of empanelment shall be treated as date of empanelment and the time-line for empanelment shall be worked out with reference to this date.

xxii. NO EMPLOYER-EMPLOYEE RELATIONSHIP

9.xxii.1 The empanelled bidders during the term of the empanelment and for a period of two years thereafter shall not without the express written consent of the Bank, directly or indirectly

9.xxii.2 Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilise the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering the services in relation to the contract; or

9.xxii.3 Induce any person who shall have been an employee or associate of the Bank at any time to terminate his / her relationship with the Bank.

9.xxii.4 Staff deployed by the service provider shall never be deemed to be appointed by the bank nor shall they be under its service conditions.

9.xxii.5 Statutory & Regulatory Compliance: The bidder should ensure all statutory and regulatory compliance towards: ESIC & EPFO – All bidders have to ensure that the resources deployed at SIDBI sites are compliant as per the guidelines of ESIC & EPFO and other Statutory and regulatory compliance as may be applicable from time to time with regards to transactions under RfE. The bidder also has to ensure that they are compliant to the Minimum Wages Act (MWA) for deployment of resources across sites nationwide. The bidder should follow all payout norms as per the MWA in all the states and SIDBI will not liable for this under any situation. SIDBI may (but shall be obliged) call for proof of such payments by bidder and compliance any other Act/ regulations as may be applicable.

xxiii. RIGHTS TO VISIT

9.xxiii.1 All records of the Bidder with respect to any matters covered by this Tender document/ subsequent order shall be made available to SIDBI or its designees at any time during normal business hours, as often as SIDBI deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

9.xxiii.2 SIDBI, including its regulatory authorities like RBI etc., reserves the right to verify, through their officials or such other persons as SIDBI may authorise, the progress of the project at the development /customization site of the Bidder or where the services are being rendered by the bidder.

9.xxiii.3 The Bank and its authorized representatives, including regulator like Reserve Bank of India (RBI) shall have the right to visit any of the Bidder's premises with prior notice to ensure that data provided by the Bank is not misused. The Bidder will have to cooperate with the authorized representative/s of the Bank and will have to provide all information/ documents required by the Bank.

9.xxiii.4 The right to visit under these clauses shall be restricted to physical files related to this arrangement. Visit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

xxiv. AUDIT:

9.xxiv.1 The bidder shall allow the Bank, its authorised personnel, its auditors (internal and external), authorised personnel from RBI / other regulatory & statutory authorities and grant unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the service provider, directly related to the services.

9.xxiv.2 In case any of the services are further outsourced/ assigned/ subcontracted to other bidders, it will be the responsibility of the bidder to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.

9.xxiv.3 Audit under this clause shall be restricted to physical files related to this arrangement. Audit shall be conducted during normal business hours and on normal working days after informing the bidder in advance.

xxv. IPR INFRINGEMENT

9.xxv.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.

xxvi. INDEMNITY

9.xxvi.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:
- 9.xxvi.1.1 Bank's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under this RfE document; and/or any subsequent agreement; and/or
 - 9.xxvi.1.2 An act or omission of the Bidder, employees, agents, sub-contractors in the performance of the obligations of the Bidder under this RfE document or any subsequent agreement; and/or
 - 9.xxvi.1.3 Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
 - 9.xxvi.1.4 Breach of any of the term of this RfE document and/or of the agreement to be entered subsequent to this RfE or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the successful Bidder under this RfE document and/or of the agreement to be entered subsequent this RfE; and/or
 - 9.xxvi.1.5 Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - 9.xxvi.1.6 Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - 9.xxvi.1.7 Breach of confidentiality obligations of the Bidder contained in this RfE document; and/or
 - 9.xxvi.1.8 The use of unlicensed and illegal Software and/or allied components by the successful Bidder
- 9.xxvi.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 RfE 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:

- 9.xxvi.2.1 Notifies the Bidder in writing; and
- 9.xxvi.2.2 Cooperates with the Bidder in the defence and settlement of the claims.
- 9.xxvi.2.3 The Bidder shall not be liable for defects or non-conformance resulting from:
 - 9.xxvi.2.4 Software, hardware, interfacing not approved by Bidder; or
 - 9.xxvi.2.5 Unauthorized modification of Software or any individual product supplied under this RfE document, or Bank's failure to comply with any mutually agreed environmental specifications.
 - 9.xxvi.2.6 Use of a Deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
 - 9.xxvi.2.7 Modification of a Deliverable by anyone other than Bidder where the unmodified version of the Deliverable would not be infringing.
- 9.xxvi.3** All Bidders under the RfE 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.

xxvii. LIMITATION OF LIABILITIES

9.xxvii.1 Save and except the liability under Section of 'IPR Infringement' in Clause 9.25 and indemnity provision in Clause 9.26 hereinabove, 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.

9.xxvii.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 RfE, a conflict of interest arises for any reasons, the bidder shall promptly disclose the same to the SIDBI and seek its instructions.

xxviii. CONFIDENTIALITY

9.xxviii.1 The RFE 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 RFE 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 RFE 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.

9.xxviii.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.

9.xxviii.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:

9.xxviii.3.1 relates to the Disclosing Party; and

9.xxviii.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

9.xxviii.3.3 is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.

9.xxviii.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.

9.xxviii.3.5 “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.

9.xxviii.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:

9.xxviii.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.

9.xxviii.6 In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

9.xxviii.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;

9.xxviii.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;

9.xxviii.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.

9.xxviii.6.4 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.

9.xxviii.6.5 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.

9.xxviii.6.6 The confidentiality obligations shall survive the expiry or termination of the agreement between the Bidder and the Bank.

xxix. PRESERVATION OF DOCUMENT/ DATA BY THE SERVICE PROVIDER

9.xxix.1 By virtue of the Contract/Agreement, the Vendor's/ Bidder's team may have access to personal and business information of SIDBI or a third party or any person. SIDBI has the sole ownership of and the right to use, all such data in perpetuity that may be in the possession of the Vendor/Bidder or Vendor's/Bidder's team in the course of performing the Service(s) under the Contract/Agreement.

9.xxix.2 The data shall be deemed to be owned by the Bank, shall never form part of assets of the service provider and shall be bankruptcy remote. The successful bidder will have to take requisite affirmative steps to ensure data security, protection and needs to give timely notice of breach of data privacy to help mitigate damage, avoid embarrassing disclosure by a third party, allow time to address data privacy regulatory obligations and it should also timely notify receipt of legal process in connection with the data. Such bidders/

vendors will have to have suitable tools to ensure removal of data from stored drives in case it is requested by the Bank and should provide confirmation and/or copies of materials removed from its systems when requested. Such bidders/ vendors will have to provide back-up of the data to the satisfaction of the Bank. Root cause analysis report will have to be furnished if insisted upon by the bank. The bidder/ vendor will inform SIDBI of any circumstance that preclude or seriously jeopardize its capacity to effectively provide services extended to SIDBI.

xxx. CORRUPT AND FRAUDULENT PRACTICE

9.xxx.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 RfE and subsequent contract(s). In this context, the bidders are requested to note the following:

9.xxx.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.

9.xxx.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.

9.xxx.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.

xxxi. GRIEVANCES REDRESSAL MECHANISM

9.xxxi.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 RfE.

xxxii. MISCELLANEOUS

9.xxxii.1 Bidder is expected to peruse all instructions, forms, terms and specifications in this RfE and its Annexures.

9.xxxii.2 SIDBI shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.

9.xxxii.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.

9.xxxii.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.

9.xxxii.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.

9.xxxii.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.

9.xxxii.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 misdemeanor.

xxxiii. NOTICES

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 RfE 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 RfE. 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 RfE.

9.xxxiii.1 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 RfE.

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.

9.xxxiii.2 SIDBI has the sole ownership of and the right to use, all data that may be in possession of the Successful bidder/Service provider or its representative during performing the services under the agreement/contract that may be entered. All documents, report, information, data etc. collected and prepared by bidder in connection with the scope of work submitted to SIDBI will be property of the Bank. The bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by SIDBI for carrying out of any services with any third parties. Successful Bidder shall not without the prior written consent of SIDBI be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services".

9.xxxiii.3No third-party rights. No provision of the RfE the agreement that may be entered into is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any person other than the parties hereto; nor impose any obligations on the part of the parties to the agreement towards any third parties."

xxxiv. Representations and Warranties

To induce SIDBI to enter the Contract/Agreement/RfE, the Vendor/Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

That the Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial where with all, the power and the authority to enter into the Contract / Agreement/RfE and provide the Service(s)/Systems sought by SIDBI.

That the Vendor/ Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under the Contract/Agreement/RfE.

That the representations made by the Vendor/ Bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the proposed Contract/Agreement and the Bid Documents and unless SIDBI in writing specifies to the contrary, the Vendor/Bidder shall be bound by all the terms of the bid.

That the Vendor/ Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and the proposed Contract/Agreement.

That the Vendor/Bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Bid/Contract/Agreement are duly maintained and suitably updated, upgraded, replaced about contemporary and statutory requirements.

That the Vendor/ Bidder shall use such assets of SIDBI may permit for the sole purpose of execution of its obligations under the terms of the bid, Tender or the Contract/Agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

That the Vendor/Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep SIDBI, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.

That all the representations and warranties as have been made by the Vendor/Bidder with respect to its bid and Contract / Agreement, are true and correct, and shall continue to remain true and correct through the term of the Contract.

That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of the Bid/Contract/Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the bid/Contract/Agreement.

That all conditions precedent under the Bid/Contract/Agreement has been complied.

That neither the execution and delivery by the Vendor/Bidder of the Bid/Contract/Agreement nor the Vendor's/ Bidder's compliance with or performance of the terms and provisions of the Bid/Contract/Agreement

- (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Vendor/ Bidder
- (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor/ Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or
- (iii) will violate any provision of the Memorandum and Articles of Association of the Vendor/ Bidder.

Annexure – I**Bid Covering Letter
(To be submitted on Bidder's letter head)**

To:
Branding & Communication Officer
Small Industries Development Bank of India (SIDBI)
2nd floor, Swavalamban Bhavan
Avenue -3, Lane – 2
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Madam,

Empanelment of Public Relations Agencies
RfE No. : _____ dated _____

We, the undersigned bidders, having read and examined the aforesaid RfE 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/- plus applicable GST @ 18%** towards non-refundable bid price for Public Relations agency.
2. Minimum Eligibility bid and Technical 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 RfE except the points mentioned in **Annexure-VIII (Statement of deviations)** in our bid response. Having submitted our response to the aforesaid RfE, we also understand not



to have any option to raise any objection against any of the said processes defined in the RfE 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

**General Information about Bidder
(To be Submitted On Bidder’s letter head)**

Date: _____

To:
Branding & Communication Officer
Small Industries Development Bank of India (SIDBI)
2nd floor, Swavalamban Bhavan
Avenue -3, Lane – 2
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Madam,

We hereby offer to submit our request for Empanelment of Public Relations Agency of SIDBI for three years as per proposal reference Tender RfE No. _____ dated _____. We have read and understood the content of RfE and further state that we unconditionally accept and abide by the terms & conditions specified therein.

Brief Profile of our agency is as under:

Sr. No.	Brief Contents	Application has to be submitted
1	Name of the Agency	
2	Address, Telephone Numbers and Contact person(s)	
	Registered/Head office	
	Address of the other offices in the country	Please enclose Separate sheet along with annexure
	Legal status / Constitution of Agency	(Proprietor / partnership / Pvt. / Pub. Ltd.)
3	Name of the Proprietor/ Partners/ Directors	

4	Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele/Mob. No. Email ID etc.	May enclose Separate sheet along with annexure
5	Details of Key Personnel branch office wise, if Public Relations agency is empanelled, who will work with SIDBI, with age, qualifications, experience (in years), notable skills and achievements etc. Contact Tele. No. Mobile No. Email ID etc	
6	Date of Establishment /incorporation	
7	No. of years in Public Relations Agency Business	
8	No. and the list of relevant public relations campaigns conducted for PSUs / public or private corporate during last 3 years prior to the date of RfE. The relevant order copies to be enclosed.	
	With Public Sector undertaking	
	With Private Sector	
	With Public Sector	
	Others, if any	
	Have you served for SIDBI recently or in past please attach suitable proof.	
Detail of awards, if any received		
9	Whether Agency is a Micro Small Medium Enterprise (MSME).	YES / NO

10	Infrastructure	
	Name & Designation of Head of Public Relations Team	
	Name of other support staff from the Public Relations management Team	
	Are you a full or limited service agency?	
	Number of officials 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	
	In house designing team	
	Printing capabilities	
	Studio	
	Own fabrication workshop	
	Other details(Attach copy of Certificate / Returns)	
	PAN No	
	GSTIN No	
	Sales Tax Registration No	
	Service Tax Registration No	
Nature of Main Activity		
Membership with any organizations		
11	Turn over Details for last 3 FY	(₹ in Lakh)

	Year	Turnover from Public Relations Activities	Net Worth
	2017-2018		
	2018-2019		
	2019-2020		
	(Copies of Audited Balance Sheet, Profit & Loss a/c with Auditors Report to be enclosed for last three years. If the Audited B/S or P/L for 2019-20 is not ready, please submit Provisional for the same. If the agency is having other revenue besides Public Relations activities fees, the Public Relations activities fees to be shown for year along with certificate from auditors.)		
12	Details of Skilled employees dedicated for Public Relations work (Branch Office wise No. of skilled employees dedicated for Public Relations activity work, list along with permanent employees or on retainership basis details)		
13	Detail of Key Personnel branch wise, if Public Relations agency is empanelment, who will work with SIDBI		
14	List of organization with whom currently empanelled (satisfactory Performance Certificate (not more than 1 month old) in support thereof to be enclosed)		
15	Principal Banker & Their Name		
16	PO/DD No :	Drawn on: dated:	
	Amount : ₹1,000/- plus applicable GST @ 18% enclosed as cost of RfE		
17	For empanelment of Public Relations agency of the SIDBI, the Agency should submit proven established credentials for Corporate Brand Building and product and services in a summary sheet along with this application.		

18	Declaration: Self declarations on the Company's Letter head that there are no outstanding income tax / sales tax dues/other statutory dues.
19	Date of commencement of Public Relations activities services (attach proof thereof)
20	Details of awards and accreditation received (attach proof)
21	Two references from reputed publications / organizations / editors/ anchors

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 for assignment, 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 Authorised Signatory :

Place :

Name of the Authorised Signatory :

Designation :

Name of the Organisation :

Seal ...

Annexure – III

RESPONSE TO MINIMUM ELIGIBILITY CRITERIA – PUBLIC RELATIONS

(To be submitted on Bidder's letter head)

(RFE No : _____ dated _____)

Sr. No	Minimum Eligibility Criteria	Evidence Required	Document proof furnished by Bidder	Attachment Tag
1	<p>The Bidder should be:</p> <ul style="list-style-type: none"> • A company incorporated in India under the Companies Act, 2013 and subsequent amendments thereto • Registered with the GSTN 	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation • Copy of Registration Certificates with the GSTN <p>The aforementioned documents shall be required from the Bidder.</p>		
2	<p>The agency must have at least 5 years of experience in PR activities.</p>	<p>The agency to submit proof of completion of work/assignment from their respective clients showing no. of years they have worked for the client.</p>		
3	<p>The agency must have earned a fee from Public Relations activities of ₹3.00 cr and above during 2017-18, 2018-19 and</p>	<p>In case, the bidder provides non-Public Relations services also, the fee Income from Public Relations services only will be</p>		

Sr. No	Minimum Eligibility Criteria	Evidence Required	Document proof furnished by Bidder	Attachment Tag
	2019-20 in each financial year.	considered. It would be the bidder's responsibility to clearly indicate income from Public Relations Services. Refer to Format IV Fee Income should be certified by the auditor/CA. (copy to be enclosed)		
4	The minimum net worth of the agency should be Rs. 50 Lakh in each of the last three financial years (2017-18, 2018-19 & 2019-20) as per audited balance sheet.	CA-certified copies of audited balance sheet pertaining to last 3 financial years as mentioned along with CA-certified copies of average annual turnover and net worth pertaining to the financial years in question. Refer to Format IV		
5	The Agency or any of its associates/subsidiaries should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks, their services not terminated by	Self-certification on letterhead to be provided as per Annexure-V . However, SIDBI has the rights to independently verify the same.		

Sr. No	Minimum Eligibility Criteria	Evidence Required	Document proof furnished by Bidder	Attachment Tag
	<p>SIDBI in the last three years and not involved in any litigation with any entity inclusive SIDBI that may affect or compromise the delivery of service required. The agency or any of its associates/subsidiaries should not have been penalized or found guilty in court of law. The agency should not have been removed / dismissed prematurely during the contract period by any Central / state government/ public sector undertakings / Banks / Financial Institutions.</p>			
6	<p>The Agency should have minimum staff strength of 20 full time employees.</p>	<p>List of staff with their PF numbers or such verifiable particulars on letter head of the bidder. Refer to Format III</p>		
7	<p>Neither the agency nor its / directors / has/have defaulted to any Bank, media houses or Tax authorities.</p>	<p>CIBIL report of the agency and its / directors along with self-declaration by the authorized</p>		

Sr. No	Minimum Eligibility Criteria	Evidence Required	Document proof furnished by Bidder	Attachment Tag
		signatory on official letterhead		
8	The agency should have full-fledged office in Mumbai, New Delhi and Lucknow with relevant expertise and competent personnel as well as required infrastructure. Besides, agency to also include details of offices in other locations excluding the three mentioned cities of Mumbai, New Delhi and Lucknow.	Recent address proof acceptable to the bank along with Format -V as attached . Address proof for example; GSTIN Copy mentioning address details or Udyog Aadhar Memorandum Copy, copy of certificate of incorporation and Self-declaration by authorized signatory on official letterhead indicating office-wise staff details including qualification, expertise, etc., and infrastructure		

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

Sr No	Document Required
1	Ownership and nature of entity
2	Income Tax returns for past three years.
3	Board resolution authorizing the authorized signatory to sign on behalf of the agency.

4	Proof of address of registered office & Branch offices.
5	GST Registration Certificate

Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

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

Note

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

Annexure – IV

RESPONSE TO TECHNICAL BID – PUBLIC RELATIONS

(To be submitted on Bidder's letter head)

(RFE No : _____ dated _____)

Sr. No.	Criteria Description	Evidence Required	Document/ Proof furnished by Bidder	Attachment Tag
1.	Number of references/recommendations from government/PSU clients at national level. (Maximum acceptable is 5)	The agency to submit references/recommendation of its government/PSU clients for which the agency has worked for. Attached in Format-VI		
2.	No. of projects as per the scope of work, handled for BFSI / development financial institutions sector clients at the national level over the last 3 years (Maximum acceptable is 5).	[Submit self-declaration on letter head and proof of completion of the assignment from BFSI sector clients. [Please refer to Format I and Format II]		
3.	Proof of notable work done by the agency for their BFSI sector clients in the last six months. (Maximum acceptable proofs are for up to 5 clients)	Comprehensive set of documents each spiral-bound separately covering brief note on the PR campaign and the media clippings received from the PR activities. The coverage news clips are to include coverage received in reputed national and regional newspapers only.		
4.	Assessment of the proposed account manager/point of contact along with the key team members who will be	Submit detailed resume of the account manager along with key team members		

Sr. No.	Criteria Description	Evidence Required	Document/ Proof furnished by Bidder	Attachment Tag
	regularly associated with the account.			
5	Awards and Recognition of national repute to the Agency in the last 3 years (Maximum acceptable is 5)	[Submit self-attested copies of certificates of awards]		

Documents submitted with response bid towards proof of evidence must be suitably tagged for easy identification during evaluation.

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

Note

- Bidder response should be complete with all relevant documents attached.
- Documentary proof, sealed and signed by authorized signatory, must be submitted
- Details of clients and relevant contact details are mandatory. Bidders may take necessary approval of the clients in advance before submission of related information. SIDBI will not make any separate request for submission of such information.
- SIDBI will contact the bidder referenced customer for verifications of facts, the bidder to ensure that the customer is intimated. Further in case SIDBI feels to visit the site, the bidder to take necessary approvals for the same. SIDBI will not make any separate request to the bidders customers.
- Proposal of the bidders are liable to be rejected in case of incomplete information or wrong information or non-submission of documentary proof.

Annexure – V**Declaration Regarding Clean Track Record
(To be Submitted on Bidder's letter head)**

Date:

To:
Branding & Communication Officer
Small Industries Development Bank of India (SIDBI)
2nd floor, Swavalamban Bhavan
Avenue -3, Lane – 2
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Madam,

Declaration Regarding Clean Track Record

RfE No : _____ dated _____

I /we have carefully gone through the Terms & Conditions contained in the RFE No. _____ **dated** _____ regarding empanelment of Public Relations Agencies for a period of three 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 all Annexures and Formats is true and correct and also able to perform this contract as per RfE 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 3 years from the date of RfE. I/we further declare that I/we has/ have not been terminated / removed by SIDBI in any contract before scheduled completion date of the contract due to non-performance during last 3 years and I/we has/ have not been removed / dismissed prematurely during the contract period by any Central / state government/ public sector undertakings / Banks / Financial Institutions. I/we further certify that I/we has/ have not have been penalized or found guilty in court of law and not involved

in any litigation with any entity inclusive SIDBI that may affect or compromise the delivery of service required. 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 RFE document.

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 Competence

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

Empanelment of Public Relations Agencies

RfE No :2021FEB10/T001226047 dated February 10, 2021

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

We certify that the quality and number of resources to be deployed by us for Public Relations activities 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 RfE 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 - VII**Letter of Conformity****(To be Submitted on Bidder's letter head)**

To:
Branding & Communication Officer
Small Industries Development Bank of India (SIDBI)
2nd floor, Swavalamban Bhavan
Avenue -3, Lane – 2
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Madam,

Empanelment of Public Relations Agencies**RfENo :2021FEB10/T001226047 dated February 10, 2021**

We, the undersigned bidders, having read and examined the aforesaid RfE 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 RFE 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-VIII** of the main RfE document which are explicitly clarified by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFE 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.

Thanking you,



Yours sincerely,

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

Annexure - VIII

(To be Submitted on Bidder's letter head)

Statement of Deviations
Empanelment of Public Relations Agencies

RfENo : 2021FEB10/T001226047 dated February 10, 2021

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 bid.

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

List of Deviations				
S. N.	Clarification point as stated in the tender document	Page No. In RfE	Section No. in RfE	Comment/ Suggestion/ Deviation
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 - 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 BIDDER, which expression shall include its successor and permitted assignees), are agreeable to execute **“Empanelment of Public Relations Agencies”** as per scope defined in the Request for Empanelment (RfE) No : _____ **dated** _____ for Small Industries Development Bank of India, having its Head office at SIDBI Tower, 15 Ashok Marg, Lucknow, 226001, and office at, Swavalamban Bhavan, Avenue -3, Lane - 2, Bandra Kurla Complex (BKC), Bandra (E), Mumbai - 400 051 (hereinafter referred to as the BANK) and,

WHEREAS, the BIDDER understands that the information regarding the Bank's Infrastructure shared by the BANK in their Request for Empanelment is confidential and/or proprietary to the BANK, and

WHEREAS, the BIDDER understands that in the course of submission of the offer for the said RfE and/or in the aftermath thereof, it may be necessary that the BIDDER 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 BIDDER agrees to all of the following conditions, in order to induce the BANK to grant the BIDDER specific access to the BANK's property/information, etc.;

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

The BIDDER agrees that information and other data shared by the BANK or, prepared or produced by the BIDDER for the purpose of submitting the offer to the BANK in response to the said RfE, will not be disclosed to during or subsequent to submission of the offer to the BANK, to anyone outside the BANK.

The BIDDER 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 BIDDER 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

(To be Submitted on Bidder's letter head)

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)		
(Code number appearing on the MICR¹ cheque supplied by the Bank. Please attach a cancelled cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account Number)			
IFSC CODE ²	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 / State Bank of India 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

^{1, 2}: 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

Conformity of Hardcopies

(To be Submitted on Bidder's letter head)

Date: _____

To:
Branding & Communication Officer
Small Industries Development Bank of India (SIDBI)
2nd floor, Swavalamban Bhavan
Avenue -3, Lane – 2
Bandra Kurla Complex
Bandra (East)
Mumbai - 400 051

Dear Sir,

Conformity of Hardcopies
RfE No. 2021FEB10/T001226047 dated February 10,2021

We, the undersigned bidders, having read and examined bid along with terms & conditions the aforesaid RfE 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 RfE 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: _____

Seal:

Annexure - XII

Power of Attorney

RfE No. 2021FEB10/T001226047 dated February 10,2021
(Sample Format – To be executed on a non-judicial stamped paper of requisite value)

BY THIS POWER OF ATTORNEY executed on _____, 2020, We _____, a Company incorporated under the Companies Act, 2013, 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 Empanelment **No. 2021FEB10/T001226047 dated February 10, 2021** for “Empanelment of Public Relations Agencies” 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-XIII**Pre-Contract Integrity Pact****(RfENo : 2021FEB10/T001226047 dated February 10, 2021)***(TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER OF REQUISITE VALUE)***General**

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____ place___ on ---- day of the month of -----, -----(Year) between Small Industries Development Bank of India, having its Head Office at 15, Ashok Marg, Lucknow – 226001 and inter alia, its Mumbai Office at Swavalamban Bhavan, Avenue -3, Lane - 2, 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 issue RfE for ‘**Empanelment of Public Relations Agencies**’ 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 services/stores/equipment 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:

1. Commitments of the BUYER

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

Commitments of BIDDERS

3. 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 agreed 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 to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10.** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11.** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12.** if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative 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

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

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. Sanctions for Violations

5.1. 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) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER
- (iii) 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.
- (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER along with interest.
- (v) 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
- (vi) 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.
- (vii) 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.
- (viii) 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.

- (ix) 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.

5.2. The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (ix) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3. The decision of the BUYER to the effect that a breach of the 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.

6. Fall Clause

6.1. The BIDDER undertakes that it has not supplied/is not supplying similar products /systems or subsystems or providing similar services 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 or similar services provided 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.

7. Independent Monitors

7.1. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Please refer to Important Information Section for details.

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

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

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

7.5. 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

7.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project 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

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

7.8. The Monitor will submit a written report to the 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.

8. 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. A person signing integrity pact shall not approach the courts while representing the matters to IEM and he/she will wait their/his decision in the matter.

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

The 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. A person signing this pact shall not approach the courts while representing the matters to IEM and he/she will await his decision in the matter.

11. Validity

11.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. 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.

11.3. This pact would be deemed as part of the contract that may be executed between the parties.

12. This pact shall be deemed as part of the contract that may be entered into pursuant to this RfE. The parties hereby sign this integrity Pact, at _____ on ____



BUYER

BIDDER

Name of the Officer

Chief Executive Officer

Designation

SIDBI

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

FORMAT I

(To be Submitted on Bidder's letter head)

PARTICULARS IN RESPECT OF EXPERIENCE IN PUBLIC RELATIONS ACTIVITIES

This is to certify that this Agency has _____ Years of experience in Public Relations Activities.

This is to certify that this Agency has served _____ no. of BFSI clients in last 3 Years.

The details of experience are furnished in following table:

Sr. No	Name and address of the client with contact number / Email id	Nature of Business Activity of Client [BFSI / Non-BFSI]	Nature of Work [Public Relations]	Date of award of contract	Period of Contract		Details of feedback / appreciation letters (attach proof)
					From	To	

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

[Note: Please enclose the copies of work order // agreement and completion certificate from the client for each of the work.]

FORMAT II

(To be Submitted on Bidder's letter head)
DETAILS OF EMPANELMENT WITH OTHER INSTITUTIONS

S. No.	Name and address of institution with contact No	Category / Type of work for which empanelled	Date of empanelment and validity

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

[NOTE: Please enclose the copies of letter of empanelment of each organization.]

FORMAT III

(To be Submitted on Bidder's letter head)

**DETAILS OF RESOURCES (EMPLOYEE, TOOLS AND PLANT) /
INFRASTRUCTURE FACILITIES**

1	Details of Employees (With PF Numbers)	
	(a) Managers	
	(b) Supervisors	
	(c) skilled workers	
	(d) unskilled workers	
2	Details of infrastructure facilities available (details of news tracking software, press release dissemination software etc.)	
3	Any other relevant information.	

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

[Note: please enclose List of Employees / Staff along with their PF number in letter-head.]

FORMAT IV

(To be Submitted on Bidder's letter head)

FORMAT OF FINANCIAL INFORMATION (TURNOVER / PROFIT & LOSS, ETC.)

DURING LAST THREE YEARS)

- TO BE CERTIFIED BY CA/ STATUTORY AUDITOR

S.No.	Financial Year	Annual Income from Public Relations Activities (in ₹ lakh)	Profit / Loss (in ₹ lakh)	Net Worth (in ₹ lakh)	Documents Enclosed as proof
1.	2017-2018				
2.	2018-2019				
3.	2019-2020				

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

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

FORMAT V

(To be Submitted on Bidder's letter head)

FORMAT OF LIST OF OFFICES (WITH ADDRESS) IN ALL INDIA LOCATIONS INCLUDING STAFF

STRENGTH AT EACH LOCATION

TO BE DULY SIGNED BY DIRECTOR(S)

S.No.	Location of office	Detailed Address	Documents enclosed as Proof for address	Staff Strength	List of Staffs along with PF Numbers to be enclosed
1.	Mumbai				
2.	New Delhi				
3.	Lucknow				
4	Other city				

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...

Format- VI

To be submitted on Client's (Government/PSU) letter head
Particulars in respect of assignment handled

This is to certify that the agency (Agency name) has been working/has worked with us since (date) . The details of arrangement with the agency is as below;

Sr. No .	Name and address of the client with contact number / Email id	Nature of Business Activity of Client [BFSI / Non-BFSI]	Nature of Work [Public Relations]	Date of award of contract	Period of Contract		Recommendation of the client
					From	To	

Date _____ Signature of Authorised Signatory ...

Place _____ Name of the Authorised Signatory ...

Designation ...

Name of the Organisation ...

Seal ...
