



**Request For Proposal (RFP)**

**For**

**Appointment of Social Media Agency**

**RFP REFERENCE NO. CSPD/CC/023/2026-27**

**DATED: 30/04/2026**

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

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## **1. Disclaimers**

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

This RFP document is not an agreement and is neither an offer nor an invitation to offer by IDBI Bank. This RFP is to invite proposals from applicants (**“Bidder’s”**) who are qualified to submit their proposals (**Bids**). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of Bids. This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

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 Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by IDBI Bank.

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

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any

person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the selected Bidder or concessionaire, as the case may be, for the contract and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The decision of IDBI Bank shall be final, conclusive and binding on all the Bidder's/parties directly or indirectly connected with the bidding process.

Bids not satisfying the procedure prescribed in the RFP document will be treated as invalid and rejected summarily.

## **1. INTRODUCTION**

IDBI Bank Ltd (“IDBI Bank” / “Bank”) is a company incorporated and registered under Companies Act, 1956 (1 of 1956) and a company under section 2 (20) of Companies Act 2013 (18 of 2013) and banking company under section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) with CIN No.L65190MH2004GOI148838 having registered office at, IDBI Tower, World Trade Center Complex, Cuffe Parade, Colaba Mumbai 400005. The Bank is also a Scheduled Bank as notified by the Reserve Bank of India (RBI) under the Reserve Bank of India Act, 1939. The Bank is engaged in providing finance to industries and conducting Banking business.

## **2. Bid Details & Process of Selection**

Object of this RFP	Appointment of Social Media Agency for the Bank
Address for Communication	Mr. Jaideep Pal Dy. General Manager, Corporate Strategy & Planning Department, IDBI Tower, 19 <sup>th</sup> Floor, WTC Complex, Cuffe Parade, Mumbai- 400005. Email: <a href="mailto:rfp.comm@idbi.co.in">rfp.comm@idbi.co.in</a>
Website address of IDBI Bank Limited	<a href="http://www.idbi.bank.in">www.idbi.bank.in</a>

### **2.1 Process of Selection:**

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

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

<b>Activity</b>	<b>Date, Time &amp; Place</b>
Date of Issuance of RFP	April 30, 2026
Last date for written request for any clarifications/ Pre-bid queries	May 08, 2026 (3PM)
Pre-Bid Meeting	May 13, 2026 (Time: 4.30 PM) IDBI Bank Ltd., Mezzanine Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai
Last Date for submission of bids	May 21, 2026 (Time: 4.30 PM) IDBI Bank Ltd., Ground Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai
Opening of Bids (Eligibility & Technical)	May 21, 2026 (Time: 5.00 PM) IDBI Bank Ltd., Mezzanine Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai
The eligible Bidder's, who would qualify as per the eligibility criteria in <b>Clause 6</b> herein below would be informed by the Bank through e-mail. Subsequently, these eligible Bidder's would be invited for presentation to the appointed internal committee. The technical proposals including presentation shall be evaluated based on parameters given in <b>Clause 9</b> and the bidder /s securing minimum 60% as per the scoring given in <b>Clause 9</b> shall be considered as qualified for opening of Financial bid which shall be opened subsequently.	
Discussion / Presentation with the selection committee	Exact schedule for presentations to be informed to eligible Bidder's in due course.
Opening of Financial bids	Will be informed only to the qualified agencies in due course.

**Note:**

- IDBI Bank reserves the right to change /modify dates /terms & conditions mentioned in the RFP document as per its requirement, without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website. 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.**

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

- Please note that all the information required needs to be provided, incorrect information can lead to non-consideration of the Bid and /or disqualification.
- All Bids must be accompanied by all the documents as specified in the Bid document.

3. The information provided by the bidders in response to this RFP document will become the property of IDBI Bank Limited and will not be returned.
4. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder's own risk and may result in rejection of the Bid and for which the Bank shall not be held responsible. Any decision taken by IDBI Bank as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be question / challenged by the Bidder(s)
5. All the documents to be submitted duly signed by Authorised Signatory as per Bank's prescribed format only.
6. Bidders are advised to submit their bids well within the stipulated timeline. It is further advised that bidders should submit the bid well within the time instead of the last date to avoid complications. Bid submitted beyond the stipulated date and time will not be considered. In view of this context, IDBI Bank will not be responsible for such eventualities.-
7. Bank reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
8. The amendments / clarifications to the tender, if any, will be posted on the IDBI Bank Website.

## **2.2. RFP Validity period**

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

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

However any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.

Any decision in this regard by Bank shall be final, conclusive and binding on the Bidder.

The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

## **2.3. Communication on the RFP**

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

Mr. Jaideep Pal  
Deputy General Manager, Corporate Strategy & Planning Department,  
IDBI Bank Ltd,  
IDBI Tower, 19<sup>th</sup>Floor,  
WTC Complex, Cuffe Parade,  
Mumbai- 400005.  
Email: [rfp.comm@idbi.co.in](mailto:rfp.comm@idbi.co.in)

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

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

#### **2.4 . Earnest Money Deposit (EMD)**

All bidders are required to submit an Earnest Money Deposit (EMD) which amounts to ₹5,00,000/- (Rupees Five Lakh only).

The EMD shall be submitted in the form of a Demand Draft / Pay Order / Banker's Cheque drawn in favour of the Bank, payable at [location], or through such other mode as may be specified by the Bank in this RFP.

#### **Exemption:**

Bidders eligible for EMD exemption (such as MSMEs, if applicable) shall submit valid documentary proof as prescribed under prevailing Government of India / Bank guidelines, failing which the bid shall be treated as non-responsive.

#### **Forfeiture of EMD:**

The EMD shall be liable to be forfeited, without prejudice to any other rights of the Bank, if:

- the bidder withdraws or modifies its bid during the bid validity period; or
- the bidder fails to accept the award of work or execute the contract within the stipulated time; or
- the bidder furnishes false or misleading information at any stage of the bidding process.

#### **Refund of EMD:**

- The EMD of unsuccessful bidders shall be refunded without interest after finalization of the empanelment process. The EMD of successful bidder(s) shall be refunded or adjusted, as per the Bank's discretion, upon completion of all contractual formalities.

The Bank reserves the right to accept or reject any or all bids, wholly or partly, and to waive any minor irregularities in the submission of EMD, without assigning any reason thereof

### **3. Definitions**

- a) IDBI Bank" shall include its directors, employees, representatives, successors and assigns.
- b) "Bidder/ Applicant/ Agency" means the entity or firm who is submitting its proposal for providing services to the Bank.

- c) "Person" means any natural person, firm, corporation, company, voluntary association (incorporated or otherwise), partnership, joint venture, trust, limited organization, unlimited organization, or other entity.
- d) "Personnel" means employees or sub-contractor or agent of Service Provider
- e) "Partner" means a partner as defined under Indian Partnership Act 1932 and also includes a professional sharing profit in a firm/ LLP under the Limited Liability Partnership Act 2008.
- f) "Proposal/ Bid" means the technical proposal and the Commercial/Financial proposal.
- g) "RFP" means this "Request for Proposal" prepared by the Bank for the appointment of Social Media Agency.
- h) "Assignment" or "Project" or "Services" or "Job" means the work to be performed by the Social Media Agency pursuant to the contract.
- i) "Terms of Reference (TOR)" means the section included in the RFP (at **Clause 7**) which explains the scope of work, activities, tasks to be performed, etc. by the Bidder/ Applicant/ Agency
- j) "Contract" or "Agreement" means the contract signed by the parties and all the attached documents and the appendices.
- k) "Day" means a calendar day.
- l) "Parties"- Party or Parties means the Bank or the Bidder/Selected Bidder/Agency or both as the case may be.
- m) "SLA" – Service Level Agreement to be executed by the selected Agency.
- n) "A/V" – Audio-Visual.

#### **4. Overview of IDBI Bank**

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

#### **5. Invitation**

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

## 6. Eligibility Criteria

### 6.1 Minimum Eligibility Criteria

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

Sr. No	Qualifying Requirement (QR)	Documents to be enclosed
(a)	The Bidder should have been in existence in India since April 01, 2020 or earlier with ability to service the client across India and should have an office in Mumbai with minimum 10 staff. <b>Bidder should NOT be an Individual / Proprietary Firm / HUF.</b>	<ul style="list-style-type: none"><li>- Certificate of Incorporation</li><li>- Constitutional Documents</li><li>- Proof of having office in Mumbai with minimum 10 staff</li></ul>
(b)	The Bidder should have worked with at least one Bank Client and have a total billing of at least Rs. 4.00 Crore (Rupees Four Crore only) for last FY i.e. FY 24-25 with satisfactory performance for the services specified in this RFP. In case of not having at least a single Bank client, the total billing needs to be minimum of Rs. 6.00 Crore (Rupees Six Crore only).	Suitable certification by Statutory Auditors. Billing from Social Media Services only will be considered and not any other form of advertising and PR activities. Certification of satisfactory performance (not more than 1 month old) by the banking client as per <b>Annexure III</b> .
(c)	The Bidder should have a Net Profit for at least two of the preceding three Financial Years and positive Net Worth as on March 31, 2025.	Suitable certification by Statutory Auditor or Annual Report.
(d)	The Bidder should not have been penalised or found guilty in any court of law and the Bidder shall not have been blacklisted / debarred by any Central / State Government / PSU / Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impacted or compromised the delivery of services required during April 2020 onwards till date.	Self- Certification on letter head to be provided as per <b>Annexure IV</b> . However IDBI Bank would have the right to independently verify the same.
(e)	The company / firm and director / partners have not defaulted to any Bank/ third party within the jurisdiction of India.	Self-declaration as per the format ( <b>Annexure V</b> ) along with CIBIL report of the company / firm

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

Sr. No	Document Required
(a)	Ownership and nature of entity (public, partnership, subsidiary, etc.).

(b)	Income Tax returns for past three years.
(c)	Board resolution authorizing the authorized signatory to sign on behalf of the Bidder.
(d)	Proof of address of registered office.
(e)	Integrity Pact as per <b>Annexure VI</b>

- IDBI Bank reserves the right to ask for additional / alternate documents from the Bidder.
- The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage. The technically eligible agencies would be called to make a presentation
- Non - submission of any of the specified documents by the bidder would result in rejection of bid.
- Cut-off date for the certificates/ data sought would be as on April 01, 2025, unless otherwise specified.

### **6.3 Technical Bid**

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

The Technical Bid should be complete in all respects and contain all information required in the document. The format of Technical Bid is given in **Annexure I**.

### **6.4 Financial Bid**

The Financial bid will contain the financial quote of monthly retainer fee. **Moreover, a maximum acceptable limit of 5.00 lakh of monthly retainer fee has been set as the limit. Financial bids received above the mentioned limit would not be accepted.** GST / any other applicable taxes have to be excluded. The format of Financial Bid is given in **Annexure II**.

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

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

- amount at prevailing rate shall be deducted from the payments to be made to the successful Bidder.
- 10) The Bidder shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

## **7. Terms of Reference/ Scope of Work**

### **7.1 Objective**

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

### **7.2 Scope of Work**

#### **1. Target Audience**

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

#### **2. Actionables**

##### **A. Media Activities**

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

##### **B. Market Intelligence & Management Reporting**

- 1) On-going and Real Time monitoring and reporting of the conversations (queries, complaints, comments etc.) in social and digital media including but not restricted to Social Media Platforms, Online forums, Online portals, Play Store/ App store reviews, Google Reviews, monitoring and updation of Google locations of the Bank's offices/ATM's etc on real time basis.
- 2) Produce a comprehensive report at the end of every month giving detailed coverage analysis for IDBI Bank and analysis of the same.

### **C. Social Media Communication**

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

### **D. Social Media Campaigns & Advertising**

Campaigns to engage end users and key stakeholders based on IDBI Bank brand strategy, product promotions, product soft launches, new initiatives, etc. These campaigns to be designed and executed throughout the year. Create and execute social media campaigns and contests for drawing users to the Bank's pages as per the requirement given by the bank from time-to-time basis.

The campaigns so created, if need be and as per directives of the Bank, may be promoted via social advertising. In such case, the agency shall be advised to develop a specific media plan to target end consumers and key stakeholders as per individual social media channel to ensure Content reach, Grow the community, Drive traffic to web/mobile destination, Brand visibility & Achieving Social Advertising KPIs.

The advertising campaigns can be in the form of

- 1) Facebook Ads
- 2) YouTube Featured Ads, In-stream Ads, Display Ads, Trending Ads, etc.
- 3) Influencer Marketing on Twitter, Instagram, YouTube etc.
- 4) Lead generation Ads
- 5) Product promotion Ads
- 6) Traffic Ads
- 7) Promoted Tweets and Promoted Accounts Ads
- 8) Ads for Quora (Image Ads, Traffic Ads, etc.)
- 9) Social Bookmarking
- 10) Any other promotional methods offered by the platforms the bank already has presence on or the bank intends to have its presence.

Should the Bank decide to undertake advertising on other digital media, the agency should develop and implement strategies with approval from the Bank. The budget for the same would be as decided by the Bank. The agency will share their inputs based on KPIs and expected outcomes from the advertising campaign.

- Close monitoring/ tracking of Ads/ Campaigns/ Contests and optimization by plugging in different technologies required to amplify the performance, suggest alterations, etc.
- Making sure the campaign performance is tracked through proper channels at our end.
- Partner with Bloggers/ Influencers for creating buzz around the brand and to influence

social signals

- Fee/commission for executing various ads/campaigns/contests would be a part of retainer ship. There will not be any extra fee/commission for this. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by Bank subject to prior approval. Any purchase from the selected agency's group companies or subsidiaries will not be paid.
- Any other requirements.

### **E. Monitoring & Response Mechanism on Social Media**

Developing response management framework, creating first level responses, adhering to response TAT as defined by the Bank, MIS reports on a daily, weekly, fortnightly and monthly basis with sentiment analysis specific to product, service, corporate, etc., monitoring conversations, feedback received.

Appropriate monitoring tools to be deployed by the Bidder to manage all queries, negative, adverse comments on social media and on all prominent digital platforms including reviews on IDBI Bank Google locations etc. for addressing suitably on real time basis. The response management will be on 24\*7 basis. The first level of response should be made by the agency within 30 minutes of the post. The query/complain must be resolved within the defined ta as per the best practice in the industry.

As per the requirement of the situation and need given by the bank, the Agency should be able to provide multi language support for response management.

### **F. Crisis Communication**

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

### **G. Providing timely and accurate reporting**

Ensure timely and accurate reporting by providing detailed MIS of SM posts, follower counts, likes, comments etc., for effective monitoring, decision-making, and regulatory compliance. All MIS reports are to be prepared and submitted within defined timelines, ensuring that information remains current and relevant. Robust validation and review mechanisms are to be put in place to maintain data accuracy, consistency, and reliability which would enable Management to assess performance trends, identify risks at an early stage, and take informed strategic and operational decisions.

### **3. Internal Communication activities**

- 1) Assist IDBI Bank in identifying internal communication opportunities.
- 2) Assist IDBI Bank in designing a communication policy and quarterly plan based on long-

term and short-term objectives of IDBI Bank in consultation with other relevant departments.

- 3) Assist IDBI Bank in designing internal communication literature such as newsletters, etc. at regular intervals.

#### **4. Other Deliverables**

1. For the above work, in case there is creative work or Application developments which need to be outsourced, costs for the same only for these, will be reimbursed when above is incurred with prior approval of IDBI Bank.
2. Any other relevant or associated activities /services including taking down of malicious contents/contents updated with fraudulent intent that could affect the reputation of the Bank across digital ecosystem.
3. Cost for other associated Social Media activities / services as may be required by the Bank to be determined separately on a case-by-case basis as per scope of work decided and would be reimbursed by the Bank.
4. In case the Bidder undertakes any assignment under the scope of work of any of the other Communication Agencies appointed i.e. Advertising or Public Relations, then the applicable fee would be payable as contracted with the respective Bidder.
5. Research, Analytics, SEO and SEM activities, the price for which could be decided on a case-by-case basis depending on the scope of work.

#### **7.3.Contract Period**

- 7.3.1 The Contract period will be for **one year** from the date of appointment under the current RFP. Thereafter, the contract may be renewed for a period of **two years (on year on year basis)**, subject to satisfactory performance of the Bidder which will be solely adjudged by IDBI Bank.
- 7.3.2 In case of non-performance by the Bidder during the currency of the contract, their contract will be terminated as per the Termination clause mentioned in the RFP.

#### **7.4. Payment Terms**

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

## **7.5. Commitment on resources**

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

## **8. Submission of Bids**

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

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

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

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

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

- hard-copy and soft-copy, the hard-copy will be given precedence.
- 8) Only one submission of the RFP response by each Bidder will be permitted. In case of multiple submissions by the bidder, the first submission made will be given precedence.
  - 9) The Bid must be submitted to the Bank at the following address:  
Deputy General Manager,  
IDBI Bank Ltd,  
Corporate Communications Division,  
Corporate Strategy & Planning Department,  
IDBI Tower, 19th Floor, WTC Complex,  
Cuffe Parade, Mumbai-400005

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

### **8.3 Rules for Responding to this RFP**

- 8.3.1 The firms / Bidder's should use the formats prescribed by the Bank in submission of the RFP Response
- 8.3.2 All responses received after the due date/ time as mentioned in advertisement would be considered late and would be liable to be rejected.
- 8.3.3 Documents not required as part of the Tender should not be provided.
- 8.3.4 All bid responses would be deemed to be irrevocable offers/ proposals from the Bidder's and may be accepted by the Bank to form part of final contract between the Bank and the selected Bidder's. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.
- 8.3.5 The Bank reserves the right not to allow/ permit changes in the technical requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 8.3.6 The Bidder, at no point in time, can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.
- 8.3.7 If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:  
(Related parties shall mean and include the holding company and its subsidiaries; companies having common directors or firms/LLPs having common partners)  
Accordingly,
  - a) Bids submitted by the holding company and its subsidiary or
  - b) Bids submitted by one or more companies having common director/s or
  - c) Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners or
  - d) Bids submitted by one or more companies in the same group of promoters/ management or
  - e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids are liable to be rejected.

## 9 Evaluation of Bids

### 9.1 **Opening of Bids**

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

### 9.2 **Preliminary Scrutiny**

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

### 9.3 **Technical Evaluation**

IDBI Bank would be detailing the minimum pre-qualification requirements and the process of selection in the RFP. The designated Committee would evaluate the quality of Bidder’s on the criteria mentioned in the RFP based on their proposals received and fulfillment of eligibility criteria (technical bid). The technically eligible agencies would be called to make a presentation before a designated Committee at IDBI Bank, Mumbai. The presentation would be evaluated on a score of 70. The Evaluation Criteria will be as follows:

### 9.4 **Evaluation Criteria (Documentary Evidence to be Submitted)**

Sr. No	Criteria	Weightage	Scoring Methodology
1.	<b>Industry Experience</b>	10	<ul style="list-style-type: none"><li>• 10 Marks: Experience more than 7 years</li><li>• 5 Marks: For experience between 5 years upto 7 years</li></ul> Industry Experience for Social Media Services only will be considered and not any other form of advertising and PR activities will be taken into account (Certificate from Statutory Auditor required)

<b>Sr. No</b>	<b>Criteria</b>	<b>Weightage</b>	<b>Scoring Methodology</b>
2.	<b>BFSI Clientele</b> for Social Media Services (during last FY) Full Year with satisfactory performance certificate	15	<ul style="list-style-type: none"> <li>• 15 Marks: More than 5 clients</li> <li>• 10 Marks: Minimum 3 clients</li> <li>• 7 Marks: Minimum 2 clients (suitable certificates from the clients would be required)</li> </ul>
3.	<b>Social Media Billing for FY 2024-25</b>	10	<ul style="list-style-type: none"> <li>• 10 Marks: For more than Rs. 10 Crore</li> <li>• 5 Marks: For Minimum Rs. 4 crore Suitable certification by Statutory Auditor or Annual Report. However IDBI Bank would have the right to independently verify the same.</li> </ul>
4.	<b>Presentation on</b> <ul style="list-style-type: none"> <li>• Social media abilities</li> <li>• Experience in Banking, Financial Services and Insurance (BFSI)</li> <li>• Digital creatives</li> <li>• Ability to service the Client and scale up the project if necessary</li> <li>• Ability to visualize client's objectives and to provide customized solutions</li> <li>• Crisis Communication</li> </ul>	35	
	<b>TOTAL</b>	<b>70</b>	

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

**Note:**

- a) Documentary evidence must be submitted for each criterion and undertaking or declaration made by the Social Media agency must be on the company letter head and is to be signed by an authorized signatory.
- b) Banks refer to Banks in India only.
- c) Cut-off date for the certificates/ data sought would be as on April 01, 2025, unless otherwise specified.

**9.5 Combined Score**

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

preferred. The Bank will appoint the top ranked agency based on the ranking derived from the combined score.

**Calculation of combined score**

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

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

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

EQS= evaluated quality score of bidder

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

C = rate quoted by the bidder

HC= highest rate quoted among the qualified bidders

The following is an illustration of the above procedure:

<b>Name of Agency</b>	<b>Quality Score</b>	<b>QS out of 70</b>	<b>Retainer Fee</b>	<b>PS out of 30</b>	<b>Total</b>	<b>Rank</b>
AAA	42	43.24	5.00	30.00	73.24	H-3
BBB	65	66.91	4.85	29.10	96.01	H-2
CCC	68	70.00	4.75	28.50	98.50	H-1

- Based on this combined score the agencies will be ranked.
- Agency scoring the highest combined score is considered as H-1.
- In the above illustrations CCC will become H-1 and Rs.4.75 lakh would be the rate at which the agency will be awarded the mandate.
- The Bank reserves the right to negotiate the price with the finally successful bidder, before awarding the contract.

## **9.6 Notification of outcome**

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

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

Sr. No	Name of IEM	Contact Number	Email address
1.	Shri Rajiva Ranjan Verma, IPS, Ex-Director General, Railway Protection Force	98682 60524	rajivaranjanin@yahoo.co.in
2.	Shri P V V Satyanarayana, IRSS, Ex-Principal Chief Manager, South Central Railway	81300 73011	skpadala@gmail.com

## **10 General Terms and Conditions**

### **10.1 Assignment**

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

### **10.2 Bidder's General Responsibilities**

10.2.1 The Bidder shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.

10.2.2 The Bidder shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards therein specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of IDBI Bank.

10.2.3 The Bidder shall not save and except with the prior written approval of IDBI Bank, undertake any work of any nature not assigned and/or not mentioned in the tender and for executing such works. The Bidder shall state the nature of work and probable expenditure thereof. After IDBI Bank has accorded its consent in writing for execution of such work and / or incurring expenditure thereof, only then shall the Bidder undertake such work and not otherwise.

### **10.3 Sufficiency of Tender**

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

### **10.4 Tenure/ Contract Period**

10.4.1 The tenure of the contract with the Agencies, so appointed, would run for one year from date of appointment under the current RFP. Thereafter, the contract may be renewed for a period of two years (year on year basis), subject to satisfactory performance of the Bidder which would be solely adjudged by IDBI Bank.

10.4.2 In case of non-performance by the Bidder during the currency of the contract, their contract will be terminated as per the provisions of the "termination" clause mentioned in the RFP.

## **10.5 Payment terms**

10.5.1 IDBI Bank will make payment of the undisputed retainer fee under the contract on a monthly basis as applicable. Any third party cost incurred by the Bidder to carry out the above assignment would be reimbursed to the Bidder, provided the cost was incurred with prior approval from IDBI Bank and all third party supporting document submitted along with invoice.

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

## **10.6 TAXES & DUTIES**

10.6.1 The Successful Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with delivery & transportation of equipment at the delivery locations including incidental services and commissioning. Payment of entry tax, if applicable, will be made at actual, on production of suitable evidence of payment by the Bidder.

10.6.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, IDBI 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 IDBI 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 this Contract.

10.6.3 The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price quoted in the Bid by the Bidder shall include all such taxes in the Contract Price.

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

10.6.5 The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which IDBI Bank will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the IDBI Bank such information, as it may be required in regard to the Bidder's details of payment made by the IDBI Bank under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder's, sub-Bidder's and Bidder's personnel. The amount of tax withheld by the IDBI Bank shall at all times be in accordance with Indian Tax Law and the IDBI Bank shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

10.6.6 The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-tax Act in force from time to time and pay Income -tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

10.6.7 The Bidder fail to submit returns/pay taxes in times as stipulated under the Income -tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify IDBI Bank against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the IDBI Bank/ Bidder.

10.6.8 The IDBI Bank shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly

## **10.7 Statutory authority obligations, notices, fees & charges**

10.7.1 The Bidder shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or byelaw of any relevant authority w h i c h has any jurisdiction with regard to the assignment. The Bidder shall also abide by the rules and regulations of INS (Indian Newspaper Society), AAI (Advertising Agencies Association of India), ASCI (Advertising Standards Council of India) and other relevant organizations and conform to the aforesaid rules and regulations.

10.7.2 The Bidder would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

10.7.3 Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and audit of IDBI Bank. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

10.7.4 The Successful Bidder agrees to allow officers of IDBI Bank to inspect and make copies at their own cost, of the records relating to the Services performed / delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.

10.7.5 In regards to the above, the Regulators and Government Authorities including RBI officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

## **10.8 Limited Agency**

10.8.1 For the limited purpose of purchasing materials and engaging the services of Third Parties which are necessary for providing the Services under this Agreement, IDBI Bank would appoint the designated Bidder(s) as its agent.

10.8.2 It is expressly clarified that IDBI Bank is responsible for all costs and expenses incurred by the Bidder on behalf of IDBI Bank, which shall be incurred only on receiving the prior approval of IDBI Bank.

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

## **10.9 Rights in Intellectual Property and Material**

10.9.1 All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Bidder on behalf of IDBI Bank and paid for by IDBI Bank shall vest with IDBI Bank. Provided that IDBI Bank would reimburse the Bidder for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from IDBI Bank.

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

10.9.3 Successful Bidder undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the IDBI Bank and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits, approvals, consents and no objections that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the IDBI Bank.

10.9.4 In order to perform the services, the Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep IDBI Bank harmless and indemnify IDBI Bank from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

10.9.5 The Successful Bidder shall ensure that while it uses any processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Successful Bidder shall keep the IDBI Bank indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Successful Bidder or any sub-Agency during the course of performance of the Services.

10.9.6 In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial drawing/design rights arising from the use of the Products or any part thereof in India or anywhere, the Successful Bidder shall act expeditiously to extinguish such claim. If the Successful Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Successful Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Successful Bidder of such claim, if it is made, without delay.

10.9.7 Further, the Selected Bidder shall not either during the currency of the contract or any time later, use the name, logo or any other identity of the Bank for any purpose unless the same is specifically authorized by the Bank in writing.

## **10.10 Confidentiality**

10.10.1 Information provided under this RFP and subsequent Service Agreement (if the Bidder is selected) is confidential and the Bidder shall not at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organisation whatsoever, any Confidential Information that the Bidder may acquire during the course of such association or otherwise concerning the Bank's business, property, contracts, trade secrets, clients or affairs.

10.10.2 If the Bidder hires another person, with the prior written permission of the Bank to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Bidder is bound to maintain the confidentiality.

10.10.3 The Bidder shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Bank.

10.10.4 Without prejudice to any other rights or remedies which the Bank may have, the Bidder acknowledges and agrees that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the Contract.

10.10.5 The confidentiality obligations shall survive the expiry or termination of the Agreement between the Bidder and the Bank.

10.10.6 The pre-existing intellectual property of the Successful Bidder used in deliverables shall remain vested with the Successful Bidder. Anything developed during the course of the project shall be owned by the Bank.

## **10.11 Indemnification**

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

## **10.12 Termination**

10.12.1 IDBI Bank shall be entitled to terminate this agreement without assigning any reasons whatsoever, at any time, by giving a prior written notice of 30 (thirty) days, relieving both Parties of their respective obligations, save such obligations and / or liabilities of the Service Provider that, by their nature, survive the termination of this Agreement.

10.12.2 Notwithstanding the above clause, IDBI Bank shall be entitled to terminate this Agreement under the following circumstances:

1. if the Service Provider fails or refuses to perform the Services in the manner and / or within the time frame agreed in this behalf or abandons the Services or any part thereof; or
2. if the Service Provider delivers non-conforming Services, in whole or in part; or
3. if the Service Provider, intentionally or unintentionally, disregards or violates any Applicable Laws, regulations, rules or conditions of any applicable permits; or
4. if the Service Provider fails to correct defects and deficiencies in any Services in a timely manner; or
5. if any of the representations or warranties provided by the Service Provider are found to be false or incorrect; or
6. if the Service Provider breaches any other material term of this Agreement; or
7. if a petition for insolvency, winding up or dissolution is filed against the Service Provider or any court receiver is appointed as receiver of all or any of the properties / assets of the Service Provider; or
8. if in the opinion of IDBI Bank the interest of IDBI Bank are jeopardized in any manner whatsoever due to default committed by Service Provider.
9. If deductions on account of Penalty exceeds more than 10% of the total contract price.

In the event of the occurrence of any of the above, IDBI Bank may, at its sole discretion, provide the Service Provider with 30 (thirty) days written notice of IDBI Bank's intention to terminate for default.

In the event the Service Provider does not cure such failure within the aforesaid 30 (thirty) days, IDBI Bank may, by written notice, forthwith terminate this Agreement.

10.12.3 The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices

10.12.4 Upon termination of the Agreement, the Agency would promptly hand over to IDBI Bank all deliverable items, including work-in-progress, all "as is where is" condition subject to the notification of termination, the Agency shall complete pending assignments and IDBI Bank shall agree to settle the dues in respect of completed assignments, except if specifically instructed by IDBI Bank to act otherwise.

## **10.13 Limitation of Liability**

10.13.1 The Parties acknowledge that circumstances may arise where on account of a breach by Successful Bidder of the terms of this RFP and subsequent Agreement, or other contractual or tortuous claim, the Bank may be entitled to damages from Successful Bidder.

10.13.2 However, neither Party shall be liable to the other for any lost revenue, lost profits or other

incidental or consequential damages based on any breach or default under this Agreement.

10.13.2 The Bank shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules or other deliverables supplied by the Bidder as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Bidder.

#### **10.14 Survival**

10.14.1 In the event of the Termination of this Agreement (with the selected Agencies) in whole or in part, the Clauses titled “Compensation”, “Rights in Intellectual Property and Material”, “Indemnification”, “Confidentiality”, and “Limitation of Liability” shall survive and continue in effect and shall ensure to the benefit of and be binding upon both the Parties, their successors and assigns.

10.14.2 Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

#### **10.15 Severability**

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

#### **10.16 Written Notice of change in name, form or control of Successful Bidder**

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

#### **10.17 Force Majeure**

10.17.1 If either Party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, War like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities, etc.), that Party will not be deemed to have defaulted under this Agreement. Each Party would use all reasonable efforts to enable performance under this Agreement to continue. If a Force Majeure situation arises, the Bidder shall promptly notify IDBI Bank in writing of such conditions and shall serve the notice on IDBI Bank within 15 (fifteen) calendar days from the date of happening of Force Majeure and also submit all necessary proof to the satisfaction of IDBI Bank and the time when the Bidder is likely to resume its obligations. Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the Vendor. Unless otherwise directed by IDBI Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for

performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by IDBI Bank (but shall not be bound to) by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, IDBI Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem and in the event of not finding a solution, IDBI Bank shall be entitled to terminate the Contract without being responsible or liable to any damages. Notwithstanding the above, decision of IDBI Bank shall be final and binding upon the Bidder.

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

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

### **10.19 Conflict of interest**

10.19.1 Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification. The Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

1.

10.19.1.1 the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

ii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

10.19.1.2 A constituent of such Bidder is also a constituent of another Bidder; or

10.19.1.3 Such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

10.19.1.4 Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

10.19.1.5 Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

10.19.1.6 Such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

## **10.20 Dispute Resolution**

10.20.1 The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

- i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- ii. The matter will be referred for negotiation between CGM (Corporate Strategy and Planning Department) of the Bank and Mr. \_\_\_\_\_ of the Successful Bidder. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

10.20.2 The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively court jurisdiction.

10.20.3 The Vendor shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

10.20.4 The provision under this section survives the contract.

## **10.21 Other Conditions**

10.21.1 This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.

10.21.2 While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this

document. Any liability is accordingly and expressly disclaimed.

10.21.3 This document constitutes no form of commitment on the part of the Bank.

10.21.4 IDBI Bank reserves the right to appoint auditors to audit the books of account of the agencies (and sub-contractors, in case of subcontract) for transactions related to the Bank.

10.21.5 IDBI Bank shall have the right to appoint and/ or avail Services from other agencies as well and this RFP does not confer any exclusive rights to any Bidder for Services rendered/to be rendered. Inter-se allocation of work between the agencies in such case would be the sole discretion of IDBI Bank and the decision of IDBI Bank in this regard shall be final.

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

10.21.7 It is clarified, as and by way of abundant caution that IDBI Bank will have all ownership and / or license rights on all the ideas, concepts, proposals, logos, designs, scripts etc developed by the Bidder during the course of this assignment as specified in the RFP and paid for by IDBI Bank.

10.21.8 The Bidder shall in respect of the Services, obtain prior written approvals from the Designated Authorised Signatories of IDBI Bank, in all cases, in respect of the form, the manner, the extent and the wording of all publicity materials produced before taking any action under the Agreement.

10.21.9 IDBI Bank would have the right to reject all or any of the applications without assigning any reason for the same.

10.21.10 From the time the proposals are opened to the time of empanelment, the Bidder(s) should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and empanelment. Such an effort shall result in rejection of the proposal.

10.21.11 The Bidder empanelled will have to execute a Service Level Agreement (SLA) with the Bank in the format approved by the Bank, within 3 weeks from date of appointment. The same will be provided after finalization of empanelment. Payment of stamp duty would be as per laws applicable in the State in which the SLA is executed.

10.21.12 The Bidder empanelled shall bear all costs and expenses for the execution, stamp duty and submission of the agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.

10.21.13 If the selected Bidder differs / does not agree on any conditions / terms of the contract, the Bank has the right to appoint the next ranked Bidder without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

10.21.14 Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Bidder thereof shall constitute binding Terms and Conditions between the parties.

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

10.21.16 IDBI Bank reserves the right to share the information/clarifications provided in response to RFP by any bidder, with any other bidder's/ others, in any form.

## **10.22 CHANGE ORDERS / ALTERATION / VARIATIONS**

10.22.1 The Bidder agrees that the requirements given in specifications, charts, etc. in the Bid Documents are minimum requirements of mere indicative nature and are in no way exhaustive. It shall be the responsibility of the Bidder to meet all the requirements of specifications, charts, etc. and other criteria contained in the Bid Documents and any upward revisions and/or additions of quantities, specifications sizes given in specifications, charts, etc., of the Bid Documents required to be made during execution of the works shall not constitute a change order and shall be carried out without a change order as forming part of the Services agreed hereunder and shall be carried out without any time and cost effect to IDBI Bank. Further upward revisions and or additions required to make Bidder's selected Services' and installation procedures to meet Bid Documents requirements expressed and to make entire facilities safe, operable and as per specified codes and standards shall not constitute a change order and shall be carried out without any time and cost effect to IDBI Bank. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification etc. of the Bid Documents which the Bidder had not brought out to the IDBI Bank's notice in his Bid shall not constitute a change order and such upward revisions and/or addition shall be carried out by Bidder without any time and cost effect to IDBI Bank.

10.22.2 IDBI Bank may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract in any one or more of the following:

- i. Functional specification
- ii. The Services to be provided by the Bidder

10.22.3 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance or observance of any provisions under the Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall accordingly be amended as may be decided by IDBI Bank. Any claims by the Bidder for adjustment under this clause must be asserted within 30 (Thirty) days from the date of knowledge of IDBI Bank's change order by the Bidder.

10.22.4 Change order as stated above comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule if any.

10.22.5 If the Contract provides applicable rates for the valuation of the variation in question, the Contract price shall be increased or decreased in accordance with those rates.

10.22.6 Any change order shall be duly approved by the IDBI Bank (including any modification / change in the Contract Price) in writing.

10.22.7 If there is a difference of opinion between the Bidder and IDBI Bank whether a particular work or part of the work constitutes a change order or not, the decision of the IDBI Bank shall be final, conclusive and binding on the Bidder.

**10.23 CONTRACT AMENDMENT**

10.23.1 No variation in or modification of the terms of the Contract shall be made, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties. The Successful Bidder, however, agrees it shall be bound to amend the Contract, if so required by IDBI Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment / modification etc. in the Reserve Bank of India Act, 1934 / the Banking Regulations Act, 1949 and / or to give effect to any modifications, amendments or fresh guidelines issued/imposed by RBI.

**10.24 LIQUIDATED DAMAGES**

10.24.1 If the Successful Bidder fails to meet the requirements under Service Level Expectation like deficiency of services mentioned in the Purchase order (PO), IDBI Bank shall, without prejudice to its other rights and remedies under and in accordance with the Contract, may deduct from the Contract price, as liquidated damages, not construed as penalty., a sum equivalent to ....% . of the value of P.O. subject to maximum deduction of .....% (.....percent) of the P.O. value.

10.24.2 IDBI Bank reserves the right to impose / waive off the Liquidated Damages.

**10.25. JURISDICTION OF COURT**

10.25.1 The Contract shall be interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts at Mumbai to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

**10.26 ADDRESS FOR NOTICE**

10.26.1 All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served:

- (i) if delivered by hand and received by an authorized employee or officer of the Party,
- (ii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested;
- (iii) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Bank	IDBI Bank Limited Corporate Communication Division, Corporate Strategy and Planning Department, Corporate Centre, IDBI Towers, World Trade Center Complex, 19 <sup>th</sup> Floor, Cuffe Parade, Colaba Mumbai, Pin code : 400005, Maharashtra

In the case of the Bidder	<..... company name & Address ..... > ..... .....
	<b>Attn:</b> Shri _____ <b>Tel:</b> +91- _____ <b>Fax:</b> +91- _____ <b>Email:</b> _____

10.26.2 A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

**10.27 SUCCESSFUL BIDDER OBLIGATION**

10.27.1 The Successful Bidder is obliged to work closely with IDBI Bank’s staff, act within its own authority and abide by directives / instructions issued by IDBI Bank from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify IDBI Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder’s negligence. The Successful Bidder will pay all indemnities arising there from and will not hold IDBI Bank responsible or obligated.

10.27.2 The Successful Bidder would be required adhere to the scope of work defined in the RFP / bid document to enable the IDBI Bank to meet the operational objectives. It will be the Successful Bidder’s responsibility to ensure the proper and successful implementation and continued operation of the proposed branch / sites / hardware / software.

10.27.3 The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about IDBI 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 IDBI Bank .

**10.28 NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS**

10.28.1 In case the Bidder has any other business relationship with IDBI Bank , no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

10.28.2 In case the Bidder has any claim, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this Contract to the Bidder for any payments receivable under and in accordance with that business.

10.28.3 However, IDBI Bank shall have such rights against the successful Bidder up to maximum of 100% of the contact value.

**10.29 ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS AND RESTRICTIONS**

10.29.1 Bidder shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws

enforced by statutory agencies and by IDBI Bank shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the IDBI Bank for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

10.29.2 Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

10.29.3 The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

10.29.4 Bidder shall also adhere to all security requirement/regulations of the IDBI Bank during the execution of the work.

### **10.30 CONTRACT PRICE**

10.30.1 Prices payable to the bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including changes in taxes, duties, levies, charges, etc.

10.30.2 The contract price will be valid for a period of ..... **year** from the date of issue of LOI / First PO / Contract date whichever is earlier. The Bank with mutual consent may extend the contract price by further ..... month.

10.30.3 The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

10.30.4 Further, Bank shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty on the Bidder.

### **10.31 OWNERSHIP AND RETENTION OF DOCUMENTS**

10.31.1 The IDBI Bank shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

10.31.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the IDBI Bank, the Bidder shall deliver to the IDBI Bank all documents provided by or originating from the IDBI Bank and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the IDBI Bank at no additional cost. The Bidder shall not, without the prior written consent of the IDBI Bank store, copy, distribute or retain any such Documents.

### **10.32 REPRESENTATIONS AND WARRANTIES**

In order to induce the IDBI Bank to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

10.32.1 That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance of Services under the Contract.

10.32.2 That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the IDBI Bank specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

10.32.3 That the 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 this Contract.

10.32.4 That the Bidder shall procure all the necessary permissions and adequate approvals from competent authority/ies necessary for carrying out the Services.

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

10.32.6 That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws

10.32.7 That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.

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

10.32.9 That all conditions precedent under the Contract has been complied.

10.32.10 That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (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 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 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 Bidder or other constitution a documents as the case maybe.

10.32.11 That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

10.32.12 That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the IDBI Bank, which may directly or indirectly have a bearing on the Contract or the project.

### **10.33 PUBLICITY**

10.33.1 The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the IDBI Bank first gives the Bidder its written consent.

#### **10.34 RELATIONSHIP BETWEEN THE PARTIES**

10.34.1 Nothing in this Contract constitutes any fiduciary relationship between the IDBI Bank and Bidder/Bidder's Team or any relationship of employer - employee, principal and agent, or partnership, between the IDBI Bank and Bidder.

10.34.2 No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.

10.34.3 The IDBI Bank has no obligations to the Bidder's team except as agreed under the terms of this Contract.

#### **10.35 ENTIRE CONTRACT**

10.35.1 The terms and conditions laid down in the Bid and all its Annexures, Corrigenda, Addenda thereto as also the Bid document and any attachments / annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

#### **10.36 PENALTY**

10.36.1 The Service Provider shall be liable to pay monetary penalties to the Bank for delayed Services, deficient Services or inadequate Services or interruption in the Services for reason attributable to the Services Provider, provided all required support and approvals are given to the Service Provider in time. IDBI Bank will impose a penalty of [•].% of the monthly amount for each delayed Services, deficient Services or inadequate Services, subject to the ceiling of [•]%. It is clarified that penalties imposed under and pursuant to the clause from time to time shall not in any case exceed [•] % of the PO value. This clause will survive the expiration, cancellation or termination of this Agreement.

#### **10.37 SUBCONTRACTING AND PENALTY FOR ITS BREACH**

10.37.1 The Service Provider shall not employ the Services of any sub-contractor directly or indirectly without prior written approval of IDBI Bank. In the event the Service Provider engages any sub-contractor without obtaining the Bank's prior written approval, the Service Provider shall be liable to pay a penalty of INR [\*] (Rupees [\*]) per instance of such unauthorized subcontracting. This penalty shall be without prejudice to any other rights or remedies available to IDBI Bank under this Agreement, including the right to terminate the Agreement with immediate effect.

#### **10.38 BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN**

10.38.1 The Service Provider shall put in place a comprehensive Business Continuity Plan and/or Contingency Plan / Disaster Recovery Plan ("BCP/DRP") for the purposes of ensuring continued rendering of Services undertaken by Service Provider in the event of any disruption, including but not limited to natural disasters, cyber incidents, power outages, pandemics, or other force majeure events. Further, Service Provider agrees to furnish the BCP/DRP plan to IDBI Bank within a period of 07 days from signing of this Agreement.

The Service Provider shall ensure that BCP Testing is carried out periodically in line with this Agreement.

## **11. Environmental, Social & Governance (ESG) Compliance Clause**

The Bank is committed to promoting Environmental, Social, and Governance (ESG) principles in all its business operations, including advertising, marketing, and communication activities. Accordingly, all participating agencies shall adhere to the following ESG requirements:

### **1. Environmental Responsibility**

The Agency shall prioritize environmentally sustainable practices in campaign execution, including:

- Minimizing use of paper and non-recyclable materials in print and outdoor advertising.
- Promoting digital-first campaigns wherever feasible to reduce carbon footprint.
- Ensuring use of eco-friendly materials for on-ground activations, events, and branding.
- The Agency shall avoid content that encourages environmentally harmful behaviour or practices.

### **2. Social Responsibility**

2.1 All advertising and communication content shall be:

- Ethical, inclusive, and non-discriminatory, respecting diversity across gender, religion, caste, age, disability, and socio-economic backgrounds.
- Free from misleading claims, stereotypes, or offensive content.

2.2 The Agency shall ensure that campaigns align with consumer protection principles, including:

- Transparent representation of products/services.
- Avoidance of dark patterns or manipulative communication practices.

2.3 The Agency shall comply with all applicable laws including the Digital Personal Data Protection Act, 2023 for handling customer data in targeted campaigns.

### **3. Governance and Compliance**

3.1 The Agency shall comply with all applicable regulatory guidelines, including:

- Reserve Bank of India guidelines on fair practices and responsible communication.
- Advertising standards issued by Advertising Standards Council of India.

3.3 The Agency shall maintain high standards of integrity, transparency, and accountability in all dealings with the Bank.

3.3 The Agency shall disclose any conflict of interest and ensure ethical sourcing of vendors and partners.

### **4. Reporting and Accountability**

4.1 The Agency may be required to:

- Provide periodic ESG compliance declarations for campaigns executed.
- Submit details of sustainable practices adopted (e.g., reduced material usage, digital substitution, eco-friendly production).

4.2 The Bank reserves the right to audit or seek clarification on ESG compliance at any stage.

### **5. Non-Compliance**

Failure to comply with ESG requirements may result in:

- Rejection of deliverables
- Penalties as per contract terms
- Termination of empanelment/contract

**Annexure I**

**FORM OF TENDER- Technical Bid**

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

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

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

Sr. No	Particulars	Details
1.	Name of Agency	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (partnership/ private/ public etc)	
5.	Name of Partners / Directors	
6.	Date of Incorporation	
7.	Details of authorized contact person	
	Name	
	Designation	
	Telephone nos	
	Mobile no	
	Email Address	
	Fax no	
8.	Net worth	
	2024-25	
9.	Net Profit	
	2024-25	
	2023-24	
	2022-23	
10.	Fee from Social Media services	
	2024-25	
11.	Other relevant information	

- We hereby certify that all the particulars given above are correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not correct, IDBI Bank shall have the absolute right to take any action as deemed fit without any prior intimation to us.

- We undertake to complete and deliver the whole of the works comprised in the RFP and agree to abide by the General Terms and Conditions.
- We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- Unless and until a formal Agreement is executed, this tender together with our written acceptance thereof shall constitute a binding Terms and Conditions between IDBI Bank and us.
- We understand that the Request for Proposal (RFP) does not commit IDBI Bank to reimburse the Bidder for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, IDBI Bank has no obligation to us until a written contract is executed.
- We understand that IDBI Bank has the right, without assigning any reasons thereof, to
  - i) Reject, amend, and modify any condition or timeline contained in the RFP
  - ii) Terminate this RFP
  - iii) Negotiate with one or more Participants
  - iv) Not award the assignment to any of the Participants and / or recommence the entire process.
  - v) Contract with one or more Participants for any reasons whatsoever.
  - vi) Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.
- We understand that IDBI Bank reserves the sole right to decide on the number of Agencies and the inter-se allocation of work between them
- In case the agency undertakes any assignment under the scope of work of any of the other Communication Agencies appointed i.e. Advertising or Public Relations, then the applicable fee would be payable as contracted with the respective agency. .
- List of documents attached with the tender (in the same order, mentioned in the RFP (Eligibility Criteria- Sr. nos. 6.1 & 6.2)
  - a) Documents required as per (a)
    - Name of document submitted
  - b) Documents required as per (b)
    - Name of document submitted
  - c) .....

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

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

Seal of Agency

Annexure II

**FORM OF TENDER-Financial Bid**

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

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

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

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

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

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

Seal of Agency

**Annexure III**

(On letterhead of the client duly stamped and signed)

Date:

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that \_\_\_\_\_ is our empanelled Social Media agency for  
\_\_\_\_ months \_\_\_\_ years (from <Month/ Year> to <Month/ Year>).

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

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

Stamp of the client

Seal of Agency

---

**Annexure IV**

(On letterhead of the Agency duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that the Agency has not been penalised or found guilty in any court of Law and the agency has not been blacklisted / debarred by any Central / State Government / PSU / Bank / RBI/ IBA / any regulatory authority during April 2020 onwards till date.

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

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

Seal of Agency

Annexure V

**Declaration: No default in any bank in jurisdiction of India**

(On letterhead of the Agency duly stamped and signed)

**DECLARATION-CUM-CERTIFICATE**

**TO WHOM SO EVER IT MAY CONCERN**

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

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

Seal of Agency

Enclosure: Latest CIBIL Report

Annexure VI

INTEGRITY PACT

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

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

## INTEGRITY AGREEMENT

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

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

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

NOW, THEREFORE,

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

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

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

### **1. Commitments of the PRINCIPAL**

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

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

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

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

### **3. Commitments of the Bidder's**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Previous Transgressions**

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

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

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

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

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

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

imposing sanction for violation of this Pact.

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

## **6. Sanctions for Violations**

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

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

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

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

## **7. Fall Clause**

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

## **8. Independent External Monitors**

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

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

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

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

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

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

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

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

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

## **9. Facilitation of Investigation**

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

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

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

## **11. Other Legal Actions**

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

## **12. Validity**

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

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on\_\_\_\_\_.

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

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

Signature  
(For & on behalf of the BIDDER/

Office Seal

Office Seal

Name  
Designation

Name  
Designation

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

**Annexure VII**

**DEED OF INDEMNITY**

*(To be submitted by the Successful Bidder on Rs.500/- stamp paper)*

This Deed of Indemnity executed at Mumbai on the \_\_\_\_\_ day of \_\_\_\_\_ two thousand twenty one by M/s \_\_\_\_\_ <insert name of the Successful Bidder> (hereinafter referred to as “the Obligor” which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

**IN FAVOUR OF**

IDBI Bank Limited, a company registered and incorporated under the Companies Act, 1956 (1 of 1956) and a banking company within the meaning of section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949) having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400 005 (hereinafter referred to as “Bank” which expression shall, unless it be repugnant to the subject or context or meaning thereof, be deemed to mean and include its successors and assigns)

Now, the Bank and Successful Bidder wherever the context so permits, shall hereinafter collectively refer to as the “Parties” and individually as a “Party”.

**WHEREAS**, Bank vide RFP No. .... dated ..... (RFP) called for the bids for engagement of Vendor for [Title] for ..... M/s \_\_\_\_\_ have been appointed as the Successful Vendor.

- 1) The Obligor has
  - a) offered to provide service for ..... (“Services”) as inclusively stated under Scope of Work under RFP.
  - b) represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations, approvals from all authorities, both regulatory and non-regulatory, including statutory or otherwise, local, municipal, governmental, quasi-governmental, as are required under Applicable Laws for executing the Services to the Bank and also represented and covenanted that all above approvals shall remain in force during contract period;
  - c) represented and warranted that the aforesaid Services offered to Bank do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied the same will be got remedied immediately to the satisfaction of Bank;
  - d) represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such contract(s) with Bank;
- 2) Bank, relying and based on the aforesaid representations and warranties of the Obligor, has agreed to avail the services of the Obligor on the terms and conditions contained in its Contract dated \_\_\_\_\_(DD/MM/YYYY) (the Contract) with the Obligor;
- 3) One of the conditions of the aforesaid Contract is that the Obligor is required to furnish an indemnity in favor of Bank indemnifying the latter against any loss, damages or claims arising out of any violations of the applicable laws, regulations, guidelines during the

execution of its services to Bank over the contract period as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.

- 4) In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of Bank as hereinafter appearing;

**NOW THIS DEED WITNESSETH AS UNDER:**

In consideration of Bank having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Contract, the Obligor do hereby agree and undertake that:

1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against Bank by whomsoever and all losses, damages, costs, charges and expenses that Bank may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines, breach of confidentiality obligations and also from the environmental damages, if any, which may occur during the contract period.
2. The Obligor further agrees and undertakes that the Obligor shall, during the Contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal, statutory, regulatory and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
3. If any additional approval, consent or permission is required by the Obligor to execute and perform the Contract during the currency of the Contract, they shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
4. The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Contractor the insolvency, bankruptcy, re-organization, dissolution, liquidation or change in ownership of Bank or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge of or defense to an indemnifier.
5. The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to Bank).
6. This indemnity shall survive the aforesaid Contract.
7. Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Contract and or as stated above.

8. This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to any this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
9. Bank may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of the Bank.

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in the Bid Document.

**IN WITNESS WHEREOF** the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (M/s \_\_\_\_\_ )

by the hand of Mr/Ms/Mrs \_\_\_\_\_ (Designation \_\_\_\_\_),

the authorized official of the obligor

\*\*\*\*\* End of Document \*\*\*\*\*

**List of abbreviations and their expansions.**

<b>Sr. No</b>	<b>Abbreviation</b>	<b>Full Form</b>
1	A/V	Audio-Visual
2	AAAI	Advertising Agencies Association of India
3	ASCI	Advertising Standards Council of India
4	BCP	Business Continuity Plan
5	BFSI	Banking, Financial Services and Insurance
6	CC	Corporate Centre
7	CEO	Chief Executive Officer
8	CGM	Chief General Manager
9	CIN	Corporate Identity Number
10	CMD	Chairman and Managing Director
11	CSPD	Corporate Strategy & Planning Department
12	CSR	Corporate Social Responsibility
13	CVC	Central Vigilance Commission
14	DFI	Development Financial Institution
15	DRP	Disaster Recovery Plan
16	FY	Financial Year
17	GMT	Greenwich Mean Time
18	GST	Goods and Services Tax
19	HUF	Hindu Undivided Family
20	IBA	Indian Banks' Association
21	IEM	Independent External Monitor
22	INR	Indian Rupees
23	INS	Indian Newspaper Society
24	IPC	Indian Penal Code
25	IPS	Indian Police Service
26	IRSS	Indian Railway Service of Signal Engineers
27	IST	Indian Standard Time
28	KPI	Key Performance Indicator
29	LLP	Limited Liability Partnership
30	LOI	Letter of Intent
31	MD	Managing Director
32	MIS	Management Information System
33	PC Act	Prevention of Corruption Act
34	PO	Purchase Order
35	PSU	Public Sector Undertaking
36	QR	Qualifying Requirement
37	RBI	Reserve Bank of India
38	RFP	Request for Proposal
39	SEM	Search Engine Marketing
40	SEO	Search Engine Optimization
41	SLA	Service Level Agreement
42	TAT	Turnaround Time
43	TB	Technical Bid
44	TDS	Tax Deducted at Source
45	TOR	Terms of Reference
46	WTC	World Trade Center

**RFP Submission Checklist**

<b>Sr. No.</b>	<b>Document / Requirement</b>	<b>Description</b>	<b>Submitted (✓□/✗)</b>
1	Certificate of Incorporation / Constitutional Documents	Copy of Certificate of Incorporation along with applicable constitutional documents (MOA & AOA / Partnership Deed / LLP Agreement, as applicable)	<input type="checkbox"/>
2	Proof of Office in Mumbai	Documentary proof of having an operational office in Mumbai with minimum 10 on-roll staff	<input type="checkbox"/>
3	Statutory Auditor's Certification – Revenue	Certification from Statutory Auditors confirming that requisite billing is exclusively from agency services	<input type="checkbox"/>
4	Balance Sheet Extract	Relevant extract of the Balance Sheet, duly certified by the Statutory Auditors, supporting the above billing certification	<input type="checkbox"/>
5	Certification of Satisfactory Performance	Certification from banking client(s), issued not more than 1 month prior to submission date, as per Annexure III	<input type="checkbox"/>
6	Self-Certification	Self-Certification on company letterhead as per Annexure IV (IDBI Bank reserves the right to independently verify the same)	<input type="checkbox"/>
7	Self-Declaration (Individuals)	Self-declaration for individuals as per Annexure V	<input type="checkbox"/>
8	CIBIL Report	Latest CIBIL Report of the Company / Firm, to be submitted along with Annexure V	<input type="checkbox"/>