

प्रस्ताव के लिए अनुरोध REQUEST FOR PROPOSAL

सोशल मीडिया प्रबंधन के लिए एजेंसी की नियुक्ति APPOINTMENT OF SOCIAL MEDIA MANAGEMENT AGENCY

Ref: HO/P&PR (SM &DM)/DG/2025-26/184

टेंडर जारी करने की तिथि / Tender	07.08.2025
Issue Date	
पूर्व बोली बैठक	As per GeM
Pre-Bid meeting /	
बोली जमा करनी की अंतिम तिथि।	28.08.2025
Last date for bid submission	

Issued by: Bank of India, Social Media & Digital Marketing Division, Publicity & PR

Department, Star House II, C-5, G Block BKC, Bandra Kurla Complex,

Bandra East, Mumbai, Maharashtra 400051.

022-61317573 / 022-61319827

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Website: www.bankofindia.co.in



DISCLAIMER

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

This RFP/ NIT is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP/ NIT is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP/ NIT does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP/ NIT and where necessary obtain independent advice. 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/ NIT. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP/ NIT.

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



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1. Critical Information:

1.1. LETTER OF INVITATION TO BID

RFP / NIT details in brief:

Bank of India, a corporate body, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at Bank of India, Star House, C-5, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India, invites e-bids from eligible Social Media Management Agencies for the appointment as Social Media Management Agency for a period of three years subject to annual review. The methodology for submitting bids is outlined in Part 2, Instructions for Bidders. The Terms and Conditions of Contract (TCC) are summarized in Part 3.

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

The brief details of the scope of this NIT are as follows:

- a) The e-tender is only for the appointment of the Social Media Management Agency.
- b) The bidder should ensure that they satisfy the eligibility criteria as per Para 2.3.
- c) The interested bidders are requested to submit their Technical and Price/Commercial/ Financial bids as per the enclosed formats **on GeM portal**.
- d) Interested Bidders are requested to visit GeM portal to participate in the e-tender. The interested bidders can download the NIT/ bidding document/corrigendum/ clarifications from GeM site https://gem.gov.in or the Bank's website www.bankofindia.co.in under the Tender section.
- e) **Tender Fee**: The bidder shall have to deposit Rs 10,000/- (Rupees Ten Thousand Only) as Tender Fee (non-refundable) through NEFT in the Bank's following Account:

Account Number	01220SUNCR701
Account Name	ESTATE DEPT MISC. RECEIPT
IFSC Code	BKID0000122
Branch	Bank of India, Bandra Kurla Complex Branch
Bank	Bank of India

The bidders classified under the MSE and Start-Up categories are exempt from depositing the Tender Fee of Rs 10,000/- (Rupees Ten Thousand only), subject to submission of a valid and authorized copy of their registration certificate and exemption certificate (wherever applicable) from the relevant authorities with which they are registered. The MSE registration certificate submitted, must be issued for relevant services and should be valid as of bid submission date.

f) **Earnest Money Deposit (EMD)**: Bidders will have to submit EMD of Rs.10,00,000/- (Rupees Ten Lakh only). EMD can be deposited through RTGS into the bank account



listed below. No interest shall be allowed on the EMD. Bids without Earnest Money are liable for rejection. Bidders classified under the MSEs category and Start-Ups are exempted from submitting the EMD, subject to the submission of a valid and authorized copy of their registration certificate and exemption certificate (if applicable) from the relevant authorities with which they are registered. The MSE's registration certificate submitted must be issued for the appropriate services and should be valid as of the bid submission date. Start-ups that participate directly in the tendering process and are recognized by DPIIT under the Start-up India program, and have obtained Udyam registration & CSPO/NSIC registration as MSE will only be eligible to participate in the Bid.

Account Number	01220SUNCR822
Account Name	ESTATE DEPT COLLECTION ACCOUNT
IFSC Code	BKID0000122
Branch	Bank of India, Bandra Kurla Complex Branch
Bank	Bank of India

Note: EMD may be paid in electronic format online by uploading scanned copies of a Demand Draft, Banker's Cheque /Pay Order/Bank Guarantee from any scheduled commercial Bank. However, for realization, the original of the same to be submitted by the bidder by hand delivery by the next working day after the date of opening of the Technical bid, failing which their tender will not be processed, price bid will not be opened.

- i. No interest shall be allowed on the Earnest Money Deposit. The bidder should upload the electronic format/ scanned copies of the relevant documents/ BG on the portal and submit the hard copies to the mentioned address on or before the bid submission date. Bids without Earnest Money are liable for rejection.
- ii. Bidding in consortium is not permitted. Any bid submitted under consortium will be summarily rejected.
- iii. The Micro & Small Enterprise (MSE) bidders are exempted from depositing the bid cost of RFP and EMD. For this purpose, bidder must submit the relevant registration certificate, clearly indicating capacity and monetary limit. However, exemption is only for tender document fees and EMD. However, if such a bidder is successful, then Performance Bank Guarantee (PBG) of the requested amount as per format (Annexure J) of the RFP document shall be submitted. The MSE registration certificate submitted by bidder must be valid as on bid submission date.
- iv. In place of EMD, the MSE bidders have to submit Format (Annexure K) Bid Security Declaration for participation in the RFP.
- v. EMD will be forfeited in the following cases:
 - i) If a bidder withdraws its bid during the period of bid validity;
 - ii) If a successful bidder makes any false/incorrect statement or encloses any documents which turns out to be false / incorrect at any time prior to signing of Contract.



iii) If a successful Bidder fails:

- To execute Contract within the stipulated time: or
- To furnish Performance Guarantee within 21 days from receipt of letter of intent.
- vi. The successful Bidder's EMD will be kept with Bank along with Performance Bank Guarantee amount equivalent to 5.0 % of the total contract value) which shall be in the form of security deposit till completion of the full work order. Bank will not pay any interest on EMD and Performance Bank Guarantee amount.
- vii. The unsuccessful Bidder's EMD shall be returned within 60 days from the date of opening of Price/ Commercial/ Financial bid. Bank shall not pay any interest to the unsuccessful Bidder's EMD amount.
- viii. The hard copies of the Integrity Pact (on Rs.1,000/- stamp paper), Non-Disclosure Agreement (on Rs.1,000/- stamp paper), EMD/Bid Security Declaration (on Rs.1,000/- stamp paper); should be delivered to the address mentioned below with due acknowledgement thereof on or before of last date of bid submission. However, soft copies should be uploaded on the portal.

The General Manager,

Bank of India,

Publicity & PR Department (Social Media & Digital Marketing Division)

Star House II, C-5, G Block BKC, Bandra Kurla Complex,

Bandra East, Mumbai, Maharashtra 400051

Contact No: 022 -6131-7573

- ix. In this regard, a single stage, two bid Procedure (Technical Bid and Price Bid) will be adopted through GeM Portal. The technically complete and commercially competitive bids shall be uploaded in two parts viz. Qualifying and Technical Bid Part A and Price Bid Part B on GeM Portal Only.
- x. The Bank shall not be liable for non-delivery of documents i.e. due to Postal/Courier delay or loss of documents in transit etc., if any, in submitting the Integrity Pact, Non-Disclosure Agreement, and EMD/Bid Security/ Bid security Declaration. The Qualifying & Technical Bid shall be opened on GeM portal.
- xi. Bank reserves the right to change the dates mentioned below or in the RFP/ scrap the entire process in partial / full, which will be communicated on GeM portal and the Bank's website.

1.2. Important Dates:

SN	Activity	Date & Time
1.	Date of commencement of Bidding	7 th August , 2025
	Process (Posting of Tender	
	Document on Website/ Publication	
	of Tender)	
2.	Bid submission starts	7 th August , 2025



SN	Activity	Date & Time	
3.	Last date and time for submission		
	of written query/ies related to the	18th August,2025	
	bid can be raised on the below	Un to 40:00 DM	
	email ID: boi.socialmedia@bankofindia.co.in	Up to 12:00 PM	
4.	Pre-Bid Meeting	Refer the GeM Bid Document.	
4.	Pre-Bid Meeting	 Bank will conduct the Pre bid meeting through any available online conferencing solution at its sole discretion. Interested bidders can send email communication one day before the scheduled date and time of pre-bid meeting mention in GeM. Pre bid Query can be raised in GeM portal or mailed to us boi.socialmedia@bankofindia.co.in Bidder to submit names of maximum of -2-participant's, contact numbers, designations and email IDs along with their pre-bid clarification "Meeting invite" Link will be sent by the Bank to bidder's provided email IDs to join the online meeting as per schedule mentioned on GeM. Bidder's representatives will have to click the link provided to join the meeting online The pre-bid clarification may be submitted in the following format: SN Page no. of Clause No. Bidder Query of The RFP 	
5.	Last date for providing clarification to the queries	Refer to GeM Portal	
6.	Last Date for uploading of EMD/MSE certificate/Start Up Registration, and other required documents		
7.	Last date of submission of Bid	28.05.2025	
8.	Date and Time of opening of Technical Bids	Refer to GeM Portal	
9.	Date for Presentation	Will be advised to shortlisted bidders separately	
10.	Opening of Price/Commercial/Financial bids	Refer to GeM Portal	
11.	Address for Communication (Bank)	General Manager Bank of India Publicity & PR Department (Social Media & Digital Marketing Division) Star House II, C-5, G Block BKC, Bandra Kurla Complex, Bandra East, Mumbai PIN 400051	
12.	Application Money	Non-refundable: Rs10,000/- (Rupees Ten Thousand only)	



SN	Activity	Date & Time
13.	Earnest Money Deposit	Rs 10,00,000/- (Rupees Ten Lakh only)
14.	Contact Person	Smt Dharini Gupta Chief Manager, Publicity & PR Department (Social Media & Digital Marketing Division) Contact No :022-6131 7573 9560118880 E-mail: boi.socialmedia@bankofindia.co.in Smt Raushan - 022-6131 9865; 7209561006 Senior Manager, Publicity & PR Department (Social Media & Digital Marketing Division) Contact No: 022-6131 9865; 7209561006 Email: boi.socialmedia@bankofindia.co.in

^{*}The final date of opening of Price/ Commercial/ Financial bid shall be advised through email/ telephone to the eligible vendors who will qualify in the technical bid criteria.

1.3. Transaction fee:

As per GeM terms and conditions

1.4. Availability of Tender Documents:

Tender document will be available in the GeM portal (https://gem.gov.in/) and also under the TENDER section of the Bank's website www.bankofindia.co.in

1.5. Place of Opening Tenders:

General Manager, Bank of India, Head Office, Publicity & PR Department, Star House-II, 7th Floor, C-5, G Block, Bandra Kurla Complex, Bandra (East), Mumbai-400051.

1.6. Validity of offer:

120 days from date of opening of the Price/ Commercial/ Financial bid.

1.7. Integrity Pact:

Classification: Internal

The Bidders, only those who commit themselves to Integrity Pact (IP) (in Format Pre-Contract Integrity Pact Annexure Q) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. If bids are not accompanied by a signed IP from the bidders, along with the technical bid, the offers shall be summarily rejected. IP shall cover all phases of the contract, i.e., from the stage of Notice Inviting Tender (NIT) till the conclusion of the contract. The format of the Integrity Pact is attached as (Annexure Q) for strict compliance and mandatory submission with the bid document by the bidder. The Integrity Pact shall be executed on applicable stamped paper, and the bidders shall incur the charges of the same.

Integrity Pact would be implemented through a panel of Independent External Monitors (IEMs) nominated by the Central Vigilance Commission (CVC) for the Bank. The following persons are presently nominated as IEMs for the Bank. On expiry of the present term of the IEMs, CVC may nominate new IEMs for the Bank.

	EM-1	EM-2
Name	Dr. Rajendra Kumar Tiwari, IA (Retired)	S Lt. Gen. Nav K Khanduri (Retired)
	rajendratiwari@rediffmail.com	navkkhanduri@yahoo.co.in



1.8. Updates:

All updates/corrigenda/amendments will be uploaded at the Bank's Website and GEM e-tender portal, and it is the sole responsibility of the applicant to keep checking for the same till the last date of submission of the tender on the website.

2. INSTRUCTIONS FOR BIDDERS (IFB)

2.1. General

Bank intends to engage an experienced service provider (also referred to as "Bidder") to revamp, manage and maintain its Social Media Channels (including but not restricted to Facebook page, X Handle, YouTube Channel, Instagram Account, LinkedIn Page, etc.) to give new look and feel to attract and service customers **from all age-group especially younger generation**. The social media channels should be in alignment with Corporate Theme to showcase Bank's products and services (including from associated partners') to existing and potential clients in efficient, user friendly and easily navigable manner, device agonistic and also comply with industry standards & guidelines of various Regulatory bodies including Reserve Bank of India, Ministry of Finance (GOI), SEBI, IBA, IRDAI, Ministry of Information and Broadcasting (MIB, GOI), Ministry of Electronics and Information Technology (MeitY, GOI), etc.

Today, most customers rely on the internet and mobile phones to meet their banking needs. Technology has redefined the way consumers make financial decisions and purchase financial products. It is becoming increasingly crucial for brands to cater to these changing needs with a smooth experience across the entire path to purchase. One of the most important channels for reaching out to customers is through search engines, as they are the primary source of information for many customers. It is essential that our website and its content accurately respond to searches for various banking services.

We also seek Search Engine Optimization (SEO) services for our bank's products and services, which will help us generate leads and convert these into business by increasing the number of website visitors through optimized search results.

As a tech-savvy organization, the Bank would like to deploy a proven Social Media Management software as well. This software may be accessed by Bank employees as well as Service provider resources. The proposed software should have a verified deployment, as stipulated in the eligibility criteria. Please refer to point 2.3 for details.

2.2. Period of Contract

Classification: Internal

The bank proposes to appoint a Social Media Management Agency for a period of three-year term, subject to annual review. The initial appointment shall be for a period of 3 years; however, it can be extended for a further period of 2 years, subject to the mutual consent of both the bank and the agency (increase in retainership fee of maximum 6.0 % depending upon inflation), and provided that the Agency/entity has undergone an annual review and performed satisfactorily during the 3-year contract period.



2.3. Eligibility Criteria

Classification: Internal

Reputed Agencies meeting the following minimum criteria as on the date of RFP are eligible to apply and are required to submit the duly signed copy of Technical Bid Application as per Form A and List of enclosures as per Form C. The bidder has to submit the **Integrity Pact (IP)** signed by authorized signatory/ies in the prescribed format mentioned in Annexure Q in advance (not before issuance of RFP/ NIT) or at the time of bid submission. **Bid shall be liable for rejection in case of non-submission of the same.** Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

Bidders must submit the index page of the supporting documents along with their response.

S. N	Criteria	Documents required	
1.	Constitution The bidder must be a company LLP/Partnership Firm incorporated in India and registered under the Companies Act, 1956/2013, or the Limited Liability Partnership Act, 2008, or the Partnership Act, 1932, as applicable, and preferably should have a full-fledged office in Mumbai.	Copy of Certificate of Incorporation / Registration along with Memorandum & Articles of Association and full address of the registered office & Local address details. [A copy of the latest Landline MTNL phone bill / Electricity bill/ Registration with Shops and Establishment Dept. / Registered rent or lease agreement in the name of bidder.]	
2.	 Annual Turnover The bidder's Annual Turnover (average of last three financial years, i.e. FY 2021-22 FY2022-23, FY2023-24) should be at least Rs. 5 Crores as per audited financials. Minimum annual turnover criteria of MSE firms is Rs.3 Crore. There are no minimum criteria of Gross Annual Turnover for Start Ups. Only Standalone Turnover of the company /bidder will be reckoned, not of the Group Company or subsidiaries. 	Statutory Auditor/ CA Certificate with Registration Number / Seal along with a Certified copy of audited financials as supporting documents.	
3.	Net Worth The bidder should have a minimum Net-Worth of Rs. 5 crores. The bidder should be a profit-making company during any 2 out of the immediate preceding three consecutive financial years (FY2021-22, FY2022-23, and FY 2023-24) There are no minimum criteria of Net Worth for Start Ups	Statutory Auditor/ CA Certificate with UDIN / Seal along with a Certified copy of audited accounts (Balance Sheet along with Profit and Loss statement) as supporting documents.	



working as Social Media Management Agency (Content & Response Management Agency) with at least 2 BSE/NSE Listed Corporates and the details of the same should be provided. • Bidder should have a minimum experience of at least 5 years in Social Media Management and preferably in the BFSI sector which should include areas such as: Social Media Planning & Advertising, Social Channel optimization, Content Creation, Analytics. Executing campaigns. on their letterhead in this regard. Work Order/Empanelment Letter (Invoices clearly mentioning campaign deliverables, client name (BFSI), scope of work, and value; Retainership Agreement etc) with following details for each reference to be provided: 1. Name of the Organization 2. Name of the Official 3. Contact number of Official 4. E-mail Id of Official 5. Work executed clearly, mentioning Social Media Content & Response Management. In case the Work Order	S. N	Criteria	Documents required	
working as Social Media Management Agency (Content & Response Management Agency) with at least 2 BSE/NSE Listed Corporates and the details of the same should be provided. • Bidder should have a minimum experience of at least 5 years in Social Media Management and preferably in the BFSI sector which should include areas such as: Social Media Planning & Advertising, Social Channel optimization, Content Creation, Analytics. Executing campaigns.		Experience		
Management, Coverage of ground activities and other areas of Social Media Marketing. • Minimum experience for startups is waived • Bidder should also have experience of management / minimizing impact/ takedown of malicious contents. • The bidder should be currently working or have current experience on handling brand and performance campaigns for large broking financial institutions • The Bidder must have executed Hyperlocal SEO campaign/ Hyperlocal listing and paid performance campaigns for at least one BFSI and one non-BFSI client during the past 2 financial years. • Recognition in the form of industry-acclaimed awards specific to Social Media and Digital Marketing campaigns for BFSI and/or non-BFSI clients would be an added advantage. Testimonials, if available, from customers across the last 5 years of operation, if provided, would be an added advantage. Testimonial, if provided, would be an added advantage. Testimonials, if provided the provided the provided	4.	The bidder should have experience of working as Social Media Management Agency (Content & Response Management Agency) with at least 2 BSE/NSE Listed Corporates and the details of the same should be provided. • Bidder should have a minimum experience of at least 5 years in Social Media Management and preferably in the BFSI sector which should include areas such as: Social Media Planning & Advertising, Social Channel optimization, Content Creation, Analytics, Executing campaigns, Social Listening, Response Management, Coverage of ground activities and other areas of Social Media Marketing. • Minimum experience for startups is waived • Bidder should also have experience of management / minimizing impact/ takedown of malicious contents. • The bidder should be currently working or have current experience on handling brand and performance campaigns for large broking financial institutions • The Bidder must have executed Hyperlocal SEO campaign/ Hyperlocal listing and paid performance campaigns for at least one BFSI and one non-BFSI client during the past 2 financial years. • Recognition in the form of industry-acclaimed awards specific to Social Media and Digital Marketing campaigns for BFSI and/or non-BFSI clients would be an added advantage. Testimonials, if available, from customers across the last 5 years of operation, if provided, would be an	Work Order/Empanelment Letter/ (Invoices clearly mentioning campaign deliverables, client name (BFSI), scope of work, and value; Retainership Agreement etc)with following details for each reference to be provided: 1. Name of the Organization 2. Name of the Official 3. Contact number of Official 4. E-mail Id of Official 5. Work executed clearly, mentioning Social Media Content & Response Management. In case the Work Order / Empanelment Letter is only for Social Media Channel / Content Management, then a Separate letter for Online Response Management / Social Listening is to be submitted. Copy of Certificate of Incorporation / Registration. Work Order / Empanelment Letters – at least one each for the last 5 FYs. 2020-21, 2021-22, 2022-23, 2023-2024, 2024-2025 indicating that the Agency has been providing these services for at least 5 Years. In case the Work Order / Empanelment Letter for Online Response Management / Social Media Channel / Content Management, then a Separate letter for Online Response Management / Social Listening is to be submitted. A self-certificate letter detailing the incident and process followed. Work order/invoice from BFSI client showing SEO in scope; client confirmation letter may also be accepted. Minimum 2 work orders or invoices — 1 from BFSI clients and one from non-BFSI clients — indicating relevant digital marketing services delivered Award citations, certificates, or third-party media mentions referencing the	



S. N	Criteria	Documents required		
5.	Software / Tool The Agency should have proprietary software or tool/ preferred partnership for social media listening/ monitoring tool.	Copy of the order or Certificate as proof of partnership.		
6.	 Dedicated Team/ Manpower The Agency should preferably have an office in Mumbai for better coordination with our Head Office Team. It shall allocate a dedicated team (separate from any other BFSI brands, the agency may be managing) to execute Social Media Campaigns across all platforms. The agency will be required to furnish the list of personnel who will be assigned to service the Bank of India along with a brief profile of their career experiences. The selected agency shall deploy a dedicated team for Bank of India with minimum Work Experience as under: 1 Social Media Account Manager / Client Servicing Executive — with minimum Work Experience of 3-5 years in the field preferably BFSI 1 Graphic Designer — Minimum work experience of 2/3 years in the field preferably BFSI. The agency has to deploy on site resources for content creation for task related to Social Media Management/Activity at no additional cost for a minimum of 08 days in a month and at-least twice in a week. The selected agency must provide an ORM executive with minimum work ex of 3 years in the same field. 	Letter by Authorized signatory mentioning the details of the proposed Team for BOI. Letter of undertaking on company letterhead agreeing to deploy this dedicated team, along with tentative resumes or profiles.		
7.	The Agency should not have been involved in any litigation that may have an impact affecting or compromising the delivery of services required (Annexure D). Bidder should specifically confirm on their letter head in this regard.			
8.	The Agency should not have been blacklisted / debarred by any Central / State Government/ Public or Private Sector Undertakings or any related bodies of the media industry. No complaint should be pending with Government or its agencies. Affidavit, in this regard, should be submitted as per (Annexure E). Bidder should specifically confirm on their letter head in this regard.			



S. N	Criteria	Documents required	
9.	Recognition in the form of industry accompaigns would be an added advanta Details of awards received and brief of		

Note: Self attested copies of documents/ certificates in support of the foregoing clauses should be uploaded along with the Technical bid. Failure to comply with any of these conditions may result in rejection of the bid. Bank reserves the right to verify/evaluate the claims made by the Bidder by asking for the originals of documents or by obtaining Performance Report from existing clients independently. These reports if found unsatisfactory, shall cause the bid to be rejected. Any decision of the Bank in this regard shall be final, conclusive, and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason, whatsoever.

2.4. Scope of Work

The objective is to establish a social networking management system that enhances the bank's brand and reach. The bidder will be responsible for managing the Bank's digital and social media presence across various channels, including, but not limited to, brand management, content creation, campaign design & execution, and online reputation management, as per the defined scope of work. The bidder is to provide dedicated Social Media Management Services, which include design, commissioning, installation, configuration, operationalization, testing, go-live services (i.e., management and maintenance of proposed Hardware, Software, Utilities, Tools, etc.), and post-launch management.

Below is the list of proposed Social Media Activities that the Bank desires the Agency to execute. However, the Bank is not obligated to engage in all activities mentioned below. The bank reserves the right to modify the scope of activities without any commercial implications. The activities to be involved in will be at the sole discretion of the Bank, and payment will be made for these activities only. The agency shall assist the Bank in the formulation of the social media policy, devising a governance structure for the Bank while ensuring adherence to RBI or EASE guidelines applicable to the Bank mandatorily.

The scope of work includes but is not limited to the following:

Functional and Operational Requirements:

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

- 1. Social sites presence (Facebook, Instagram, X, LinkedIn, YouTube or any other social sites decided by Bank).
- 2. Integration of Search Engine Optimization (SEO) with social sites.
- 3. Real-time Crisis Management.

a) Content Management:

The service provider shall be responsible for content creation as well as posting of content across social media platforms as per the requirements of the Bank. This includes:

- 1) Active postings (including short videos, tutorials, animated videos, GIFs, etc.), also Link-Embedded Photo Posting.
- 2) Posting Calls to Action (CTA)



- 3) Segmented Posting.
- 4) Photo/ Creative Posting (creative may be used by the bank on other platforms).
- 5) Posting surveys/ guizzes in Posts
- 6) Social Plug-ins on Website Product / Service Pages
- 7) Applying for Product/Service within Facebook/ X / WhatsApp/ YouTube/ LinkedIn, etc. Blogs, Video & RSS Feeds.
- 8) Creating and curating engaging content for social media.
- 9) Crafting a comprehensive content approach tailored to different channels and audiences and scheduling / posting it strategically for maximum reach.
- 10) Aligning content with designated themes and key pillars.
- 11) Ensuring the dissemination of approved content.
- 12) Innovative Content is to be designed to evince user interest. The content bank is to be shared every fortnight, i.e., a fortnight before the planned content release date.
- 13) Developing creative (images, GIFs, animated videos, flash files, etc.) with voice over in English/Hindi/Both for the official pages of the Bank and modify existing creatives.
- 14) Campaigns to be designed and floated frequently. Campaign strategy, target group, and rewards to be shared. Rewards and giveaways, if any, for the campaigns will be provided by Bank of India.
- 15) The content once provided to the bank will be the property of the bank and may be deployed at any other channel/ platform as decided by the bank.
- 16) Furthermore, the agency is obligated to provide a minimum of 2 dedicated resources for content creation.
- 17) The resources are committed to handling all tasks related to Content design, content scheduling, posting, and associated activities round the clock, 365 days a year as required by the Bank.
- 18) Bank may request for content to be designed in any of the Indian regional languages as deemed necessary.
- 19) Designing of workflow for content creation and approval by the Bank.
- 20) Any other requirement given by the bank, from time to time.

b) Brand Management:

Undertaking assessment of Bank's Social Media Management and providing a comprehensive Social Media Strategy, to be reviewed periodically as per bank's requirement. As a part of Brand Management, bidder must ensure following:

- Managing all existing social media channels.
- 2) Establishing presence on new Social Media platforms as per bank's requirement.
- 3) Creating Customer Forums
- 4) Crowd Sourcing (Customers participating in products design)
- 5) Product Soft Launch
- 6) Social Prospecting (Identifying, researching, and engaging with potential customers)
- 7) Undertaking peer comparison and providing valuable insights and improvisations.
- 8) Ensuring dedicated Customer Service (Facebook/ X / LinkedIn/ YouTube/ Instagram account or any other social sites decided by Bank)
- 9) Updating the Bank's latest information and other essential details on an ongoing basis.
- 10) Obtaining the verified stamp on all official channels of the Bank within the time line stated by the Bank, as per guidelines and recommended process by Social Media platforms.
- 11) Developing branding collaterals background image, skins, cover photo, etc.



- 12) Conducting an in-depth study of the present official/ unofficial presence of the Bank on Social Media, our Campaigns, creation of reports, and relevant platforms across the web, and providing high-level Dashboards as MIS on Brand
- 13) Engaging with all stakeholders, including customers, employees, and the community, to build positive relationships and strengthen the brand.
- 14) Ensuring uniformity in brand messaging across all channels and touch points to build a cohesive brand image.
- 15) Analyzing the sentiment about the Bank on Social Media and relevant platforms across the web, including conversation and sentiment drivers.
- 16) Identification of trend.
- 17) Identifying key advocates or detractors. Influencers to be tapped for promoting the Bank's positive online reputation.
- 18) Assessing the bank's reputation in real-time, addressing issues promptly to maintain a positive brand perception.
- 19) Public Relations: Managing crisis and issues that pose reputational risk within 15 minutes.
- 20) Opportunities and Threats: Understanding the trend among customers' conversations about what they want to see in our services/products.
- 21) Identification and removal of Fake pages of the Bank/ Bank's Products and Services on various social sites, as per guidelines and recommended process by social media platforms to successfully conduct the activity.
- 22) Incorporating customer feedback into brand management strategies, using insights to enhance products, services, and overall brand experience.
- 23) Finding the top keywords' momentum in social networks.
- 24) Any other requirement given by the bank, from time to time.

c) Social Media Campaigns/ Digital Advertising:

The service provider shall be responsible for the Digital Marketing and Communication campaigns across all social media and digital channels based on the Bank of India Brand Strategy, including the following activities:

- 1) To Identify relevant digital advertising platforms aligned with the business needs of the bank's diverse products and services.
- 2) To develop an appropriate social/ digital advertising plan for promoting the Bank's Official Social Channels organically. Also, the Agency must be able to develop and execute a targeted social media/ digital marketing advertising program to reach out to target stakeholders, mainly existing and potential customers. The advertising campaigns can be in the form of-
 - Facebook / Instagram Ads
 - YouTube Featured Ads, In-stream Ads, Display Ads, Trending Ads, etc.
 - Influencer Marketing on X (Formerly Twitter), Instagram, YouTube, etc.
 - Lead generation Ads
 - Product promotion Ads
 - Traffic Ads
 - Social Bookmarking
 - Any other promotional methods offered by the platforms on which the bank already has presence or intends to have its presence.
- 3) The Service Provider shall be advised to develop a specific media plan to target end consumers and key stakeholders as per individual social media channels/multiple channels to ensure content reach, and grow the community



- and drive traffic to web/mobile destination, Brand visibility & achieve social Advertising KPIs.
- 4) **Track Campaign performance**: Tracking and analysing the Click Through Rate (CTR), Cost Per Mile (CPM), Cost Per Click (CPC), Cost Per Acquisition (CPA), and other campaign deliverables and performance parameters.
- 5) **Live Dashboard**: Measure and track in real-time the success of marketing campaigns, competitor activity, identify potential customers or leads through Live Dashboard, and understand how the competition is faring.
- 6) An Al/ML model may be used wherever applicable for a deep dive into digital campaign analytics and understand viable platforms to spend on so that gives maximum ROI.
- 7) In case the Bank decides to undertake advertising on other digital media, the Service Provider should develop and implement the strategies with approval from the Bank. The budget for the same would be as decided by the Bank. The Bank reserves the right to revise the plan, budgets, and other related documents at its discretion.
- 8) Fee/commission for executing various ads/campaigns/contests would be a part of retainership. There will be no additional fee/commission for this. However, the cost of media buying/ image purchase, etc., including Taxes/GST, will be borne by the Bank, subject to prior approval. Any purchase from group companies or subsidiaries of the selected Agency will not be paid by the Bank.
- 9) Any other requirement given by the bank, from time to time.

d) Social Media Listening, Response Management, and Technology Application

Agency to provide a dedicated Social Media Tool which includes designing, commissioning, installation, configuration, operationalization, testing, and go-live services (i.e., management and maintenance of proposed H/W, S/W, Utilities, Tools, etc. The agency shall provide the Tool/Licensed Tool, which should provide the following services to the Bank:

1) Social Media Listening:

Bank is looking for a Social Media Management Service that gathers the data from various social media outlets and news sources and supports the above functionalities. It should have the ability to monitor billions of conversations and generate text analytics based on predefined criteria. It should also determine the speaker's or writer's sentiment with respect to a particular topic or document. The information gathered can guide the Bank's public relations department in assessing the effectiveness of communication strategies and accordingly develop Social Media and other plans and strategies.

- i. The tool should be capable of:
 - Crawling the web, including Social Media platforms, Forums, Blogs, News, Communities, Websites, etc., to aggregate content/ mentions related to the Bank's Products/ Services, key competition.
 - Social listening, running a sentiment analysis on the content, identifying the sentiment of the posts, and posting and tracking responses.
 - Real-time filtering and monitoring of posts.
 - Generating reports on the sentiments at the brand and product level.
 - Classifying and prioritizing the mentions and respond to them accordingly.



- Providing In-depth Dashboard reports and Age-Wise analysis of the responses
- Ability to integrate with the Bank's other channels like CRM, Email, Lead management System, Complaint Management System, etc. to have an automated and integrated approach.
- 24*7 listening, monitoring, and responding capability on social media space.
- All the licensed APIs should be configured with the tool.
- Ability of the tool to be customized as per the requirements of the Bank.
- Ability to see translation of the comment in vernacular languages other than English or Hindi.
- Ensuring that the Backup of the Data is stored and made available to the Bank.
- ii. The social media listening solution should be capable of posting and tracking responses as well as continuously monitoring the conversations/threads and handling crises immediately/a real-time basis.
- iii. Track the reach and spread of our messages and press releases
- iv. It should also generate reports for analysis.
- v. Spot emerging trends, discussion themes, and topics.
- vi. Identify and reach out to key bloggers and influencers
- vii. The tool should allow social measurement, influencer identification, sentiment analysis, and social reporting.
- viii. Multilingual capability, including the ability to provide multi-language responses and generate corresponding reports.
- ix. Archiving the content/ data/ images/ videos, etc., and submitting these to the Bank. (for the entire period of contract and minimum 1 year even after completion of the contract)

2) Response Management:

- i. Developing a response management framework, creating first-level responses, adhering to response within 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, and feedback received. The agency needs to carry out the work listed below.
- ii. 2.2The SMMA will assist in formulating the Social Media Governance structure for the Bank.
- iii. Assisting in the formulation of a Response Mechanism involving all stakeholders (viz. Agency, Bank, and Contact Centre) where end-to-end tracking of the response is possible.
- iv. Developing a system for response management and escalation with the facility to prioritize posts as desired by the Bank.
- v. Monitor, listen, and respond on social media platforms 24x7x365 for any customer queries, bad reviews, negative mentions, positive mentions, questions, complaints raised from any social media channels.
- vi. The Agency will proactively identify and designate response management agents within its team, empowering them to serve as brand advocates. These agents will strategically amplify positive brand messaging across their



- networks and swiftly address and mitigate any negative discussions or crises on social media.
- vii. Create service requests from different channels like Email, SMS, Website, Google Play Store, IOS Apps, Net Banking, Social Media (Facebook, X, Instagram, etc.), IVR, Chatbot, WhatsApp, integration with our CRM on a real-time basis, and related channels.
- viii. Creation of FAQs specific to the Bank brand, products, and services for first-level response.
- ix. Creation of response templates based on various scenarios across brand, products, and services, and sharing them with the bank.
- x. Providing the first level of response by the agency within 30 minutes of the post.
- xi. Arranging and ensuring resolution to a query/ complaint within 2-3 days by coordinating with the Bank's team (defined TAT as per extant guidelines)
- xii. Create/escalate tickets (with defined TATs and SLAs in consultation with the bank) for social media complaints/ mentions.
- xiii. Manage tickets to track customer interactions with a suitable audit trail.
- xiv. Agency to ensure response from the Bank within the TAT defined and follow up for the same.
- xv. Send follow-up reminders on pending tickets and End-to-End ticket tracking.
- xvi. Daily report on the queries received and their response status with aging analysis
- xvii. The status update of these complaints/queries is to be provided based on the predefined response authorized by the Bank or any other response received from the Bank.
- xviii. Send and receive emails promptly using the tool.
- xix. Feedback capture (positive as well as negative) & its tracking.
- xx. Route messages to the appropriate teams or individuals for resolution.
- xxi. Access pre-approved response templates for faster resolution.
- xxii. Track response times and measure team performance.
- xxiii. Handling the negative comments immediately and appropriately.
- xxiv. As per the requirement of the situation and need given by the bank, the service provider should be able to provide multilingual support for response management. Furthermore, any response provided in a vernacular language should be translated and included in the English version of the report submitted to the bank.
- xxv. Providing assistance in the review of the Social Media Policy of the Bank.
- xxvi. Any other need-based requirement given by the bank, from time to time.

3) Report Management and Dashboard

The selected bidder should provide a live dashboard with real-time reports covering the following points:

- Success of marketing campaigns, competitor activity, identify potential customers or leads through Live Dashboard, and understand how the competition is faring.
- ii. Uptime for Social Media Software
- iii. The reports should give details where conversations about the Bank occur as per demography, geography, influencers, and popular websites, etc.
- Report regarding industry trends and new customer trends prevailing in the industry.



- v. Daily report of the activity on the various official pages of the Bank.
- vi. Analysis Reports with suggestions to enhance the social media response and sentiment towards the Bank.
- vii. Report on the total positive, negative, neutral, queries, complaints, etc.
- viii. Report on end-to-end tracking of the responses and the gaining and response time analysis.
- ix. Report on the latest changes in policies/technologies on Social Media platforms.
- x. Generating and sharing daily report on the queries received and their response status with aging analysis.
- xi. Provide weekly performance reports of social media campaigns.
- xii. Provide daily metrics of how many people viewed, shared and liked the content posted.
- xiii. Channel wise break down of online activities.
- xiv. Report regarding most effective times to post social media content and engagement.
- xv. Report regarding Geographical areas from where the engagement is coming on the page/ post.
- xvi. Market Intelligence Reports.
- xvii. Brand Audit-
- xviii. Sentiment Drivers
- xix. Location, Time, and Impact of Conversations
- xx. Influencers

Classification: Internal

- xxi. Opportunities and Threats
- xxii. Competition Intelligence.
- xxiii. Placement of our competitors in the industry.
- xxiv. Positioning in industry/product area etc.
- xxv. Industry Intelligence
- xxvi. Dashboards for the top management and the various Business Units on brand, product, service, competition, etc.
- xxvii. Any other report/presentation as and when required by the bank.

e) Social Media Publishing/ Post Management

The social media content publishing on social media platforms shall be conducted through a Maker-Checker process using the publishing tool/platform. The controls of the Social Media platforms shall be with the Bank, and the Bank shall authorise its platforms on the publishing tool. The tool should have a provision for multiple checks at the Bank's end before the content goes on the social media platform.

The broad features/capabilities/functionalities that the Bank should get from the Tool are:

- 1) Active presence on six or more Social Media platforms.
- 2) Ability to create and manage social media campaigns on various platforms.
- 3) Ability to publish content/posts on the Bank's Social Media platforms.
- 4) Ability to run campaigns and generate corresponding reports.
- 5) Active Postings (at least 30-45 per month) feature for various platforms, e.g., Posts, Stories, Reels, X (Formerly Twitter) Threads, GIFs, Videos, Shorts, and any other format which may arise in the future.
- 6) Active Link-Embedded Photo Posting



- 7) Posting Calls to Action, Segmented Posting, Photo Posting, Questions in Post etc.
- 8) Social Plug-ins on Website Product/Service Pages
- 9) Apply for a Product/Service within Facebook, etc.
- 10) Blogs and Video
- 11) Ability to use for an in-house Command centre.

f) Social Media Tool - Technology Requirements:

The Respondent should deploy their solution and provide their services through an in house environment or using their hardware and software installed at our data centre. The bidder should include all infrastructure requirements including while arriving at the prices:

- 1) Hardware (virtual machines)
- 2) Database
- 3) Operating System, Licenses
- 4) Storage
- 5) Social Listening, Response Management & Publishing Application
- 6) Social Banking [X (Formerly Twitter) / Facebook, etc.] integration capabilities
- 7) Any other application required to meet the RFP requirement
- 8) Integration capabilities with the bank's internal complaint management system/website/chatbot, etc., for automation of the process

Agency has to provide/procure latest version (excluding beta release) of system software's and associated licenses (application, tools, utility, database or any other software required for the solution) and propose/provide/procure the latest hardware's only (either dedicated or shared by ensuring the performance requirement specified, other than the H/W or S/W specially selected in the RFP) with proper AMC / ATS for the proposed Solution / Services. The details of the proposed hardware and software (with associated licenses, either dedicated or shared infrastructure) should be submitted as part of the technical bid. The agency should provide a license for 03 years with free updates, upgrades, and customer support throughout the license period.

g) Digital Asset Management:

- 1) Location Data Management. Centrally manage all branch locations.
- 2) Branch locator and Al-enabled secured landing pages for each branch with auto-optimisation.
- 3) Bank-wise metadata for perfect optimisation.
- 4) Integrated SEO with Al-enabled optimisation for near me searches.
- 5) Automated modules to reflect event/campaign-related announcements to users on pages, as well as to Google.
- 6) Accelerated Mobile Pages implementation to leverage local searches.
- 7) Automated Sitemap submissions on Google/ Bing with the change in location data instantly.
- 8) Facebook Social Timeline with smart keywords.
- 9) Voice Optimised pages.
- 10) Manage Holidays in advance as per your Banking holiday calendar.
- 11) Showcase different branch categories and services with great ease.
- 12) Manage location-wise marketing banner along with localised call to action.
- 13) Online attribution tracking through (UTM) on the bank's website.
- 14) Instagram Feed integration.



h) Hyperlocal SEO

- 1) Define the Target Hyperlocal Area as per the branches
 - Identify the specific regions (e.g., Indira Nagar in Bangalore, Bandra West in Mumbai, Karol Bagh in Delhi).
 - Use exact hyperlocal descriptors (e.g., "Nearest Branch in Indira Nagar").
 - Add:
 - High-quality photos of your business location
 - o Business hours and relevant Phone number
 - Local service areas
- 2) Encourage Google Reviews with area mentions (e.g., "Best banking services in BKC").
- 3) Local Landing Pages (on Website)
 - Include:
 - Hyperlocal keywords
 - Driving directions and Nearby landmarks
 - Testimonials from local customers
- 4) Hyperlocal Keyword Research

Use tools like:

- Google Keyword Planner
- Uber suggest
- SEMrush or Ahrefs
- SEM & CPC

i) Paid Performance Campaigns

To strategize, execute, and optimize performance-driven paid media campaigns across digital platforms to achieve measurable outcomes such as lead generation, conversions, traffic growth, and ROI maximization.

Scope Includes:

- 1) Campaign Planning & Strategy:
 - Audience segmentation and persona development
 - Channel selection (Google Ads, Meta Ads, LinkedIn, YouTube, etc.)
 - Funnel-based campaign architecture (Awareness → Consideration → Conversion)
- 2) Ad Creative and Copy Development:
 - · Design of static, video, carousel, and responsive creatives
 - Conversion-optimized ad copies aligned with platform best practices
- 3) Media Planning & Buying:
 - Budget allocation across platforms and geographies
 - Bidding strategy setup (Manual/Automated CPA, ROAS, etc.)
 - Geo-targeting with a focus on hyperlocal relevance if required
- 4) Campaign Execution:
 - End-to-end campaign setup and launch
 - Custom audience creation (retargeting, lookalike, interest-based)
- 5) Monitoring & Optimization:
 - Daily performance tracking and real-time optimizations
 - A/B testing of creatives, headlines, and call-to-actions
 - Adjustments based on CPC, CTR, CPM, CPA, and ROAS metrics
- 6) Analytics & Reporting:

- Weekly and monthly performance dashboards
- Insights on user behaviour, channel effectiveness, and ROI
- Recommendations for continuous campaign improvement



j) Digital Coverage and Amplification of BTL Activities/Events/Programs through Social Media Channels

Developing social media coverage, engagement, integration and content creation strategies for Bank's various BTL activities, sponsored events and other on-going staff as well as customer engagement activities. Deployment of resource(s) at the place of activity (within Mumbai at no additional cost and outside Mumbai at additional cost) for live coverage and any other kind of online content as per Bank's requirements.

The Agency should have capability of designing tools such as calculators, animation films, mobile or web based application(s), flash presentation(s) etc. as well as Web based Engagement Games for using in microsites or social media brand engagement campaigns.

k) Reports and Insights for the Bank

- 1. Social Media Channel, Content and Campaign Performance
 - 1.1. Channel Performance
 - Channel wise break down of Social Media chatter and online activities on daily basis
 - Monthly reports to analyse effectiveness of the Social Media strategy.
 - 1.2. Content Performance
 - Provide daily metrics of how many people viewed, shared, and liked your content
 - Timing Impact: Agency to analyse and submit a report on most effective times to post content and engage on weekly basis.
 - Geography Identification Geographical areas from where the engagement is coming on the page/ post on weekly basis.
 - 1.3. Campaign Performance (Organic and Paid)
 - Provide weekly performance reports of social media campaigns.
 - Keep a complete track of all campaigns and submit post evaluation reports for each campaign.
 - Campaign Level Report indicating the KPIs, goals and 'targets reached' to be shared via Daily Automated Report/ Weekly/ Monthly/Quarterly Report/Annual Plan.
 - Provide weekly performance reports of paid media campaigns, if executed.

1.4. Response Management

- Daily report on queries received and their response status with aging analysis.
- Market Intelligence Reports (to be enabled within 7 days from signing the agreement, with necessary access controls and approvals from Bank of India is required for tool configuration and access)
- Weekly Analysis Reports with suggestions to enhance the Social Media response and sentiments towards the Bank.

1.5. Regular Reports

- Brand Audit (fortnightly)
 - Conversations and Sentiment Drivers
 - Location, Time, and Impact of Conversations
 - Influencers



- Opportunities and Threats
- 1.6. Competition Intelligence (fortnightly)
 - How people talk about our competitors
 - Positioning in industry/ product area/ topic
- 2. Dashboards for Top Management and various Business Units on brand, product, service, competition, etc. Any complex applications to support or enable better experience for customers that need to be purchased from third-party platforms other than the agency's associate/ subsidiaries, will be paid on actuals, as per the scope defined, subject to the bank's prior approval
- 3. Daily listening reports at specified time as decided by the Bank on various posts received on official brand channels of the Bank, the response posted by multiple levels in the Response Mechanism along with a time and aging analysis, including the pending resolution of previous posts.
- 4. Daily report on the total mentions (positive, negative, neutral), type of posts received i.e. queries, complaints, etc., the responses sent and the TAT analysis.
- 5. Weekly report on end-to-end tracking of the responses and the gaining and response time analysis.
- 6. Biweekly market trend reports on the latest changes in policies/ technologies on Social Media platforms.
- 7. Performance Reports of each post/ campaign to be shared on a daily basis
- 8. Top shared/Liked content to be shared with the bank on a weekly basis.
- 9. Weekly language-wise comment-response reports.
- 10. "T Report" for response management on a daily basis (Bank User wise, Agency User wise, etc.)
- 11. Daily sentiments analysis report (minimum 10 competitors)
- 12. Any other report/ presentation as and when required by the bank.

I) Social Media Compliance and Security

The agency will ensure that the Social Media Services, including the Tool provided, comply with all the rules and regulations prevalent in the country. The Successful Bidder shall undertake that all processes and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity. Agency to provide alerts of various threats/ dynamic risks as and when they appear on Social Media sites, which may be detected in real-time by use of a tool/ software or any other technique, and initiate appropriate actions to protect the Bank from them. Below are some threats that are illustrative but not exhaustive.

- i. Brand and executive impersonations
- ii. Financial frauds, Profanity and Customer attacks
- iii. Scams (Recruitment, Coupons, Lottery, Counterfeit, etc.)
- iv. Piracy and trademark infringement
- v. Viruses
- vi. Phishing and Social engineering
- vii. Data leakage or posting of inappropriate corporate data
- viii. Targeted attacks
- ix. Insider threat
- x. Social account hijacking
- xi. Spamming



m) Service Support

This comprises Technology Platforms, tools, and solutions as defined in the manpower requirements for handling the assignments as per the social media document, not limited to keywords or number of profiles. Includes a dedicated strategy for the Bank. The agency may also require deploying additional resources on site for a task related to Social Media Management/Activity at no extra cost. It also includes on-site training to staff members at the Bank's premises for one week before roll-out of the solution.

n) Technical Integration

The agency to carry out technical integration of system/tools with Banks pages/channels/systems and handing over/taking over of operations/maintenance of Social Media presence of the Bank. The above activity has to be carried out in a planned manner with the concurrence of the Bank without any additional cost. The agency must ensure that the Bank's services are not hampered during the process.

2.5. Performance of The Agency

The Agency shall make delivery and performance of the services in accordance with the time schedule specified by the Bank in its work order or request for social media requirement. It also covers Saturdays/Sundays and other holidays where the Bank may require services. Bank shall not entertain any justification for not working on holidays if required by the Bank in case of exigencies.

In case the services are not made available in the stipulated delivery period, as indicated in the work order or request, the Bank reserves the right either to short close /cancel the work order or request /recover the liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the agency.

Delay by the Agency in the performance of its delivery obligations, shall render the agency liable to imposition of penalty/ termination of the contract for default and any other action viz. black listing/ circulation in industry etc. as it may deem fit.

2.6. Payment Terms

The bank will pay charges for the various services rendered by the agency, as detailed below. This cost must be quoted in the "Commercial Bid" (Form B) by all applicant agencies.

Payment of charges will be made every quarter in arrears after receipt of the bill from the selected bidder, subject to the verification of the service level reports with all necessary documents. Payment will be given by the bank every quarter after deducting the Penalty (if any). Note: Other than the specified line items, no other payment (like H/W, S/W, Third Party Utility, Tools, Licenses, Service or Support Charges, etc.) will be paid by the Bank.

Charges shall be fixed for the entire contract period, and there shall be no escalation due to fluctuation in taxes, foreign currency, or changes in duty structure, or for any other reasons.

However, the impact of a fall in prices, taxes, duties, services, inter-connect charges, or any other external factors like downward movement of foreign exchange rate, etc. would be passed on to the Bank suo moto.



If a Performance Bank Guarantee is not submitted within the stipulated time, a penalty at the rate of 0.10% of the Total Contract Value per week, subject to a maximum of 10% of the contract value, will be levied.

GST, Taxes and levies as applicable will be levied separately and the Bank shall pay the same. However, the payment to agency will be subject to statutory deduction of taxes or other levies, by whatever name called, at source. Bank shall not be liable to pay any other fees or charges, etc., apart from what has been stated above.

If any of the services/activities as mentioned in the commercial bid are not taken up by the Bank during the course of this contract, the Bank shall not pay the professional fees quoted by the Agency in the Commercial Bid against such services/activities.

2.7. Substitution of Project Team Members

The bid should also contain resource planning proposed to be deployed for the project, which includes inter alia, the number of personnel, skill profile of each personnel, duration of employment, etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or if such changes are critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing alternate staff of the same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the bidder during this assignment, besides claiming an amount equal to the contract value as liquidated damages. The Bank reserves the right to insist that the vendor replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of the assignment. The bidder will have to undertake that no such substitution would delay the project timelines.

2.8. Other Projects, Assignments & Charges

The scope of work listed above is a brief list of activities to be undertaken by the selected social media management agency, depending on the requirements of the Bank. Apart from the scope of work, the Bank shall request the agency for carrying out various other projects / works related to Digital Marketing, Creative Content Development & Media and Traditional marketing etc.. The allocation of these projects / works can be based on QCBS (Quality Cost Based Selection) where in selected agency will be called for Technical / Creative presentation and financial bid with equal weightage to both the components.

2.9. Errors and Omissions

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than 1 calendar days prior to the due date of Pre-bid meeting.



2.10. Other Terms

- Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.
- The Agency shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the Bank.
- No incentive other than Cost of Social Media Management shall be payable for social media activity on any media.
- The Bank, may, at any time, by a written order given to the appointed Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications. If any such change causes a major increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.
- Bank reserves the right to exercise the discretion to pay, directly to any of the agency's vendors e.g. Photographer, Film production company etc. whose services would be utilized to implement any of Bank's campaigns or related work.
- The agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Bank will not be a party to any disputes arising out of copyright violation by the agency.
- The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Bank may assist the agency in this regard, wherever possible.
- The agency will at no time resort to plagiarism. Bank will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

2.11. Bidding Documents

Classification: Internal

a. Content of E-Bidding Documents

- The products required, bidding procedures, and contract terms are prescribed in this RFP.
- The bidder shall ensure to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of the Bid.

b. Clarification of Bidding Documents

• The bidder requiring any clarification of the Bidding Document may submit the query in GeM portal within the timeline given by the Bank. Query sent in any other manner will not be answered. A pre-bid meeting will be scheduled on18th August 2025. Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on the GeM portal.



c. Amendment of E-Bidding Documents

- At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective bidder, may modify the Tender Document, by amendment.
- Notification of amendments will be published on the GeM portal and will be binding on all the bidders.
- In order to allow prospective bidders reasonable time in which to consider the amendment in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

2.12. Preparation of Bid

2.12.1. Language of Bid

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

2.12.2. Documents Comprising Pre-Qualifying Bid

- Documents comprising the Bid to be uploaded on GeM portal. Pre-Qualifying Bid should contain the following documents:
 - ✓ EMD and Bid Security declaration as mentioned in the RFP or Valid Certification for waiver of EMD for Micro and Small Enterprises.
 - ✓ Conformity to Eligibility Criteria as per Format (all related letters, references undertaking must be attached in original to avoid disqualification of the bid).
 - ✓ Non-Disclosure Agreement on Rs. 1,000/- stamp paper as per format (Annexure I) and Pre-Integrity Pact on Rs. 1,000/- stamp paper as per format (Annexure Q)

2.12.3. Bid Prices

- The prices indicated in the Price Schedule shall be entered in the following manner:
- ✓ The total price quoted must be inclusive of cost of providing software, licenses, services for installation, (and as per entire scope mentioned in the RFP), testing and commissioning of the solution and support, all applicable costs, taxes, duties, levies, charges, etc. all other applicable charges & taxes, plus cost of incidental services such as transportation, insurance, training etc., but excluding GST (Goods & Services Tax), TCS (Tax Collected at Source) as applicable in respective State.
- ✓ Prices quoted as above shall be valid for a minimum period of 120 days from the date of opening of financial bid.
- ✓ Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and shall not be subject to variation in any circumstances or on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. However, during the contract period, if the market price of services has been on the



lower side, the Bank will request the bidder to revise the rates with mutual consent.

2.12.4. Bid Currencies

Bids are to be quoted in Indian Rupees (INR) only.

2.12.5. Documents establishing the bidder's Eligibility and Qualifications

- The bidder shall furnish, as part of its Bid, documents establishing the bidder's eligibility to Bid and its qualifications to perform the Contract, if its Bid is accepted as per Bid Formats (Forms and Annexures provided)
- The documentary evidence of the bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Bank's satisfaction:
- Documents comprising the Technical Bid should contain the following:
 - ✓ Technical Bid Form and Organizational Profile as per Format (Form B duly signed by the Bidder's Authorized Signatory).
 - ✓ Conformity to Eligibility Criteria as per Form C
 - ✓ Documentary evidence establishing that the products, systems and ancillary services to be supplied by the bidder are eligible products and services.
 - ✓ Non-Disclosure Agreement in stamp paper as per format (Annexure I).
 - ✓ Integrity Pact in stamp paper as per format (Annexure Q)
 - ✓ Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance (Annexure M).
 - ✓ A full description of the Technical Solution and its compliance, which
 must provide an acceptable solution in the form of literature, drawing
 and data.
 - ✓ List of Awards (Annexure R)
 - ✓ List of Clients (Annexure S)
- Additionally, a masked price bid should be kept with the Technical bid along with Bill of Materials as per Format (Form B) listing the components as listed in the Masked Price Schedule without indicating the price in another separate closed / sealed cover. Please note that no price should be mentioned in this format

2.12.6. Bid Security

- EMD of Rs 10,00,000 is applicable in this bid.
- The Bidder shall furnish, as part of its Bid, a Bid Security (EMD) as per format (Annexure K).
- The Bid security/ Bid security declaration is required to protect the Bank against the risk of the Bidder's conduct, which would warrant the security's forfeiture.
- The Bid security shall be denominated in Indian Rupees and shall be:
 A bank guarantee issued by a nationalized public sector/Private bank in India (other than Bank of India), acceptable to the Bank, in the form as per Format (Annexure K) provided in the Bid, valid for one year with twelve months claim period.

OR



Account payee Demand Draft /Pay Orders from any of the Scheduled Commercial / Nationalized banks in India (other than "Bank of India") in an acceptable form favouring "Bank of India" payable at Mumbai.

OR

Online by way of RTGS/NEFT in the Bank's designated Account i.e. "Account No. "01220SUNCR822 Account Name — Estate Dept Collection Account" having IFSC - BKID0000122 (Bank of India, Bandra Kurla Complex Branch).

- The bidder is required to pay the amount as shown on GeM Portal.
- Any Bid not secured, as above, will be rejected by the Bank, as nonresponsive.
- Bid security /bid security declaration will be returned to unsuccessful bidders as promptly as possible within sixty (60) days after awarding the contract.
- The bid security /bid security declaration of successful Bidder will be discharged upon furnishing the Performance Security as per Format (Annexure J).
- The Bid security may be forfeited:
 - a) If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b) If the Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - c) In the case of a successful the Bidder, if the Bidder fails;
 - i. To sign the Contract

2.12.7. Period of Validity of Bids

- Bids shall remain valid for a minimum period of 120 days from the date of opening of the bid. A Bid valid for a shorter period shall be rejected by the Bank as non-responsive.
- In exceptional circumstances, the Bank may solicit the bidders' consent to an extension of the period of validity. The Bid security declaration provided shall also be suitably extended. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without getting the EMD forfeited.
- The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

2.13. Submission of Bids

2.13.1. Uploading of Bids

- The Technical part should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be uploaded along with Eligibility part.
- Tender Fee, bid security declaration, Non-Disclosure Agreement and Pre-Contract Integrity Pact should invariably be uploaded as part of Eligibility. The MSE (Micro and Small Enterprises) Bidder should keep valid MSE (Micro and Small Enterprises) Certificates for relaxation in Bid security declaration as per Government Guidelines.



- The original Pre contract Integrity Pact (on Rs 1,000 stamp paper) and original Non-Disclosure Agreement (on Rs 1,000 stamp paper) should reach us before the last date of bid submission.
- Canvassing of any kind or Bid submitted with false information will be a disqualification.
- Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.

2.13.2. Deadline for Submission of Bids

 Bids must be uploaded at GeM, no later than the date and time specified in the Invitation to Bid. The Bank may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Bank and the bidders, previously subject to the deadline, will thereafter be subject to the deadline as extended.

2.13.3. Modification and Withdrawals of Bid

- The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank before the deadline prescribed for submission of Bids.
- A withdrawal notice may also be sent by email, but must be followed by a signed confirmation copy duly received by Bank officials not later than the deadline for submission of Bids.
- No Bid will be modified after the deadline for submission of Bids.
- Bid cannot be withdrawn in the intervening period between the deadlines for submission of Bid and the expiration of the period of Bid validity specified in the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

2.14. Clarification/ Amendment of Bidding Document

To assist in the examination, evaluation and comparison of bids the bank may, at its discretion, ask the bidder for clarification. The response should be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

2.15. Authorization to Bid

- The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization should sign the bid documents. The designated personnel should be approved by a senior official of the organization having authority, duly supported by copy of Board resolution and Power of Attorney.
- 2) All pages of the bid should be initialled by the person or persons signing the bid.
- 3) Any inter-lineation, erasure, or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.
- 4) All such initials shall be supported by a rubber stamp impression of the Bidder's firm.



5) The proposal must be accompanied by an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the assigned personnel.

2.16. Bid Evaluation

2.16.1. Evaluation of Bids by the Bank

 The bids can be uploaded till the last day of bid submission. After bid submission time, no bids will be entertained. Evaluation process for bids uploaded will be carried out after the submission end date, and the needful information/communication with bidders regarding any clarification will be through the GeM portal/email.

2.16.2. Clarification of Bids

 During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

2.16.3. Evaluation of Offers

 The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

2.16.4. Selection Procedure

- Bank will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of Social Media Management Agency, and negotiations (if any) on various terms and conditions, etc.
- All Proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned as "<u>Eligibility Criteria</u>" of this RFP. The proposals which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection.
- If deemed necessary, Bank may seek clarifications on any aspect from the bidder(s). However, that would not entitle the bidder(s) to change or cause any change in the substances of the bid already submitted.
- All eligible shortlisted agencies will be called for presentation before the Selection Committee. The date for presentation will be intimated to the short listed agencies by Email/Telephone.
- Bank will evaluate only those proposals, which meet the technical eligibility criteria as well as complete and responsive in all respects, for comparison and final selection.
- Bank will follow the two bid system i.e. Technical Bid and Financial Bid. The financial bids of only those agencies shall be opened who are found technically qualified and the qualified agencies shall be intimated by the authorized officer.



2.16.5. Technical evaluation

- The process of evaluation is detailed hereunder:
- All the bids (applications) will be evaluated based on "Eligibility Criteria" mentioned under Para No. 2.3. Bank will short-list those Agencies which are satisfying the eligibility criteria in all respects.
- The short-listed Agencies will be advised to make a presentation to the Evaluation Committee Members on their capabilities, experiences, etc. and showcase their work done for other clients. These Agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for the Bank of India, outlining the Agency's understanding of the bank. The broad (indicative)evaluation criteria for evaluating this presentation are as below:
- Bidders Capability/Marking Methodology: Max Marks 100

SN	Criteria		Max Marks	Scoring Metho	dology
PART -A: AGENCY PROFILE					
1	Years of Experience in Social Media Management (Channel, Content & ORM) (Submit self-declaration on letter head as per Form C and proof of completion of the work from the client or certificate, release order and Invoices for the oldest Client Engagement)		5	No of Years >=7 > 4-6 >2-4 >1-2	<u>Marks</u> 5 4 3 1
2	No of clients and their Retainer ship (Minimum 3 years of retainership) (Submit self-declaration on letter head as per Form C and proof of	BFSI Clients	2.5	No of clients >5 4-5 2-3 1	<u>Marks</u> 2.5 2 1.5
	completion of the work from the client or certificate, release order and invoices for the oldest Client Engagement)	Non- BFSI Clients	2.5	No of Clients >5 4-5 2-3 1	Marks 2.5 2 1.5 1
3	Average Annual Turnover (GAT) for the last 3 consecutive financial years i.e. F.Y. 2020-21, 2021-22 & 2023-24 (as defined in eligibility)		2.5	Average Annual Turnover (Rs in Cr) >=15 12-15 10-12 5-8	Marks 2.5 2 1 0.5



SN	Criteria	Max Marks	Scoring Methodology	
4	Net Worth for the last 3 consecutive financial years i.e. F.Y. 2020-21, 2021-22 & 2023-24 (as defined in eligibility	2.5	Average Net Worth (Rs in Cr) >=15 12-15 10-12 5-8	Marks 2.5 2 1 0.5
5	Social Media Management Capabilities	35	Marks for every item (affirmative) as per Annexure H	
	TOTAL (A)	50		

PART - A: FOR START UPs

1	Years of Experience in Social Media Management (Channel, Content & ORM) (Submit self-declaration on letter head as per Form C and proof of completion of the work from the client or certificate, release order and Invoices for the oldest Client		5	No of Years >=5 >3-4 >1-2 Up to 1	<u>Marks</u> 5 4 3 1
2	Years of Experience in Social Media Online Response Management (ORM) (Submit self-declaration on letter head as per Form C and proof of completion of the work from the client or certificate, release order and invoices for the oldest Client Engagement)		5	No of Years >=5 3-4 1-2 Up to 1	<u>Marks</u> 5 4 3 1
3	retainership) (Submit self-declaration on letter head as per Form C and proof of completion of the work from the client or certificate, release order and invoices for the	BFSI Clients	2.5	No of clients >5 3-5 1-2 Up to 1	Marks 2.5 2 1.5 1
		Non- BFSI Clients	2.5	No of Clients >5 3-5 1-2 Up to 1	<u>Marks</u> 2.5 2 1.5 1



SN	Criteria	Max Marks	Scoring Methodology
4	Social Media Management Capabilities	35	Marks for every item (affirmative) as per Annexure H {Duly signed copy by Authorized Signatory to be given on company's Letterhead. The Bank reserves the right to evaluate the bids on these technical and functional parameters, including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response times, etc. in which the bidder will bear all the travelling/lodging, etc. expenses.}
	TOTAL (A)	50	

PART – B PRESENTATION PARAMETER – Social Media Management & Marketing

S.N	Criteria	Max N	larks	
5	Functional and Operational Capabilities			
6	Past Performance & Credentials			
7	Strategy Presentation for Bank of India on Social Media Management			Subjective Evaluation
8	Crisis Handling in case of Viral Content and Turn Around Time to Manage it			
9	Quality of Team Working for bank of India			
	TOTAL (B)		50	
	TOTAL TECHNICAL MARKS = GRAND TOTAL (PART A + PART B)		100	

Only those bidders and Bids who have been found to be in conformity with the
eligibility terms and conditions during the preliminary evaluation would be taken
up by the Bank for further detailed evaluation. Those Bids that do not qualify the
eligibility criteria and all terms during preliminary examination will not be taken
up for further evaluation.



- The Bank may use the services of external consultants for technical evaluation.
- The Bank reserves the right to evaluate the bids on technical and functional parameters, including visit to inspect live site/s of the bidder and witness demos of the system and verify functionalities, response times, etc. in which the bidder will bear all the travelling/lodging, etc. expenses.
- Bank reserves the right to waive any of the Technical and Functional Specifications during technical evaluation, if in the Bank's opinion it is found to be minor deviation or acceptable deviation.
- The Bill of Materials (with Masked Price Schedule) uploaded along with the Technical Bid will be first evaluated and if the Bank, during the evaluation, deems it fit, may request the bidder to revise the bill of materials submitted originally in the pricing schedule. If the bidder does not agree to revise the same within 5 days from the date of notification to revise the masked price bid submitted, it will be considered non-responsive and accordingly rejected.
- During evaluation of the Bids, the Bank, at its discretion, may ask the bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered or permitted.
- Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.
- Bidder needs to achieve a cutoff technical score of 70% marks i.e. 70 out of 100 in this technical evaluation stage to be qualified for commercial bid opening. Only those Bidders who achieve the specified cutoff scores would be short-listed for Commercial Bid Evaluation. (Details mentioned in Technical Evaluation)
- The Technical Proposal will be evaluated for technical suitability, competence, and proposal to meet the bank's specified requirements. The criteria for evaluation of technical bids are as follows:
 - ✓ In case only one Bidder has a technical score of 75% marks, i.e., 75 out of 100 or more, the Bank may, at its sole discretion, also consider the next highest technical score and qualify such Bidder.
 - ✓ In case none of the participating Bidders qualify on technical criteria and reach or exceed the cut-off score of 75% marks, then the Bank, at its sole discretion, may qualify two Bidders based on the top 2 scores subject to minimum technical score of 60%.
 - ✓ However, the Bank at its sole discretion may reject the proposal of the Bidder or will not consider Bidder below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the site visited are negative or the solution does not meet Bank's technical/functional requirement.

2.16.6. Commercial Bid Evaluation

 Only those bidders whose Technical bids have been found substantially responsive would be intimated by the Bank about their responsiveness and about the revised /updated Technical & Technical Specification (if any) arising out of normalization (if any).



- In case of normalization and/or revision, they would also be advised to submit fresh "Price Bid" which should either be equal to or less than the Prices quoted in the Original Price Bid. The Original and revised price bids as above would then be opened in the presence of the bidder's representatives on a specified date and time to be intimated to the respective bidders. The lower of the two prices quoted by the bidders shall only be reckoned for the purpose of price evaluation.
- The commercial proposals of the shortlisted bidders shall then be opened and evaluated for completeness. If the commercial quote is incomplete, either for not providing a quote for all required services, it shall be presumed that the services shall be provided without any additional cost to the Bank. However, the bank, in its absolute discretion, disqualifies a bidder whose commercial quote is found to be incomplete. Commercial bids submitted by Bidders will be evaluated based on Total Cost of Ownership (TCO). The key considerations of TCO would be the total payouts by the Bank for the entire project through the contract period.

2.16.7. Selection Criteria

- A) The following weightage system shall be incorporated for final selection for Techno Commercial:
 - Technical Evaluation will be allotted weightage of 70%
 - Commercial Evaluation will be allotted weightage of 30%.

Quality and Cost Based Selection (QCBS) Method of Selection of Bidder – (Highest Marks basis (H1)):

On the basis of the combined weightage score for the Technical Evaluation and Commercial Evaluation, the bidder obtaining the Highest Final Score (H1) in evaluation process shall be considered as successful bidder.

A Final Score' will be calculated for all the qualified respondents using formula given below:

Formula and Calculation:

Financial bid of the shortlisted bidder quoting the lowest amount of price bid will be given a financial score of 100 and other bids will be given financial score that are inversely proportional to their quoted price bid. Similarly, technical bid of the bidders having obtained highest marks will be given technical score of 100 and other bids will be given technical score inversely proportional to the marks obtained by them.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weightage score for quality and cost, the bidders shall be ranked in terms of the total score obtained.

The bidder obtaining the highest total combined score in evaluation of cost and quality will be ranked as H1 followed by the bidders securing lesser marks as H2, H3 etc. The bidder securing the highest combined score and ranked as H1 will be selected and appointed at the price bid quoted by them.



The formula for working out the combined score will be as under:

Total scores = $T(w) \times T(s) + F(w) \times F(s)$

T (w) stands for weightage for Technical score i,e 0.7

T-(s)-stands for Technical score evaluated-as mentioned above

F (w) stands for weightage for Financial score i,e 0.3

F(s) stands for financial score evaluated as mentioned above

Example: An example to clarify the matter is produced below. Suppose, there are three bidders (A, B & C) qualified based on the marks received on technical parameters and percentage of fees quoted by them are as under—

Bidder Name	Marks obtained in Technical Bid	Price Bid Amount
Α	80	6
В	70	2
С	75	3

For the purpose of evaluation, the three bidders will be given scores as under

Bidder Name	Technical Score	Financial Score
Α	100	33.33
В	87.5	100
С	93.75	66.67

Total Score of the bidder will be as under:

 $A = 0.7 \times 100 + 0.3 \times 33.33 = 79.99 (H3)$

 $B = 0.7 \times 87.5 + 0.3 \times 100 = 91.25 (H1)$

 $C = 0.7 \times 93.75 + 0.3 \times 66.67 = 85.62 (H2)$

Thus, Bidder 'B' will be the successful bidder in this case

Note: Decimal up to two places to be considered for marks

- 1) Quote should be in strict conformity with the format as given in Form B.
- 2) Price/ Commercial/ Financial Bid of the tenderers declared technically eligible will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- 3) The Tender Accepting Authority may ask any of the tenderers to submit an analysis to justify the rate quoted by that tenderer.
- 4) Price/ Commercial/ Financial bid submitted in any other format or after altering the original format, will be summarily rejected.
- 5) The price offered shall be on a fixed price basis inclusive of all taxes but excluding GST, as applicable, for a period of 36 months, subject to annual review with an option to the Bank to renew the contract for a further period of 24 months (total 60 months) and should not be linked to the foreign exchange or any other variable. The prices offered should be inclusive of these phases: Installation, Integration, Implementation, Customization, Training to the Bank's staff, and Routine Management of the Social Media Pages.
- 6) The price offered shall be for 36 months from the award of the contract. In case the contract is renewed after expiry of 36 months at annual intervals, the fee will be arrived at mutually agreeable rates with a 6 % maximum hike in the earlier agreeable price.
- 7) Refusal/ failure to commit to the Implementation of Social Media Management



- services as per the terms of the Project Document shall result in the disqualification of the Respondent from this process as well as future procurements of the Bank.
- 8) Penalty clause to be incorporated

2.17. Taxes and Duties underprice composition

- 1) The prices should be inclusive of all applicable charges but exclusive of GST (CGST/SGST/IGST), which will be payable at actual. Any upward/downward change in GST, if any, will be to the account of the Bank. The bidder has to show the bifurcation/details of applicable GST (CGST/SGST/IGST) in every invoice.
- 2) Income / Corporate Taxes in India: The Bidder/supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India, and the Price/Commercial/Financial bid by the Bidder/supplier shall include all such taxes in the contract rate.
- 3) Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Bidder/supplier. The remittance of amounts so deducted and issuance of a certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder/supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder/supplier in respect of this contract.
- 4) The supplier/Bidder shall comply with all the statutory obligations of the Government of India / State Governments/ labour laws, and local authorities applicable, and the Bank shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Supplier / Bidder.
- 5) The successful bidder will have to execute a Service Level Agreement (SLA) upon selection. The Agreement shall be executed at the Head Office, and the stamp duty shall be payable under the laws of the respective states, where the Agreement is executed. All the expenses towards the execution of the Agreement and stamp duty shall be borne by the bidder.

2.18. Consortium

- 1) The bidder may have a tie-up with other consultancy services providing firms as consortium partners for delivering end-to-end services as required under this RFP.
- 2) Bidder can have a maximum of two consortium partners.
- 3) Bidder should have a back-to-back agreement with consortium partners during the currency of the contract to ensure that the end-to-end consultancy services proposed as per this RFP are provided as a turnkey service.
- 4) Consortium partner should not participate in a capacity as a Bidder or as a consortium partner for more than one Bidder under this RFP.
- 5) The Bidder should have access to the source code to customize the Social Media Software as per the Bank's needs. The service provider should have a business relationship of at least 3 years with a back-to-back agreement with the Software provider, and also provide a copy of the contract to the bank that explicitly mentions the service provider's access to the source code.
- 6) The Service Provider preferably should have served or be serving at least one Schedule Commercial Bank or NBFC of employee strength at least 50,000, where their combination of software and services has been deployed.
- 7) The Bank reserves the right to inspect the Software while evaluating the Technical Bid.



2.19. Eligible Products and Services

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

2.20. Cost of Bidding

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

2.21. Performance Guarantee

- 1) Successful bidder/s shall submit a Performance Guarantee of 5.0% of the total contract value through NEFT/RTGS. The Performance Guarantee has to be submitted within 21 days of receipt of letter of intent from the Bank. EMD will be treated as part of Performance Bank guarantee. Upon awarding the work order, this EMD money & Performance Bank Guarantee amount shall collectively be kept with Bank as security deposit till completion of work order and 3 months thereafter. Bank shall not pay any interest on the EMD amount & Performance Guarantee amount.
- 2) Please note that successful bidder/s having registration under MSE will also have to submit the Performance Bank Guarantee amount.
- 3) In case of extension of contract, the successful bidder has to extend the Bank guarantee for the extended period (exceeding three months of the contract) as per stipulation in the Service Level Agreement.
- 4) In case vendor fails to perform the contract, Bank shall invoke the Bank Performance Guarantee to recover penalty/ liquidated damages.

2.22. Subcontracts

Classification: Internal

The Agency as and when required may subcontract the work provided with prior permission from the Bank. The Agency shall be solely responsible for the performance of sub-contractors appointed by it and also their remuneration.

2.23. Opening and Evaluation of Bids

- 1) Technical Bid will be opened by the Tender Inviting Authority or his authorised representatives electronically as informed in the GeM portal.
- 2) Decrypted (transformed into biddable format) documents of the statutory and non statutory Covers will be downloaded for the purpose of evaluation.

2.23.1 **Preliminary Examination**

- 1) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- 2) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document



- without any deviations.
- 3) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 4) If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 5) The Bank is not responsible for any technical error while submitting the bid on-line.
- 6) The Bank reserves the right to the following:
 - To modify the terms & conditions and specifications detailed in the NIT and also to obtain revised prices from the bidders with regard to such changes.
 - ii) Canvassing of any kind will not only invite disqualification but also will debar the Bidder from future participation in the tendering process.
 - iii) During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false/incorrect information the bid will be rejected summarily by the bank.
 - iv) Bidder has to comply with all terms and conditions as mentioned in this NIT document. Bids not conforming to the requirements of the NIT may not be considered by the Bank. However, the Bank reserves the right, at any time, to waive any of the requirements of the NIT, if in the sole discretion of the Bank, the best interest of the Bank be served by such waiver.
 - v) The NIT and all supporting documents are the sole property of the Bank and violation of this will be a breach of trust and Bank would be free to initiate any action deemed appropriate. The proposal and all supporting documentation submitted by bidders shall become the property of the Bank.

2.23.2 No Erasers or Alterations

- 1) There should be no significant hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the forms using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable to the Bank. The Bank may treat offers not adhering to these guidelines as unacceptable.
- 2) The offer should be complete and self-contained in all respects and avoid cross referencing other offers from the same vendor.

2.24. Contacting the Bank

- 1) No bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price/Commercial/Financial bid to the time the contract is awarded.
- 2) Any effort by a bidder to influence the Bank in evaluation of the bid, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all the parties

2.25. Rejection of Bid

The Bid is liable to be rejected if:

- 1) The document does not bear signature of authorized person in each page and duly stamped.
- 2) It is not submitted in the prescribed format, Incomplete &/or not containing



- sufficient information including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Notice Inviting Tender (NIT), are liable for rejection by the Bank.
- 3) It is evasive or contains incorrect information.
- 4) Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. is made.
- 5) It does not comply with all the points mentioned in the scope of work. Non-compliance of any NIT clause will lead to rejection of the bid.
- 6) Non submission of Tender fee, bid security/EMD and Integrity Pact (on plain bond paper) signed by authorized signatory in physical form.

2.26. Bank's Right to Accept or Reject any Bid or All Bids

- The Bank reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders, or any obligation to inform the affected the bidder or the bidders of the grounds for the Bank's action.
- 2) After identification of H1 bidder, the Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award to H1.

2.27. Fraud & Corrupt Practices

- 1) The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/ coercive/ undesirable or restrictive practices in the Bidding Process.
- 2) Without prejudice to the rights of the Bank, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the Bidding Process, such Bidder shall not be eligible to participate in any NIT issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- 3) For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the Bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of



the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project.

- ii) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
- iii) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- iv) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

2.28 Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the Price/ Commercial/ Financial bid. Failure to do so will make the bid liable to be rejected.

2.29. Award of Selection/ Contract

Bank of India shall consider selection of Agency, whose offer has been found technically, commercially and financially acceptable and evaluated as the most suitable by Bank of India. Selected Agency will have to enter into an agreement with Bank of India.

2.30. Post-qualification

- All the bids, after their evaluation on the parameters mentioned above, would be arranged in ascending order and the H1 bidder would be identified as one successful bidder.
- 2) If H1 Bidder fails to execute the order, the Bank will be free to award the contract to H2 Bidder at the rate of H1 bidder multiplied by the percentile of technical score in the Technical Evaluation (parameters) or the rate of H2 whichever is less.
- 3) In case, H2 bidder is not to able to match H1 price or ready to execute the contract, the next highest bidder(H3) will be invited at the rate of H1 bidder multiplied by the percentile of technical score in the Technical Evaluation (parameters) or the rate of H2 whichever is less. This process will continue until a bidder is finalized by the bank.

2.31. Notification of Award

Classification: Internal

1) Prior to expiration of the period of bid validity, the Bank will notify the successful bidder in writing or on GeM portal, that its Bid has been accepted.



- 2) The notification of award will constitute the formation of the Contract.
- 3) Upon the successful bidder's furnishing of Performance Security, the Bank will promptly notify each unsuccessful the bidder and will discharge its Bid security.

2.32. Signing of Contract

- The successful bidder shall execute the Service Level Agreement including Confidentiality / Non-Disclosure Agreement (NDA) with the Bank. RFP/ NIT document and corrigendum will be the part of the contract.
- 2) The successful bidder shall execute the SLA and NDA within 10 days' receipt of letter of intent from the Bank or within such extended period as may be permitted by the Bank on the basis of Tender Document, the tender of the successful bidder, the letter of acceptance and with such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the vender.
- 3) Payment will not be released in the absence of above signed agreement. SLA and NDA will be executed at the Head Office of the Bank.

3. Terms and Conditions of Contract (TCC)

3.1. Definitions

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

- "Solution" means revamped/redesigned social media presence, all services, software, database, third party utilities, middleware, etc. all hardware/cloud based solution as proposed by the agency, all seamlessly integrated to work together to meet the Technical and functional requirements of the Bank as per this document.
- 2) "Agency" is the successful Bidder who has been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the highest evaluated Bid.
- 3) "The Contract" means the agreement entered into between the Bank and the Bidder as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein:
- 4) "The Contract Price" means the price payable to the agency under the Contract for the full and proper performance of its contractual obligations;
- 5) "The Product" means software or soft wares, all hardware, database, middleware, operating systems and/or other materials which the agency is required to supply to the Bank under the Contract;
- 6) "The Services" means those services for social media management, such as creative, ideation, publishing, campaign planning, moderating, responding, liaising with Bank, monitoring, training, Maintenance and other such obligations of the Supplier covered under the Contract;
- 7) "TCC" means the Terms and Conditions of Contract contained in this section;
- 8) "System" means a Computer System consisting of all Hardware, Software, solutions, etc., which should work together to provide the services as mentioned in the Bid and to satisfy the Technical and Functional Specifications mentioned in the Bid.



9) "Software" means Application/System software and other third party utilities, which will seamlessly integrate with the environment described in this document without any hitch or hindrance.

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

3.2 Standards

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

3.3. Training and Manuals

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

3.4. Warranty and Maintenance Service

The minimum warranty period shall be the period of 36 months for solution using for ORM. The Supplier shall, in addition, comply with the performance guarantees specified under the Contract.

- 1) The Supplier shall provide free maintenance services during the period of warranty for any upgradation of software/solution
- 2) During Warranty Period, agency guarantees on monthly basis an Uptime of 99 % on monthly basis for the Social media software, with a MTBF (Mean Time between Failures) of 30 days (monthly). Accordingly, it is expected that necessary redundancy is built into the proposed solution for all critical components.
- 3) Any updation during warranty period should be done free of cost.
- 4) Any bugs in such software shall be rectified free of cost.
- 5) Any requirements changes/modifications required by bank will have to be carried out by the identified vendor.



3.5. Liquidated Damages

If the Service provider fails to perform the Services within the time period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct as liquidated damages, a sum equivalent to 0.5 % per week of total contract price subject to maximum of 10%.

3.6. Right to Audit

- 1) The Selected Bidder (Service Provider) shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 2) Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 3) Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

3.7. Cancellation of Order / Termination of Contract

Classification: Internal

1) Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events Bank shall terminate this assignment or cancel any particular order if Vendor:



- breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30)
 Working Days after Bank gives written notice; or
- failure by Vendor to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service
- Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of sub-standard materials/ services.
- Delay in delivery / installation / commissioning of services.
- This Tender or subsequent Agreement shall be deemed to have been terminated by either
- Party one day prior to the happening of the following events of default:
- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such selection / appointment continues for a period of twenty-one (21) days;
- 2) The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or The Other Party becomes the subject of a court order for its winding up.
- 3) Notwithstanding above, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 30 days prior notice in writing.
- 4) In the event, the Bank terminates the contract in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Agency of its choice, by giving one month's notice and in that eventuality the Agency is bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.
- 5) Delivery of the solution and performance of the services shall be made by the selected bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP / Contract. Any delay in performing the obligation / defect in performance by the consultant may result in imposition of liquidated damages.
- 6) If the selected bidder fails to perform services within the stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalty, a sum equivalent to 5% of the Annual Retainer Fee for delay by a fortnight or part thereof maximum up to 25% of Annual Retainer Fee. Once the maximum is reached,
- 7) Bank of India may consider termination of Contract pursuant to the conditions of contract.

3.8. Payment and Penalty

Payment shall be made in Indian Rupees for delivering, installing and commissioning the Services from the Bidder on monthly basis providing satisfactory



services as per the contract and providing documentary proof of the services rendered.

For all the payments to be made against bank guarantees, the bank guarantees shall be issued by a nationalized / public sector bank in India (other than Bank of India), acceptable to the Bank.

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

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

3.9. Termination for Convenience

The Bank, by written one-month notice sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.

3.10. Termination for Non-Performance and not Meeting SLA

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

3.11. Exit from Contract

Classification: Internal

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



3.12. Software

The Supplier is responsible for all maintenance and running of Software / Solution using for social media management. The Supplier will test all system operations and accomplish all adjustments necessary for successful and continuous operation of the software for smooth operation.

3.13. Powers to Vary or Omit Work

- 1) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank.
- 2) The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carryout any such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. Any suggested variations if implemented, would, in the opinion of the finally selected bidder, prevent them from fulfilling any of his obligations under the contract, the bidder shall notify the Bank thereof in writing with reasons for holding such opinion and Bank may instruct the successful bidder to make such other modified variation without prejudice to the contract.
- 3) The finally selected bidder shall carry out such variation and be bound by same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms the concerned bidder's instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable commercial implications.
- 4) Any agreed difference in cost occasioned by such variation may be added to or deducted from the value of the contract as the case may be.
- 5) In any case where the successful bidder has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidder involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 6) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

3.14. Assignments

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



3.15. General Conditions

Classification: Internal

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

3.16. Ownership of Intellectual Property Right

- All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with Bank of India unless otherwise stated explicitly & agreed by Bank of India at the time of accepting the layout. The agency shall indemnify Bank of India against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/ compensation, out of pocket expenses etc. incurred by Bank of India.
- 2) The selected Agency at its own cost will defend or settle any claim against Bank of India to the effect that the selected Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- 3) In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the Bank any of the cost already paid to the Agency or any other loss that might be incurred by the Bank.
- 4) Bank of India through its authorized officials shall have right to inspect the services regarding conduct of Social Media Management services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- 5) Bank of India reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with Bank of India
- 6) Bank of India reserves the right to blacklist an agency for a suitable period in case the agency fails to honor its bid without sufficient grounds and circulate its names to IBA, RBI and other peer banks.
- 7) The Selected Agency shall ensure secrecy of Social Media Management related brief, other data which is shared, its findings & recommendations etc.
- 8) The selected Agency shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible.
- 9) In case Bank of India desires, the advertisement or other services to be published/broadcasted in any other regional languages, translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.
- 10) It shall be obligatory on the part of agency to share the sources of secondary data, primary data, Bank of India interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.



11) Models / actors /influencers, etc. used for Bank of India for campaigns, individual ads, etc. will be selected by the Bank.

3.17. Indemnity

- 1) The Agency shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees), etc. relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
- 2) Bank's authorized / bona fide use of the deliverables and /or the services provided by Agency under this assignment; and/or
- 3) Negligence or willful misconduct of the agency and/or its employees, agents, subcontractors in performance of the obligations under this assignment; and/or
- 4) Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Agency, against the Bank; and/or
- 5) Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Agency to its employees, its agents, contractors and subcontractors. Or
- 6) Breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the agency under this assignment; and/or
- 7) Breach of confidentiality obligations of the Agency; and/or
- 8) Any or all deliverables or services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;
- 9) Bank shall notify the Agency in writing as and when the Bank becomes aware of the claim, and shall co-operate with the Agency in the defense and settlement of the claims.
- 10) The Agency shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the Agency with the assistance, information and authority reasonably necessary to perform the above.
- 11) In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the agency under this assignment. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

3.18. Settlement of Disputes

- The Bank and the agency shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers /directors of the Bank and the agency, any disagreement or dispute arising between them under or in connection with the contract.
- 2) If the Bank team / executives and agency project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the agency and Bank respectively.
- 3) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the agency and Bank, the Bank and the agency have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.



4) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the respective parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets. Each party shall bear its own cost of preparing and presenting its case and their respective arbitrator. The cost of Third Arbitrator including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the arbitrator.

3.19. Governing Laws

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

3.20. Conflict of Interest

- 1) Bank of India requires that Agencies provide professional, objective and impartial services and at all times hold Bank's interests' paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/consideration for award of any future assignment(s) from Bank.
- 2) Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Bank of India, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Agencies during bidding process or the termination of its Agreement during execution of assignment. Employees of Bank of India shall not work as, for or be a part of the firm/company or Agency(ies). Similarly, employees of the agency shall not have any right of employment in the Bank.

3.21. Service Level Agreement

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



3.22. Bank of India Reserves the Right to:

- 1) To accept or reject any or all the proposals;
- 2) Cancel the RFP process at any time without assigning any reasons thereof, and may Re-issue the RFP, if cancelled
- 3) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- 4) Extend the time and mode for submission of all proposals
- 5) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- 6) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- 7) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- 8) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- 9) Modify the quantity or any specifications related to eligibility or technicalities.
- 10) No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.
- 11) The selection does not guarantee any minimum business.
- 12) The Agency is expected to be sincere and prompt in responding to the call of Bank. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agency should be able to execute order at short notices and even on holidays.
- 13) The rates approved by Bank shall be treated as final. In case of any revision thereof for whatever reasons, the Agency shall intimate the same to Bank immediately and seek fresh approval.
- 14) Bank of India reserves the right to invite agencies outside the empaneled agencies, in cases it is deemed fit to do so or if the empaneled agency is unable to meet the expectations of the bank.

3.23. No Liability

- 1) All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.
- 2) Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement. Under no circumstances BOI shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if the Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- 3) Subject to any law to the contrary, and to the maximum extent permitted by law



- neither parties shall be liable to other for any consequential/incidental, or indirect damages arising out of this agreement.
- 4) The selected bidder will be solely responsible to the code of conduct of its staff deployed for servicing the Bank's clients. Bank will not be held responsible for any lapse in service or any fraudulent or mala-fide activity undertaken by them and the selected bidder shall indemnify the Bank for any loss / expenses incurred by Bank/ its clients in any such event

3.24. No Legal Relationship

No binding legal relationship will exist between any of the Recipients and the Bank until execution of a contractual agreement to full satisfaction of the Bank.

3.25. Covenants of the Service Provider:

- 1) It is duly incorporated, validly existing and in good standing under as per the laws. It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions of this assignment by vender and the performance of its obligations under this project are duly authorized and approved by all necessary action and no other action on the part of vender is necessary to authorize the execution, delivery and performance under an Agreement. The agency shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement. The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of Bank:
- ✓ The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by Bank; or
- ✓ The engagement or provision of the services by any particular employee is prejudicial to the interests of Bank.
- 2) Shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- 3) Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- 4) Shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel who are working in the premises of bank.
- 5) Shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOI and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BOI.
- 6) Shall regularly provide updates to BOI with respect to the provision of the services and shall meet with the personnel designated by BOI to discuss and review its performance at such intervals as may be agreed between the Parties.
- 7) Shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and
- 8) Shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy



- applicable to it from time to time, including records and returns as applicable under labour legislations.
- 9) Shall not violate any proprietary and intellectual property rights of BOI or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- 10) Shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as specified by bank from time to time.
- 11) Shall not work in a manner which, in the reasonable opinion of Bank, may be detrimental to the interests of BOI and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.

3.26. Contacting Bank of India

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

3.27. Prevention of Corrupt and Fraudulent Practices:

- 1) As per Central Vigilance Commission (CVC) directives, it is required that every participating bidder required to signed an integrity pact as per the Annexure Q of this RFP.
- 2) Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- 3) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 4) The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 5) The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.28. Data Privacy & Security

- 1) Agency will apply required Data privacy and security controls for a given social media site/platform and regularly monitor the same.
- 2) Only licensed APIs should be configured with the tool/solution.
- 3) The agency will implement organizational and technical measures to ensure that the data is secure and is immune to any fraudulent activity. In case of any such



leak /breach of data, the claim arising due to legal, financial and other consequences will be borne by the firm/agency.

3.29. Data Protection

- No Personally Identifiable Information about an individual (password, financial information, physical, physiological, mental health condition, sexual orientation, medical records and history, biometric information, etc.), with or without consent of the said individual to be shared / disclosed directly or indirectly.
- 2) No confidential information about the bank, its employees, partners, clients, suppliers, service providers, or any other organization to be shared / disclosed directly or indirectly.

3.30. Data Confidentiality

- 1) The Agency shall maintain confidentiality of the data provided to them or generated while providing services. Under no circumstances the Agency will divulge/reveal/share such data for the purpose other than specified for meeting the Bank's requirements. Any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of the Agency's services from the Bank. The decision of the Bank shall be final in this regard and binding on the Agency.
- 2) The Agency shall, at all times regard, preserve, maintain and keep as secret all Confidential Information and Confidential Materials of the Bank.
- 3) The confidentiality obligations shall survive even after the expiry or termination of the Agreement between the Agency and the Bank.
- 4) Agency shall be able to isolate and clearly identify the bank's customer information, documents, records, and assets to protect the confidentiality of information. In instances if agency is acting as an agent for multiple banks, agency to develop rigorous safeguards to ensure no comingling of information, documents, records, and assets.

3.31. Compliance with Information Security Policy

The agency should comply with Bank's Information Security (IS) policy in an ongoing basis in key concern areas relevant to the RFP. Some of the key areas are as under:

- 1) Confidentiality, privacy and security for data gained as a result of having access to the Bank's internal system, software and other administration should be maintained.
- 2) Physical security of the facilities.
- 3) Data Breach Incident response and reporting procedures.
- 4) Data Encryption/ Protection requirement of the Bank.

3.32. Certifications & Data Security Accreditations

 Agency to submit documentary proof showcasing that security features of Tool/Solution conform to industry standards including Information Technology Act 2000, Information Technology Rules 2011, Aadhaar (Data Security Regulations) 2016 (UIDAI Guidelines - If Aadhaar is used in any manner as part of the solution), GDPR, ISO 27000, ISO/IEC 27001:2017, ISO 27018, The Digital



- Personal Data Protection Act,23 etc.
- All aspects of Data Security/ Data Privacy and confidentiality of Bank and its customers is to be complied as per RBI, MeiTY and Bank's guidelines without fail and as advised by Bank time to time without any additional cost.
- 3) Agency will be responsible for archival and storage of all the Data related to content/ Images/ Videos / Response / Reports and other data. The archive set-up should have Data backup/ storage /archival and retention.
- 4) Preservation of Data and Documents by the agency in accordance with legal/regulatory obligation of the bank.
- 5) The software and services may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the bidder within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Bidder will be recovered from the Bidder.
- 6) Upon cancellation / maturity of the SLA, the service provider shall handover all archival and stored data to Bank and should not store at agency level without consent of Bank.
- 7) The bidder shall have to comply with Bank's Corporate Information Security policy in key concern areas relevant to the project and the bidder shall ensure that during various phases of implementation and performance, security is not compromised. Some of the key areas are as under:
 - Responsibilities for data and application privacy and confidentiality.
 - Responsibilities on system and software access control and administration.
 - Custodial responsibilities for data, software, hardware and other assets of Bank being managed by or assigned to the bidder.
 - Incident response and reporting procedures
 - Password Policy.
 - Access management Policy.
 - Acceptable usage Policy (Authentication and Identity Management, Authorization and access control).
 - Data Encryption / Protection requirements of Bank.
 - Cyber Information Security Policy
 - Auditing.
 - In general, confidentiality, integrity and availability, non-repudiation, authenticity, privacy of data/information must be ensured.
 - Responsibilities in carrying out background verify.

3.33. Adherence to the Cyber Security Policy

- 1) The bidder shall be liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. Bank may share the relevant IT /Information Security/ Cyber Security Policy with the bidder.
- 2) The bidder should be aware about Bank's IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the Bank's data including process performed at the Bank premises.
- 3) The bidder shall comply with the legal and regulatory requirements, including data protection, intellectual property rights, copy right and all the relevant regulations.
- 4) All information /resources (online/in-person) of the bidder and its partners/sub-



- contractor/agent shall be made accessible to Reserve Bank of India as and when sought.
- 5) The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of bidder/outsourcing activities and the bidder shall ensure to support baseline system security configuration standards.

3.34. Confidentiality

- 1) The Company agrees and acknowledges that in the course of performing their obligations under this Agreement, the Company shall be exposed to or acquire Confidential Information of the Bank or its customers/clients. The Company understands and acknowledges that it will be given access to such Confidential Information solely as a consequence of and pursuant to this Agreement
- 2) The Company will, at all times, maintain confidentiality of the Confidential Information and of this Agreement, Information of Bank including of the Bank's Customer, any business, technical, financial information / data or any other information disclosed or accessible to the Company for this project whether at the time of disclosure, designated in writing as confidential or not.
- 3) The Company agrees to keep in confidence and not disclose to any third party and all Confidential Information available to the Company and whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. The Company agrees that it shall not use, nor reproduce for use in any way, any Confidential Information of the Bank except to the extent required to fulfil its obligations under the Agreement. The Company agrees to protect the Confidential Information of the Bank with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.
- 4) The Company shall also ensure that its officials/employees and if Company is permitted by the Bank in writing to assign, delegate or hire another person to assist it in the performance of its obligations under this Agreement, such person also shall maintain the confidentiality of the Confidential Information in the same manner as the Company is bound to maintain the confidentiality.
- 5) The provisions of this Article shall survive notwithstanding the expiration or termination of this Agreement for any reason whatsoever.
- 6) The bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.
- 7) The bidder acknowledges that Bank's business data and other proprietary information or materials, whether developed by Bank or being used by Bank pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Bank; and The bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by the bidder to protect its own proprietary information. The bidder recognizes that the goodwill of the Bank depends, among other things, upon the bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by the bidder could cause damage to the Bank. By reason of The bidder's duties and obligations hereunder, the bidder may come into possession of such proprietary information, even though



the bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. The bidder shall use such information only for the purpose of performing the Services.

- 8) The bidder shall, upon termination of this Contract for any reason, or upon demand by the Bank, whichever is earliest, return any and all information provided to the bidder by The Bank, including any copies or reproductions, both hardcopy and electronic.
- 9) The bidder shall provide certificate/assurance from application providers/OEM (IF ANY) s that the application is free from embedded malicious / fraudulent code.
- 10) The bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the Bank arising due to activation of any such embedded malware / malicious code. The bidder shall further supply a certificate to the Bank in the form Appended herewith. The bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.
- 11) The bidder shall abide by the Corporate Information Security Policy of the Bank (as amended from time to time), IT and Cyber policies, internal guidelines, regulatory standards and countrywide regulations and laws from time to time, which will be shared by the Bank with the Successful bidder on need to know basis. The Successful bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the CISP at all times.
- 12) The bidder shall submit the background verification and provide the training on information security awareness for their employees, in the case of deputing them to work in Bank premises.
- 13) The bidder shall provide the DC/DR support for the application / servers hosted on behalf of the Bank and the same to be in line with respect to the Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of Bank's Business Continuity Policy (BCP).

3.35. Non-Disclosure Agreement

The selected agency shall execute a Non-Disclosure Agreement (NDA). The selected agency shall execute the agreement within two months from the date of acceptance of letter of appointment or as intimated by the Bank. The all the expenses related to execution of the document such as The applicable stamp duty and registration charges if any shall be borne by the agency.

By virtue of RFP process and its implementation thereof, the applicant may have access to the confidential information and data of the Bank and its customers.

- That the applicant will maintain confidentiality and shall not disclose to any third party. The applicant will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the information.
- That the applicant will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the applicant will also agree to protect the confidential information of the Bank



with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the applicant shall use reasonable efforts to advise the Bank immediately in the event that the applicant learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the applicant, and will reasonably cooperate in seeking injunctive relieve against any such person.

• That the applicant will strictly maintain the secrecy of Bank's data.



4. BID FORMATS AND ANNEXURES

Form A: Particulars for Appointment of Social Media Management Agency Technical Bid (To be submitted by Social Media Management agency on their letter heads)

The General Manager, Publicity & PR Department, Bank of India, Star House 2, 7th Floor, C – 5, G Block, BKC, Bandra (East), Mumbai – 400 051

Dear Sir/Madam,

We hereby offer to submit our request for Appointment of Social Media Management Agency of the Bank of India as per Reference Ref: HO/P&PR(SM &DM)/DG/2025-26/184 for "APPOINTMENT OF SOCIAL MEDIA MANAGEMENT AGENCY". We unconditionally agree to abide by the Terms & Conditions specified therein. As per the terms & conditions we have made Online transfer of Rs.10,00,000/- (Rupees Ten Lakh Only) towards Earnest Money Deposit (EMD) & Rs 10,000/- (Rupees Ten thousand only) towards Non Refundable Cost of application fees in favor of Bank of India payable.

Our brief profile is as under:

S No	Parameters	Parai	neters Particular	s/Description	
1	Name & Address of the				
	Agency/ Firm				
	(Details of Tel. Fax, Email)				
2	Constitution of the Agency/				
	Firm (Proprietorship /				
	Partnership / Joint venture or				
	registered under Companies				
	Act enclose necessary				
	documentary proofs)				
3	Date of Establishment				
4	Details of Statutory	SN	Registration for	Registration	Date of
	registrations of the			No	Registration
	Agency/Firm (attach copies)	1	PAN		
		2	GST		
		3	RoC		
		4	Shop &		
			Establishment		
		5	Other		
5	Name of Proprietor/Partners				
	/ Directors of the Agency/				
	Firm				



6	Details of 3 key functional personnel of the Agency/Firm											
7	Financials of the Agency/		iculars	2021	-22	20)22-2	3	20)23-24		
	firm for the last 3 years		over									
	(mention Rs. in crores,		Profit									
	enclose auditor's certificate for the same)	Net-	worth									
8	Present Banker of the	Sr	Name	of Rai	nk	Brand	rh &	Δο	COLI	nt		
	Agency/ Firm (attach statement of each account for last 6 months)	No	Name	OI Dai		Addre			count umber			
	Torridot o monthloy											
9	Employees Details	Emp					Work Exp. in Social Media Mgmt					
		Social Marketing/ Media Strategies										
		Social Media Planner										
			nt servic									
		Creative / content Data Analytics										
10	Details of work sample, if any	Dala	Anaiyu	CS								
11	Organisation chart											
	(Use separate sheet to create the chart)											
12	Industry recognitions/awards/ accolades won during last three years. (attach copy of certificates as enclosure)											
13	List of BSE/NSE Listed corporates.	Sr No	Client/ Firm	of	me	Pho	ne	BSE NSE		Empanel ed/		
	(contact details will be used for checking references)		Name		ntact rson	tact son				engaged since		
14	List of the existing BFSI clients (contact details will be used for checking references)	Sr Name of Name of Client/Firm contact person		Pho	one	er	mpaneled/ igaged nce					
15	List of the BFSI clients acquired in the past (contact details will be used for checking references)	Sr Name of Name of Client/Firm contact person		No Client/Firm contact		No Client/Firm contact		n contact		ne	d/	mpanele engaged nce



16	List of the existing Non BFSI clients (contact details will be used for checking references)	Sr No	Name of Client/Firm	Name of contact person	Phon	e Empaneled/ engaged since
17	List of the BFSI clients acquired in the past (as per format given) (contact details will be used for checking references)	Sr No	Name of Client/Firm	Name of contact person	Phon	e Empaneled/ engaged since
18	Details regarding litigations Agency / Firm has (Annexure D)	Sr No	Other party of litigation / Dept./court			Agency/Firm status (Applicant / Respondent)
19	Tools used in day-to-day operations (mention all research, analytics, lead capture any other innovation tools used in daily operations)					
20	If Agency/ Firm is maintaining own website, its URL					
21	Provide past case studies in which the agency has executed the mentioned details for any of their clients:	•	reducing CF Lead analy quality	ng Innovator of median PL/CPA sis and a with tradition ity measures ategy	budg ctions	campaigns lets by drastically to improve lead d social media

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



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

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

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



Form B: Particulars for Appointment of Social Media Management Agency Price/ Commercial/ Financial bid

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

The General Manager, Publicity & PR Department, Bank of India, Star House 2, 7th Floor, C – 5, G Block, BKC, Bandra (East), Mumbai – 400 051

Dear Sir/Madam,

Classification: Internal

We hereby submit our Commercial/Price Bid for Appointment of Social Media Management Agency of the Bank of India as per proposal Ref noHO/P&PR(SM&DM)/DG/2025-26/184. We unconditionally agree to abide by the Terms & Conditions specified therein.

Activity Particulars	Details	Rates Per Month exclusive of GST & TCS (in Rs.)	Rates Per Month Inclusive of GST & TCS (in Rs.)	Amount Per Annum exclusive of GST & TCS (in Rs.)	Amount Per Annum Inclusive of GST & TCS (in Rs.)
Brand Management on Social Media	Setting up Social Media channels, defining social media polices and guidelines, acquiring/verifying Bank of India Social Channels, increasing positive Brand Sentiment in measurable terms, defining Brand Signature for Social Media Communication, managing crisis and issues which pose reputation risk, Identifying and engaging influencers, social listening, creation of reports, peer comparison, providing high-level dashboards as MIS on brand				
	Social Media channels include - Facebook, Instagram, X (formerly Twitter), Linked-In, YouTube and any other as and when required by the Bank.				
	KPIs (minimum target per month)				
Presence and	Facebook – 30,000 followers per month Facebook – Engagement percentage of 3-5%				
Followers	X – 5000 followers per month				
	YouTube – 10000 subscribers per month LinkedIn – 15000 followers per month				
	Instagram – 20000 followers per month				
	The above does not include organic				
	growth activities which the bank may				
	conduct. Agency can recommend suitable suggestions support and enhance community growth.				



Activity Particulars	Details	Rates Per Month exclusive of GST & TCS (in Rs.)	Rates Per Month Inclusive of GST & TCS (in Rs.)	Amount Per Annum exclusive of GST & TCS (in Rs.)	Amount Per Annum Inclusive of GST & TCS (in Rs.)
Content Creation	Developing Social media content and creatives (in images, GIF, articles, blog entries, videos, animated videos etc. as per the social media platform), defining social media content strategy, developing content as per themes and key pillars, ensuring approved content is shared, achieve high user engagement across social channels on monthly basis	-			
Short Videos, GIFs, animated videos	Static Posts: min. 350 unique posts (All channels included, size adaptation of same post to be not counted) Videos with Voice Over: min. 50 Videos of more than 1 minute duration (Sample Video Reference: https://www.youtube.com/watch?v=HonG CdE4Mel) Short Videos without Voice Over: min. 200 Videos of less than 1 minute duration (Sample Video Reference: https://www.youtube.com/watch?v=9z0Xa nolsmc&t=1s) Content for Blog / Website: 150 post/ articles				
Response Management & Online Reputation Management (ORM)	Developing response management framework, creating first level responses, work-flow for routing to resource within the bank, adhering to response Turnaround Time (TAT) as defined by Bank of India, MIS reports on a daily, weekly, fortnightly and monthly basis with sentiment analysis specific to product, service, corporate, takedown of malicious, defamatory content which are harmful for the image of the Bank etc., monitoring conversations, feedback received. Service for 24*7. All business working days and holidays.				
Social Media Campaigns	Campaigns to engage end users and key stakeholders based on Bank of India's brand strategy, product promotions, product soft launches, new Initiatives, etc. These campaigns to be designed and executed for min. 12 campaigns in a year. (Organic content centric campaigns shall be included. These campaigns, if required, may be promoted by the Bank at				
Service Support Cost	an additional budget). This comprises of Technology Requirements for platforms, integration				



Activity Particulars	Details	Rates Per Month exclusive of GST & TCS (in Rs.)	Rates Per Month Inclusive of GST & TCS (in Rs.)	Amount Per Annum exclusive of GST & TCS (in Rs.)	Amount Per Annum Inclusive of GST & TCS (in Rs.)
	tools, content publishing platform and solution as defined in the Project Document With a fixed annual fee for usage, not limited to keywords or number of profiles or social media handles. Includes dedicated manpower requirements. (Please provide details of man powers being provided) Includes on-site training to staff members at Bank's premises for one week before roll out of the solution.				
Total in Figures	s (per month)				
Total in Words	(per month) exclusive of GST & TCS (Rs.)				
Total in Words	(per month) inclusive of GST & TCS (Rs.)				
Total in Words	(per month)				
Total in Words	(per annum) exclusive of GST & TCS (Rs.)				
Total in Words	(per annum) inclusive of GST & TCS (Rs.)				

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

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

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

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

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



Form C: List of Enclosures to Be Attached with Technical Bid Application

SN	Description of the documents to be attached	To be attached with Form A & marked as enclosure
1	Documents related to constitution of Agency (Memorandum /Articles of Association/ Partnership Deed etc. Mentioned at SN-2 of Form A)	
2	Address proof of Mumbai Office (latest landline MTNL/ Electricity bill/ Registration with Shop & establishment Dept./ registered rent agreement/ lease deed)	
3	Photocopy of statutory registrations (mentioned at SN.4 of proposal of Form A)	
4	Authorization letter (as per format of Annexure A)	
5	Bid submission letter (as per format of Annexure B)	
6	Copy of Audited Balance sheet of Agency/ firm for last 3 years	
7	Auditor's Certificate regarding financials (as per format of Annexure C)	
8	Statement of accounts (stated at SN. 8 of Form A)	
9	Details / description of work sample (mentioned at SN-10 of Form A)	
10	Organizational structure chart of the Agency/Firm (mentioned at SN.11 of Form A)	
11	Photocopy of certificates etc. in support of Industry recognition / Awards/ Accolades (mentioned at SN-12 of Form A)	
12	Self-certified list of BFSI clients where Agency / Firm is presently engaged as Social Media Management Agency	
13	Self-certified list of Non BFSI clients where Agency / Firm is presently engaged as Social Media Management Agency	
14	Self-certified list of BFSI clients acquired by Agency/ Firm in the past	
15	Self-certified list of Non BFSI clients acquired by Agency/ Firm in the past	
16	Self-certified list of BSE/NSE Listed Corporates of the Agency/ Firm	
17	Status regarding litigations Agency/ Firm has (as per Annexure D)	
18	Declaration by Agency/ Firm regarding overdue etc. (as per Annexure E)	
19	Authorization letter from OSD authorizing the bidder to implement their solution on their behalf (Annexure G)	
20	Compliance to technical specifications (Annexure H)	
21	Bid Security Form (Annexure K)	
22	Curriculum Vitae for Bank of India (Annexure L)	
23	Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance (Annexure M)	



SN	Description of the documents to be attached	To be attached with Form A & marked as enclosure
24	Letter of Undertaking on Compliance to Regulatory and Government Guidelines (Annexure N)	
25	Declaration/ undertaking from bidder to comply with the Information and cyber security controls (Annexure O)	
26	Information/ Cyber-Security Measures/ Controls for selected Service Provider (Annexure P)	
27	Document highlighting the logic/ algorithm/ whitepaper on the tools used for social media listening, analytics, response management etc.	
28	Tender Fee (Rs.10,000/- (Rupees Ten Thousand Only)	
29	Earnest money deposit (EMD) - Rs 10,00,000/- (Rupees Ten Lakh Only)	
Othe	r enclosures attached by the bidder to be marked accordingly	



Annexure A: Authorisation to Sign Documents

Authorization to sign documents pertaining to bid submission for RFP No: HO/MKT/DG/2025-26/02 for selection of Social Media Management Agency

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

In connection with the above Shri	office at
Signature: Name of Signatory: Designation: Seal of Agency/firm/company Date:	with the company ashas been duly authorized to sign bid proposal documents or any other documents related to this bid
Name of Signatory: Designation: Seal of Agency/firm/company Date:	
Designation: Seal of Agency/firm/company Date:	Signature:
Seal of Agency/firm/company Date:	Name of Signatory:
Date:	Designation:
	Seal of Agency/firm/company
Place:	Date:
	Place:

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



Annexure B: Bid Submission Letter

(On Agency's letter head)

To,
The General Manager,
Publicity & PR Department,
Bank of India, Star House 2,
7th Floor, C – 5, G Block,
BKC, Bandra (East),
Mumbai – 400 051.

Sir.

Ref No: HO/P&PR (SM &DM)/DG/2025-26/184 dated 04.08.2025 APPOINTMENT OF SOCIAL MEDIA MANAGEMENT AGENCY - SUBMISSION OF BID

We submit our Bid/Proposal herewith. In this connection, we understand that:

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

Yours	faithf	ʻullv.

Signature with date:

Place:

Name of authorized signatory:

Seal of agency/firm



Annexure C: Audited Financials

[On The Letter Head of Auditors /Chartered Accountants]

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. Registered Office level of Turnover/ Net pr hereunder:		ha	id achieved the following
			(Rs. In Crores)
Particulars	2021-22	2022-23	2023-24
Gross Annual Turnover	,		
Net profit			
Net-worth			
The figures certified for the Audited Balance Sheet of Signatures of Auditors / C	the Company an	d the records produc	
Name:			
Seal:			
Place:			
Date:			



Annexure D: Status of Litigations Pending Pertaining to the Bidder

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

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

orized person:			
at		dated	
	for		
	at	at	at dated

Seal of Agency



Annexure E: Declaration-Cum-Certificate

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

DECLARATION-CUM-CERTIFICATE

To Whomsoever It May Concern

This is to certify that this Agency has no overdue owing to any Agency/ Central/ State Government/ Public Sector Undertakings/ Banks/ RBI/ IBA/ any other Corporates/any regulatory authority or any other organization.

This is also certified that our Agency has not been backlisted by any Central/ State Government/ Public Sector Undertakings/ Banks/ RBI/ IBA/ any other Corporates/ any regulatory authority.

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

Signature of Authorized person:		
Signed atby	_ dated _	
Designationfor		
Seal of Agency		



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

Format for seeking clarification /Pre-bid queries

S No	Page No	Clause	Query			
Signature of Authorized person:						

Signature of Authorized person:

Signed at	dated	
by		

Designation	foi

Agency Seal



Annexure G: Authorization Letter from OSD

Authorization letter from OSD authorizing the bidder to implement their solution on their behalf.
Date:
To The General Manager, Publicity & PR Department, Bank of India, Star House 2, 7 th Floor, C – 5, G Block, BKC, Bandra (East), Mumbai – 400 051.
Dear Sir,
Ref: ppointment of Social Media Management Agency - Bank Ref No: HO/P&PR (SM &DM)/DG/2025-26/184 dated 0
We, M/s(Name of the OSD), who are the Original Solution Developer of (Name of the solution) do hereby authorize M/s(Name of the Bidder) to submit bid, and if shortlisted, sign the contract with your bank for implementation of Our Solution as per the specifications provided in the captioned bid document.
We duly authorize the said company to act on our behalf in fulfilling installation, technical support and maintenance obligations required by the contract.
We also state that our sole participation in this bid would be through the above said solution and the bidder. We will not be participating in this bid through any other bidder.
We also undertake to provide any/all changes in our arrangement with the bidder to the bank in writing and against acknowledgement.
We hereby extend our full guarantee/warrantee as per the contract for the solution and services offered by the bidder for this bid.
We also undertake that in the event of the bidder failing to perform its obligations under the Contract for any reason whatsoever, we shall perform all the pending obligations as if the contract were between the bank and us.
Signature:
Name of Signatory:
Designation:
Seal of Agency/firm/company Date:
Place:



Annexure H: Compliance to Technical Specification

A. Social Listening Solution (6.5 marks)

Sr.	Details Details	Complied	Reasons for
No		(Yes / No)	deviations (if any)
1	The social listening solution should have the ability to listen		(ii arry)
	to the Bank's customers and analyze what they are saying		
	on various social networks such as X (formerly Twitter),		
	Facebook, blogs, etc. (0.5 marks)		
2	The social listening solution should have the ability to scour social networks and analyze the data and represent it in the		
	form of easy to read chart and graphs. (0.5 marks)		
3	The social listening solution should help the bank in spotting		
	emerging trends in customer comments, track marketing		
	campaigns, respond to service issue before they escalate,		
	gain insight into competition. (0.5 marks)		
4	The solution must support the content coming from different countries and geographical regions. (0.25 marks)		
5	The solution should be able to track / restrict listening based		
	on combination or sources etc. (0.25 marks)		
6	The solution must be able to gather data from the primary		
	social media platforms – Facebook, X (formerly Twitter),		
	Blogs, Forums and YouTube. (0.25 marks)		
7	The solution should be able to aggregate data from various media sources. (0.25 marks)		
8	The solution should be able to search / monitor social media		
	postings in both real-time as well as perform historical		
	searches. (0.5 marks)		
9	The solution should be able to capture and store information		
	from social media sites such as, but not limited to, open		
10	posts, pictures and videos. (0.5 marks)		
10	The solution should have mechanism in place to cover / track / include websites which are not in the current set of		
	tracked sites which may be important to the Bank. (0.5		
	marks)		
11	The solution should be able to measure industry issues /		
	trends. e.g. When there is mention of Bad Debts / NPA /		
	major change in share prices of Bank(s), it should be able to		
	inform that "There is an ongoing trend of negative (or		
	positive, as the case may be) sentiment in the banking industry." (0.5 marks)		
12	The solution should have the ability to respond to tweets,		
	posts, blogs, comments posted on the social media network		
	within the solution. (0.25 marks)		
13	The social listening solution should have the capability to		
	generate alerts, manage existing alerts, and create new		
	alerts for customer service opportunities as well as new sales. (0.25 marks)		
14	The solution should be capable of generating e-mail alerts		
	and the second s	I.	1



Sr. No	Details	Reasons for deviations (if any)
	on configurable triggers and shall also be capable of sending SMS messages of such events. (0.5 marks)	
15	Categorization: The social listening tool should be capable of creation of bookmarks / labels to categorize conversation as per specific combinations of and / or condition – such as "complaint", "suggestion", "service query", etc. (0.5 marks)	
16	Command Portal / Site: The solution should allow creation of command centre that should allow Bank to have a dynamic visual representation of live feeds of social activities like top tweets / top influencers / source of discussion etc. (0.5 marks)	

B. Sentiment Analysis (7 Marks)

	Dataile Property of Marks)	0	D (::
Sr.	Details	Complied	Reasons for
No		(Yes / No)	deviations
	T : 0		(if any)
1	Top influencer tracking: Identify who are most actively		
	talking about our brand, products and services and how		
	influential they are. (0.5 marks)		
2	The solution should have capability to		
	Target Account Tracking: monitor key developments at our		
	top accounts		
	Competitive intelligence: Gain important insights about our		
	competitors. (0.4 marks)		
3	The solution should be able to utilize social for		
	Real time alerts: quickly identify customer issues and trends		
	Social customer service: engage with customers and		
	resolve issues across the social web. (0.4 marks)		
4	The solution should showcase what the Bank's customers		
	think about our products and services. (0.4 marks)		
5	The solution should have the ability to co-relate sentiment		
	about the search topic with dates and events. (0.25 marks)		
6	The solution should have the ability to show the variance of		
	the sentiment among various sources. (0.25 marks)		
7	The solution should provide a quick summary of posts,		
	trends, sentiments, etc. (0.25 marks)		
8	The solution should provide a quick summary of sources of		
	the posts and compare the same in the form for graph /		
	chart etc. (0.25 marks)		
9	The solution should have an ability to provide the number		
	of daily buzz on the Bank's products and services and see		
	how the buzz is trending. (0.25 marks)		
10	The solution should have the ability to show the volume		
	history over a period of time. (0.25 marks)		
11	The solution should showcase the customer's share of		
	voice for each of the topics being monitored. (0.25 marks)		



Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
12	The solution should have the ability to configure multiple search topics. (0.25 marks)		
13	Influencer vs. Follower: The solution should identify influencers vs. followers and account for noise factor including 'weighting' (which refers to the weighting of various social media sources such as Facebook, X (formerly Twitter), YouTube, blogs and other sites based on their online impact, and must not be purely based on online traffic such sources generate) Noise factor refers to the unwanted information such as spam, duplication, etc. (0.4 marks)		
14	Analysis: The solution should offer automated sentiment analysis at the post level. The solution should analyze particular content and determine if it has a positive, negative or neutral sentiment. Similarly, when a new product or service is launched, the solution should immediately tell us if the overall sentiment for the new product / service is positive or negative or neutral. (0.4 marks)		
15	The solution should provide sentiment and thematic analysis and provide inputs like what is driving positive / negative sentiment, what are the opportunities and what are the naturally occurring themes or topics. Analysis / pictorial representation of proportion of mentions by each source (e.g. blogs, tweets, news sites, social sites, etc.). (0.5 marks)		
16	Filtering: The solution should filter any known exclusions specified (e.g. job listings, addresses, etc.) (0.25 marks)		
17	The solution should have the ability to filter by source type (News Sites, Social Sites, etc.) during topic setup so as to avoid data sets that are not required for analysis. (0.25 marks)		
18	The solution should be capable to filter social media sites as required. It should have inbuilt multi-level filtration technologies such as Keyword & Boolean, Latent Symantec Analysis (LSA) and Natural Language Processing (NLP). (0.5 marks)		
19	The solution should show a snap-shot / preview of incoming conversations during topic profile setup along with key messages and themes of messages in order to facilitate the user with the option to select the relevant conversation themes and reject the non-relevant themes. (0.25 marks)		
20	Spam: The solution should be capable to identify the Spam and exclude the same from process. (0.25 marks)		



Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
21	Tool: The solution should have a Tool that allows easy, adhoc and automated manner for rule creation and assignments without any need to write / script codes. The Tool should allow for changes in these rules any point in time. The Tool should allow easy setup workflows. The task assignment workflows should raise email alerts to the designated user depending on the gravity levels. (0.5 marks)		

C. Social Media Content Publishing Advocacy (6.5 Marks)

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The tool /system should allow content publishing to the Bank's channels directly from the Tool (1.0 marks)		
2	The tool should support multiple content formats for publishing (0.75)		
3	The platform should have the capability of merging/combining the pages/channels of the Bank/associates/subsidiaries (0.75)		
4	The proposed advocacy solution should aid in leveraging the social media network of the employees, customers and brand influencers of the organization to build the brand identity of the organization. (0.25 marks)		
5	The proposed solution should be branded or customized to reflect brand logo, URL, etc. (0.25 marks)		
6	The proposed solution should enable the Bank to deliver curated content to their employees which can be consumed by them easily on the web and major mobile platforms (Android, iOS, Windows, etc.). (0.25 marks)		
7	The proposed solution should allow users to share customized Bank approved content onto their personal social media networks, more particularly on Facebook, X, LinkedIn etc. (0.25 marks)		
8	The proposed solution should be able to measure the social media activity of each piece of content shared, and present measurable ROI in terms of generated impressions, reach and engagement with the brand of the Bank. (0.25 marks)		
9	In the proposed solution, the system shall support notifications and periodic digest mail (daily / weekly / monthly as required) (0.25 marks)		
10	In the proposed solution, the system shall track and provide detailed analytics for campaigns, website goals, article downloads, etc. (0.25 marks)		
11	In the proposed solution, the system shall provide an option to create / edit / delete content categories. (0.25 marks)		



Sr.	Details	Complied	Reasons for
No		(Yes / No)	deviations
40	To discover a local Consideration of the later than the discover of the later than the later than the discover of the later than the later th		(if any)
12	In the proposed solution, the system shall aggregate the		
	content at a single place and allow the content to be curated		
40	prior to sharing with the employees. (0.25 marks)		
13	The proposed solution should be able to get detailed usage		
	analytics in terms of social media interactions of each user		
	and shared content pieces and further present a measurable		
	ROI in terms of generated impressions, immediate reach		
4.4	and engagement with the Brand of the Bank. (0.25 marks)		
14	The proposed solution should utilize the analytics of the		
	social media engagements of the users in the platform to		
	come up with intuitive and attractive rewarding mechanism		
	to make the users motivated and sustain their engagement		
4.5	with the platform. (0.25 marks)		
15	The proposed solution, users should be able to view content		
	that has been verified and published by the system in a		
10	categorized manner. (0.25 marks)		
16	The proposed platform, users should have the option to		
	personalize Bank approved content while retaining brand		
	flavor, before sharing on their personal social media		
47	networks. (0.25 marks)		
17	The platform should have to capability of merging/		
	combining the pages/channels of the Bank and/ or its		
40	associates. (0.25 marks)		
18	The bidder needs to take care of designing, commissioning,		
	installation, configuration, operationalization, testing, go-live		
	services (i.e. manage and maintenance of proposed H/W,		
	S/W, Utilities, Tools, etc.) (0.5 marks)		

D. Social Media Listening Services (5 Marks)

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The bidder should have credentials for monitoring, managing and reading insights from all earned media. This analytics should not be confused with platform based analytics and campaign analytics delivered by platforms like Facebook, X (formerly Twitter), etc. (0.5 marks)		
2	Influencer Tracking and Management: The bidder should have the capability in tracking influencers in the social space e.g. X (formerly Twitter). (0.5 marks)		
3	The bidder should undertake objective based reporting on owned and earned platforms such as Facebook, X (formerly Twitter), LinkedIn etc. where the Bank / product brand is present in order to measure the channel performance in detail and provides insights, highlights and lowlights through a web based portal. (0.5 marks)		



Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
4	The bidder should undertake reporting on earned mentions in order to monitor the Bank product / brand health in the social space to tracking the competition and industry for providing actionable insights. (0.5 marks)		
5	The bidder should undertake ideation, creation and execution of large and small format campaigns of the Bank's products / services / image, etc. on the social media. (0.5 marks)		
6	The bidder should provide response management services for both earned and owned channels. (0.5 marks)		
7	The bidder should have a dedicated team ensuring reputation and response management. Best practices should be shared and implemented across social platforms. (0.5 marks)		
8	The bidder would also need to train bank officials (approximate 20) on handling the social media and the offered solution. (0.5 marks)		
9	Integration with Grievance Redressal Portal (CRM Next) or Ticketing system of the Bank. (0.5 marks)		
10	Ability to track mentions in Indian Languages. (0.5 marks)		

E. Reporting and Dash Boarding Portal (4 Marks)

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The bidder should a dynamic and capable web based reporting portal for publishing, viewing, storing, accessing all their reports. This web based portal should be the single platform for all static, dynamic, adhoc reports. (1.0 marks)		
2	All the dynamic reporting through the portal should be capable of providing drill up / drill down functionality of the data presented. (0.25 marks)		
3	The web based portal should also be the single repository of all the documents, PPT, excel, etc. provided to the Bank as part of the bidders social media marketing services. (025 marks)		
4	The solution shall provide customizable dashboard features and functionalities with graphic presentations having drilldown facilities. (0.5 marks)		
5	The solution must be able to provide summaries of high level overviews of a specific set of topics. (0.25 marks)		
6	The solution should have a configurable dashboard that can easily be accessed by internal analysts / management. The dashboard should also support customization by user or		



Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
	group access. The solution provides an alerting mechanism that automatically sends out reports or notifications based		
	on pre-defined triggers. (0.5 marks)		
7	Reporting: The solution should provide standard out-of-the- box and customizable (approximate 100) reports some of which could be periodical and others of ad-hoc nature. (0.5 marks)		
8	The tool should have a natural language search capability for users to access / drill down data. (0.25 marks)		
9	The reporting portal should be based in latest version of html such that the same can be accessed from various devices (such as desktops / laptops / tablets / phones etc.) and various browsers (such as IE, Safari, Chrome, Firefox, etc.). (0.5 marks)		

F. Security and User Management (6 Marks)

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	Access Control: System should have ability to define user roles and access control mechanism within various modules and workflows / approvals, Social Media Monitoring, Social Sites Management and Publishing. (1.0 marks)		
2	The system should have multilayer User Approval System in form of Maker & Checker (Multiple) (1.0 marks)		
3	The system should support Two-factor authentication for the Maker & Checker (1.0 marks)		
4	The system should be able to automatically check the passwords with the password policy, which can be customized by the bank. (0.5 marks)		
5	The system should be able to store the password in an encrypted mode / compressed mode. (0.5 marks)		
6	IP address of the originating system should be captured. (0.5 marks)		
7	Audit trails of logs of a particular ID should be captured. The system should be able to generate audit trails of all transactions done. (0.5 marks)		
8	The Agency should deploy their solution and provide their services through a public cloud of a reputed organization (1 mark).		



Annexure I: Non-Disclosure Agreement

	N	ON-DISCLOSUR	RE AGREEM	ENT		
WHEREAS,	we,	h		Registered erred to as the 0		at are
registered office hereinafter refer information regard Proposal is confunderstands that Management Sethat the COMPA	at Star House red to as the arding the E fidential and at in the con- ervices and NY may per	I Media Manage se, C-5, G Block, e BANK and, who Bank's web site larger to be a simple of submiss and/or if form certain jobs, uments, approva	ment Service Bandra Kurla ereas, the CC shared by the the BANK, ion of the of in the afterma /duties on the	es for Bank of I a Complex, Mun DMPANY under be BANK in the and whereas, the fer to provide th thereof, it ma Bank's properti	ndia, having hbai – 400 (stands that he Request he COMPA Social Me y be necess les and/or h	g its 051, the for ANY edia sary
of the following	g condition	sideration of th s, in order to ir IK's property/in	nduce the BA		_	
COMPANY perfe	orms for oth	olish or disclose ers, any confide PANY has first o	ntial or propri	etary information	n belongin	g to

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

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

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



Annexure J: Performance Bank Guarantee Format

То

The General Manager, Publicity & PR Department, Bank of India, Star House 2, 7 th Floor, C – 5, G Block, BKC, Bandra (East), Mumbai – 400 051
WHEREAS M/s has undertaken in pursuance of the contract No dated to, inter-alia, supply of as per the contract document (herein after called "The Contract") dated AND whereas it has been stipulated by you in the said contract that M/s shall furnish you with a performance bank guarantee by a scheduled commercial bank for a sum of Rs specified therein as security for compliance with the performance obligations in accordance with the contract.
AND whereas we have agreed to give you the guarantee on behalf of M/s
THEREFORE, we hereby affirm that we as guarantors are responsible to you, on behalf of M/s up to a total of Rs and we undertake to pay you, upon your first written demand declaring M/s to be in default under the contract and without cavil or argument, any sum or sums within the limit of Rs as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sums specified therein.
This guarantee is valid until the (date).
All rights and obligations arising from this guarantee shall be governed by the laws of the Republic of India.
Notwithstanding anything contained herein
 i. Our liability under this bank guarantee shall not exceed Rs (Rupees only). ii. This bank guarantee shall be valid up to ; and iii. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
Place:
Date:



Annexure K: Bid Security Form

BID SECURITY FORM

Whereas (Hereinafter called "the Bidder") has submitted its Bid dated (Date of submission of Bid) for the supply of
(Name and/or description of the Products/system) (Hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that WE
THE CONDITIONS of this obligation are:
1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 a. Fails or refuses to execute the Contract Form if required; or b. Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including forty-five (45) days after the period of the Bid validity, i.e. up to, and any demand in respect thereof should reach the Bank not later than the above date.
(Signature of the Bidder's Bank)



Annexure L: Team for Bank of India

CURRICULUM VITAE (CV) OF PROFESSIONAL STAFF TO BE ENGAGED WITH BANK OF INDIA

1	. Name of Agency [Insert name of firm proposing the staff]:		
2	. Name of Staff [Insert full name]:		
3	. Proposed Position:		
4	. Nationality:		
	Education qualification [Indicate college/university and other specialized education of taff member, giving names of institutions, degrees obtained, and dates of obtainment]:		
6	. Membership of Professional Associations:		
	7. Other Training [Indicate significant training since degrees under 5 - Education were btained]:		
	. Languages [For each language indicate proficiency: good, fair, or poor in speaking, eading, and writing]:		
e fo	e. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see ormat here below: dates of employment, name of employing organization, positions reld.]:		
F	rom [Year]: To [Year]:		
Е	Employer:		
P	Positions held:		
1	0. Detailed Tasks Assigned		
1	1. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned		
	a) List all tasks to be performed under this assignment		
h	 b) Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to andle the tasks listed under point 10.] (i) Name of assignment or project: 		
	(ii) Year:		
	(iii) Location:		



		Relationship beyond banking
	(iv) Client:	
	(v) Main project features:	
	(vi) Positions held:	
	(vii) Activities performed:	
Note: refere	Use separate sheets for different projects. Please provide at least 3 ences)	such client
(Signa	ature of Authorized Signatory)	
Name	e of the Authorized Signatory:	
Firm I	Name:	



Annexure M: Letter of Undertaking from OEM/ OSD on Cloud Security and Compliance

(This letter should be on the letterhead of the OEM / OSD / Manufacturer duly signed by an authorized signatory)

То
Bank of India, Star House, C-5, G Block, Bandra Kurla Complex Bandra (E), Mumbai 400 051
Sir,
Sub: RFP for Supply, Implementation and Maintenance of Extended Detection and Response (XDR) solution. We,
 □ The proposed solution is complying with the Information security policy of the bank for the applicable solution requirements mentioned in RFP. ➤ The proposed solution will be offered at dedicated environment to have better control over Bank's data due to compliance / security related aspects. ➤ The proposed solution conforms to the following industry level certifications: ISO 27001:2013 ISO 27017 SOC 2 ISO 27018
 We

- ➤ In case, if a government demand is received for any data, the below mentioned process has to be followed:
- Disclose customer data when legally required and only after attempting to redirect the request to the customer.
- ➤ The location of Cloud server should be in India and the Cloud Service provider should be empanelled with MeitY and data should be stored in India only



We comply with the requirements of the RFP and hereby attach our response against the various requirement of Bank as follows:

Sr.	Subject	OEM / OSD Response
1	Right to Audit: Service Provider (SP) should provide right to audit as similar to what Bank is having with other shared data centres in India. Bank must have "Rights to Audit" the SP's compliance with the agreement including rights of access to the SP's premises where relevant records and Bank's data is being held. It also includes audit rights for the Bank or its appointed auditor (nominee) or regulators as an integral clause in the service agreement. SP to share policies as available with Data Centre where they have hosted the proposed solution.	Кезропзе
2	 Data and Information Security: SP to provide details and ensure the following: Data integrity management. Security practices and procedures as stated in their SLAs Specific identification of all controls used during the data lifecycle. Fundamental philosophy of knowing where Bank's data (Logical /Physical) To determine who should access the data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a "Default Deny All" policy To define and identify the data classification. Bidder to enforce the Bank's access requirements based on data classification. To encrypt data at rest and encrypt data in transit. Compartmentalization techniques are employed to isolate Bank data from other customer's data Sharing of encryption management with Bank on multi-tenant storage. To comply with data retention and destruction schedules/Policy provided by Bank, Bidder to certify on Bank's request destroying all data at all locations including slack in data structures and on the media. The Bank will have right to audit this practice. Ensure the logical segregation of information and protective controls is implemented. Ensure Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy. Perform regular backup and recovery tests to assure that logical segregation and controls are effective. Ensure that Cloud provider personnel controls are in place to provide a logical segregation of duties. To provide Forensic Investigation Support as and when required by the Bank. 	
	 To comply with Bank's RTO/RPO requirement and retention policy. 	



		-
3	Application and Process Security:	
	Service Provider (SP) should meet the requirements for zoning	
	security, and prevent direct access from the user interface layers to the database layers. The application needs to follow	
	a multi-tier deployment model to achieve this.	
	, ,	
	 The application should conform to Open Web Application Security project guidelines on web application security, 	
	including protection against SQL injection, cross-site scripting,	
	data validation for special characters etc.	
	 The application should conform to applicable security 	
	guidelines from relevant standards.	
	 The application executable files and the source code need to 	
	be secured from unauthorized access and possible theft.	
	 Application should clearly log business errors and technical 	
	errors separately to support separation of duties between	
	business users and data Centre operator.	
	 User access to sensitive data needs to be controlled 	
	 SP to comply with Bank's password management policy. 	
	 Features like session timeouts and restricting logins to office hours should be implemented to enhance security. 	
	 The application should clear sensitive data like passwords 	
	from memory immediately after it is processed.	
	 Application-level support for definition of users, roles, and 	
	exception management functions is to be ensured.	
4	Integration with external applications:	
	Application needs to have well defined APIs and application	
	needs to ensure that only authorized application can invoke	
	such APIs.	
	The application must have extensive audits to log all	
	transactions and important non transactional activities. The	
	application needs to implement maker-checker principle for	
	activities like important business parameter updates.	
	The application should provide a mechanism to purge old data	
	(after archival if required) while maintaining transactional	
	integrity.	
	• The application needs to provide a documented mechanism,	
	preferably a tool for application monitoring.	
	• The application needs to provide a documented mechanism,	
	preferably a tool for reporting important errors and taking	
	automated actions.	
5	Physical and Logical Security:	
	• The data centre infrastructure including servers, routers,	
	storage devices, power supplies, and other components that	
	support operations, should be physically secured. Safeguards	
	include the adequate control and monitoring of physical access	
	using biometric access control measures and closed-circuit	
	television (CCTV) monitoring.	
	A security plan for the physical environment should be included a part of Dank about the physical environment should be included by the physical environment should be a physical environment should be a physical environment should be a physical environment of the physical environment should be a physical environment of the physical environment should be a physical environment of the physical environm	
	implemented. Bank should have audit rights on complete	



	physical setup. Data centre should have relevant standard certifications and accreditation.	
	 In a SP environment where business critical data and 	
	information systems are coexisting at multiple places, logical	
	security has a very important role in securing the data. To	
	manage logical access Bank should design access using	
	username, password, OTP, RSA Token, Biometric	
	Authentication, etc.	
6	Identity and Access Management (IAM):	
	IAM shall ensure for providing role-based access to the cloud	
	hosted applications, in respect of user-access and privileged-	
	access.	
	 Stringent access controls, as applicable for an on premise application, may be established for identity and access 	
	management to cloud-based applications.	
	 Segregation of duties and role conflict matrix should be 	
	implemented for all kinds of user-access and privileged-access	
	roles in the cloud-hosted application irrespective of the cloud	
	service model.	
	Access provisioning should be governed by principles of 'need'	
	to know' and 'least privileges'. In addition, multi-factor	
	authentication should	
7	Legal Issues:	
	There are various directives issued by the Govt. of India and	
	the regulator from time to time.	
	Guideline include Information Technology Act, CERT-In	
	directive for securing ICT infrastructure, RBI's Cyber Security	
	Framework, Data Privacy Act, Data Retention Directive, E-	
	Privacy Directive, E-Commerce Directive, will be applicable to	
	 SP providers and also the customers of the Cloud service. Compliance with Indian data privacy law is expected at all 	
	Compliance with Indian data privacy law is expected at all times. It will be mandatory to protect the data privacy as per	
	this law.	
	 SP should comply with all the extant regulations and guidelines 	
	in India pertaining to from time to time.	
8	Operational Security:	
	 In view of operational security concerns like BCP, DRP, SLA 	
	etc., SP need to submit various reports as required by the	
	bank, time to time for internal or regulatory reporting purposes.	
9	Miscellaneous:	
	SP to ensure the following requirements are met:	
	Compliance with Information Security of the Bank as	
	applicable on relevant aspects	
	Protection mechanism (physical and logical) SP has in place	
	for the actual hardware where Bank's data will be stored on.	
	Incident management, business continuity and disaster	
	recovery policies, and processes and procedures of service	



	provider (SP) and should include reviews of collocation and back-up facilities.
10	 Government requests for audits, compliance etc. In case, if a government demand is received for any data, the below mentioned process has to be followed: Disclose customer data when legally required and only after attempting to redirect the request to the customer Prior written permission needs to be taken from the bank for all such requests.
11	 Audit and Assurance: Periodic review/ third-party certifications/ audit should cover, as per applicability. Audit reports / third party review reports or any other reports to be shared with the Bank on periodic basis by the SP.
12	 Exit Strategy: The exit strategy (in case of termination of contract) to be ensured by the Service Provider taking into consideration the following: Processes and turnaround times for returning the Bank's service collaterals and data held by the service provider environment; Data completeness and portability; Secure purge of Bank's information from the service provider environment; Smooth transition of services; and Unambiguous definition of liabilities, damages, penalties and indemnities.

Dated this day of....., 2025

Signature of Authorized Signatory: Authorized Signatory Name: Designation: OEM / OSD Corporate Name: Address:

Email and Phone #



Annexure N: Letter of Undertaking on Compliance to Regulatory and Government Guidelines

(This letter should be on the letterhead of the bidder and OEM / OSD duly signed by an authorized signatory)

То
Bank of India, Star House, C5, G Block, Bandra Kurla Complex Bandra (E), Mumbai 400 051
Sir,
Sub: RFP for Supply, Implementation and Maintenance of Extended Detection and Response (XDR) solution (In case using the private secure environment)
Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP/RFQ") issued by Bank of India ("Bank") we hereby covenant, warrant and confirm as follows:
 The proposed solution is compliant with all the extant rules and regulations issued by the regulatory and government agencies in India, which includes guidelines issued by RBI and CERT-In. We hereby agree to comply with all the rules and regulations issued during the contract period by the regulatory and government agencies.
Dated this day of, 2025
Yours faithfully,
Signature of Authorized Signatory: Authorized Signatory Name:

Bidder's / OEM or OSD Corporate Name Address Email and Phone #

Designation:



Annexure O: Declaration/ undertaking from bidder to comply with the Information and cyber security controls (In case private secure environment using by bidder)

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

То
Bank of India, Star House, C5, G Block, Bandra Kurla Complex Bandra (E), Mumbai 400 051
Sir,
Sub: RFP for Supply, Implementation and Maintenance of Extended Detection and Response (XDR) solution.
Further to our proposal dated, in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP/RFQ") issued by Bank of India ("Bank") we hereby covenant, warrant and confirm as follows:
We hereby agree to comply with the Information and cyber security controls given in the Annexure-23 Information/Cyber-Security Measures/Controls for selected Service Provider (SP), on an ongoing basis and regulatory / legal guidelines and directives related to SP / outsourcing issued by regulators / legal entities from time to time. The SP shall provide access to the regulators, legal authorities, Bank and Bank appointed auditors for on-site/off-site supervision.
We ensure that outsourced critical IT service are subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator at no extra cost to the Bank.
We abide with all clauses mentioned in the Annexure of Cyber Security Controls which will be part of the NDA/SLA signed with the Bank at the time of award of contract.
Dated thisday of, 2025
Signature of Authorized Signatory: Authorized Signatory Name: Designation: Bidder's Corporate Name

Email and Phone #

Address



Annexure P: Information/Cyber-Security Measures/Controls for selected Service Provider

1. Preventing access of unauthorized software

- 1.1. Put in place a mechanism to control installation of software/applications on endpoints. Also, put in place a mechanism to block/prevent and identify installation and running of un-authorized software/applications on such devices/systems.
- 1.2. Continuously monitor the release of patches by various vendors / Original Equipment Manufacturers (OEMs), advisories issued by CERT-In and other similar agencies and expeditiously apply the security patches as per the patch management policy of the SP. If a patch/series of patches is/are released by the OEM/manufacturer/vendor for protection against well-known/well publicized/reported attacks exploiting the vulnerability patched, the SPs must have a mechanism to apply them expeditiously following an emergency patch management process.
- 1.3. Have a clearly defined framework including requirements justifying the exception(s), duration of exception(s), process of granting exceptions, and authority for approving, authority for review of exceptions granted on a periodic basis by officer(s) preferably at senior levels who are well equipped to understand the business and technical context of the exception(s).

2. Environmental Controls (In case, service provider host application in their environment)

- 2.1 Put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.
- 2.2 Put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms, and service availability alerts (power supply, telecommunication, and servers), access logs, etc.

3. Network Management and Security

- 3.1 Prepare and maintain an up-to-date network architecture diagram at the organisation level including wired/wireless networks.
- 3.2 Maintain an up-to-date/centralised inventory of authorised devices connected to SP's network (within/outside SP's premises) and authorised devices enabling the SP's network. The SP may consider implementing solutions to automate network discovery and management.
- 3.3 Have mechanisms to identify authorised hardware / mobile devices like laptops, mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by the SP.
- 3.4 Ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.
- 3.5 The default passwords of all the network devices/systems should be changed after installation.
- 3.6 The infrastructure of SP should be designed with adequate network separation controls.



- 3.7 Have mechanism to automatically identify unauthorised device connections to the SP's network and block such connections.
- 3.8 Boundary defences should be multi-layered with properly configured firewalls, proxies, De-Militarized Zone (DMZ) perimeter networks, and network-based IPS and IDS. Mechanism to filter both inbound and outbound traffic must be put in place.
- 3.9 Establish Standard Operating Procedures (SOP) for all major IT activities including for connecting devices to the network.
- 3.10 Put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.
- 3.11 Firewall rules shall be defined to block unidentified outbound connections, reverse TCP shells and other potential backdoor connections.

4. Secure Configuration

- 4.1 Document and apply baseline security requirements/configurations to all categories of devices (end-points/workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems, etc.), throughout the lifecycle (from conception to deployment) and carry out reviews periodically,
- 4.2 Periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in the SP's IT ecosystem.
- 4.3 Disable remote connections from outside machines to the network hosting the ATM Switch infrastructure.
- 4.4 Ensure the software integrity of the related applications.

5. Application Security Life Cycle (ASLC)

- 5.1 Incorporate/ Ensure information security across all stages of application life cycle.
- 5.2 Secure coding practices must be implemented for internally /collaboratively developed applications.
- 5.3 The development/test and production environments need to be properly segregated. The data used for development and testing should be appropriately masked.
- 5.4 Software/Application development approach should be based on threat modelling, incorporate secure coding principles, security testing (based on global standards) and secure rollout.
- 5.5 Ensure that adoption of new technologies is adequately evaluated for existing/evolving security threats and that the IT/security team of the SP achieve reasonable level of comfort and maturity with such technologies before introducing in the IT ecosystem.
- 5.6 SPs shall certify any new products, updates, upgrades as having been developed following secure coding practices. The application architecture shall be tested to safeguard the confidentiality and integrity of data being stored, processed and transmitted. An assurance to this effect shall be shared with the bank/RBI as and when requested. In respect of critical business applications, SPs shall conduct source code audits by professionally competent personnel/service providers. They shall provide assurance to the bank that the application is free from embedded malicious / fraudulent code.



5.8 The SPs shall ensure that their software/application development practices address common vulnerabilities highlighted in baselines such as Open Web Application Security Project (OWASP) proactively and adopt.

6. Patch/ Vulnerability and Change Management

- 6.1 Follow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches so as to minimize the number of vulnerable systems and the time window of vulnerability/exposure.
- 6.2 Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.
- 6.3 Periodically conduct Application security testing of web/mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.
- 6.4 As a threat mitigation strategy, identify the root cause of incident and apply necessary patches to plug the vulnerabilities.
- 6.5 Periodically evaluate the access device configurations and patch levels to ensure that all access points, nodes between (i) different VLANs in the Data Centre (ii) LAN/WAN interfaces (iii) SP's network to external network and interconnections with partner, vendor and service provider networks are securely configured.
- 6.6 SPs should have a robust change management process in place to record/ monitor all the changes that are moved/ pushed into the production environment. Such a change management process must clearly mention the test cases, chain of approving authority for the particular change, deployment plan and rollback plan.

7. User Access Control / Management

- 7.1 Provide secure access to the SP's assets/services from within/outside the SP's network by protecting data/information at rest (e.g. using encryption, if supported by the device) and in-transit (e.g. using technologies such as VPN or other standard secure protocols, etc.)
- 7.2 Carefully protect access credentials such as logon user-id, authentication information and tokens, access profiles, etc. against leakage/attacks.
- 7.3 Implement controls to monitor and minimize invalid logon counts and deactivate dormant accounts.
- 7.4 Implement a centralised authentication and authorisation system through an Identity and Access Management solution for accessing and administering applications, operating systems, databases, network and security devices/systems, point of connectivity (local/remote, etc.) including enforcement of strong password policy, two-factor/multi-factor authentication depending on risk assessment, securing privileged accesses following the principle of least privileges and separation of duties.
- 7.5 Access to critical servers, network and security devices/systems shall be provided through Privileged User Management Systems /Identity and Access Management systems.
- 7.6 Monitor any abnormal change in pattern of logon.



- 7.7 Mechanism to monitor the database security events, backend access to the databases shall be put in place to ensure access to the database is restricted and the activities carried out through the backend are logged and reviewed.
- 7.8 Trivial and/or default passwords shall not be used.

8. Data Leak prevention strategy

- 8.1 Develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.
- 8.2 This shall include protecting data processed in end point devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

9. Audit Logs

- 9.1 Enough care is to be taken to capture audit logs pertaining to user actions in a system. Such arrangements should facilitate forensic auditing, if need be.
- 9.2 Implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source addresses, destination addresses, and various other useful elements of each packet and/or event and/or transaction.
- 9.3 Logs generation from various devices/applications/database and capturing should always be automatic and by default.
- 9.4 An alert mechanism should be set to monitor any change in the log settings.
- 9.5 Manage and analyse audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

10. Incident Response and Management

- 10.1 SPs must have a mechanism/ resource to take appropriate action in case of any cyber security incident. They must have written incident response procedures including the roles of staff / outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- 10.2 SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
- 10.3 SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cyber security incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.



11. Advanced Real-time Threat Defense and Management

- 11.1 Build a robust defence against the installation, spread, and execution of malicious code at multiple points in the enterprise.
- 11.2 Implement Anti-malware, Antivirus protection including behavioural detection systems for all categories of devices endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email-gateways, Wireless networks, etc. including tools and processes for centralised management and monitoring (In case, service provider hosts the application in their environment).

12. Vulnerability assessment and Penetration Test

- 12.1 Periodically conduct Vulnerability Assessment/ Penetration Testing (VA/PT) of applications, servers and network components.
- 12.2 The vulnerabilities detected are to be remedied promptly in terms of the Server Provider's risk management/treatment framework so as to avoid exploitation of such vulnerabilities.
- 12.3 The VAPT report(s) and compliance to its findings shall be shared with the bank/ Reserve Bank of India as and when requested (In case, service provider hosts the application in their environment).

13. Forensics

Classification: Internal

- 13.1 The SP shall have support/ arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by (In case, service provider hosts the application in their environment).
- 14. Arrangement for continuous surveillance Setting up of Cyber Security Operation Center (C-SOC) (In case, service provider hosts the application in their environment).
 - 14.1 Constant and continuous monitoring of the environment using appropriate and cost effective technology tools, clearly defined policies and procedures based on best practices and monitored by technically competent and capable manpower is essential. SPs are mandated that a C-SOC (Cyber Security Operations Center) be set up at the earliest, if not yet set-up. It is also essential that this Centre, among other things, ensures seamless collection of the logs relevant to the IT ecosystem, storing, processing and correlation of the logs through appropriate Security Information and Event Management (SIEM) solution for continuous surveillance and keeps itself regularly updated on the latest nature of emerging cyber threats.

15. Compliance with various standards

- 15.1 The SP shall comply with the relevant standards including ISO27001, PCI-DSS and PA-DSS, as applicable to the IT ecosystem.
- 15.2 The vendors should conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the Information Technology (Amendment) Act 2008 (IT Act and IT Amendment Act) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (Privacy Rules).



16. IT Risk Management

- 16.1 The Service Provider shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals (In case, service provider hosts the application in their environment).
- 16.2 The Service Provider shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.
- 16.3 The Service Provider shall be subjected to the annual IT audit / Technology risk assessment process by an independent



Annexure Q: Pre Contract Integrity pact

PRE-CONTRACT INTEGRITY PACT BETWEEN BANK OF INDIA AND

.....

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on dayof the month of2025, between, on one hand, Bank of India acting through General Manager , Publicity & PR Department , Bank of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in officer and assigns) of the First Part
and
M/s
WHEREAS the BUYER proposes to procure (Name of the Service) and award the contract and the BIDDER/Seller is willing to offer/has offered the services and
WHEREAS the BIDDER is a registered private company / partnership constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking
NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

Classification: Internal

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or



immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such 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 BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER(s)

- 3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any precontract 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
 - 3.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or



any other intermediary, in connection with this bid/contract.

- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufactures / integrator / authorized government sponsored export entity of the stores / supplier and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER 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.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER or alternatively, if any relative of an officer of the BUYER has financial interest / stake in the BIDDERs firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 3.13 The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.



4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. <u>Earnest Money (Security Deposit)</u>

- 5.1 While submitting Price/Commercial/Financial bid, the BIDDER shall deposit an amount of Rs.5,00,0 00/- as specified in the NIT as Earnest Money/Security Deposit, with the BUYER through any of the following instruments-
- a. Payable in the Bank's given office account
- 5.2 The Earnest Money / Security Deposit shall be valid up to the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period / Defect liability period.
- 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 BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No Interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, whenever required:
 - a. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - b. The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - c. To immediately cancel the contract if already signed, without giving any compensation to the BIDDER.



- d. To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- e. To appropriate the Performance Guarantee amount furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.
- f. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER
- g. Resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- h. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of Three years, which may be further extended at the discretion of the BUYER.
- i. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- j. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- k. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the 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 Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

Classification: Internal

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 and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the



the contract has already been concluded.

8. Independent Monitors

- 8.1 There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation and with approval of the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to 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 BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. <u>Law and Place of Jurisdiction</u>

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



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. <u>Validity</u>

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 1 year or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provision 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.

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13. The parties hereby sign this Integrity Pact at on

BUYER	BIDDER
Name of the Officer	Name of the Officer
Designation	Designation
Bank of India	
<u>Witness</u>	Witness
1	1

2



Annexure R: List of Awards

Eligible Awards:

- Afaqs Digies
- DMA India
- Drivers of Digital Indian Content
- Marketing Awards
- Indian Digital Awards
- Indian Digital Marketing Awards
- The Maddies
- Campaign India Digital Crest
- Cannes

Classification: Internal

Case studies on the awards to be submitted on a Pen Drive labelled <Agency Name>: Digital Marketing Awards Case Studies



Annexure S: List of Clients of the Agency

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

List of Clients of the Agency

S. No	Name of Client	Sector of Client (BFSI/Non-BFSI)	No of years (in chronological order starting with latest first)

Signature	Ωf	Authorized	nerson
Signature	OI.	Authonzeu	Del 2011

Name of authorized Signatory

Date and Place

Seal of Agency