



**Request for Proposal  
For Digital  
Marketing Agencies**

RFP NO: CO: SSL/ MKTG RFP/ 2022-23 /01

**Dated: (21<sup>st</sup> September 2022)**

SHCIL Services Limited.  
Plot No. P-51, TTC Industrial  
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## **Introduction**

### **Invitation for Tender offers**

SHCIL Services Limited (SSL) invites sealed tender offers (Eligibility, Technical bid) from eligible, reputed entities towards RFP for [empanelment of Digital Marketing Agencies]. In this RFP, the term bidder/ prospective bidder refers to the primary bidder participating for delivering services mentioned in the scope of works.

Complete set of tender documents may be downloaded by eligible bidder from the website of the Company; The Company reserves the right to reject any or all offers without assigning any reason.

Technical Specifications, Terms and Conditions and various formats and pro forma for submitting the tender offer are described in this document, Annexures and Appendices.

### **Information Provided**

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the [empanelment of Digital Marketing Agencies]. Neither the Company nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document.

### **For Respondents Only**

The document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”).

### **Confidentiality**

The Invitation document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Invitation document is provided to the Recipient on the basis of undertaking of confidentiality given by the Recipient to Company. Company may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated or affiliated in anyway with Company or any of its customers or suppliers without the prior written consent of Company.

### **RFP disclaimer**

This Request for Proposal containing Annexures and subsequent Addenda and Corrigenda (Herein after called as RFP or tender) has been prepared solely for the purpose of enabling the Company to empanel Service Providers for [Digital Marketing Activities] as per specifications, terms and conditions and scope defined in this RFP (herein after referred as “[Digital Marketing Agency]”)

The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required services.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.

**Important Details (Schedule of Events, contact & communication details etc.)**

1.	Name of Organization	SHCIL Services Limited
2.	RFP No.	RFP NO: SSL / MKTG RFP/ 2022-23 /01
3.	Brief Description of the RFP	RFP for Empanelment of Digital Marketing Agencies to handle digital marketing activities for SSL
4.	Date of issue	<b>21<sup>st</sup> September 2022</b>
5.	Pre-bid meeting	<b>26<sup>th</sup> September 2022</b> , at SHCIL Services Ltd - SHCIL House, Plot No. 51, T.T.C. Industrial Area, M.I.D.C., Mahape Navi Mumbai PIN 400 710
6.	E-bidding to be facilitated by	M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad, on behalf of SHCIL Services Ltd
7.	Address for online submission of bids	Bid must be submitted online on <a href="https://eauction.auctiontiger.net">https://eauction.auctiontiger.net</a>
8.	Last date of submission of Queries	<b>30<sup>th</sup> September 2022</b> before 12 :30 PM IST
9.	Response to Pre-Bid queries	<b>01<sup>st</sup> October 2022</b>
10.	Last date & time for submission of Bids	<b>13<sup>th</sup> October 2022</b>
11.	Date and time of Opening of Eligibility and Technical Bid	Will publish details online ( website : <a href="http://www.shcilservices.com">www.shcilservices.com</a> )
12.	Contact Details of M/s e-Procurement Technologies Ltd.(ETL), Ahmedabad	Call/write us for Registration / Approval / DSC Verification: Phone Nos.: +91 - 79 - 350 221 80 / 67 Cell Number: +91 - 63532 17080, +91-9099090830 E Mail: <a href="mailto:info@abcprocure.com">info@abcprocure.com</a> , <a href="mailto:dsc@abcprocure.com">dsc@abcprocure.com</a>  Call/write us for e-Tender Submission Cell Number: 9904406300 / 9510812960 / 9510812971 / 9374519729 Write to us by e-mail at: <a href="mailto:support@auctiontiger.net">support@auctiontiger.net</a> (Support will be available between 10:00 am to 07:00 pm on Monday to Friday)  <a href="mailto:rfp@shcilservices.com">rfp@shcilservices.com</a> (Time. 10.00 A.M. to 5.00 P.M.)
13	Tender Fees (Non Refundable)	Rs.11,800/- inclusive taxes wire transfer in favor of SHCIL Services Ltd, payable at Mumbai. Submit with Eligibility Documents
This bid document is not transferable		

Name of the Bank	HDFC BANK
Name of Company	SHCIL SERVICES LTD.
Bank Address	MANECKJI WADIA BLDG, GROUND FLOOR,NANIK MOTWANI MARG, FORT MUMBAI 400023
Account Numbers	600340028869
MICR NO (9 digit code)	400240015
IFS Code (11 digit code)	HDFC0000060

The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website [www.shcilservices.com](http://www.shcilservices.com) under **Tender Notice** for any changes / addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with Company the time & venue -1- day prior to any of the above scheduled event.

Email communication shall be sent in this regard. Subsequently, the company will evaluate the Technical Bids and the bidders shall be suitably intimated about their Technical bid after evaluation.

The Company at its discretion may empanel multiple bidders of expertise in different skills/technologies.

The Company retains the right to carry out the technical evaluation with Eligible bidders. SSL reserves the right to negotiate the commercial with eligible & Technically Qualified bidders. **Company may at its discretion select two or more bidders with matching commercials for allotment of work in respective proportionate terms as deem fit.**

#### Costs to be borne by bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder and the Company shall not be liable for any costs and/or expenses in relation to responses to the RFP and/or shall not entertain any requests / representations regarding bearing/sharing of costs and /or expenses.

#### Legal Relationship

No binding legal relationship will exist between any of the Bidders and the Company until execution of a definitive legal agreement.

#### Disqualification

Any form of canvassing/lobbying/influence/cartelization, etc. by the Bidder may result in disqualification of such Bidder

#### Information Confidentiality

The information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in the RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Company shall be subject to the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided.

#### Recipients' Obligation to Inform Itself

It is the Recipient's responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information.

#### Evaluations of Offers

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document. The issuance of document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

### **Errors and Omissions**

Each Recipient should notify the Company of any error, omission, or discrepancy found in this document. Notification should be made to the address found in proposal related details

### **Acceptance of Terms**

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, Company acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Company. Company reserves the right to provide such additional information/ clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of Company, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Company makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice.

While due care has been taken in the preparation of this document, Company will not be held responsible for any inaccuracy in the information provided herein. The recipient of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

- Properly understand and examine the RFP;
- examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;
- satisfy itself as to the completeness, correctness and sufficiency of its response;

A recipient will, by responding to the Company's RFP document, be deemed to have fully read, understood and accepted all the terms as stated in this RFP document.

### **Liabilities of the Company**

This Invitation is not an offer by the Company, but an invitation for Vendor responses. No contractual obligation on behalf of the Company whatsoever shall arise from the invitation process unless and until a formal Purchase Order/Work Order is signed and executed by duly authorized officials of the Company and the select bidder.

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that the Company may take. All the submissions, including any accompanying documents, will become the property of SHCIL Services Ltd.

### **2.0 Requirements Summary Intent**

The Company is issuing this RFP document (hereinafter referred to as "the RFP" which expression shall include all attachments and annexures hereto as well as all amendments, addendums, modifications and alteration hereto) to service providers, (hereinafter referred to as "the Bidder") to enable them to participate in the competitive bidding for "[*Empanelment of Digital Marketing Agencies*]".

[Please refer below for detailed scope of work required to be carried out by the bidder]

The Digital marketing Agency will be responsible for managing SSL presence across all digital and social media channels including but not restricted to creative asset creation, video creation, campaign, content and online reputation management as per defined scope of work.

The Company at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

### **Tenure**

The tenure of the contract initially would be for [one] years, subject to quarterly performance review from the date of the issuance of first purchase order by the Company. Company can further extend this at its discretion at mutually agreed terms. Company also reserve rights to terminate the agreement with 30 day notice.

### **Applications**

The scope of works in the Request for Proposal (RFP) for the [Empanelment of Digital Marketing Agencies] would include but not be limited to providing service/solution for [Digital Marketing Activities] and its maintenance and support for the tenure of the Contract.

### **Language**

The [Digital Marketing Agency RFP] should be in English

### **Data Integration**

1. The selected vendor will be responsible for successful data integration with existing customer data available with the Company.
2. The selected vendor will be responsible for developing integration scripts, upload scripts, testing, and rectification with the electronic data available in the Company's system.

## **3.0 Scope of Work**

### **Project Objective**

SSL will empanel more than one Digital Marketing agencies for the below mentioned broad categories of work. There is no minimum commitment from SSL on the quantum of work to be assigned to the agency. Also SSL reserves the right to use any other Digital Marketing Agency on a project basis apart from the one which will be selected through this RFP. The scope of work includes but is not limited to the following:

#### **Overall Digital Marketing Strategy:**

The agency shall be responsible for the overall Digital Marketing and Communication campaigns across all social media and digital channels including following deliverables:

The marketing efforts through Search Engine Optimization (SEO), Search Engine Marketing (SEM), Display, paid and organic Social Media & Affiliate marketing including but not limited to creative development, media buying, developing overall product and brand strategy, content management, online reputation management etc related to digital and social media marketing space. The agency should be

**RFP for [Empanelment of Digital Marketing Agencies]**

capable of running both performance as well as brand campaigns with brilliant creative team and should be willing to work in collaboration with the mainline/primary creative and media agency.

Create media plans with 360-degree digital coverage including, search, display, OTT, native, social, content, PR, influencers and other forms of digital marketing techniques that may be available / evolve with time.

Measuring and implementations of our platforms, performances through proprietary analytical tools, and tag implementation solutions.

Creating a digital marketing architecture for SHCIL Services Limited and roadmap pertaining to broad objectives of the Company.

**1) Search Engine Optimization**

**a. Optimization strategy**

This includes audience and content gap analysis, backlink and keyword research, competitor analysis, planning and keyword forecasts, and campaign ideation.

**b. On-site optimization**

On-site search engine optimization includes metadata optimization and content generation, including optimizing content for Voice / Video.

**c. Off-site optimization**

Off-site search engine refers to all the measures that can be taken outside of the actual website in order to improve its position in search rankings.

**d. Technical optimization**

This includes a thorough multi-point audit, page speed projects, server log analysis, CMS/responsive design, indexation improvement, HTTPS and site migrations.

**2) Search Engine Marketing**

Below given is the list of some of the best known SEM activities across major publishers (Google, YouTube, Facebook, LinkedIn etc.).

- Paid search advertising
- PPC (pay-per-click)
- PPC (pay-per-call)
- CPC (cost-per-click)
- CPM (cost-per-thousand impressions)

**3) Social Media Marketing**

Social media marketing supports in customer engagement and driving traffic to website hence helping business in generating more leads. By sharing informative & quality content, you are providing our potential customers one more reason to click through our website.

Below are the lists of platforms which help us to achieve the maximum outcome for our business.

- Facebook
- LinkedIn
- Twitter
- YouTube
- Any other popular platforms like (Pinterest, Tumblr etc.)

#### 4) Mobile Marketing

Mobile marketing is a multi-channel, digital marketing strategy aimed at reaching a target audience on their smart phones, tablets, and/or other hand held devices, via websites, email, SMS and MMS, social media, and apps. Some other specific mobile marketing requirements:

- Mobile-Friendly Website
- Mobile Advertising for Email
- Campaign specific Landing pages optimised for mobile
- SMS and MMS Marketing
- Off the shelf campaign / customer engagement Apps
- App-based marketing
- In-game mobile marketing
- QR codes
- Google Ads Enhanced Campaigns
  - Mobile Site Links
  - Click-to-Call Mobile
  - Google Offers for Mobile (We can show promos or offers)
  - Click-to-Download (Product brochures can be downloaded)

#### 5) Digital Content Marketing (Text, Graphics & Video)

Digital Content marketing is a strategic marketing approach focused on creating and distributing valuable, relevant, and consistent content to attract and retain a clearly defined audience — and, ultimately, to drive profitable customer action. Content in form of Text, **Blogs and content written by professionals in the field** (Blog, Search Engine ads), Graphics & Video should be made on request and used widely depending upon the medium to publish it and made on request.

#### 6) Landing page development and deployment

Landing pages are often found organically, using keywords and high-ranking search results. A landing page is usually promoted through Google Adwords or another similar service, and it exists for one reason only to convert leads. The goal of a great landing page is to increase conversion rates in order to reach our marketing or business growth goals. A landing page can be our homepage, or another page within website, or it can be a standalone page created for a specific campaign, sale, or product. Proficient in frame work for WordPress CMS and Migrations. And deploy the developed page on live environment

#### 7) Online Customer Relationship Management

Online Customer relationship management is not just the application of technology, but is a strategy to learn more about customers' needs and behaviors in order to develop stronger relationships with them.

- Social Listening & Analysis  
Track social media platforms for mentions and conversations related to our brand and analyze them for insights to discover opportunities.

It's a two-step process:

- Step 1: Monitor social media channels for mentions of our brand, competitors, products, and keywords related to our business.
- Step 2: Analyze the information for ways to put into action. That can be something as small as responding to a happy customer, or something as big as funnel the customer for upsell / cross sell.

- Conversion Tracking  
Conversion tracking can include signing up for a newsletter, downloading a content offer or taking any action on a product. It is a way to determine the effectiveness of an advertising campaign, design change and other marketing components as consumers move toward conversion, few goals.
  - Increase site visitors
  - Direct people for call-to-action (CTA)
  - Sign-up for a newsletter
  - Download content offer
  - Play a video

#### 8) Online Reputation Management

Online Reputation Management (ORM) is the process of measuring and altering the internet's perception of a brand for the benefit of company. The concept of ORM in Digital Marketing plays an essential role as it serves to get free of negative feedback about a business and brand from search engines. Reputation is the primary priority for a business and if somebody adds adverse feedback about the business it can be eliminated using the advantages of Online Reputation Management Services.

- Sentiment Analysis  
Sentiment analysis will allow us to identify customer sentiment toward products, brands or services in online conversations and feedback.
- Audience Analysis  
Audience analysis is the research of demographics, language, location, preferences, interests, and other metrics within a group. It is then analysed to provide useful and actionable consumer insights.
- Brand Perception Management  
It is about creating a good digital image that will leave a positive impression about the company / product on an individual when they search online.

#### 9) Experience in BFSI Industry

Worked in BFSI Industry should have knowledge of Stock Market, Capable of putting forward ideas to acquire more clients. Run campaigns to boost more accounts. Track record of getting quality leads for account opening, and lead analysis.

#### **Expectations from the pitch presentation:**

The agency will present on the topics below:

- Agency credentials
- Team which will be handling the SSL account & their credentials
- SSL competition analysis
- SEO annual strategy
- Social annual strategy (should include at least 5 ideas which will create a big impact on increasing engagement with existing set of customers and acquire more clients)
- Paid media annual strategy for acquisition of Trading and Demat account

The entire scope of work/proposed requirement/services or obligations required to be performed by the Vendor in terms of this RFP shall be hereinafter be referred to as "Project"/"Solution"/"Services" and such terms may be used interchangeably, however shall have the same meaning as ascribed herein.

#### RFP for [Empanelment of Digital Marketing Agencies]

1. The Vendor should ensure that all systemic changes or new requirements necessitated out of Government / other regulatory guidelines or other Company requirements as per the RFP are made available from day one of the **[digital marketing agency]** going live. Any new government/ regulatory requirements that impact the provided **[digital marketing agency solutions]** to the Company need to be incorporated as a feature upgrade or an enhancement or a patch and should be provided to the Company at no additional cost during the period of the contract.

### Project Scope

Description of the envisaged scope is enumerated as under. However, the Company at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

1. Based on the contents of the RFP, the selected vendor shall be required to independently arrive at a **[digital marketing agency solution]**, which is suitable for the Company, after taking into consideration the efforts estimated for implementation of the same and the resource and the equipment requirements. The Company expressly stipulates the Vendor's selection under this RFP is on the express understanding of this RFP contents and its requirement of the assignment. The vendor shall be required to undertake such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire project at no additional cost to the Company.
2. Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Company. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Company. The Company will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP.
3. The Bidder will be required to fix any vulnerability in the **[Digital Marketing Agency Services]** at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the Company or can be a finding of any internal or external audit conducted by the Company or its auditors on a periodic basis.
4. The Bidder is required to note the following points:
  - The Bidder has to size the **[Digital Marketing Services]** covering hardware, software & services to ensure availability, scalability, redundancy and performance of the [Digital Marketing Services], and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Company.
  - The Bidder is completely responsible for the proposed **[Digital Marketing Services]** to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The Company assumes no responsibility for assumptions made by the Bidder. In the event the **proposed [Digital Marketing Agency Services]** fails to meet the Service Level Agreement (SLA) (if applicable and stipulated in this RFP) and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the **[Digital Marketing Services]** at no additional cost to the Company.
  - The Bidder has to ensure the arithmetical accuracy of the technical and commercial bid. The Company will not be responsible for any errors in the bid submitted by the Bidder.
  - Any assumptions, changes, deviations other than what is specified and accepted by the Company will not be considered for the purpose of this RFP.

## **Interface & Integration requirements**

The agency will provide one or more tool(s) as per requirement at no extra cost. However, hardware to use the tools may be provided by SSL at its office(s). The list of all tools that will be used for the optimization and execution of the campaigns has to be shared and the agency should be comfortable to arrange for a walk through for the same if needed.

- The tool should crawl the web including Social Media Platforms, Forums, Blogs, News, Communities, Websites, etc. to aggregate content/ mentions for the Bank's Products/Services, key competition
- The tool should be able to be used for social listening, sentiment analysis and posting & tracking responses
- The tool should have the following capabilities:
  - To aggregate content from various Social Media Sites and relevant platforms across the web.
  - To run a sentiment analysis on the content.
  - Real-time filtering and monitoring of posts.
  - To generate reports on the sentiments at the brand and product level.
  - To track the response end to end.
  - To identify the sentiment of the post.
  - To prioritize responses to posts.
  - Provide In-depth Dash-Board reports and Age-Wise analysis of the responses.
  - Ability to integrate with other channels like CRM, Email, Complaint Management System, Lead Management System, etc. to have an automated and integrated approach.
  - Ability to create and manage social media campaigns on various platforms.
  - Ability to publish content/posts on SSL Social platforms.
  - Ability to see translation of the comment in vernacular languages other than English or Hindi.
  - Ability to provide responses in multi-language and generate corresponding reports.
  - Ability to run campaigns and generate corresponding reports.
  - Ability to use for in-house Command centre.
  - Any other customization of the tool as per the requirements of the Company.
  - Backup of the data should be stored and made available to the Company.

### **Licenses**

- The Company will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFP. In the event of any claims against the Company for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.
- Further if the selected Bidder has missed out providing any required licenses to the Company, then the Company will not bear any additional amount for procurement of such licenses at a later date.

### **4.0. Service Levels**

The Service Contract shall include the following:

Required troubleshooting, settings, adjustments by the bidder to ensure smooth and trouble free working of marketing landing pages or any other digital marketing requirements.

#### **SLA Penalty Calculation:**

Will be shared at the time of project requirement

### **5.0. RFP Response Instructions**

#### **Rules for responding to the RFP**

All responses received after the due date/time would be considered late and would be rejected.

#### **Price**

- a. The bidder will be required to submit commercial bids when called from SSL.
- b. Once we receive quotes from empaneled bidders, L1 will be finalized on commercial basis and technical evaluation.

#### **Others**

- I. Responses to this RFP by the Bidders shall not constitute an obligation on the part of the Company to award a contract for any services or combination of services. Failure of the Company to select a Bidder shall not result in any claim whatsoever against the Company and the Company reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- II. By submitting a proposal, the Bidder agrees to promptly contract with Company for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Company within 45 days from the date of Purchase order herein will relieve Company of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Company.
- III. The terms and conditions as specified in the RFP, addendum and corrigendum issued by the Company thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Company, the Bidder may, in sole discretion of Company, be disqualified.
- IV. The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the selected Bidder's performance. In the event that the Company is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates that Bidder will be responsible for any re-procurement costs suffered by the Company. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Company for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.

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- V. By submitting the bid, the Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all services supplied in response to this RFP shall meet the proposed requirements of the Company. The Bidder shall be required to independently arrive at a Solution, which is suitable for the Company, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Company. The Bidder also acknowledges that Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Company expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Company in writing, shall form a part of the final contract.
- VI. The Bidder represents and agrees to obtain and maintain validity throughout the Contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations of the selected Bidder. The Bidder further agrees to inform and assist the Company for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Company for availing services from the selected Bidder.
- VII. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.
- VIII. The Bidder covenants and represents to Company, the following:
- It is duly incorporated/constituted, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
  - It has the corporate power and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
  - The execution, delivery and performance under an Agreement by such Party:
    - Will not violate or contravene any provision of its documents of incorporation.
    - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
  - Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
  - To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
  - The selected Bidder shall undertake to provide appropriate manpower as well as other

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resources required, to execute the various tasks assigned as part of the project, from time to time. The Company has the right to interview any and all of the resources deputed by the selected bidder and only upon satisfaction will allow the resource to work on the project.

- All RFP response documents would become the property of the Company and the Company also would not return the bid documents to the Bidders.
- Company will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- Company 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.
- There won't be any extension for submission of BID and SSL will proceed on the basis of bids received even if only single eligible and technically qualified bid is submitted

#### Other RFP Requirements

1. Company reserves the right to cancel this RFP any time or at any stage without any reason / notice to the vendor or change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Company's website.
2. Company reserves the right to extend the dates for submission of any and all responses to this document.
3. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Company from time to time. Responses to inquiries and any other corrections and amendments will be distributed to all Bidders by fax or in electronic mail format.
4. If there are conflicting points in the RFP, the Company reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.
5. Preliminary Scrutiny – Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Company may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Company reserves the right for such waivers and Company's decision in the matter will be final.
6. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Company may, at its discretion, ask some or all Bidders for clarification of their offer. Company has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.
7. No Commitment to Accept Lowest bid or Any bid – Company shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Company will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure /manual" is not acceptable. Company may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP. Bids with eraser/over writing/cutting are liable to be rejected.
8. Right to Alter requirements – Company reserves the right to alter the requirements specified in the RFP. Company also reserves the right to delete one or more items from the list of items specified in the RFP. Company will inform all Bidders about changes, if any. The Bidder agrees that Company has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Company will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would

be applicable for such alterations in quantities till the period of the contract.

9. Since some of the payment terms warrant monthly payouts from Company vis-à-vis SLA monitoring, it is to be noted that any such monthly payments will be released and penalties if any, as defined by SLAs, shall be adjusted in the payment for the last month. Balance penalties, if any shall be levied in the payment for the subsequent months.
10. The Bidder shall perform its obligations under this RFP as an independent contractor, and may engage subcontractors (with requisite prior permission from SSL if any) to perform any of the deliverables or services. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Company and the Bidder or its employees, subcontractor; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Company.
11. Details of Sub-contracts, as applicable: If required by Company, selected Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that the selected bidder will not subcontract primary functions stipulated in this RFP and notwithstanding the use of subcontractors by the selected Bidder for purposes other than main functions, the selected Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor chosen by the selected Bidder to perform its obligations. The selected Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub- contractors.
12. Selected Bidder shall inform their readiness for the pre-delivery/post-delivery inspection at least 15 days in advance. Inspection of the centralized application and data base servers, etc. will be carried out at the Vendor's Data Centre/DRC. All reasonable facilities, tools and assistance including access to drawings and production data should be provided to Company's officials and the representatives during inspection. There shall not be any additional charges for such inspection. However, Company will have the discretion to recover the costs related to travel and stay of its staff / representatives if the services offered for inspection is not as per Company's requirement or the test conditions are not complied with.
13. There will be an acceptance test by Company or its nominated representatives after installation of the Solutions. In case of discrepancy Company reserves the right to cancel the entire contract and the Bidder should take back its solution at its costs and risks. The test will be arranged by the Bidder at the sites in the presence of the officials of Company and / or its representatives. The tests will involve trouble-free operation of the complete solution during UAT apart from physical verification and testing. There shall not be any additional charges for carrying out this acceptance test.
14. Company will take over the system on successful completion of the above acceptance test. The Installation cum acceptance test & check certificates jointly signed by selected Bidder's representative and Company's official or any consultant / auditor appointed by Company should be submitted at Project Management Office of Company, along with invoice etc. for scrutiny before taking up the request for consideration of payment.
15. The Bidder has to submit the escalation matrix upto the highest management authority of the Bidder the along with necessary contact details.
16. However, the selected Bidder shall install and commission the solution, in terms of this RFP, at locations designated by Company or at such Centers as Company may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
17. The selected Bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees, if any, and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Company. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected bidder, for any assignment under the contract to be issued for this RFP. All

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remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the selected bidder shall be paid by selected bidder alone and Company shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected bidder's employee, agents, contractors, and subcontractors, etc. The selected bidder shall hold Company, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Company through the action of selected bidder 's employees, agents, contractors, subcontractors etc. However, the selected bidder would be given an opportunity to be heard by Company prior to making of a decision in respect of such loss or damage.

18. Company shall inform the selected bidder of all known breaches and claims of indemnification and the selected bidder shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Company as to the loss / damages mentioned above shall be final, conclusive and binding on the selected bidder and selected bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Company including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Company on the Bidder towards breaches, claims, etc. Company shall provide the selected bidder with details of such demand levied by Company. For the purposes of this section, the indemnity may include but not limited to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non- provision of statutory benefits by the selected bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP. The selected bidder's representative will be the point of contact for Company. The delivery, installation, configuration status of the project should be reported on a weekly basis.
19. In case of software supplied with the solution the selected bidder should ensure that the same is licensed and legally obtained with valid documentation made available to Company.
20. Technical inspection and performance evaluation – Company may choose to carry out a technical inspection/audit and performance evaluation of solution offered by the Bidders. The Bidder would permit Company or any person/persons appointed by Company to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (travel, stay, etc.) incurred for the same would be borne by the Company.
21. The Bidder shall ensure that the solution provided and sized by the Bidder is capable of meeting Company's current and terminal year transaction and business volumes.
22. The bidder should have office in Mumbai.

**Additional Information**

1. Selected bidder and/or its authorized service providers should have their own employees for execution of projects. However, selected bidder will be fully responsible for the service for the service providers. Company will not make any reference to them. In case of any deficiency in service, penalties will be to the selected Bidder's account.
2. The selected bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of Company, nor seek to be treated as employees of Company for any purpose, including claims of entitlement to fringe benefits provided by Company, or for any kind of income or benefits. The selected bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the selected bidder will make all required payments and deposits of taxes in a timely manner.

**Numbering of Pages**

3. All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Eligibility Bid, Technical Bid and Commercial Bid, and not section-wise.

**Authorized Signatory**

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

**Cost of Preparing the Bids**

The cost of preparing the response to this RFP will be the responsibility of the Bidder and Company will not be liable for any cost incurred by the Bidder.

**Clarification on RFP Document**

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all specifications/conditions/intent of RFP for implementing the Origination Systems Solution in total.
2. The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries as per Appendix 03 – Pre Bid Query Format in writing to Company on or before the timeline prescribed in this RFP under “Schedule of activities and events”
3. All clarifications/queries on the bid are to be in writing and are to be addressed to:

[rfp@shcilservices.com](mailto:rfp@shcilservices.com)

Pre-bid queries can be submitted in the format provided in Appendix 03 – Pre Bid query format on the following email-ids:

[rfp@shcilservices.com](mailto:rfp@shcilservices.com)

### **Bidder's Quote/Offer**

- I. The Bidder must furnish requirements as per the formats provided in the RFP document.
- II. The commercial bids will be called from all the empanelled bidders.  
While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No. 12-02-6 CTE /SPI (I) 2 / 161730 dated 13.01.2012): Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
  - If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.'

The decision of the Company shall be final and binding in this regard.

### **Related Parties -**

- In the following circumstances company will have discretion to reject the Proposal/ response or accept the Proposal/ response with some conditions stipulated by 'the Bank'.
- Proposal/Response submitted by holding company and its subsidiary
- Proposal/Responses submitted by companies having common director/s
- Proposal/ Responses submitted by partnership firms /LLPs having common partners
- Proposal/Responses submitted by companies having the same group of promoters/ management
- Any other proposal/ response in the sole discretion of the company is in the nature of multiple bids.

### **Integrity Pact**

All the successful bidder will be required to enter into an integrity pact with the Company as per the CVC guidelines. Please refer Appendix 05.

### **Submission of Bids**

1. Online RFP response should be submitted to the authorized person at the address given in Section 1.4–Important Details (Schedule of Events, contact & communication details.)
2. The response should be submitted to the authorized person on or before the last date & time of submission mentioned in section 1.4. If the last date of submission of RFP response is declared as a holiday for any reason then the last date for submission of RFP response will fall on the next working day of the Company. The bids which are received after the scheduled date and time will be rejected by the Company.
3. The responses should not be submitted online.
4. For all eligibility
5. , technical and commercial bid openings, the Bidders are required to carry authorization letter from the authorized signatories.
6. The bid should constitute three separate parts. The response should be organized and submitted in the following manner:

#### **Part I - Eligibility Bid:**

- I. The Eligibility Bid containing the response to eligibility requirements for the solutions and other applications is to be sealed in a separate Envelope superscripted on the top of the cover as “**ELIGIBILITY BID for Empanelment of Service Provider [Digital Marketing Agency]**”.

- II. Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in Annexure 01);
- III. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract
- IV. Hardcopy/Online submission of soft copies of duly filled up Annexure 01 – Eligibility criteria compliance including supporting credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance.

## **Part II - Technical Bid**

- I. The Technical Bid containing the response to both technical and functional requirements for the Solution is to be sealed in a separate Envelope superscripted on the top of the cover as **“TECHNICAL BID FOR Selection of Service Provider for [Please include Purpose of the RFP]”**.
- II. The hard copy/online submission of soft copies of the technical proposal should be bound in such a way that the sections of the proposal can be removed and separated easily. Signed copy of the RFP, all annexure and appendices fully filled up need to be submitted.

### **The Bidders have to note that the Technical Proposal must contain the following**

- a. Executive summary of Bidder's response
- b. Duly signed covering letter by the authorized signatory as per Appendix 01 – Bid undertaking letter
- c. Detailed technical write up covering the detailed scope of work
- d. Conformity letter as per Appendix 02
- e. Any other relevant information in general

## **Part III – Commercial Bid**

- I. The bidders will have to submit the commercials as and when requirement shared by SSL.**

### **Overall Bid**

1. The separately sealed envelopes containing Eligibility Bid, Technical Bid for the **[empanelment of Digital Marketing Agency]** shall be submitted in another single sealed envelope/online submission super-scribed on the top of the envelope as: **‘Bid for Empanelment of Service Provider for [empanelment of Digital Marketing Agency] No. XXXXX dated DATE\_OF\_RFP\_RELEASE’**
2. The envelope/online submission is to be delivered to Company against acknowledgement.
3. The Bidder shall take care to submit the Bid properly filed so that the papers are intact. The Bidder shall submit the bid in suitable capacity of the file such that the papers do not bulge out and tear during scrutiny. The Bids, which are not sealed as indicated above, are also liable to be rejected.

### **Compliance Statement**

1. The Bidder shall certify the compliance or deviation of all clauses, terms conditions and specifications stipulated in RFP, as per Appendix 02 – Conformity Letter.
2. Non-submission of duly filled & signed conformity letter will make the bid liable for rejection.
3. The Bidder shall not just indicate that details are enclosed and submit brochures, manuals, documents etc. and they shall also indicate the Page number in the bid, at which additional information are enclosed in the brochures, manual, documents etc. The Bidder shall ensure correctness of referred page nos.

## Opening of Bids

Opening of Eligibility and Technical Bids

### Evaluation Methodology

A two stage process is adopted for selection of the vendor:

Stage 1: Eligibility cum Technical Bid

Stage 2: Evaluation methodology for eligible bidder

### Technical Bid Evaluation

During evaluation of the Tenders, the Company, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Company reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Company shall be final and binding on all the vendors to this document and Company will not entertain any correspondence in this regard.

### Eligibility Bid

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in Annexure 01 – Eligibility Criterion Compliance to this document. The vendor would need to provide supporting documents as part of the eligibility proof.

### 7.0. Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a three stage process. The stages are:

➤ **Technical Bid Evaluation**

The technical evaluation shall have the weightage of 70% this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-à-vis the weight-ages are as under:

● **Technical Bid Evaluation**

The vendor needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

Sr. No.	Proposal Bid Evaluation	Score
1	Commercial bid	30
2	Technical bid	70
Total		100

### **Payment Terms**

The bidder must accept the payment terms proposed by the Company. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the Company. Any deviation from the proposed payment terms would not be accepted. The Company shall have the right to withhold or deduct (in event of SLA breach) any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the Company. If any of the items / activities as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the vendor in the price bid against such activity / item.

The payment will be released as follows:

There shall be no escalation in the prices once the prices are fixed and agreed to by the Company and the selected bidder. Payment will be released by the Company as per payment terms on submission of relevant documents.

The Company will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Company shall make payment within 15 days from the date the dispute stands resolved.

### **General**

- The Company expects the vendor to adhere to the terms of this RFP document and would not accept any deviations to the same.
- The company expects that the vendor appointed under this RFP Document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Company.
- Unless agreed to specifically by the Company in writing for any changes to the RFP document issued the vendor responses would not be incorporated automatically in the RFP document.
- Unless expressly overridden by the specific agreement to be entered into between the Company and the vendor, the RFP document shall be the governing document for arrangement between the Company and the selected vendor.

### **Indemnity**

The Selected Vendor shall indemnify the company, and shall always keep indemnified and hold the Company, 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) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:

- Company's authorized / bona fide use of the Deliverables and /or the Services provided by selected Vendor under this RFP; and/or
- any act of commission or omission, fraud, negligence, breach on the part the selected Vendor and/or its employees, agents, sub-contractors in performance of the obligations under this RFP; and/or any act of omission of statutory requirement and/or
- claims made by employees or subcontractors or subcontractors' employees, who are deployed by the selected Vendor, against the company; and/or

- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Vendor to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Vendor under this RFP/subsequent agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the selected Vendor contained in this RFP; and/or
- The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the selected Vendor or its employees or sub-contractors under this RFP/subsequent agreement.
- Loss of data due to selected vendor provided facility or
- Any deficiency in the services of selected Bidder.
- Any transaction contemplated under this RFP/subsequent agreement.
- The provisions of this Clause shall survive the termination of RFP and subsequent Agreement made thereafter.

The selected Vendor shall at its own cost and expenses defend or settle at all point of time any claim against the Company that the Deliverables and Services delivered or provided under this RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Company:

- Notifies the selected Vendor in writing as soon as practicable when the Company becomes aware of the claim; and
- Cooperates with the selected Vendor in the defense and settlement of the claims.

However, (i) the selected Vendor shall take sole control of the defense and all related settlement negotiations (ii) the company provides will the selected Vendor with the assistance, information and authority reasonably necessary to perform the above and (iii) the Company does not make any statements or comments or representations about the claim without the prior written consent of the selected Vendor, except where the Company is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the selected Vendor, after due inspection and testing and at no additional cost to the Company, shall forth with either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Company to continue the use of the software / equipment, as required by the Company as per the terms and conditions of this RFP and subsequent Agreement and to meet the service levels; or 3) refund to the Company the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Company in the event of the failure of the selected Vendor to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Company.

The selected Vendor shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by selected Vendor; or
- any change, not made by or on behalf of the selected Vendor, to some or all of the software/deliverables supplied by the selected Vendor or modification thereof, provided the infringement is solely on account of that change;

**No liability**

- 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 company 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.
- Company 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 Company shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business

**Extension of Contract Post Expiry**

- The Company desires to appoint the vendor for a total period specified in the RFP, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement, Company would like to safe guard the interests of all the entities involved in the arrangement. Therefore, the Company would like to have options to revisit the arrangements and terms of contract as well as to re-price the same (rates similar or less than existing arrangement) after the contract expiry, if necessary.
- The Company expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Company will cause cessation of services.

**Termination of Contract**

1. Company shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 60 days prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent agreement for convenience.

However the Company will be entitled to terminate subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and

Such breach is not cured within thirty (30) Working Days after the Company gives written notice; or if such breach is not of the type that could be cured within thirty (30) Working Days, failure by Vendor to provide the Company, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Company. Or

Non conformity of the Deliverables or Services with the terms and Specifications of the RFP as observed during post-delivery audit or otherwise; or

Serious discrepancy in the quality of service/hardware/software expected during the implementation, rollout and subsequent maintenance process.

This Tender and 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 appointment continues for a period of twenty one (21) days;

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.

- II. In the event of a termination of the Contract by the Company, the Bidder shall do all such acts or deeds as may be required to fully compensate the Company for all expenditure incurred by the Company in executing or obtaining the execution of the Project, till such time of termination and for any removal and/or relocation that may be required by the Company following such termination. The Company shall not bear any liability in this regard. The company shall recover all the cost of replacing vendor and or the company shall impose the liquidated damages. In the event of the Company communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
- III. In the event of the Company communicating its intention to terminate the Contract due to change in its policy or Business Practice or any other reason which may arise due to unforeseen circumstances, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, including but not limited to Facilities Management, support and maintenance for the Deliverables for a period up to 12 months following notice of intention to termination, until such time that the Company indicates that it has been able to make alternative arrangements for the provision of such Services, in accordance with the terms, including those pertaining to payment, contained herein.
- IV. Other reason and not limited to :

#### **Other Rights or Remedies**

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by the Company, and does not affect any accrued rights or liabilities of either Party at the date of termination.

#### **Effects of Termination**

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Company terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

#### **Consequence of Termination**

If Company terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the selected bidder as a result of such termination, other than:

- the charges or any other amounts due to selected bidder up to the date of termination;
- amounts payable for any Services already performed at the date of the termination;
- amounts payable for Services yet to be performed but which the parties agree not to terminate after performance of those services; and

The selected bidder understands the scale, tenure and criticality of this Project and that it would require tremendous commitment of financial and technical resources for the same from the selected bidder for the tenure of this tender and subsequent Agreement/Contract. The parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of RFP and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period of three (3) months, and only after completion of the selected bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the selected bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement/Contract and shall maintain the agreed Service levels.

Upon Company's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the selected Bidder, being used by the selected Bidder to provide the Services and (ii) the assignable agreements, selected Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and selected Bidder's equipment to Company and its designee(s) on commercially reasonable terms mutually acceptable to both parties.

Upon Company's request in writing, selected bidder shall be under an obligation to transfer to Company or its designee(s) the Deliverables being used by the selected bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of the reverse transition services, Company shall have the right, and selected bidder shall not object to or interfere with such right, to contract directly with any selected bidder's subcontractor.

Procedure for transition and migrating to the new appointed Bidder is as follows:

- Time frame for parallel run
- Skill transfer mechanism and in specific cases, the Loan management requirement
- Reverse Transition Plan

Reverse Transition Services are the services provided by selected bidder to Company during the reverse transition period which will start after completion of the three (3) months' notice period to facilitate an orderly transfer of the Services to Company or to an alternative third party service provider nominated by Company. Where Company elects to transfer responsibility for service delivery to multiple Bidders, Company will nominate a services provider who will be responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.

The Reverse Transition Services, to be provided by the selected bidder to the Company shall include the following:

#### **Data Migration**

The selected Bidder will assist the company in migration exercise without any cost to the company.

#### **Knowledge Transfer**

The selected bidder shall provide such necessary information, documentation to the Company or its assignee, for the effective management and maintenance of the deliverables under this RFP. Selected bidder shall provide documentation (in English) in electronic form of all existing procedures, policies and programs required to support the services. Such documentation will be subject to the limitations imposed by selected bidder's Intellectual Property Rights of this RFP and shall include:

- Operational work instructions
- Listing of all events being monitored and the monitoring frequency

- Listing of all third (3rd) party vendors those have been directly related to the provision of the Services and that may be the subject of a request by Company or the replacement service provider for assignment, cancellation or renovation

All trainings that the Company feels are necessary to be imparted to the Company or its designees' personnel, the same shall be scoped and reasonably charged additionally.

### **Warranties**

- All the warranties held by or in the name of the selected bidder shall be assigned or transferred "As Is" in the name of the Company. The selected bidder shall execute any and all such documents as may be necessary in this regard.
- The parties shall return confidential information and will sign-off and acknowledge the return of such confidential information.
- Selected bidder shall provide all other services as may be agreed to by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and reasonably priced. Reverse transition services shall be charged based on selected bidder's then current time and materials rates.
- The selected bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the selected bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.

### **Compliance with Laws**

1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees / officers / staff / personnel / representatives / agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Company will give notice of any such claim or demand of liability within reasonable time to the Bidder.
3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.

**Assignment**

1. The selected bidder agrees that the selected bidder 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 selected Bidder's affiliate without the prior written consent of the Company.
2. If the Company undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company and the Bidder under this RFP.

**Inspection of Records**

All records of bidder with respect to any matters covered by this RFP shall be made available to the Company or its designees at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Company would execute confidentiality agreement with the Bidder, provided that the auditors would be permitted to submit their findings to the Company, which would be used by the Company. The cost of the audit will be borne by the Company. The scope of such audit would be limited to Service Levels being covered under this RFP and subsequent contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. The Bidder's records and sites managed for the Company shall also be subject to Regulator/Company inspection.

**Publicity**

The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Company regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Company. The Bidder shall not, use the Company's name as a reference, without the express written permission of the Company first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Company agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

**Solicitation of Employees**

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two year thereafter, neither party will cause nor permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

1. initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
2. respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

**Visitorial Rights**

The Company and its authorized representatives, including Exchanges or any other regulator shall have the right to visit any of the vendor's premises without prior Request for Proposal - Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all information/ documents required by the Company.

### **Monitoring and Audit**

Compliance with security best practices may be monitored by various periodic security audits performed by or on behalf of the Company. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.

### **Guarantees**

1. Bidder shall guarantee that the Services/software/solution and allied components used to service the Company are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation.
2. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

### **Force Majeure**

1. The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
3. Unless otherwise directed by the Company in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Company and the Selected Bidder shall hold consultations in an endeavor to find a solution to the problem.
5. Notwithstanding above, the decision of the Company shall be final and binding on the Selected Bidder.

### **Resolution of Disputes**

1. The Company and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Company and the selected bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Company project manager and Empanelled bidder's project manager 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 selected bidder and Company respectively.

3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected bidder and Company, the Company and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

**Arbitration:-**

1. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
2. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent 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 RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties.
3. The place of arbitration shall be at Mumbai.
4. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
5. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
6. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Mumbai only.
7. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

**Governing Law and Jurisdiction**

This RFP and subsequent agreement with the Selected Bidders shall be governed and construed in accordance with the laws of India and courts in Mumbai will have the exclusive jurisdiction to determine the issues arising out of this RFP.

**Corrupt and Fraudulent practice**

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
2. "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.
3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company 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 Company of the benefits of free and open competition.

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

#### **Waiver**

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement/contract with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

#### **Violation of Terms**

The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidders from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

#### **Addition/Deletion of Qualified Offerings**

1. Both parties agree that the intent of this RFP is to establish an initial set of service offerings. The Company recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. In addition, the Company recognizes that from time to time, hardware and software products that are provided as part of selected bidder's services will be upgraded or replaced as technology evolve. Replacement and/or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of the Company. For this purpose, a Change Order Procedure will be followed. Company may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The selected bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The selected bidder shall carry out such services as required by the Company. The terms of the contract would apply to such incremental deliverables and services.
2. The selected bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Company reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Company has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing.
3. The Company is under no obligation to honor such requests to add service categories or amend this contract.
4. As a method for reviewing selected bidder's services and Company requirements, the Company will sponsor regular reviews to allow an exchange of requirements and opportunities.

5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this RFP can be varied by the Company. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

#### **Service Level Agreement and Non-Disclosure Agreement**

1. The selected vendor shall execute:
  - a) Service Level Agreement (SLA), 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 Company
  - b) **Non-Disclosure Agreement (NDA)**, the selected vendor shall execute the SLA and NDA within two months the date of acceptance of letter of appointment or as intimated by the Company.
  - c) The stamp duty or any other associated charges to execute the above mentioned document shall be borne by the successful bidder.

#### **Liquidated Damages**

##### **a. Liquidated Damages and penalty**

- I. Company expects that the selected bidder complete the scope of the project as mentioned in section 6 – Project timeline of this document within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 0.5% of the entire project cost/TCO per week of delay or non-compliance. Company at its discretion may apply this rule to any major non- delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.
- II. Thereafter, at the discretion of the Company, the contract may be cancelled. Company also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to Company and is attributable to the selected Bidder.
- III. Inability of the selected bidder to provide services at the service levels defined would result in breach of contract and would invoke the clause.
- IV. Notwithstanding anything contained above, no such penalty will be chargeable on the selected bidder for the inability occasioned, if such inability is due to reasons entirely attributable to Company.
- V. The maximum amount that may be levied by way of penalty pursuant to clause above shall not exceed 10% of the Total Contract value.

#### **Setoff**

Without prejudice to other rights and remedies available to the company it shall be entitled to earmark , set-off or adjust any amounts due to the company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the company to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

#### **Information Ownership**

All information processed, stored, or transmitted by equipment belongs to the Company. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **Sensitive Information**

Any information considered sensitive must be protected by the selected bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Company's systems the selected bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

### **Privacy and Security Safeguards**

The selected bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location. The selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application software & data. The selected bidder shall also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location.

### **Confidentiality**

1. "Confidential Information" means any and all information that is or has been received by the selected bidder ("Receiving Party") from the Company ("Disclosing Party") and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
2. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.
3. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality forever.
4. Nothing contained in this clause shall limit the selected bidder from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the selected bidder shall at no point use the Company's confidential information or Intellectual property.

5. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use the Company's confidential information or IPR, without obtaining the written consent of the Company.

**Disclosing Party**

- I. The Disclosing Party shall disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the solution provided as a part of the RFP/ Contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- II. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- III. In maintaining confidentiality hereunder, the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:
  - a. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
  - b. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party
  - c. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub- contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document
  - d. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof
- IV. The Receiving Party who receives the Confidential Information and Materials agrees that on receipt of a written demand from the Disclosing Party, immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
- V. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
- VI. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
- VII. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with

- VIII. The rights in and to the data/information residing at the Company's premises, even in the event of disputes shall at all times solely vest with the Company
- IX. The Bidder represents and agrees that during the term of this RFP and subsequent contract, the Company shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross willful misconduct of the Company or any of its personnel as certified jointly by the Company and Selected bidder. In such an event, the selected bidder shall promptly repair and/or replace the non-performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.
- X. The restrictions in the preceding clause shall not apply to:
  - a. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same
  - b. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- XI. The Confidential Information and Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document or subsequent agreement
- XII. Confidential Information is any and all proprietary information disclosed by one party to the other. Confidential Information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Company's data values stored in computers will be considered Confidential Information whether or not marked as such.
- XIII. The selected bidder shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Company, which has been obtained or understood during the course of the assignment.

The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Selected Bidder and the Company.

### **Technological Advancements**

The selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase/decrease in charges, and the Service Levels, to provide the Services to the Company at a technological level that will enable the Company to take advantage of technological advancement in the industry from time to time.

### **Intellectual Property Rights**

- I. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Company agrees and acknowledges that save as expressly provided in this RFP, all Intellectual Property Rights in relation to the Software and

Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade-mark, patent, trade-secret designs or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor.

- II. During the term of this project and, if applicable, during the Reverse Transition Period, Company grants selected bidder a right to use at no cost or charge the Software licensed to the Company, solely for the purpose of providing the Services.
- III. The selected bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by the selected bidder in performing its obligations under this project. The selected bidder shall also be responsible for renewal of all such licenses from time to time during the contract period. The Bidder shall quote for all such renewals in the commercial bid and in case the Bidder fails to quote for renewal of any licenses in the bid, the selected bidder shall renew such licenses at his cost and the Company shall not pay for other than the commercials mentioned in the price bid.
- IV. The selected bidder shall under no circumstances, allow any associated license to expire and allow any associated software to be out of support during the contract period. If a third party's claim endangers or disrupts the Company's use of the Software, the Bidder shall at no further expense, charge, fees or costs to the Company, (i) obtain a license so that the Company may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the solution in any manner so as to avoid the infringement; or (iii) replace the solution with a compatible, functionally equivalent and non-infringing product.

.....End of the Document.....

### Annexures & Appendices

#### List of Annexures:

<b>Annexure 01</b>	Eligibility Criteria
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#### List of Appendices:

<b>Appendix 01</b>	Bid undertaking letter
<b>Appendix 02</b>	Conformity letter
<b>Appendix 03</b>	Pre Bid query format
<b>Appendix 04</b>	Technical Bid /
<b>Appendix 05</b>	Pre Integrity Pact

**ANNEXURE 1****ELIGIBILITY****CRITERIA**

The purpose of this section is for bidders to provide information to demonstrate to SHCIL Services Limited that its services offering satisfy Company's requirements. The bidder should also demonstrate that it has the financial organizational infrastructure to fulfill the fundamental requirements set out in this RFP. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria may not receive further consideration during the evaluation process. A complete listing of the specific bid evaluation criteria is given below (Filling all the details - mandatory):-

**Confirmation of Eligibility Criteria (on Company Letter Head) Particulars to be provided by the bidder in the Pre- Qualification bid – (A) Bidder's Profile RFP Reference no:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Response from the bidder</b>
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to SHCIL Services Ltd.	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder Year 2019-20 Year 2020-21 Year 2021-22 (Unaudited)	
10	Net Profit (after all taxes etc) of the bidder Year 2019-20 Year 2020-21 Year 2021-22 (Unaudited) Documentary proofs are to be enclosed	
11	Net Worth of the bidder Year 2019-20 Year 2020-21 Year 2021-22 (Unaudited) Documentary proofs are to be enclosed	

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S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)	Bidder's response
1	Legal Entity	The bidder must be an Indian firm ; a public or private firm, registered under Companies Act 1956, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted)	Certificates of Registration, as required	
2	Business Operation	The bidder should be operating in similar service/business for at least the past 3 years (serving a pvt./public companies preferred).	Self-declaration on the bidder's letter head along with credentials	
3	Certificate	The vendor should provide client satisfactory letter from existing client	Certificate	
4	Blacklisting	The bidder company should not currently have been blacklisted by any Government Department/PSU/ or under any declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance	Self-declaration on the bidder's letter head	
5	Taxation Registration	The bidder must have a valid: <ol style="list-style-type: none"> <li>1. PAN</li> <li>2. GST Registration No.</li> <li>3. TIN/CIN/DIN etc (as applicable)</li> </ol>	Attested copies of all certificates & KYC of Company and Its Directors	
6	Ownership	The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of SSL or Stock Holding group of company	Self-declaration on the bidder's letter head	
7	The Bidder/Prime Bidder should have an annual financial turnover of INR 1.5 cr. or above in each of the last three financial years from operations in India in 19-20, 20-21 & 21-22	Copies of Annual Reports in case of listed companies and copies of audited balance sheets and P&L statements in case of others		
8	Fee of RFP (Non-Refundable)	Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only) in Wire transfer account details of which will be shared.		

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Based on the information provided, the company will shortlist vendors/ companies which prima facie come up to its requirement. Preference may be assigned to bidders that utilize their own staff (and do not further outsource/ sub-contract). The criteria detailed above are indicative and SSL reserves the right to revise them at its discretion.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Note:

1. All self-certificates shall be signed by Authorized signatory unless specified otherwise.
2. Appropriate referencing needs to be provided for all the evidence documents. Each document should have a unique reference clearly marked.
3. In case the same document is provided for more than one eligibility clause, the document should be provided in each folder corresponding to the eligibility criteria clause.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Signature: \_\_\_\_\_

Seal of Company

(Signature and seal of company to be put on all the pages of Annexure 01)

## **Appendix 01**

### **Bid Undertaking Letter**

To,

Date DD-MM-YYYY

SHCIL Services Limited  
SHCIL House, P-51,  
TTC Area, MIDC,  
Navi Mumbai – 400 710

Dear Sir,

**REF:** Your RFP No.: RFP #: \_\_\_\_\_ dated \_\_\_\_\_

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. Having examined the tender documents including all annexures and appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your organization in conformity with the said tender documents in accordance with the Bill of Materials and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by the offer validity for 180 days from date of submission of our bid and our offer shall remain binding on us and may be accepted by the Company any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We have quoted for all items as requested by SHCIL Services Limited in RFP and stand committed to deliver to the highest standards and quality as required by SHCIL Services Limited to meet the timelines of the project. Our bid submission is in line with the requirements of SHCIL Services Limited as stated in the RFP.
6. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
7. We are completely aware of the Service Level requirements and timelines specified by SHCIL Services Limited and are committed to adhering to the same. We have also clearly taken note of the service level requirements of SHCIL Services Limited and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
8. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

9. We undertake that we have not have been blacklisted by any Government department.
10. We have clearly understood SHCIL Services Limited requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.
11. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to SHCIL Services Limited discretion. We also confirm and understand that for all other errors which we have made in the bid, SHCIL Services Limited for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to SHCIL Services Limited discretion.
12. We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to SHCIL Services Limited for the sake of resource continuity. Further, we also confirm that SHCIL Services Limited may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by SHCIL Services Limited we agree to change the same and provide SHCIL Services Limited with a replacement within reasonable time so as to not affect the services/project timelines.
- 13.
14. We confirm and understand that SHCIL Services Limited has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to SHCIL Services Limited
15. We confirm that all the proposed solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of the Company.
16. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
17. We wish to confirm that we have back-to-back arrangements from all the OEMs for the sizing (including CPUs, Memory, Cache, Hard Disk), prices and service level commitments. We would be responsible and committed to ensure that the sizing is adequate and service levels as required by the company are met and adhered. In case the hardware sizing is found to be inadequate and does not meet the SLA then the hardware upgrades, if any, will be provided without any further additional cost or burden to Bank than what has been specified by us in our commercial bid documents.
18. We will be the single point of contact/reference to SHCIL Services Limited will enter into agreement with us only. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to SHCIL Services Limited as per the RFP. If requested we will share the copy of the back-to-back agreement with our consortium partner to SHCIL Services Limited.
19. We agree that company is not bound to accept the lowest or any Bid the Company may receive.
20. We certify that we have provided all the information requested by the company in the format requested for. We also understand that Company has the exclusive right to reject this offer in case Company is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by.....2022

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

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

**Appendix 02**

**Conformity Letter**

To

Date DD-MM-YYYY

SHCIL Services Limited  
SHCIL House, P-51,  
TTC Area, MIDC,  
Navi Mumbai – 400 710

Dear Sir,

Sub: Request for Proposal

Further to our proposal dated \_\_\_\_\_ in response to the Request for Proposal (Company's RFP #: \_\_\_\_\_ dated \_\_\_\_\_ hereinafter referred to as "**RFP**") issued by SHCIL Services Limited ("**Company**"), we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Company. The Company is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and Company's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We also hereby confirm that our prices as specified in the Annexure 3 – Financial Bid and adhere to the Payment terms specified in the RFP.

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's corporate name

**Appendix 03**

Pre Bid query format

Sr. No.	Pg No	Point No	Tender Original Clause	Clarification	Request for Change / Modification / Addition / Deletion
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**Appendix 04            Technical Bid / Commercial Evaluation**

## Technical Bid Evaluation

Sr. No.	Technical Description	Criteria	Marks	Total
1	Search Engine Optimization	No. of Years Experience	3 to 5 Years 5 More than 5 years 10	10
2	Search Engine Marketing	Getting more traffic	Proof of 10 successful campaign with good cpl, cpc, ppc views	10
3	Social Media Marketing	Followers growth	The Agency should have a minimum experience of at least 5 years of conceptualizing social media strategy inclusive of creative development, media buying & content distribution.	10
4	Mobile Marketing		The Agency should have accomplished campaigns sms, mms whatsapp Inapp notification and social media campaigns for mobile	10
5	Digital Content Marketing		The Agency should have a minimum experience of at least 5 years of conceptualizing Digital content strategy inclusive of creative development, youtube videos media buying & content distribution.	10
6	Landing page development and deployment		Designed at least 10 websites with indicative keywords which generated substantial traffic	10
7	Online Customer Relationship Management		5 Years of experience in managing analyzing online customer relationship with positive output.	10

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8	Online Reputation Management		5 years of experience in ORM	10
9	Worked in Financial Industry preferably Stock broking company		5 years of experience	10
10	Net Worth	Should not be negative		10
<b>TOTAL</b>				100

**Commercial Evaluation:**

Sr. No.	Description of Work	Amount per Month(Rs)
1	Consulting and co-ordination. Includes consulting of various aspects from digital medium to journey improvement, to conversions.	
2	Website maintenance (up to 5 new pages every month with content editing/writing)	
3	Blogs / Learning Centre content updates written by professionals in the field (up to 5 new pages every month)	
4	Paid marketing (board approved budget for advertisement expenses)	
5	Social media maintenance (FB, Twitter, LinkedIn. Up to 15 posts on each medium per month) Posts will be same across the Medium(Make and design creatives, banners as and when required )	
6	Customer communications (Email, WhatsApp and SMS) Up to 24 per month	
7	Analytics and reporting (Collection of data, representation and suggesting improvement)	
8	Development of Creative, Videos, Animated videos and any other relevant content for Digital media, YouTube and OTT platforms for advertisement	
9	SEO for Website Search engine optimization for Website, technical configuration content relevance for more traffic.	
	Total	

Provide expenditure for Social Media separately. Amount should be per month charges in INR. Social media charges will be paid to the selected bidder on producing the invoice and supporting documents.

## Appendix 05

### INTEGRITY PACT

(To be executed on plain paper and submitted only by the successful bidder)

( \_\_\_\_\_ Name of the Department / Office) RFP No. \_\_\_\_\_  
for \_\_\_\_\_

This pre-bid pre-contract Integrity Pact (Agreement) (hereinafter called the Integrity Pact) (IP) is made on \_\_\_\_\_ day of the \_\_\_\_\_, between, on one hand, SHCIL Services Limited (SSL) , a company incorporated under Companies Act, 1956, with its Registered Office at SHCIL House, P-51, TTC Industrial Area, MIDC, Mahape, Navi Mumbai 400710, acting through its authorized officer, (hereinafter called Principal), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part And M/s. \_\_\_\_\_ ( with complete address and contact details) represented by Shri \_\_\_\_\_ (i.e. Vendors (bidders) hereinafter called the `Counter Party`) which expression shall mean and include , unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the PRINCIPAL/Owner values full compliance with all relevant laws of the land, rules, regulations economic use of resources and of fairness/transparency in its relation with Bidder(s) /Contractor(s)/Counter Party(ies).

AND WHEREAS, in order to achieve these goals, the Principal / Owner has appointed Independent External Monitors (IEM) to monitor the Tender (RFP) process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

WHEREAS THE Principal proposes to procure the Goods/services and Counter Party is willing to supply/has promised to supply the goods OR to offer/has offered the services and WHEREAS the Counter Party is a private Company/Public Company/Government Undertaking/ Partnership, constituted in accorded with the relevant law in the matter and the Principal is a Government Company performing its functions as a registered Public Limited Company regulated by Securities Exchange Board of India. NOW THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence prejudiced dealings prior to, during and subsequent to the tenor of the contract to be entered into with a view to “- Enabling the PRINCIPAL to obtain the desired goods/services at competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### I. Commitment of the Principal / Buyer

1. The Principal Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender (RFP) or the execution of the contract, procurement or services/goods, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person not legally entitled to.
  - b) The Principal / Owner will, during the Tender (RFP) Process treat all Bidder(s) /Counter Party(ies) with equity and reason. The Principal / Owner will, in particular, before and during the Tender (RFP) Process, provide to all Bidder(s) / Counter Party (ies) the same information and will not provide to any Bidder(s) / Counter Party (ies) confidential / additional information through which the Bidder(s)/Counter Party (ies) could obtain an advantage in relation to the Tender (RFP) Process or the Contract execution.

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c) The Principal / Owner shall endeavor to exclude from the Tender (RFP) process any person, whose conduct in the past been of biased nature.

2. If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal / Owner / SSL will inform the Chief Vigilance Officer through the Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**II. Commitments of Counter Parties/Bidders**

1. The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party (ies) / Bidders commits himself to observe these principles during participation in the Tender (RFP) Process and during the Contract execution.
2. The Counter Party 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 PRINCIPAL, 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. The Counter Party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal / SSL or otherwise in procurement 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 Principal / SSL for forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Principal / SSL.
4. Bidder / Counter Party shall disclose the name and address of agents and representatives, if any, handling the procurement / service contract.
5. Bidder / Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary if any, in connection with the bid / contract.
6. The Bidder / Counter Party has to further confirm and declare to the Principal / SSL that the Bidder / Counter Party is the original integrator and has not engaged any other individual or firm or company, whether Indian or foreign to intercede, facilitate or in any way to recommend to Principal / SSL or any of its functionaries whether officially or unofficially to the award of the contract to the Bidder / Counter Party 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.
7. The Bidder / Counter Party has to submit a Declaration along with Technical / Eligibility Bid. If bids are invited through a Consultant a Declaration has to be submitted along with the Technical / Eligibility Bids.
8. The Bidder / Counter Party, either while presenting the bid or during pre- contract negotiation or before signing the contract shall disclose any payments made, is committed to or intends to make to officials of SSL /Principal, 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.
9. The Bidder / Counter Party will not collude with other parties interested in the contract to impair the transparency, fairness and progress of bidding process, bid evaluation, contracting and implementation of the Contract.
10. The Bidder / Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
11. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal / SSL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Counter Party also Undertakes to exercise due and adequate care lest any such information is divulged.
12. The Bidder / Counter Party commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
13. The Bidder / Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.

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14. If the Bidder / Counter Party or any employee of the Bidder or any person acting on behalf of the Bidder / Counter Party, either directly or indirectly, is a relative of any of the official / employee of Principal / SSL, or alternatively, if any relative of an official / employee of Principal / SSL has financial interest / stake in the Bidder's / Counter Party firm, the same shall be disclosed by the Bidder / Counter Party at the time of filing of tender (RFP).
15. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
16. The Bidder / Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal / SSL
17. The Bidder / Counter Party declares that no previous transgression occurred in the last three years immediately before signing of this IP, with any other Company / Firm/ PSU/ Departments in respect of any corrupt practices envisaged hereunder that could justify Bidder / Counter Party exclusion from the Tender (RFP) Process.
18. The Bidder / Counter Party agrees that if it makes incorrect statement on this subject, Bidder / Counter Party can be disqualified from the tender (RFP) process or the contract, if already awarded, can be terminated for such reason.

**III. Disqualification from Tender (RFP) Process and exclusion from Future Contracts**

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other form, such as to put his reliability or credibility in question, the Principal / SSL is entitled to disqualify the Bidder / Counter Party / Contractor from the Tender (RFP) Process or terminate the Contract, if already executed or exclude the Bidder / Counter Party / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Principal / SSL. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in guidelines of the Principal / SSL.
2. The Bidder / Contractor / Counter Party accepts and undertake to respect and uphold the Principal / SSL's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / SSL may take action for banning of business dealings / holiday listing of the Bidder / Counter Party / Contractor as deemed fit by the Principal / Owner / SSL.
4. The Bidder / Contractor / Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system, the Principal / Owner/ SSL may at its own discretion, as per laid down organizational procedure, revoke the exclusion prematurely.

**IV. Consequences of Breach** Without prejudice to any rights that may be available to the Principal / SSL / Owner under Law or the Contract or its established policies and laid down procedure, the Principal / SSL / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) / Counter Party:-

1. Criminal Liability: If the Principal / Owner / SSL obtains knowledge of conduct of a Bidder / Counter Party / Contractor, or of an employee of a representative or an associate of a Bidder / Counter Party / Contractor which constitute corruption within the meaning of PC Act, or if the Principal / Owner / SSL has substantive suspicion in this regard, the Principal / SSL / Owner will inform the same to the Chief Vigilance Officer through the Vigilance Officer.

**V. Equal Treatment of all Bidders/Contractors/Subcontractors/Counter Parties**

1. The Bidder(s) / Contractor(s) / Counter Party (ies) undertake (s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor / Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its sub-contractors / sub-vendors.
2. The Principal / SSL / Owner will enter into Pacts on identical terms as this one with all Bidders / Counterparties and Contractors.
3. The Principal SSL / Owner / will disqualify Bidders / Counter Parties / Contractors who do not submit, the duly signed Pact, between the Principal / Owner / SSL and the Bidder/Counter Parties, along with the Tender (RFP) or violate its provisions at any stage of the Tender (RFP) process, from the Tender (RFP) process.

**VI. Independent External Monitor (IEM)**

1. The Principal / Owner / SSL may appoint competent and credible Independent External Monitor (s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

#### **RFP for [Empanelment of Digital Marketing Agencies]**

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chief Executive Officer and Managing Director, SSL Ltd.
3. The Bidder(s)/Contractor(s) / Counter Party(ies) accepts that the IEM has the right to access without restriction, to all Tender (RFP) documentation related papers / files of the Principal / SSL / Owner including that provided by the Contractor(s) / Bidder / Counter Party. The Counter Party / Bidder / Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub- Contractor's Tender (RFP) Documentation / papers / files. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-Contractors / Counter Party (ies) with confidentiality.
4. In case of tender (RFP)s having value of 5 Crores or more, the Principal / SSL / Owner will provide the IEM sufficient information about all the meetings among the parties related to the Contract/Tender (RFP) and shall keep the IEM apprised of all the developments in the Tender (RFP) Process.
5. As soon the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner /Stockholding and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the CEO&MD, SSL. Within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner / SSL and should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the CEO&MD, SSL Ltd. a substantiated suspicion of an offence under the relevant IPC/PC Act, and the CEO&MD, SSL has not within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Officer.
8. The word 'IEM' would include both singular and plural.

#### **VII. Duration of the Integrity Pact (IP)**

This IP begins when both the parties have legally signed it. It expires for the Counter Party / Contractor / Bidder, 12 months after the completion of work under the Contract, or till continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded. If any claim is made / lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD & CEO of SSL

#### **VIII. Other Provisions**

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office/Regional Offices of the SSL /Principal / Owner who has floated the Tender (RFP).
2. Changes and supplements in any Procurement / Services Contract / Tender (RFP) need to be made in writing. Change and supplement in IP need to be made in writing.
3. If the Contractor is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid.

In this case, the parties will strive to come to an agreement to their original intentions.

5. Any dispute or difference arising between the parties with regard to the terms of this Agreement / Pact, any action taken by the Principal/Owner/SSL in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

#### **IX. Legal and Prior Rights**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agrees that this Pact will have precedence over the Tender (RFP) / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:-

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(For and on behalf of Principal / Owner / SSL

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(For and on behalf of Bidder / Counter Party / Contractor)

**WITNESSES:**

1. \_\_\_\_\_ (Signature, name and address)
2. \_\_\_\_\_ (Signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the past part of the Agreement.