

TENDER DOCUMENT
FOR
SELECTION OF SOCIAL MEDIA MANAGEMENT
AGENCY

REFERENCE NO.:	TENDER NO. 04/2024-25
ISSUED BY:	PUNJAB & SIND BANK, CORPORATE OFFICE, HO PUBLICITY & CORPORATE COMMUNICATION DEPARTMENT, NBCC TOWERS, GROUND FLOOR, BLOCK 3, EAST KIDWAI NAGAR, NEW DELHI - 110023
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DISCLAIMER

- ❖ The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- ❖ This tender/ RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document.
- ❖ Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, chairman, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.
- ❖ Bank reserves the right of discretion to the change, modify, add or alters any or all of the provisions of this RFP and/or the bidding process at any stage of the process of bidding/ RFP, without assigning any reasons whatsoever. Such change will be published on the Bank’s Website www.punjabandsindbank.co.in & CPP portal (<https://eprocure.gov.in>) and it will become part and parcel of RFP.
- ❖ Bank reserves the right to reject any or all the RFPs received in response to this RFP document at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Bank shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.
- ❖ The Agencies are requested to go through the tender enquiry document carefully and submit the tender on GeM Portal.
- ❖ The Agencies are expected to furnish all the information asked for, sign all the pages and submit the tender i.e. Technical Bid, EMD and the Commercial Bid.

BID DETAILS AND BRIEF DESCRIPTION:

S No.	Description	Details
1	Tender Reference No.	TENDER NO. 04/2024-25
2	Tender Title	SELECTION OF SOCIAL MEDIA MANAGEMENT AGENCY
3	Bank's address for communication and submission of Tender	On GeM Portal (Mandatory), Additionally Agencies may submit the tender at below address:- Asstt. General Manager (PR), Punjab & Sind Bank, Corporate Office, HO Publicity & Corporate Communication Department, NBCC Towers, Ground Floor, Block 3, East Kidwai Nagar, New Delhi – 110023
4	Bank's Website and E-Mail address	https://punjabandsindbank.co.in , ho.pr@psb.co.in
5	Date of Publishing the Tender on Bank's Website/GeM	18.11.2024 from 10.00 AM
6	Last date & time for submission of Pre-bid queries	22.11.2024 till 3.00 PM
7	Date and Time of meeting for clarification on queries	26.11.2024 at 3:00 PM
8	Venue of meeting for clarification of queries	Punjab & Sind Bank, Corporate Office, HO Publicity & Corporate Communication Department, NBCC Towers, Ground Floor, Block 3, East Kidwai Nagar, New Delhi – 110023
9	Last date of submission of bids	09.12.2024 upto 4:00 pm
10	Date & Times of opening of Technical Bid	09.12.2024 at 4:30 pm
11	BID Validity Period	6 Months
12	Tender Fees (Non refundable)	Rs. 5,000/- (Rs Five Thousand only) + GST as applicable
13	Earnest Money Deposit (Refundable)	Rs. 2,00,000/- (Rs. Two Lakhs only)

If any of the dates given above happens to be Holiday in Delhi, the related activity shall be undertaken on the next working day at the same time.

1.0 OBJECTIVE:

Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 is a leading Public Sector Bank, having Pan India presence, invites sealed applications from eligible agencies for Selection of Bank’s Social Media Management Agency for enabling its Social Media activities and initiatives. Bank proposes to appoint Social Media Management Agency and this Agency shall be responsible for Social Media Management of Bank’s (current as well as future) presence across various media. The Selection / Appointment of the Agency shall be on Retainership Model and not on agency commission. The Agency shall be responsible for managing the Bank’s presence across all Social/ Digital media channels including but not restricted to creative static/ dynamic content creation, campaign management and online response/ reputation management as per defined Scope of Work.

2.0 ELIGIBILITY CRITERIA:

Only those bidders who fulfill the following eligibility criteria are invited to apply for the selection. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill the following eligibility criteria are liable to be rejected.

S. No.	Eligibility Criteria	Documents Required
1	<p>Annual Turnover: The Agency’s Minimum Gross Annual Turnover for last 3 consecutive financial years i.e FY 2021-22, 2022-23 and 2023-24 should be atleast Rs. 5 Crore in each FY year as per audited balance sheets.</p> <p>(Standalone Turnover of the Company applying for the selection will only be reckoned, not of the group of company or subsidiaries.)</p>	<p>Statutory Auditor/ CA Certificate with Registration Number / Seal along with Certified copy of audited accounts (Balance Sheet along with Profit and Loss statement) as supporting documents.</p>
2	<p>The bidder should have experience of working as Social Media Management Agency for atleast two BSE/ NSE Listed Corporates including atleast one Public Sector Bank.</p>	<p>Work Order and Selection/Empanelment Letter with following details for each reference to be provided:</p> <ol style="list-style-type: none"> 1.Name of the Organization 2.Name of the Official 3.Contact number of Official 4.E-mail Id of Official 5.Work executed clearly mentioning Social Media Content & Response Management. <p>In case the Work Order / Selection Letter is only for Social Media Channel / Content Management, then Separate letter for Online Response Management / Social Listening is to be submitted.</p>

S. No.	Eligibility Criteria	Documents Required
		Min 2 Satisfactory performance Certificates (not more than one month old) for execution of work on the letter head of the Bank or Financial Institution.
3	The Agency should have gained a revenue of atleast Rs. 50 lakh from Social Media Management/ engagement activities during any of the last two financial years i.e FY 2022-23, 2023-24 supported by copy of the release order and invoices or Certificate of completion of the work from the client.	Statutory Auditor/ CA Certificate with Registration Number / Seal alongwith Certified copy of supporting documents.
4	The bidder should be a profit-making company during any 2 out of the immediate three consecutive financial years i.e FY 2021-22, 2022-23 and 2023-24.	Statutory Auditor/ CA Certificate with Registration Number / Seal alongwith Certified copy of audited accounts as supporting documents.
5	The Agency should have a minimum experience of atleast 5 years in Social Media Management and preferably experience in the Banking & Financial Services Sector which should include areas such as: Social Media Planning & Advertising, Social Channel optimization, Content Creation, Analytics, Executing campaigns, Social Listening, Response Management, Coverage of on ground activities and other areas of Social Media Marketing.	<p>Copy of Certificate of Incorporation / Registration.</p> <p>Work Order / Selection Letters – atleast 2 each for the last 5 FYs. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 or earlier indicating that the Agency has been providing these services for atleast 5 Years.</p> <p>In case the Work Order / Selection Letter is only for Social Media Channel / Content Management, then Separate letter for Online Response Management / Social Listening is to be submitted.</p>
6	Agency should also have experience of malicious contents reporting/ takedown.	A self-certificate letter detailing the process followed for takedown
7	The Agency should have a full-fledged office in Delhi/NCR, however, in case the agency does not have a full-fledged office in Delhi/NCR, they have to undertake that they will establish a full-fledged office in Delhi/NCR within 30 days from receipt of letter of Appointment from the Bank. Agency shall allocate a dedicated team (separate from any other BFS brands the agency may be managing) to execute social media management across all platforms. The agency will be required to furnish the list of personnel who will be assigned to service the	<p>Latest landline or Electricity bill or GST Registration or Registered rent agreement or lease deed or Udyog Aadhar Memorandum copy and Self Declaration by authorized signatory on official letterhead indicating office-wise Team Member details including qualification, expertise, etc. and infrastructure.</p> <p>Certificate of incorporation / Partnership Deed/ Registration along with Memorandum & Articles of Association and full address of the Registered office etc. also to be submitted.</p>

S. No.	Eligibility Criteria	Documents Required
	Punjab & Sind Bank account along with a brief profile of their career experiences.	
8	The Agency shall not have been blacklisted/debarred by any Central/ State Government/ Public or Private Sector Undertakings or any related bodies of the media industry. No complaint should be pending with Government or its agencies. Affidavit, in this regard, should be submitted.	A Self Declaration on their letter head duly signed and sealed is to be submitted.
9	The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.	A Self Declaration on their letter head duly signed and sealed is to be submitted.
10	Recognition in the form of industry acclaimed awards specific to Social Media campaigns would be an added advantage. Testimonials, if available, from customers across the last 5 years of operation if provided would be an added advantage.	Details of awards received and brief of the campaign.
11	The Agency should have a proprietary tool/preferred partnership for social media listening/monitoring tool	Copy of the order or Certificate as proof of partnership
12	The agency will be required to furnish the list of personnel / dedicated team (separate from any other BFSI brands the agency may be managing) who will be assigned to service the Punjab & Sind Bank account along with a brief profile of their /career experiences.	Letter by Authorized signatory mentioning the details of the proposed Team for Punjab & Sind Bank
13	The signatory signing the bid on behalf of the bidder should be duly authorized by the Board of Directors / Partners of the bidder to sign the bid on their behalf.	A self-certificate letter on their letter head duly signed and sealed / Board Resolution
14	Scanned copy of this tender document, Addendum / corrigendum (if any), clarification issued by the Bank, duly signed and stamp on each page by the authorized signatory of the Agency as a mark of acceptance of all conditions of this RFP.	Scanned Signed Copy

Note: Bidder to submit supporting documents and clearly flag the same.

- ❖ The Agency will enclose necessary documents and declaration for the above mentioned eligibility criteria along with application. However, Bank has the right to independently verify the same.

- ❖ The Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bids not substantially responsive to this document in every respect will be at the agency's risk and may result in rejection of the bid.

3.0 DETAILED SCOPE OF WORK:

Punjab & Sind Bank will require the services of Social Media Management Agency for below mentioned broad categories of work. However, Bank is not obliged to employ all activities mentioned below. Bank has the discretion to change the scope of activities without having any commercial implication. The activities to be engaged will be based on Bank's discretion and payment will be made for those activities only. The scope of work includes but is not limited to the following:

3.1 Brand Management on Social Media:

Setting up social media channels, defining social media policies and guidelines, acquiring/ verifying all Punjab & Sind Bank Social Media channels, increasing positive brand sentiment, merging/acquiring other channels/pages with Bank's channels/pages, defining brand signature for social media communication, managing crisis and issues which pose reputation risk, identifying and engaging influencers, social listening, creation of reports, peer comparison, providing high-level dashboards as MIS on brand. Quarterly review and Optimization of Bank's presence on Social Media Channels as per the changing trends in these platforms.

- Acquiring/ verifying all Punjab & Sind Bank Social Media channels
- Continuously monitor fraud /cloned Bank's Social sites using social media analytic tools and take measure to mitigate the same
- Keep a track of comments and conversations about the adopted social media platform.
- If there is a spamming on Bank's social networking site page, take action for blocking / deleting the spam and report the abuse issue to the bank / social media platform immediately.
- Contain any incident/ occurrence/ news against the Bank from getting viral on Social Media.
- The vendor must post approved content on the said social media and respond to any comments made by public on the official platform of the Bank.
- All content and responses must be pre-approved by the Bank
- Management dashboard for getting statistics, responding social media comments for the Bank

Bank has its presence on Social Media channels such as Facebook, X (Previously as Twitter), Instagram, LinkedIn, YouTube etc. In the long term the Bank wishes to extend social banking services across other social media channels also. It includes Bank's staff engagement groups on these platforms and Social Media Handles.

3.2 Social Listening Application:

Agency to provide dedicated Social Media Listening Services which includes design, commissioning, installation, configuration, operationalization, testing, go-live services (i.e. manage and maintenance of proposed H/W, S/W, Utilities, Tools, etc.) Bank intends to take advantage of the market sentiments through Social Media through one or more of the following modes:

- a) Social sites presence (Facebook, X (Previously as Twitter), LinkedIn, Instagram, You Tube etc.)
- b) Active presence on 1 or more specialty platforms
- c) Active Postings (atleast 40 -50 per month)
- d) Active Link-Embedded Photo Posting
- e) Posting Calls to Action
- f) Segmented Posting
- g) Photo Posting
- h) Questions In Posts
- i) Social Plug-ins on Website Product / Service Pages
- j) Blogs and Video
- k) RSS Feeds
- l) Customer forums
- m) Crowd Sourcing (Customers participating in products design)
- n) Moderated Customer forums
- o) Product Soft Launch
- p) Social Prospecting
- q) Peer Comparison
- r) Active Customer Care Response Inside Social
- s) Brand Management
- t) Social Media Analytics
- u) Detailed Reports on the performance of content/ channels /campaigns etc. on timely basis
- v) Complete merger of pages/handles/account on various channels of other entities as and when the need arises
- w) Archiving the content/data/images/videos etc. and submitting it to the Bank

Bank is looking for a Social Media Management Service that gathers the data from various social media outlets and news sources and supports the aforesaid functionalities. It should have the ability to monitor billions of conversations and generate text analytics based on predefined criteria. It should also determine sentiment of the speaker or writer with respect to some topic or document. The information gathered can

guide the Bank's Publicity & Corporate Communication department in assessing the effectiveness of communication strategies. Indicatively, following are some of the utility areas of the social media listening solution:

- a) Track reach and spread of our messages and press releases
- b) Handle crisis situations
- c) Continuously monitor conversations
- d) Identify and reach out to key bloggers and influencers
- e) Spot emerging trends, discussions themes and topics
- f) Multilingual capability

System should be able to put a cap on the number of feeds received per month and its value shall be configurable at will.

3.3 Content Creation:

Developing social media content and creatives, defining social media content strategy based on channel, audience etc., developing content as per themes and key pillars, ensuring approved content is shared, achieve high user engagement across social channels. (For atleast 500 posts per annum). The format of post may be in the form of GIF, jpeg, carousel, videos, emails, sms, new age innovative adapts etc. Out of total post at least 20-25% will be video format.

The agency has to deploy off-site resources(including required hardware and software) for content creation for a task related to Social Media Management/Activity at no additional cost as per Bank's working hours at the location (Delhi NCR) informed by the Bank.

Note:- 1. Images used by the Selected Social Media Agency ensure that having NO Copyright issue. If any such incident found/penalty will be imposed on Bank by any firm/regulator etc then selected Social Media Agency will have to bear the total penalty.

2. Composed creatives used in Social Media Platforms, Bank having full rights to use the same in their Outdoor Promotions medium like Banners, Hoarding, LED Screens etc.

3.4 Online Response Management:

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

- a) Assistance in formulating the Social Media governance structure for the Bank
- b) The Agency will assist in formulation of a Response Mechanism involving all stakeholders (viz. Agency, Bank and Contact Centre) where end-to-end tracking of the response is possible
- c) The Agency will develop an automated system for response management and escalation with facility to prioritize posts
- d) The response management will on 24* 7 basis
- e) 1st level of response should be made by the agency within 30 minutes of the post
- f) The Query/Complaint must be resolved within 2 working days
- g) Agency to ensure response from the Bank within 2 working days and follow up for the same
- h) Daily report on the queries received and their response status with aging analysis
- i) Assistance in review of Social Media Policy of the Bank
- j) The status update of these complaints/queries is to be provided based on the predefined response authorized by Bank or any other response received from time to time

3.5 Social Media Campaigns:

Campaigns to engage end users and key stakeholders based on Punjab & Sind Bank Brand Strategy, product promotions, product soft launches, new initiatives, etc. These campaigns to be designed and executed throughout the year. Create and execute social media campaigns and contest for drawing users to the Bank's pages as per the requirement given by the Bank from time to time basis. The campaign so created, if need be and as per directives of the Bank, may be promoted via Social Advertising. In such case, the agency shall be advised to develop a specific media plan to target end consumers and key stakeholders.

The Advertising campaigns can be in the form :

- a) Facebook Ads
- b) YouTube featured Ads, In-stream Ads, Display Ads, Trending Ads etc.
- c) Influencer Marketing on X(Previously as Twitter), Instagram, YouTube etc.
- d) Lead generation Ads
- e) Product promotion Ads
- f) Traffic Ads

- g) Promoted Tweets and Promoted Accounts Ads
- h) Ads for Quora(Image Ads, Traffic Ads etc)
- i) Social Bookmarking
- j) 3rd Party Publishers like News, OTT, Travels related sites etc.
- k) Any other promotional methods offered by the platforms the Bank already has presence on or the bank intend to have its presence.

Should the Bank decide to undertake advertising on other digital media, the agency should develop and implement strategies with approval from the Bank. The budget for the same would be as decided by the Bank.

3.6 Social Media- Paid Campaigns:

Buying ads on various websites, mobile phones including but not limited to app-based advertising, SMS advertising, IVR, ringtones and other such platforms and tracking the effectiveness of the advertisement and also provide timely reports of the same to the Bank.

3.7 Producing Digital Content:

Production of content for digital platforms including audio, video, augmented reality, virtual reality and other digital formats.

3.8 Social Advertising:

Develop a specific media plan to target end consumers and key stakeholders as per individual social media channel to ensure –

- a) Content reach
- b) Grow the community
- c) Drive traffic to web/mobile destination
- d) Brand visibility
- e) Achieving Social Advertising KPIs

3.9 Technology requirements:

The Agency should deploy their solution and provide their services through a public cloud of a reputed organization. The Bank will not be providing any data center or disaster recovery space through its Agencies. The Agency should include all infrastructure requirements while arriving at the prices.

The tools should have the following capabilities :

- a) To aggregate the content from various Social Media Sites and relevant platforms across the web.
- b) Real-time filtering and monitoring of the posts.
- c) To track the response end to end
- d) Provide Dash-Board reports as per requirement
- e) Handle crisis and manage social media campaigns on various platforms.
- f) Social Listening application
- g) Chatbots for automated replies
- h) Any other customization of the tool as per the requirement of the Bank.

3.10 Digital Coverage and Amplification of BTL Activities/ Events/ Programs etc. through Social Media Channels

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

3.11 Software :

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

3.12 Service support:

This comprises of Technology platforms, tools and solution as defined in the RFP document, not limited to keywords or number of profiles. Includes dedicated manpower requirements for handling the assignments as per the social media strategy of the Bank. The agency may also require deploying additional resources off-site for a task related to Social Media Management/Activity at

no additional cost. It also includes on-site training to Team Member members at Bank's premises for at least one week before roll-out of the solution.

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

The Selected Agency/ bidder shall deploy qualified and experienced Personnel to carry out the services for the following roles:

- a) Team Leader/ Strategy Head
- b) Graphic Design Expert/ Art Director
- c) Online Reputation Manager

Note: 1. Number of such personnel deployed by the agency should be sufficient to meet the requirements as detailed in the scope of work of this document.

2. Out of 3(three) personnel of Social Media Management Agency 2(two) members will visit to our corporate office at least twice a week or as per requirement of Bank for short duration.

3.13 Report Management :

- a) The reports should give details where conversations about Banks occurs as per demography, geography, influencers and popular websites etc.
- b) Report regarding industry trends and new customer trends prevailing in the industry.
- c) Daily report of the activity on the various official pages of the Bank
- d) Analysis Reports with suggestions to enhance the social media response and sentiments towards the Bank.
- e) Report on the total positive, negative, neutral, queries, complaints etc.
- f) Report on end-to-end tracking of the responses and the gaining and response time analysis
- g) Report on the latest changes in policies/ technologies on Social Media Platforms.
- h) Generating and sharing daily report on the queries received and their response status with aging analysis.
- i) Provide weekly performance reports of social media campaigns.
- j) Provide daily metrics of how many people viewed, shared and liked the content posted.
- k) Channel wise break down of online activities.
- l) Report regarding most effective times to post social media content and engage.
- m) Report regarding Geographical areas from where the engagement is coming on the page/post.

Market Intelligence Reports

I. Brand Audit

- Sentiment Drivers
- Location, Time and Impact of Conversations
- Influencers
- Opportunities and Threats

II. Competition Intelligence

- Placement of our competitors in the industry
- Positioning in industry/ product areas etc.

III. Industry Intelligence

- Dashboards for the Top Management and the various Business Units on Brand, Product, Service, Competition etc.

3.14 SOCIAL MEDIA COMPLIANCE & SECURITY

- ❖ The Selected Agency will ensure that the Social Media Services including the tool provided complies with all the rules, regulations prevalent in the country.
- ❖ The Selected Agency shall undertake that all the process and standards are being followed to ensure that the data is secure and in immune to any fraudulent Activity.

4. PERIOD OF SELECTION

Bank proposes to select the Social Media Management Agency for a period of **TWO YEARS**. However the Bank reserves the right to terminate or extend the validity period of Selection based on the performance on same Terms and Conditions for a further period of **ONE YEAR**.

Bank may terminate the Agreement in full or in parts by giving a written notice of 30 days to the Agency against acknowledgement. The Selected agency work will be reviewed annually and if services are not found satisfactory, the bank reserves the rights to remove of the Social Media Management Agency.

5. PERFORMANCE OF THE AGENCY

Delivery and performance of the services shall be made by the Agency in accordance with the time schedule specified by the Bank in its work order or request for social media requirement. It also covers Saturdays/Sundays and other holidays where the Bank may require services. In case the services are not made available in the stipulated delivery period, as indicated in the work order

or request, the Bank reserves the right either to short close / cancel the work order or request and / or recover liquidated damage charges.

The cancellation / short closing of the order shall be at the risk and responsibility of the agency. Delay by the Agency in the performance of its delivery obligations, shall render the agency liable to imposition of penalty , and/or termination of the contract for default and/or any other action viz. black listing/ circulation in industry etc. as it may deem fit.

6. WARRANTY & MAINTENANCE

- a) Bidder shall provide warranty for Solution for the period of engagement of the Social Media Agency from the date of implementation or acceptance of the entire system, whichever is later.
- b) Bidder shall also update application patches during the warranty period from the date of implementation or User Signoff from bank after acceptance of the entire system, whichever is later.
- c) Warranty should contain proactive support on 24 x 7 x 365 basis. Warranty should cover all components of the offered solution without any exceptions. This clause is only for offsite support.
- d) The warranty of the solution would include all version upgrade, patches/ fixes for removing bugs/errors, upgrades, and maintenance support, troubleshooting, performance fine tuning, problem resolution for total solution provided by the bidder.
- e) All the parts of items would be covered under comprehensive warranty mentioned above, without any exceptions. If there is any gap between Bank's requirement and OEM warranty then it will be the responsibility of bidder to fill up the gap.

7. TRAINING

Appointed Agency shall provide training for listening tool, social media marketing strategies and updates to Team Member of the Bank free of cost wherever required by the Bank. The Agency in coordination with the Bank, on request from the Bank, from time to time shall specify the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training. The Agency shall provide all training material and documents. Conduct of training of Bank's personnel shall be at the HO Corporate Office/ Head Office or anywhere in Delhi/NCR as may be desired by the Bank at Agency's cost.

8. PAYMENT TERMS

- a) Bank will pay charges for the various services rendered by the agency, as detailed below:
This cost is required to be quoted in the “Commercial Bid” by all the Applicant Agencies.
- b) Payment of charges will be made on quarterly basis, after receipt of the bill from the Selected Agency subject to the verification of the service level reports with all necessary documents.
- c) Payment will be given by the Bank on quarterly basis, after deducting the Penalty (if any).
Note: Other than the specified line items, no other payment (like H/W, S/W, Third Party Utility, Tools, Licenses, Service or Support Charges, etc.) will be paid by the Bank.
- d) Charges shall be fixed for the entire contract period and there shall be no escalation due to fluctuation in taxes, foreign currency or changes in duty structure or for any other reasons. However, impact of fall in prices, taxes duties, services, inter-connect charges or any other external factors like downward movement of foreign exchange rate etc. would be passed on to the Bank suo moto.
- e) If Performance Bank Guarantee is not submitted within the stipulated time, a penalty at the rate of 0.10% of the Total Contract Value per week subject to a maximum of 10% of the contract value will be levied.
- f) GST, Taxes and levies as applicable will be levied separately and the Bank shall pay the same. However, the payment to agency will be subject to statutory deduction of taxes or other levies, by whatever name called, at source. Bank shall not be liable to pay any other fees or charges, etc. apart from what has been stated above.
- g) If any of the items/ activities as mentioned in the commercial bid are not taken up by the Bank during the course of this assignment, the Bank shall not pay the professional fees quoted by the vendor in the Commercial Bid against such activity/ item.

9. PENALTIES & LIQUIDATED DAMAGES

9.1. Penalties/Liquidated damages for delay in the services rendered by the on boarded Social Media agency would be as under:

Parameter	Performance Levels	Penalty
<u>Artifacts/Content Delivery</u>		
Creatives (Incl. Images, Videos, GIFs, animation, flash files, infographics, articles etc.)	<p>The selected bidder has to deliver the creatives within the stipulated timeline prescribed by the Bank.</p> <p>The timelines will be communicated at the time of each Artifact/ content request from the Bank.</p>	<p>Not adhering to the timelines will result in 1% of monthly cost.</p> <p>Subject to maximum cap of 5% of the monthly cost..</p>
<u>Community Responsiveness</u>		
Response time for First Level response (FLR)	FLR minimum of 95% with reply within 30 minutes.	<p>Not adhering to the performance level will result in 1% of monthly billed amount.</p> <p>Subject to maximum cap of 5% of the monthly cost.</p>

9.2. Penalties/Liquidated Damages for non-performance: If the specifications of the RFP are not met by the bidder, the bidder shall rectify or replace the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to reject the items.

9.3. Penalties/liquidated damages for Onsite/Offsite resources: In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resource charges during the particular month. The Bank shall also impose a penalty of 0.5% of the respective resource charges for that month for each week and part thereof of absence. However, total penalty under this clause will be limited to 10% on the monthly resource charges payable to the selected bidder.

- 9.4. The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract. The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 9.5. If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 9.6. If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 9.7. Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 9.8. Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.

10. SUBSTITUTION OF PROJECT TEAM MEMBER

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc. The Selected Agency/ bidder shall deploy qualified and experienced Personnel to carry out the services for the following roles:

- d) Team Leader/ Strategy Head
- e) Graphic Design Expert/ Art Director
- f) Online Reputation Manager

Note: Number of such personnel deployed by the agency should be sufficient to meet the requirements as detailed in the scope of work of this document.

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

11. OTHER PROJECTS, ASSIGNMENTS & CHARGES

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

12. OTHER TERMS

- a) Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- b) The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.
- c) The Agency shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the bank.
- d) No other incentive other than Cost of Social Media Management shall be payable for social media activity on any media.
- e) The Bank, may, at any time, by a written order given to an Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.

- f) Bank reserves the right to exercise the discretion to pay, directly to any of the agency's vendors e.g. Photographer, Film production company etc. whose services would be utilized to implement any of Bank's campaigns or related work.
- g) The agency will be responsible for copyright issues concerning usage of images, footage, text material, etc. obtained through various sources. Bank shall not be liable and shall not be a party to any disputes arising out of copyright violation or any other intellectual property rights infringement by the agency.
- h) The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Bank may assist the agency in this regard, wherever possible.
- i) The agency will at no time resort to plagiarism. Bank shall not be liable and shall not be a party to any dispute arising on account of plagiarism resorted to by the agency.

13. SELECTION PROCEDURE

Bank will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of Social Media Management Agency, negotiations (if any) on various terms and conditions, etc.

- a) All Proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned under the heading Eligibility Criteria of this RFP. The proposals which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection.
- b) If deemed necessary Bank may seek clarifications on any aspect from the bidder(s). However, that would not entitle the bidder(s) to change or cause any change in the substances of the bid already submitted.
- c) All eligible shortlisted agencies will be called for presentation before the Selection Committee. The date for presentation will be intimated to the short-listed agencies by Email/Telephone.
- d) Bank will evaluate only those proposals, which meet the technical eligibility criteria as well as complete and responsive in all respects, for comparison and final selection.
- e) Bank will follow the two-bid system i.e. Technical Bid and Financial Bid. The financial bids of only those agencies shall be opened who are found technically qualified and the qualified agencies shall be intimated by the authorized officer

14. EVALUATION OF OFFERS

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

15. TECHNICAL EVALUATION

The process of evaluation is detailed hereunder:

- a) All the bids (applications) will be evaluated based on “Eligibility Criteria” mentioned under Para No. 2. Bank will short-list those Agencies which are satisfying the eligibility criteria in all respects. The above short-listed Agencies will be advised to make a short-presentation to the Evaluation Committee Members on their capabilities, experiences, etc. and showcase their work done for other clients. These Agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for the Punjab & Sind Bank, outlining the Agency’s understanding of the bank. The broad (indicative) evaluation criteria are as below:

Sr No	Criteria	Max Marks	Scoring Methodology
A	AGENCY PROFILE		
1	Years of Agency Experience in Social Media Management	10	<ul style="list-style-type: none"> ❖ 10 Marks if Experience is 12 Years and above ❖ 8 Marks if Experience is 8 years and above but less than 12 Years ❖ 5 Marks if Experience is 5 years and above but less than 8 Years
2	Quality of Client List and retention of clients. (20 Marks)	BFSI Clients 10	<ul style="list-style-type: none"> ❖ 5 or More Clients – 10 Marks (Min. 4 Clients retained for 3 or more years) ❖ 4 Clients – 8 Marks (Min. 3 Clients retained for 3 or more years) ❖ 3 Clients – 6 Marks (Min. 2 Clients retained for 3 or more years) ❖ 1 to 2 Clients – 4 Marks (Min. 1 Clients retained for 3 or more years)

		Non-BFSI Clients	10	<ul style="list-style-type: none"> ❖ 5 or More Clients – 10 Marks (Min. 4 Clients retained for 3 or more years) ❖ 4 Clients – 8 Marks (Min. 3 Clients retained for 3 or more years) ❖ 3 Clients – 6 Marks (Min. 2 Clients retained for 3 or more years) ❖ 1 to 2 Clients – 4 Marks (Min. 1 Clients retained for 3 or more years)
3	Gross Annual Turnover (GAT) (as defined in eligibility)		15	<ul style="list-style-type: none"> ❖ 15 Marks if GAT is more than 25 Crores. ❖ 12 Marks if GAT is more than 20 Crores up to 25 Cr. ❖ 9 Marks if GAT is more than 15 Crores up to 20 Cr. ❖ 6 Marks if GAT is more than 10 Crores up to 15 Cr. ❖ 3 Marks if GAT is 5 Cr and above but up to 10 Cr.
4	Revenue from Social Media Management/Engagement (Higher of the last 2 FYs)		15	<ul style="list-style-type: none"> ❖ 15 Marks if value is Rs. 1 Cr and above. ❖ 12 Marks if value is 85 Lakh and above but less than 1 Cr. ❖ 9 Marks if value is 75 Lakh and above but less than 85 lakh. ❖ 6 Marks if value is 60 Lakh and above but less than 75 lakh. ❖ 3 Marks if value is 50 Lakh and above but less than 60 lakh.
Total (A)			60	

B PRESENTATION PARAMETER - Social Media Management & Marketing					
S.No	Parameters	Criteria	Marks	Max Marks	
5	Past Performance & Credential	Strategic Thinking: - Use Cases of Social Media Management for clients wherein Strategy direction / building was involved.	4	10	Subjective Evaluation
		Game Changing Innovations / Campaigns/ Ideas executed, if any	4		
		Outstanding Achievements/ Awards/ Recognition to the Agency in the last 3 years (Industry Recognized)	2		
6	Strategy Presentation for Punjab & Sind Bank on Social Media Management	SWOT Analysis of the Bank's current Social Media Presence.	6	30	
		Action plan / strategy proposed for the Bank to enhance its Social Media presence & leverage the same for business.	6		
		Technology Platform for Automation/ Integration/ Social Media Listening / Online Response Management	6		

		Social Media Tracking Metrics / Analytics & its relevance & usage for the Bank.	6		
		Quality of Team proposed to work for Punjab & Sind Bank.	6		
	Total (B)			40	
	GRAND TOATAL (A+B)			100	

TECHNICAL CUT-OFF MARKS

Sr.	Criteria	Max Marks	Min Marks to qualify for Next Evaluation Process
1	Tech Evaluation Marks	60	67% of Max Tech Marks i.e 40 Marks
2.	Presentation Marks	40	75% of Max Presentation Marks i.e 30 Marks
3	Total Marks	100	70% of Max of Total Technical Marks i.e 70 Marks

16. TECHNO-COMMERCIAL EVALUATION

The Agency needs to achieve a cut - off score of 70 % (i.e. 70% of Total Technical Marks = Minimum 70 Marks) in this evaluation stage to be qualified for commercial bid opening. Only those Agencies who achieve the specified cut - off Technical Evaluation scores would be short-listed for Commercial Bid Evaluation and will be called "Qualified Agencies". Bank reserves the right to shortlist the agencies with highest technical scores, in case sufficient number of agencies do not score the minimum marks.

These “Qualified Agencies” will be considered further for “Techno-Commercial Evaluation”. The evaluation score given to these agencies will be taken for further consideration. Bank, in this document, requests all the bidders to submit their “Commercial Bid” in the prescribed format.

This format requires the applicants to quote the “Cost of Social Media Management”. The figures in Annexure 6 are taken for Total Cash Outflow calculation for arriving at L1. The no. of campaigns and the social advertising will be based on the discretion of the Bank and payment will be made on pro rata and on quarterly basis.

Note: Bank is not obliged to employ all activities mentioned in Annexure 6. The activities to be engaged will be based on Bank’s discretion and payment will be made for those activities only.

The Technical Evaluation Score & Cost of Social Media Management will be considered as parameter for techno-commercial evaluation. The commercial bids of these “Qualified Agencies” will be opened in the presence of representatives of these agencies.

In order to give due importance to the technical strengths of Agencies, it has been decided to give weightage to Technical Score & “Cost of Social Media Management”

A “Score” will be calculated for all “Qualified Agencies” using formula, given below:

$$\text{“Score”} = \frac{LC}{C} \times Wt + \frac{T}{HT} (1 - Wt)$$

LC = Lowest “Cost of Social Media Management” among the qualified Agencies.

C = Cost of Social Media Management quoted by each agency.

T = Technical Evaluation Score of each Agency.

HT = Highest Technical Evaluation Score among the “Qualified Agencies”

Wt = Weightage for Commercial evaluation = 30

(100 – Wt) =Weightage for Technical evaluation 70

The following is an illustration of the above procedure:

No	Service Provider	Technical Evaluation Score	Cost of Social Media Management (in Lakhs/m)	“Score”
1	AB1 Ltd.	70	1.5	81.58
2	CD2 Ltd.	85	2	85.13
3	EF3 Ltd.	90	2.5	84.32
4	GH4 Ltd.	95	3	85.00

In the above example, CD2 Ltd. has scored the highest.

- ❖ Based on this “Score”, the agencies will be ranked. Agency scoring the highest “Score” shall be considered as S-1 and shall be considered by the Bank for selection subject to fulfillment of terms & conditions.
- ❖ Based on the S-1, the Cost of Social Media Management so computed and mutually agreed between the Bank and the respective Agency shall remain fixed during the entire period of contract and shall not be subject to variation on any account.
- ❖ Since Bank is proposing to select **ONE AGENCY** for corporate Selection. Agency agreeing to this arrangement will be considered for Selection.

Note: If any bidder quotes the value of LC as zero or negative, their bid will not be considered for further process and evaluation and agency will be disqualified.

17. SUBMISSION OF BID:

Interested bidders may submit the supporting documents on GeM Portal (Mandatory). Additionally, Interested bidders may also submit the supporting documents in two envelopes as detailed below:

I) SEALED ENVELOPE I – “TECHNICAL BID”

It will contain the Technical bid for Selection of Social Media Management Agency as per format (Annexure I) enclosed, duly signed by authorized representative of agency with company seal. This envelope will be super-scribed as “**TENDER FOR SELECTION OF SOCIAL MEDIA MANAGEMENT AGENCY –TECHNICAL BID**”. The name and address of the agency should be mentioned on each envelope.

The Technical Bid prepared by the agency shall comprise the following components:

- a) Technical Bid as per the format – Annexure I and CV of team member (Annexure II)
- b) Necessary documents as evidence in support of Eligibility Criteria as mentioned in RFP
- c) Corporate brochure of the agency.
- d) Documentary evidence establishing the agency’s eligibility to bid and qualification to perform the contract if the bid is accepted.
- e) Copy of Article and Memorandum of Association/Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate ‘Social Media Management Agency’ as business of the firm.
- f) In case of any change in the agency’s status due to Merger or Acquisition etc., kindly provide the documents to support the statutory positions of the agency.
- g) Certificate of incorporation
- h) Tender Fee (DD)
- i) Earnest Money Deposit (DD)
- j) Copy of latest Income Tax Return / GST Return / PAN Card / GST Registration.
- k) Each bidder acknowledges and accepts that Punjab & Sind Bank may, in its sole discretion, apply whatever criteria it deems appropriate in the selection, not limited to those selection criteria set out in this document.
- l) The bids shall contain no overwriting, except where necessary to correct errors made by the Agency officials and should be authenticated by the official who has signed the bid.
- m) An authorized representative of the Agency shall authenticate/sign all pages of the original bid proposal. The authorization of such a representative shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and submit the proposal and shall be enclosed to the Proposal.
- n) The signed proposal shall be marked “ORIGINAL”. The agencies should adhere to all instructions and submit relevant documents which have been specified in the RFP. Submission of applications without complying with the instructions will result in their rejection.
- o) The bids should be accompanied by the documents specified in the Annexures to this RFP.
- p) Punjab & Sind Bank shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for rejection of Proposal and no communication will be entertained in this regard.

II) SEALED ENVELOPE II – COMMERCIAL BID

It should contain Commercial Bid as per Annexure III duly signed by authorized representative of agency with company seal and super-scribed as “**TENDER FOR SELECTION OF SOCIAL MEDIA MANAGEMENT AGENCY – COMMERCIAL BID**”. Open envelopes or envelopes which are not sealed will not be accepted. Please note that commercials should be strictly in terms of the format enclosed and any deviation will not be accepted.

As stated above, Technical Bid and Commercial Bid should be placed in two separate envelopes super-scribed and properly closed and sealed. Thereafter, the two envelopes shall be placed inside another envelope, properly closed and sealed and should be super-scribed as “**Selection of Social Media Management Agency - Punjab & Sind Bank in response to TENDER 04/2024-25 dated 16.11.2024**” on top. All the envelopes shall bear the name and complete postal address of the bidder and should be addressed to:

**The Assistant General Manager (PR),
Punjab & Sind Bank, Corporate Office, HO Publicity & Corporate Communication
Department, NBCC Towers, Block 3, Ground Floor, East Kidwai Nagar, New Delhi –
110023**

Any bid received by Bank after due date and time, i.e. **09.12.2024 (4:30 pm)** shall not be entertained and shall be rejected outright.

Bank shall at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of Bank and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

18. OTHER TERMS AND CONDITIONS

18.1 SUBCONTRACTS

The Agency as and when required may subcontract the work with prior approval of the Bank provided the intimation in writing of all collaborations be given to the bank. However, such notification shall not relieve the agency from any liability or obligation under the contract. The Agency shall be solely responsible for the performance of sub contractors appointed by it.

18.2 MODIFICATION AND WITHDRAWAL OF BIDS

The Agency may modify or withdraw its bid after submission provided that the written notice of the modification or withdrawal is received by the Bank before the deadline prescribed for submission of Tender documents.

Modification or withdrawal notice shall be prepared, sealed, marked and dispatched by the agency. A withdrawal notice may also be sent by mail, but followed by the signed confirmation copy by post or

courier, not later than the deadline for submission of Tender documents. No bid shall be modified subsequent to the deadline for submission of bids.

18.3 CLARIFICATION OF BID DOCUMENTS BY AGENCY

A prospective agency, requiring any clarification on the bid documents shall notify the Bank in writing or by e-mail at ho.pr@psb.co.in atleast 7 days prior to submission of the tender.

Bank shall respond in writing or by e-mail to any request for the Clarification of the Bid Documents, which it receives not later than 7 days prior to the date of submission of the Tender. Such queries (without identifying the source) will be clarified by Bank and will be displayed on Bank's website.

18.4 CLARIFICATION OF BIDS BY BANK

To assist in the examination, evaluation and comparison of bids, Punjab & Sind Bank may, at its discretion ask the agency for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the agency shall be entertained.

18.5 AMENDMENTS IN DOCUMENTS

At any time, prior to the date of submission of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments. The amendments shall be notified in Bank's website <https://punjabandsindbank.co.in> and these amendments will be binding on the Agencies. In order to afford prospective Agencies a reasonable time to take the amendment into account in preparing their bids, Bank may, at its discretion, extend the deadline for the submission of bids, suitably.

18.6 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Bank reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected agency or agencies on the grounds of Bank's action.

18.7 OPENING OF BIDS

Bank shall open the Technical Bid (Envelope I) in presence of authorized representatives of the Bank and the Committee will study the technical bids. The commercial bid will be opened only for agencies declared eligible and selected after technical evaluation as mentioned in this document. The commercial bid will be opened on a fixed date in the presence of authorised representatives of the Bank.

18.8 AWARD OF SELECTION

Bank shall consider selection of Social Media Management Agency, whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable. Selected Social Media Management Agency will have to enter into an agreement with Punjab & Sind Bank.

18.9 ASSIGNMENTS

The Agency agrees that it shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Agency's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

18.10 GENERAL CONDITIONS

- ❖ The general condition shall apply in contracts made by the Bank for availing the services of selected Agency.
- ❖ The selected Agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time.
- ❖ The Agency shall indemnify Bank against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc incurred by Bank.
- ❖ The Selected Agency at its own cost will defend or settle any claim against Bank to the effect that the selected Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- ❖ In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the Bank any of the commission already paid to the Agency or any other loss that might be incurred by the Bank.
- ❖ Bank through its authorized officers shall have right to inspect the services regarding conduct of Advertising services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the Agency.
- ❖ Bank reserves the right to blacklist the Agency for a suitable period in case the Agency fails to honor its bid without sufficient grounds and circulate its names to IBA, RBI and other peer banks.
- ❖ The Selected Agency shall ensure secrecy of all data which is shared, its findings & recommendations etc.
- ❖ It shall be obligatory on the part of Agency to share the sources of secondary data, primary data, Bank interviews/questionnaires etc. and any other items, which are not proprietary property of the Agency.
- ❖ The selected Agency shall not use the name of the Bank or its logo to promote their business without prior permission from Punjab & Sind Bank.
- ❖ The Selected Agency shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible.
- ❖ In case Bank desires the advertisement for other services to be published/ broadcasted in any other regional languages, translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.

- ❖ Models/ Actors used for Punjab & Sind Bank for campaigns, individual ads etc. will be selected by the Bank
- ❖ Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- ❖ The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.
- ❖ The Agency shall implement the work assigned to it by the Bank.

- ❖ The Bank, may, at any time, by a written order given to an Agency, make changes within the general scope of the contract related to terms & references, increasing / decreasing the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.

18.11 TENDER FEE:

Non-refundable Cost of RFP shall be **Rs. 5000/- (Rupees Five thousand only) plus GST**, as applicable, payable by Demand Draft or Pay Order favouring "Punjab & Sind Bank" payable at New Delhi, is to be submitted separately along with the application Form.

Exemption from Tender Fee: All Micro and Small Enterprises (MSEs) having registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from Tender fee only if a certificate of registration valid on the date of application with the said agencies is submitted along with the bid.

18.12 EARNEST MONEY DEPOSIT (EMD)

The bidder shall furnish Non-Interest earning Earnest Money Deposit (EMD) of **Rs. 2,00,000/- (Rs. Two lakhs only)** by way of Demand Draft or Pay Order favouring "Punjab & Sind Bank" payable at New Delhi issued by a scheduled commercial bank. The EMD is refundable only on the non-acceptance of the offer. Application submitted without EMD will not be entertained.

Non-submission of EMD in the format prescribed in RFP will lead to outright rejection of the offer. The EMD of successful bidders will be returned on submission of Performance Bank Guarantee.

The amount of EMD would be forfeited in the following scenarios:

- a) In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b) In case of the successful bidder, if the bidder fails:
 - I. Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order for any reason whatsoever; or
 - II. To provide the Performance Bank Guarantee within 30 days from signing of SLA or Selection letter whichever is earliest for any reason whatsoever.
 - III. The bidder violates any of the provisions of the terms and conditions of this Tender document.

- ❖ **Unsuccessful Bidder** - EMD will be returned by the Bank within 14 days from closure of the RFP.
- ❖ **Successful Bidder** - EMD will be discharged upon the vendor furnishing the Performance Bank guarantee.

EXEMPTION FROM EMD - All Micro and Small Enterprises (MSEs) having registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from submission of EMD only if a certificate of registration valid on the date of application with the said agencies is submitted along with the bid.

18.13 PERFORMANCE BANK GUARANTEE (PBG)

The Selected Agency has to furnish a Performance Bank Guarantee of 3% (Format as per Annexure) of the total contract value (total contract value denotes the total consideration projected amount by the Selected Agency in the financial proposal) in response to this RFP Document. The Performance Bank Guarantee is to be issued by any reputed scheduled commercial bank in India (other than Punjab & Sind Bank) in favour of the firm. The Guarantee shall be valid for the timeframe/tenure of Selection for which the Selected Agency has been selected and 3 months thereafter as claim period.

In case of extension of contract, the successful bidder has to extend the Bank Guarantee for the extended period (exceeding three months of the contract) as per stipulation in letter of Selection. In case bidder fails to perform the contract, or violate any terms and conditions, the Bank shall invoke the Performance Bank Guarantee to recover penalty/liquidated damages.

The PBG shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public / Private Sector Bank in India (Other than Punjab & Sind Bank), acceptable to the Bank in the format provided in the RFP. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.

The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favour with authorization to sign the documents.

Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number. In the event of the Successful Bidder commits a material breach of the terms and conditions of the contract, Bank shall invoke the PBG as per the terms of Agreement.

In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank shall invoke the PBG as per the terms of Agreement. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the

PBG shall be payable to the Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract.

The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the Bank due to inadvertence, error, collusion, misconstruction or mis-statement.

The PBG may be discharged / returned by the Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

If the Performance bank guarantee is not submitted within the stipulated time or within the timeline agreed beyond the stipulated timelines, the Bank reserves the right to cancel the order/ contract and the Earnest Money Deposit (EMD) taken from the successful Bidder(s), shall be invoked.

Selected Agency to ensure that issuance of Performance Bank Guarantee shall be confirmed by the issuing Bank directly to the Owner mandatorily through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification

18.14 ADOPTION OF INTEGRITY PACT

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as per Annexure.

Signing of IP with Bank would be one of the preliminary qualification for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor/ bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra has been appointed as IEM (Independent External Monitor) for the Bank. IEM can be contacted at: -

1. Sh. Asha Ram Sihag, Email ID: arsihag@gmail.com, Mobile No: 9911558502
2. Sh. Aditya Prakash Mishra, Email ID: apmishra53@gmail.com, Mob No. 9560625666

18.15 RFP VALIDITY PERIOD

RFP responses must remain valid and open for evaluation according to their terms for a period of 6 month from the last date of submission of Bids.

18.16 FORCE MAJEURE

The Selected Agency shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Work Order/ Letter of Selection is the result of an event of Force Majeure.

For purpose of this clause, “Force Majeure” means an event explicitly beyond the reasonable control of the either party to the Work Order/ Letter of Selection and not involving the Selected Agency’s fault or negligence and not foreseeable. Such events may include, but are not restricted to events such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, Covid etc.), which prevents one or both parties from fulfilling their obligations under the Work Order/ Letter of Selection.

If a Force Majeure situation arises, the applicant shall promptly notify the Bank in writing of such conditions and the cause thereof within seven calendar days. Unless otherwise directed by the Bank in writing, the Applicant shall continue to perform the obligations under the Work Order/ Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18.17 COMPLIANCE WITH LAWS

The Selected Agency shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ directors/ 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. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank’s business due to the services provided as part of this RFP and the laws which are applicable on the Selected Agency.

However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the Selected Agency. The Selected Agency 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, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Selected Agency.

The Selected Agency is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

18.18 CORRUPT AND FRAUDULENT PRACTICES

As per the Government directives, it is required that Selected Agencies/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- ❖ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ❖ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- ❖ The Bank reserves the right to reject a proposal for award if it determines that the Selected Agency recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- ❖ The Bank reserves the right to declare a Social Media Management Agency ineligible, either indefinitely or for a stated period of time as per the Bank’s discretion, to be awarded a contract if at any time it determines that the Social Media Management Agency has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

18.19 VIOLATION OF TERMS

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Selected Agency 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 Bank 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.

18.20 AUTHORIZED SIGNATORY

The selected Social Media Management Agency shall indicate the authorized official who can discuss and correspond with the Bank, with regard to the obligations under the contract. The Social Media Management Agency shall furnish copy of power of attorney/ proof of signature identification for above purposes as required by the Bank.

18.21 AUDIT/ INSPECTION FOR REPORTS

The Bank reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency/personnel identified by the Bank to access the documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the RBI/Bank.

The Bidder should allow them to conduct audits or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

The Bank would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management Knowledge Partner at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification/ updation of the findings at no cost to the Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

18.22 PUNJAB & SIND BANK RESERVES THE RIGHT TO:

- a) Reject any and all responses received in response to the RFP.
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery.
- c) Extend the time for submission of all proposals.
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality).
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof.
- i) Modify the requirements or any specifications related to eligibility or technicalities.
- j) No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

18.23 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 Punjab & Sind Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Service Provider as part of this Agreement. Under no circumstances Punjab & Sind Bank shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Punjab & Sind Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

18.24 SUBSTITUTION OF PROJECT TEAM MEMBER

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

During the assignment, the substitution of team member identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise.

If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

18.25 INDEMNITY

The Selected Agency shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, damages, costs and expenses (including attorneys’ fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- ❖ The Bank’s authorized/ bonafide use of the Deliverables and /or the Services provided by the Selected Agency under this RFP; and/or
- ❖ An act or omission of the Selected Agency its employees, agents, sub contractors etc, in performance of the obligations under this RFP; and/or
- ❖ Claims made by employees or employees of sub contractors who are deployed by the Selected Agency, against the Bank; and/or
- ❖ Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Selected Agency to its employees
- ❖ 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 Agency under this RFP; 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 Agency contained in this RFP; and/or .
- ❖ Negligence or misconduct attributable to the Selected Agency or its employees. Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Selected Agency.

In the event of successful bidder does not fulfill its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this assignment.

18.26 SIGNING OF LETTER OF SELECTION AND EXECUTION OF NON-DISCLOSURE AGREEMENT

The successful Applicant shall sign and accept the letter of Selection issued by the Bank which will remain valid for atleast 2 (two) years. Beyond two years, the Selection can be extended at the discretion of the Bank with the same scope of work for a further period of maximum 1 (one) year with same terms & conditions. The letter of Selection would include all the terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by the Bank.

Non-Disclosure Agreement (NDA) - The Applicant shall execute the prescribed Non Disclosure agreement provided in the RFP within one month from the date of acceptance of letter of Selection or signing of work order/SLA. The NDA shall be executed by the authorized signatory of the successful Applicant. The date of letter of Selection shall be treated as date of Selection and the time-line for Selection shall be worked out with reference to this date.

18.27 COST BORNE BY RECIPIENTS

All cost and expenses (whether in terms of time or money) incurred by recipients in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the recipient.

18.28 NO LEGAL RELATIONSHIP

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

19.0 CONFIDENTIALITY

This tender document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Bank may update or revise the tender document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same obligation of confidentiality.

- ❖ All Punjab & Sind Bank product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the Selected Agency or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the Selected Agency irrevocably agrees and undertakes and ensures that the Selected Agency and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of Punjab & Sind Bank nor shall use or allow to be used any information other than as may be necessary for the due performance by the Selected Agency of its obligations hereunder.
- ❖ The Selected Agency shall not make or retain any copies or record of any Confidential Information submitted by Punjab & Sind Bank other than as may be required for the performance of the Selected Agency obligation under this Agreement. The Selected Agency shall notify Punjab & Sind Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.

- ❖ The Selected Agency shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the Selected Agency shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Selected Agency or its affiliates.
- ❖ The Selected Agency shall 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 and these requirements have been fully complied with.
- ❖ The Selected Agency hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Punjab & Sind Bank under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.
- ❖ It shall be the incumbent duty of the Selected Agency to undertake not to disclose any business related information of Punjab & Sind Bank to any third person and the Selected Agency shall keep all knowledge of the business activities and affairs of Punjab & Sind Bank strictly confidential and also to ensure that neither the Selected Agency nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Punjab & Sind Bank.
- ❖ However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by Punjab & Sind Bank was known to or in the possession of the Selected Agency at the time of disclosure;
 - Was disclosed or parted with the prior consent of Punjab & Sind Bank;
 - Was acquired by the Selected Agency from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Punjab & Sind Bank.
- ❖ The Selected Agency agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit. Notwithstanding above Punjab & Sind Bank shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.
- ❖ The provisions of this Clause shall survive the termination of contractual agreement.

20.0 CONTACTING PUNJAB & SIND BANK

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

21.0 DISPUTE RESOLUTION

The Bank and the vendor shall make every effort to resolve amicably, by direct informal negotiation between Bank's Official and the Selected Agency, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank / and Selected Agency/ Agency are unable to resolve the dispute after 30 (thirty) days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Agency and Bank respectively.

If after 30 (thirty) days from the commencement of such negotiations between the senior authorized personnel designated by the Agency and Bank, the Bank and the Agency have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR a panel of three Arbitrators, with each side to the dispute being entitled to appoint three arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Seat of Arbitration will be at New Delhi. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The arbitration proceedings will be in the English language. The award will be recorded in writing, alongwith the reasons therefor and shall be final and binding upon the parties. The parties shall equally share the costs of the arbitrators' fees.

Judgment upon the award may be entered by any courts having jurisdiction in New Delhi only.

22.0 GOVERNING LAW & PLACE OF JURISDICTION

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

(Sanjay Datta)
Asstt. General Manager (PR)

ANNEXURE I

(To be submitted by Agency on their letter heads)

PARTICULARS FOR SELECTION OF SOCIAL MEDIA MANAGEMENT AGENCY – TECHNICAL

BID

**The Assistant General Manager (PR),
Punjab & Sind Bank, Corporate Office,
HO Publicity & Corporate Communication Department, NBCC Towers,
Block 3, Ground Floor, East Kidwai Nagar,
New Delhi – 110023**

Dear Sir,

We hereby offer to submit our request for Selection of Social Media Management Agency of Punjab & Sind Bank as per **TENDER No. 04/2024-25 dated 18.11.2024** for “Selection of Social Media Management Agency”. We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have enclosed an Account Payee Demand Draft of Rs.2,00,000/- (Rupees Two Lakh Only) towards Earnest Money Deposit (EMD) in favour of Punjab & Sind Bank payable at New Delhi.

Our brief profile is as under:

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

5	Name of Proprietor/Partners/ Directors of the Agency/Firm					
6	Details of 3 key functional personnel of the Agency/Firm	As per Annexure				
7	Financials of the Agency/firm for the last 3 years	Particulars	FY 2021-22	FY 2022-23	FY 2023-24	
	(mention amount in crores Rs.,enclose auditor's certificate for the same)	Turn over				
		Net profit				
		Revenue from Social Media Activities				
8	Present Banker of the Agency/Firm	S.N.	Name of the Bank	Branch and address	Account number	
	(attach statement of each account for last 6 months)	1				
		2				
9	Employees Details	Employees		Work Exp in Social Media Management	Employee Strength	
		Social Marketing/Media Strategies				
		Social Media Planner				
		Client services				
		Creative / content				
		Data Analytics				
10	Details of work sample if any					
11	Organisation Chart					
	(Use separate sheet to create the chart)					
12	Industry recognitions, awards and accolades won during last three years. (attach copy of certificates as enclosure)					
13	List of the existing BFSI clients (as per format given)	SN	Name of client/firm	Name of contact person	Phone	Empanelled/ engaged since

	(contact details will be used for checking references)					
14	List of the BFSI clients acquired in the past	SN	Name of client/ firm	Name of contact person	Phone	Empanelled/ engaged from....to...
	(as per format given) (contact details will be used for check references)					
15	List of the existing Non BFSI clients (as per format given)	SN	Name of client/firm	Name of contact person	Phone	Empanelled/ engaged since
	(contact details will be used for checking references)					
16	List of the BFSI clients acquired in the past	SN	Name of client/firm	Name of contact person	Phone	Empanelled/ engaged from....to...
	(as per format given) (contact details will be used for check references)					
17	Details regarding litigations Agency / Firm has	SN	Other party of litigation / Dept./court	Agency/Firm status (Applicant /Respondent)		
	(as per Annexure)	1				
		2				
		3				
18	Tools used in day-to-day operations (mention all research, analytics, lead capture any other innovation tools used in daily operations)					
19	If Agency/ Firm is maintaining own website, its URL					
20	Provide past case studies in 15 slides where the agency has executed the mentioned details for any of their clients :	❖ Expertise in search				
		❖ Award winning Innovations in campaigns				
		❖ Optimization of media budgets by drastically reducing CPL/CPA				
		❖ Lead analysis and actions to improve lead quality				
		❖ Integration with traditional and social media				
		❖ Brand security measures				
		❖ Content Strategy				
		❖ Data Analytics				
❖ Viral marketing						

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

I/we certify that if appointed for selection, I/we shall appoint separate teams for any competing clients who are in the same business as Punjab & Sind Bank to avoid clash of interests and maintenance of confidentiality. In case at any stage, it is found that that the information given by me/us is false/incorrect, Punjab & Sind Bank shall have the absolute right to take any action as deemed fit/without any prior intimation to me/us.

(Signature of the Authorized person) _____

Full name of the Authorized person: _____

Designation: _____

Seal of the firm and date: _____

ANNEXURE II

Curriculum Vitae (CV) for Team member with one page of summary of experience

1	Name of the Agency				
2	Name of staff				
3	Date of Birth				
4	Nationality				
5	Education (add additional rows as required)	Institution	Degree Obtained	Month, Year of Obtainment	
6	Membership of professional organizations				
7	Training and Publication				
8	Languages known (add additional rows as required)	Language	Speaking	Reading	Writing
		Proficiency (good/fair/poor)			
9	Employment Record (starting from Present) (add addl. rows as required)	Company	Position Held	From	To
		Brief of responsibility			
10	Details of Assignments / Projects Undertaken (which best illustrates capability to handle this project) separate sheets for different projects, minimum 3 projects along client reference				
	Client				
	Location, Year				
	Project Cost				
	Main Project Features				
	Position Held				
	Activities Performed				

I, the undersigned, certify that to the best of my knowledge and belief this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

(Signature of Authorised Signatory)

Name of Authorised Signatory

Firm Name:

Date

ANNEXURE III

**PARTICULARS FOR SELECTION OF SOCIAL MEDIA MANAGEMENT AGENCY
– COMMERCIAL BID**

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

The Assistant General Manager (PR),
Punjab & Sind Bank, Corporate Office,
HO Publicity & Corporate Communication Department, NBCC Towers,
Block 3, Ground Floor, East Kidwai Nagar,
New Delhi – 110023

Dear Sir/Madam,

We hereby submit our Commercial Bid for Selection of Social Media Management Agency of the Bank.

We unconditionally agree to abide by the Terms & Conditions specified therein.

Activity	Details	Rate (Rs) (Per Month)	Amount (Rs) (Per Annum)
Brand Management on Social Media:	Setting up social media channels, defining social media policies and guidelines, acquiring/verifying Punjab & Sind Bank social channels, increasing positive brand sentiment, merging/acquiring other channels/pages with Bank's channels/pages, defining brand signature for social media communication, managing crisis and issues which pose reputation risk, identifying and engaging influencers, social listening, creation of reports, peer comparison, providing high-level dashboards as MIS on brand Social Media channels include - Facebook, X (Previously as Twitter), LinkedIn, YouTube etc.		
Content Creation:	Developing social media content and creatives, defining social media content strategy, developing content as per themes and key pillars, ensuring approved content is shared, achieve high user engagement across social channels. (For atleast 250 posts per annum).		
Response Management:	Developing response management framework, creating first level responses, adhering to response TAT as defined by the Bank, MIS reports on a daily, weekly, fortnightly and monthly basis with sentiment analysis specific to product, service, corporate, takedown of malicious, defamatory content which are harmful for the image of the Bank etc. monitoring conversations, feedback received.		
Social Media Campaigns:	Campaigns to engage end users and key stakeholders based on Bank of Baroda brand strategy, product promotions, product soft launches, new initiatives, etc. These campaigns to be designed and executed for min. 12 campaigns in a year.		
Social Advertising:	Develop a specific media plan (min 20) to target end consumers and key stakeholders as per individual social media channel to ensure – i. Content reach		

Activity	Details	Rate (Rs) (Per Month)	Amount (Rs) (Per Annum)
	ii. Grow the community iii. Drive traffic to web/mobile destination iv. Brand visibility		
Social Advertising KPIs:	Facebook - 10,000 likes per month Facebook - Engagement percentage of 3-5% X (Previously as Twitter) - 2,000 followers per month YouTube - 1,000 views per month (subject to video content provided by the bank) LinkedIn - 1,000 followers per month The above does not include organic growth activities which the bank may conduct. Agency can recommend suitable suggestions support and enhance community growth.		
Service support cost:	This comprises of Technology platforms, tools and solution as defined in the RFP document with a fixed annual fee for usage, not limited to keywords or number of profiles. Includes dedicated manpower requirements. Includes on-site training to Team Member at Bank's premises for one week before roll-out of the solution.		
Total in Figures			
Total in Words (per month)			
Total in Words (per annum)			

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

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

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

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

(Signature of the Authorized Person) _____

Full Name of the Authorized Person: _____

Designation: _____

Seal of the Agency and date

ANNEXURE IV

**(On letterhead of the Bidder's Client duly stamped and signed-original
copy not older than 1 month)**

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s..... is currently our empaneled/Selected Social Media Management Agency on retainership basis for more thanYears.

The Agency has been entrusted with Brand Management on Social Media, Content Creation, Social Media Campaigns & Advertising, Social Media Listening, Social Media Response Management, Social Media Publishing/ Post Management, Social Media Tools.

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

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:

ANNEXURE V

Authorisation to sign documents* pertaining to bid submission against TENDER No. 04/2024-25 dated 18.11.2024 for Selection of Social Media Management Agency

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

It is certified that Agency/firm M/s..... having its registered office at..... is submitting a bid proposal against **TENDER No. 04/2024-25 dated 18.11.2024** for Selection of Social Media Management Agency in Punjab & Sind Bank.

In connection with the above Shri working with the company as has been duly authorized to sign bid proposal documents or any other documents related to this bid submission.

Agency/firm is liable of the consequences arising by the act of signing bid documents by Shri.....

Signature :

Name of Signatory:

Designation :

Seal of Agency/firm/company Date:

Place :

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

ANNEXURE- VI

Bid Submission letter (on Agency's letter head)

The Assistant General Manager (PR),
Punjab & Sind Bank, Corporate Office,
HO Publicity & Corporate Communication Department, NBCC Towers,
Block 3, Ground Floor, East Kidwai Nagar,
New Delhi – 110023

Sir,

**TENDER NO. 04/2024-25 DATED 18.11.2024: SELECTION OF SOCIAL MEDIA
MANAGEMENT AGENCY - SUBMISSION OF BID**

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

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

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of agency/firm:

ANNEXURE VII

[On The Letter Head of Auditors / Chartered Accountants]

(signed- original copy not older than 2 months)

CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s.....having its Registered Office.....had achieved the following level of Gross Annual Turnover/ Net Profit/Loss/ Networth and Revenue from Social Media Activities in respect for the financial years mentioned hereunder:

(Rs. in Crores)

Particulars	2021-22 (Audited)	2022-23 (Audited)	2023-24
Gross Annual Turn over			
Net Profit / Loss			
Networth			
Revenue from Social Media activities			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors / Chartered Accountants

Name:

Seal

Place:

Date:

UDIN No.

ANNEXURE VIII

[On the letterhead of the Agency duly stamped and signed]

CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

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

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

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending that may have an impact affecting or compromising the delivery of services required during last 5 years.

(Signature of the Authorized Person) _____

Full Name of the Authorized Person: _____

Designation: _____

Seal of the Agency and date

ANNEXURE IX

[On the letterhead of the Agency duly stamped and signed]

CERTIFICATE

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

(Signature of the Authorized Person) _____

Full Name of the Authorized Person: _____

Designation: _____

Seal of the Agency and date

ANNEXURE X

Authorization letter from OSD authorizing the bidder to implement their solution on their behalf

The Assistant General Manager (PR),
Punjab & Sind Bank, Corporate Office,
HO Publicity & Corporate Communication Department, NBCC Towers,
Block 3, Ground Floor, East Kidwai Nagar,
New Delhi – 110023

Dear Sir/Madam,

Ref: Appointment of Social Media Management Agency - Bank RFP No: ---- Dated ----

We, M/s _____ (Name of the OSD), who are the Original Solution Developer of (Name of the solution) do hereby authorize M/s _____ (Name of the Bidder) to submit bid, and if shortlisted, sign the contract with your bank for implementation of Our Solution as per the specifications provided in the captioned bid document.

We duly authorize the said company to act on our behalf in fulfilling installation, technical support and maintenance obligations required by the contract.

We also undertake to provide any/all changes in our arrangement with the bidder to the bank in writing and against acknowledgement.

We hereby extend our full guarantee/warranty as per the contract for the solution and services offered by the bidder for this bid.

We also undertake that in the event of the bidder failing to perform its obligations under the Contract for any reason whatsoever, we shall perform all the pending obligations as if the contract were between the bank and us.

(Signature of the Authorized Person) _____

Full Name of the Authorized Person: _____

Designation: _____

Seal of the Agency and date

ANNEXURE XI

Compliance to Technical Specification

Agency is required to submit the compliance to technical specification.

A. Social Listening Solution

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

13	The social listening solution should have the capability to generate alerts, manage existing alerts, create new alerts for customer service opportunities as well as new sales		
14	The solution should be capable of generating e-mail alerts on configurable triggers and shall also be capable of sending SMS messages of such events		
15	Categorization: The social listening tool should be capable of creation of bookmarks / labels to categorize conversation as per specific combinations of and / or condition – such as “complaint”, “suggestion”, “service query”, etc.		
16	Command Portal / Site: The solution should allow creation of command center that should allow Bank to have a dynamic visual representation of live feeds of social activities like top tweets / top influencers / source of discussion etc.		

B. Sentiment Analysis

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	Top influencer tracking: Identify who are most actively talking about our brand, products and services and how influential they are.		
2	The solution should have capability to: Target Account Tracking: monitor key developments at our top accounts Competitive intelligence: Gain important insights about our competitors		
3	The solution should be able to utilize social media for Real time alerts: quickly identify customer issues and trends Social customer service: engage with customers and resolve issues across the social web		
4	The solution should showcase what the Bank’s customers think about our products and services		
5	The solution should have the ability to co-relate sentiment about the search topic with dates and events		
6	The solution should have the ability to show the variance of the sentiment among various sources		
7	The solution should provide a quick summary of posts, trends, sentiments, etc.		
8	The solution should provide a quick summary of sources of the posts and compare the same in the form for graph / chart etc.		

9	The solution should have an ability to provide the number of daily buzz on the Bank’s products and services and see how the buzz is trending		
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10	The solution should have the ability to show the volume history over a period of time		
11	The solution should showcase the customers share of voice for each of the topics being monitored		
12	The solution should have the ability to configure multiple search topics		
13	Influencer vs Follower: The solution should identify influencers vs followers and account for noise factor including ‘weighting’ (which refers to the weighting of various social media sources such as X (Previously named as Twitter), Facebook, YouTube, Instagram, LinkedIn, blogs and other sites based on their online impact, and must not be purely based on online traffic such sources generate) Noise factor refers to the unwanted information such as spam, duplication, etc.		
14	Analysis: The solution should offer automated sentiment analysis at the post level. The solution should analyze particular content and determine if it has a positive, negative or neutral sentiment. Similarly, when a new product or service is launched, the solution should immediately tell us if the overall sentiment for the new product / service is positive or negative or neutral		
15	The solution should provide sentiment and thematic analysis and provide inputs like what is driving positive / negative sentiment, what are the opportunities and what are the naturally occurring themes or topics. Analysis / pictorial representation of proportion of mentions by each source (e.g. blogs, tweets, news sites, social sites, etc.)		
16	Filtering: The solution should filter any known exclusions specified (e.g. job listings, addresses, etc.)		
17	The solution should be capable to filter social media sites as required. It should have inbuilt multi-level filtration technologies such as Keyword & Boolean, Latent Symantec Analysis (LSA) and Natural Language Processing (NLP)		
18	The solution should have the ability to filter by source type (News Sites, Social Sites, etc.) during topic setup so as to avoid data sets that are not required for analysis		
19	The solution should show a snap-shot / preview of incoming conversations during topic profile setup along with key messages and themes of messages in order to facilitate the user with the option to select the relevant conversation themes and reject the non-relevant themes		
20	Spam: The solution should be capable to identify the Spam and exclude the same from process		
21	Tool: The solution should have a Tool that allows easy, adhoc and automated manner for rule creation and assignments without any need to write / script codes. The Tool should allow for changes in these rules any point in time. The Tool should allow easy setup workflows. The task assignment workflows should raise email alerts to the designated user depending on the gravity levels		

C. Social Media Advocacy

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The proposed advocacy solution should aid in leveraging the social media network of the employees, customers and brand influencers of the organization to build the brand identity of the organization		
2	The proposed solution should be branded or customized to reflect brand logo, URL, etc.		
3	The proposed solution should enable the Bank to deliver curated content to their employees which can be consumed by them easily on the web and major mobile platforms (Android, iOS, Windows, etc.)		
4	The proposed solution should allow employees to share customized Bank approved content onto their personal social media networks, more particularly on Facebook, X (Previously as Twitter) and LinkedIn		
5	The proposed solution should be able to measure the social media activity of each piece of content shared, and present measurable ROI in terms of generated impressions, reach and engagement with the brand of the Bank		
6	In the proposed solution, the system shall support notifications and periodic digest mail (daily / weekly / monthly as required)		
7	In the proposed solution, the system shall track and provide detailed analytics for campaigns, website goals, article downloads, etc.		
8	In the proposed solution, the system shall provide an option to create / edit / delete content categories		
9	In the proposed solution, the system shall subscribe to internal (Bank) and external content. The system shall provide options to group the content under specific content categories		
10	In the proposed solution, the system shall aggregate the content at a single place and allow the content to be curated prior to sharing with the employees		
11	The proposed solution should allow to invite employees / users using e-mail or social media.		
12	The proposed solution should be able to get detailed usage analytics in terms of social media interactions of each user and shared content pieces and further present a measurable ROI in terms of generated impressions, immediate reach and engagement with the Brand of the Bank		
13	The proposed solution should utilize the analytics of the social media engagements of the users in the platform to come up with intuitive and attractive rewarding mechanism to make the users motivated and sustain their engagement with the platform		
14	In the proposed solution, users should be able to connect all their social media accounts at one place and share custom and Bank approved content to their personal feeds		

15	In the proposed solution, users should be able to view content that has been verified and published by the system in a categorized manner		
16	In the proposed platform, users should have the option to personalize Bank approved content while retaining brand flavor, before sharing on their personal social media networks		
17	The platform should have the capability of merging/ combining the pages/ channels of the Bank and/ or its associates		
18	The bidder needs to take care of designing, commissioning, installation, configuration, operationalization, testing, go-live services (i.e. manage and maintenance of proposed H/W, S/W, Utilities, Tools, etc.)		

D. Social Media Listening Services

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The bidder should have credentials for monitoring, managing and reading insights from all earned media. These analytics should not be confused with platform- based analytics and campaign analytics delivered by platforms like Facebook, X (Previously as Twitter), Instagram, LinkedIn, YouTube etc.		
2	Influencer Tracking and Management: The bidder should have the capability in tracking influencers in the social space.		
3	The bidder should undertake objective based reporting on owned and earned platforms such as Facebook, X (Previously named as Twitter), etc. where the Bank / product brand is present in order to measure the channel performance in detail and provides insights, highlights and lowlights through a web based portal.		
4	The bidder should undertake reporting on earned mentions in order to monitor the Bank product / brand health in the social space to tracking the competition and industry for providing actionable insights		
5	The bidder should undertake ideation, creation and execution of large and small format campaigns of the Bank's products / Services / image, etc. on the social media		
6	The bidder should provide response management services for both earned and owned channels		
7	The bidder should have a dedicated team ensuring reputation and response management. Best practices should be shared and implemented across social platforms		
8	The bidder would also need to train bank officials (approximate 20) on handling the social media and the offered solution.		

E. Reporting and Dash Boarding Portal

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)

1	The bidder should have a dynamic and capable web- based reporting portal for publishing, viewing, storing, accessing all their reports. This web-based portal should be the single platform for all static, dynamic, adhoc reports		
2	All the dynamic reporting through the portal should be capable of providing drill up / drill down functionality of the data presented.		
3	The web-based portal should also be the single repository of all the documents, ppt, excel, etc. provided to the Bank as part of the bidders' social media marketing services		
4	The solution shall provide customizable dashboard features and functionalities with graphic presentations having drilldown facilities		
5	The solution must be able to provide summaries of high-level overviews of a specific set of topics		
6	The solution should have a configurable dashboard that can easily be accessed by internal analysts / management. The dashboard should also support customization by user or group access. The solution provides an alerting mechanism that automatically sends out reports or notifications based on pre-defined triggers		
7	Reporting: The solution should provide standard out- of-the-box and customizable (approximate 100) reports some of which could be periodical and others of ad-hoc nature		
8	The tool should have a natural language search capability for users to access / drill down data		
9	The reporting portal should be based in html5 such that the same can be accessed from various devices (such as desktops / laptops / tablets / phones etc.) and various browsers (such as IE, Safari, Chrome, Firefox, etc.)		

F. Security and User Management

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	Access Control: System should have ability to define user roles and access control mechanism within various modules and workflows / approvals, Social Media Monitoring, Social Sites Management and Publishing		
2	The system should be able to automatically check the passwords with the password policy, which can be customized by the bank		
3	The system should be able to store the password in an encrypted mode / compressed mode.		
4	IP address of the originating system should be captured		
5	Audit trails of logs of a particular ID should be captured. The system should be able to generate audit trails of all transactions done		

6	The Agency should deploy their solution and provide their services through a public cloud of a reputed organization.		
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G. Social Banking

Sr. No	Details	Complied (Yes / No)	Reasons for deviations (if any)
1	The Selected Agency should be able to provide seamless integration of the proposed solution with the Social Banking platform that the Bank will be implementing in near future.		
2	Ability of the solution to support referral of friends and contacts through invites, email links, etc.		

ANNEXURE-XII

COMPLIANCE STATEMENT

Reg. Selection of Social Media Management Agency

Parameter	Description	Compliance (Yes/ No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexures, corrigendum(s) etc. stipulated by the Bank in this RFP (Any deviation may result in disqualification of bids)	
Scope of Work	We certify that the services offered by us for Social Media management conform to the Scope of Work stipulated by you. (Any deviation may result in disqualification of bids)	

(Signature of the Authorized Person) _____

Full Name of the Authorized Person: _____

Designation: _____

Seal of the Agency and date

ANNEXURE XIII

PRE CONTRACT INTEGRITY PACT

UNDERTAKING FOR PRE-CONTRACT INTEGRITY PACT

The Assistant General Manager,
HO Publicity & Corporate Communication Department,
Punjab & Sind Bank, Corporate Office,
NBCC Towers, Block 3, East Kidwai Nagar
New Delhi-110023

Dear Sir,

INTEGRITY PACT

Subject: Submission of Tender for Selection of Social Media Management Agency in Punjab & Sind Bank, Corporate Office, NBCC Bock 3, Plate-B, East Kidwai Nagar, New Delhi & Head Office, Bank House Building, 21 Rajendra Place, Delhi.

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

(To be submitted on Stamp Paper as per Stamp Duty of state)

PRE CONTRACT INTEGRITY PACT

Between

Punjab & Sind Bank hereinafter referred to as “The Principal”;

And

M/s. _____ hereinafter referred to as “The Bidder/Contractor”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal has appointed Sh. Asha Ram Sihag & Sh. Aditya Prakash Mishra as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principals employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4- Compensation for Damages

- (1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

Section 6- Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director & CEO, Punjab & Sind Bank.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s) / Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)

/ Contractor(s) / Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab & Sind Bank and recuses himself/herself from that case.

- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Punjab & Sind Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD & CEO, Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD&CEO, Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word “**Monitor**” would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged determined by MD&CEO, Punjab & Sind Bank.

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that

may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.

- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
 (Office Seal)

(For & On behalf of Bidder/Contractor)
 (Office Seal)

Place.....

Date.....

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

ANNEXURE XIV

PROFORMA OF PERFORMANCE BANK GUARANTEE FOR CONTRACT

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To,
The Assistant General Manager (PR),
Punjab & Sind Bank, Corporate Office,
HO Publicity & Corporate Communication Department, NBCC Towers,
Block 3, Ground Floor, East Kidwai Nagar,
New Delhi – 110023

WHEREAS _____ (Name and address of service provider) (hereinafter referred to as “the SOCIAL MEDIA MANAGEMENT AGENCY”) has undertaken to provide the services of PR solution as per their Contract date _____ with you (hereinafter referred to as “the CONTRACT”) in response to **Tender No. 04/2024-25 dated 18.11.2024** issued by Punjab & Sind Bank.

AND WHEREAS in terms of the conditions as stipulated in the Contract, the Social Media Management Agency is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the Social Media Management Agency on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the Social Media Management Agency has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the Social Media Management Agency is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE.

THEREFORE WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Social Media Management Agency of any of the terms and conditions contained in the Contract and in the event of the Social Media Management Agency default or defaults in carrying out any of the work or

discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs. _____ (Rupees _____) may be claimed by you on account of breach on the part of the Social Media Management Agency of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the Social Media Management Agency has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the Social Media Management Agency after expiry of the relative guarantee period of the Contract and after the Social Media Management Agency had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a “No Demand Certificate” provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the Social Media Management Agency till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the Social Media Management Agency and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Social Media Management Agency or any other forbearance, act, or omission on your part of or any indulgence by you to the Social Media Management Agency or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the SOCIAL MEDIA MANAGEMENT AGENCY or any other person, firm or company on its behalf or by the winding up,

dissolution, insolvency or death as the case may be of the Social Media Management Agency.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Social Media Management Agency hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the Social Media Management Agency from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the Social Media Management Agency or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Social Media Management Agency.

Notwithstanding anything contained herein

- i. Our liability under this Performance Bank Guarantee shall not exceed Rs. (Rupees _____) only)
- ii. This Performance Bank Guarantee shall be valid upto _____ and;
- iii.

We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at New Delhi on or before____(mention period of the guarantee as found under clause ii. Above plus claim period).

We have the power to issue Performance Bank Guarantee in your favour by statute and the undersigned has full power to execute Performance Bank Guarantee under the Power of Attorney to him by the Bank.

Dated this_____day of _____ 2024.

For and on behalf of _____

BRANCH MANAGER

(SEAL)

ADDRESS

ANNEXURE XV

Non-Disclosure Agreement

(To be executed on a non-judicial Stamp Paper as per Stamp Duty of state)

WHEREAS, we, _____, having Registered Office at _____, (hereinafter referred to as the SOCIAL MEDIA MANAGEMENT AGENCY, which expression shall include its successor and permitted assignees), are agreeable to execute “Selection of Social Media Management Agency” as per scope defined in the Tender No : _____ dated _____ for Punjab & Sind Bank, having its Head office at Bank House, 21 Rajendra Place, New Delhi 110008 and Corporate Office, NBCC Towers, Block 3, Ground Floor, East Kidwai Nagar, New Delhi – 110023 (hereinafter referred to as the BANK) and,

WHEREAS, the Social Media Management Agency understands that the information regarding the Bank’s Infrastructure shared by the BANK in their RFP for Selection of Social Media Management Agency is confidential and/or proprietary to the BANK, and

WHEREAS, the Social Media Management Agency understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the Social Media Management Agency may perform certain jobs/duties on the Bank’s properties and/or have access to certain plans, documents, approvals, data or information of the BANK;

NOW THEREFORE, in consideration of the foregoing, the Social Media Management Agency agrees to all of the following conditions, in order to induce the BANK to grant the Social Media Management Agency specific access to the BANK’s property/information, etc.;

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

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

The Social Media Management Agency shall not, without the BANK’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BANK in connection therewith, to any person(s) other than those employed/engaged by the Social Media Management Agency for the purpose



ANNEXURE XVI

Pre-Bid Query Format

(To be provided strictly in Excel format)

Vendor Name	Sl. No	TENDER Page No	TENDER Clause No.	Existing Clause	Query/Suggestions

LIST OF ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION

[To be marked as enclosure No...]

S.No	Description of the documents to be attached	To be with form A and marked as enclosure
1	Authorization letter (as per format of Annexure-V)	I
2	Bid submission letter (as per format of Annexure-VI)	II
3	Certificate of Registration of Agency/Firm	III
4	Documents related to constitution of Agency (Memorandum /Articles of Association / Partnership Deed etc. as per Annexure 1)	IV
5	Address proof of Delhi Office (latest landline bill/ Electricity bill/ Registration with Shop & establishment Dept./ registered Rent agreement/ lease deed)	V
6	Photocopy of statutory registrations (mentioned at SN. 4 of proposal of Annexure i)	VI
7	Copy of Audited Balance sheet of Agency/firm for last 3 years	VII
8	Auditor's Certificate regarding financials (as per format of Annexure-VII)	VIII
9	Statement of accounts (stated at SN. 8 of Annexure I)	IX
10	Details /description of work sample (mentioned at SN-10 of Annexure I)	X
11	Photocopy of certificates etc. in support of Industry recognition	XI
12	Awards/Accolades won during last 3 years (mentioned at SN. 11 of Annexure I)	XII
13	Declaration by Agency/Firm regarding overdue etc. (as per Annexure – VIII)	XIII
14	Self-certified list of BFSI clients where Agency / Firm is presently engaged as Social Media Management Agency	XIV
15	Self-certified list of BFSI clients acquired by Agency/Firm in the past	XV
16	Self-certified list of Non BFSI clients where Agency / Firm is presently engaged as Social Media Management Agency	XVI
17	Self-certified list of Non BFSI clients acquired by Agency/Firm in the past	XVII
18	Organizational structure chart of the Agency/Firm	XVIII
19	Status regarding litigations Agency/Firm has (as per annexure –IX)	XIX
20	Curriculum Vitae of core staff (as per annexure –II)	XX
21	Photo copy of documents in support of professional qualification of core staff	XXI
22	Format for seeking clarifications on RFP (as per annexure –XVI)	XXII

S.No	Description of the documents to be attached	To be with form A and marked as enclosure
23	Application money [Rs 5,000/- (Rupees Five Thousand Only) plus GST]	XXIII
24	Earnest money deposit (EMD) - Rs 2,00,000/- (Rupees Two Lacs Only)	XXIV
25	Authorization letter from OSD authorizing the bidder to implement their solution on their behalf Annexure X	XXV
26	Compliance to technical specifications Annexure XI	XXVI
27	Document highlighting the logic/algorithm/whitepaper on the tools used for social media listening, analytics, response management etc.	XXVII
28	Compliance Statement as Annexure XII	XXVIII
29	Pre Contract Integrity Pact as Annexure XIII	XXIX
30	Non- Disclosure Agreement as Annexure XV	XXX
Other enclosures attached by the bidder to be marked accordingly		