



## **Request for Proposal For Selection of Agency for Social Media Marketing**

**Ref No: CO: MKTG:22-23: 71**

**Central Bank of India  
Marketing Department, Central Office  
16<sup>th</sup> floor, Chandermukhi  
Nariman Point, Mumbai-400021**

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The information contained in this document is only disclosed for the purpose of enabling you to submit a proposal to the Marketing Department, Central bank of India in accordance with the requirements of this document. This document should therefore not be used for any other purpose under any circumstances.

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## **1. Invitation to RFP**

### **1.1 RFP Notice**

Request for Proposal for the selection of an Agency in the service of the Central Bank of India. The agency shall be responsible for providing all types of services, as mentioned in Tender document & Scope of Work, as a part of this project.

I. Central Bank of India invites Technical and Commercial bids from bidders for providing Social Media marketing services. The bidders, who intend to participate in this bid, are required to follow the below mentioned stages:

1. Bid Submission
2. Opening of Pre-Qualification(eligibility) and Technical Bid
3. Evaluation of Technical bid
4. Presentation
5. Opening of Commercial bid for all qualified bidders who score minimum of 60 points out of 100 points as per stages 3 and 4
6. Evaluation of Commercial Bid
7. Calculation of Total Score using “Quality cum Cost Basis” (QCB) with 70% weightage to Technical Score (TS) and 30% weightage to Commercial Score (FS)
8. The Bidder with the highest Total Score shall be called for negotiations for award of the Contract.

II. Interested companies may download the RFP document from the website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)

III. Central Bank of India reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

IV. This RFP document is not transferable.

V. Minimum technical points to qualify for Commercial bid evaluation is 60 points out of 100 points.

VI. Bid Validity: 120 days

### **1.2 Meaning of terms used in RFP document**

RFP means “Request for Proposal for Selection of Agency for Social Media Marketing.”

Bidder means the “Proprietorship/ Partnership Firm/LLP/Company/ Organization submitting RFP response / Bid offer as per the details mentioned in this document.”

“Bid” means the bidder’s written reply or submission in response to this RFP.

“Bank” means “Central Bank of India”

**1.3 Important Dates**

<b>Sr. No.</b>	<b>Information</b>	<b>Details</b>
1.	Date of floating of Tender (Tender/RFP document will be available on the Bank's website- <a href="https://www.centralbankofindia.co.in/">https://www.centralbankofindia.co.in/</a> under Live Tenders section.)	<b>Date:</b> <u><b>21/11/2022</b></u>
2.	Last date and time for sending pre-bid queries, if any.	<b>Date:</b> <u><b>8/12/2022</b></u> <b>Time:</b> <b>3:00PM</b>
3.	Date of pre-bid meeting	<b>Date:</b> <u><b>9/12/2022</b></u> <b>Time:</b> <b>3:30PM</b>
4.	Last date and time for tender bid submission.	<b>Date:</b> <u><b>12/12/2022</b></u> <b>Time:</b> <b>3:00PM</b>
5.	Opening of Technical Bids	<b>Date:</b> <u><b>12/12/2022</b></u> <b>Time:</b> <b>3:30PM</b>
6.	Presentation by Shortlisted eligible Bidders.	<b>Date:</b> To be announced <b>Time:</b> To be announced
7.	Place for opening of submitted bid documents and presentation by bidder.	<b>Place:</b> Central Bank of India Marketing Department, Central Office, 16th floor, Chandermukhi, Nariman Point, Mumbai- 400021

The dates mentioned above are tentative and the bidder acknowledges that he/she cannot hold the Bank responsible for any revision in these dates. Bidders may choose to be present at the time of opening the bids. Bids would be opened even in the absence of any of the Bidders.

**1.4 Technical /Administrative Queries**

Contact person for queries	<b>Email:</b> <b>agmmarketing@centralbank.co.in</b>	Mr. K. S. Waldia Asst. General Manager Ph. No: - 022-66387834 <b>E-mail:</b> <b>agmmarketing@centralbank.co.in</b>
Address for communication	Asst. General Manager Marketing Department Central Bank of India, Central Office 16th floor, Chandermukhi Nariman Point, Mumbai-400021 Ph:022-66387834	

## 2. Instructions to bidders

### 2.1 Pre-qualification/ Eligibility Criteria

Bidders must conform to the eligibility criteria given below:

Sr. No.	Eligibility Criteria	Supporting Document Required
1	The Bidder must be a Proprietorship/ Partnership Firm/LLP/Company/ Organization registered under applicable act in India.	Copy of the Partnership deed/Bye Law/Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and address of the registered office.
2	The Agency should have a minimum experience of at least <b>5 years (For Startups, the minimum experience of at least 3 years)</b> in Social Media marketing for Government bodies/PSUs and/or Reputed Private Companies preferably in the BFSI sector.	Proofs like work orders / Invoices/ Certificate of completion of the work from the client that mentions the name of government body or private company to which Social Media Marketing services are rendered.
3	The bidder's minimum Gross Annual Turnover for <b>F.Y. 2019-20, 2020-21, 2021-22</b> as per audited balance sheet should be at least <b>Rs. 5 crores</b> in each of the last 3 F.Y. years. <b>(For Start-ups, the minimum turnover should be Rs. 2 crores in the each of the last three F.Y i.e., F.Y. 2019-20, 2020-21, 2021-22.</b>	Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
4	The bidder should have generated a turnover of at least <b>Rs 30 lakhs from Social Media Marketing</b> services over the <b>last 2 years i.e., F.Y. 2020-21 and 2021-22.</b> For Start-ups, the generated Turnover should be at least 10 Lakhs.	Details of invoices/Certificate of completion of the work from the client, to be provided.
5	The bidder should have customizable technology enabled analytics tool for social media pages/portals. The tool should be able to generate the reports/data as mentioned in the Scope of work. The bidder should have the capability of providing web based online access of Social Media Listening/Management dashboard to bank. This access should be possible without any requirement for additional software/hardware deployment/ installation in the Bank's servers.	Vendors need to demonstrate the capability of the tools.
6	The bidder should have in-house capability of content creation (i.e., artworks, designs which are required for posting at Social Media.)	Information about artwork creation tools & person engaged for artwork creation.

7	The bidder should have a full-fledged office in Mumbai to perform the work assigned by bank.	Proof of office address to be submitted in the form of electricity bill, Landline bill or any other document stating the registered address.
8	The bidder should be able to commence these services within 7 calendar days from the date work order.	
9	The Agency should currently be a META/ Twitter partner in India. Agency should have at least 5 resources who are Digital Marketing certified from META/Twitter Any other recognized certification.	Proof of the same to be submitted.
10	The bidder should not be blacklisted entity as on the date of submission of RFP by any Govt. / Regulatory bodies in India / globally including entities such as Commercial Institutions / Banks / PSUs.	A self-declaration by the Bidder on Business letter head (Form 7).
11	The Bidder's Organization should not be owned or controlled by any Director or Employee (or Relatives) of Central Bank of India, both present and those who have retired in the last one year.	A self-declaration by the Bidder on Business letter head (Form 7).
12	Bidder is required to submit EMD of Rs 200,000/- (Two Lakh only).	Demand Draft issued by any Nationalized Bank in India, drawn in favor of Central Bank of India payable at Mumbai.
13	Bidder is required to pay Tender Fee of Rs. 5000/- (five thousand only).	Demand Draft issued by any Nationalized Bank in India, drawn in favor of Central Bank of India payable at Mumbai.

**Note:**

- I. Bidders should submit the supporting documents mentioned in the table above.
- II. Bids of bidders not confirming to the eligibility criteria listed above will be summarily rejected. Submission of forged documents will also result in summary rejection of the bid.
- III. Bidder should submit this complete physical tender document duly signed & stamped at all pages, failing this, the tender will be rejected.
- IV. Bidders should notify the Bank, in case if they are of the view of any error, fault, omission or discrepancy found in this RFP document. However, such notification must not be construed as having agreed to commitment by the Bank to carry out the changes / modifications.



- V. The Recipient will, by responding to this RFP document of the Bank, be deemed to have thoroughly read the whole RFP document and unconditionally accepted the terms and conditions as stated.

## 2.2 Requests for information/query

1) Recipients are required to direct all communications for any clarification related to this RFP, to the Bank official as mentioned under clause **Administrative / Technical Queries**.

2) All queries relating to the RFP, technical or otherwise, must be either in writing or by e- mail only and will be entertained by the Bank only in respect of the queries received up to the date & time specified in the time limits given in the clause **Important Dates**. Queries so raised should be in the format as given hereunder. The subject in the email should be mentioned as “SELECTION OF AGENCY FOR SOCIAL MEDIA MARKETING – QUERY.”

SR. No.	Section No. in RFP	Page No. In RFP	Particulars as mentioned in RFP	Query
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### 2.3 Cost of Tender Document

1. Tender Fee of Rs. 5000/- (Rupees Five Thousand only) in the form of DD in favor of “Central Bank of India” payable at Mumbai.
2. Proposals not accompanied by Tender Fees shall be rejected as non-responsive.
3. The Tender fees shall not be refunded to the participating bidders.

### 2.4 Earnest Money Deposit (EMD)

1. Earnest Money Deposit Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of DD in favor of “Central Bank of India” payable at Mumbai.
2. Proposals not accompanied by EMD shall be rejected as non-responsive.
3. Unsuccessful bidder’s EMD will be discharged / refunded after selection of successful bidder.
4. The Earnest Money Deposit shall be forfeited:
  - a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
  - b. Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance bank guarantee then the contract will be made with the next successful bidder, difference between the bids will be charged from the bidder that won the bid originally.
5. Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro & Small Enterprises (MSE) and they are exempted from giving EMD may give Bid Security declaration (**Form: 12**) in place of EMD. The bidder who are MSE has to submit necessary document issued by competent authority and the bidder who are start-ups recognized by Department of Industrial Policy & Promotion (DIPP) / National Small Industries Corporation (NSIC) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by competent authority which is valid on last date of submission of the tender documents. MSE/start-ups firms which are in the process of obtaining the registration certificate from competent authority will not be considered for EMD and Tender cost exemption.
6. No interest shall be payable on the EMD.
7. Tender fee and EMD Demand Drafts must be issued by SBI/Nationalized Bank in India, drawn in favor of “Central Bank of India” payable at Mumbai.

**2.5 Amendment to RFP**

The Bank reserves the right to modify any terms, conditions, or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of amendments/corrigendum will be made available on the Bank's website ([www.centralbankofindia.co.in](http://www.centralbankofindia.co.in)), Govt. Tender Site and will be binding on all bidders and no separate communication will be issued. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of bids. No post bid clarification of the bidder shall be entertained.

**2.6 Validity of proposal**

Proposals shall remain valid for a period of 120 days (One hundred and twenty days) after the date of Proposal opening prescribed in the RFP. A Proposal valid for shorter period may be rejected as non-responsive.

**2.7 Right to Accept / Reject proposal**

Bank reserves the right to accept or reject any proposal, and to annul the proposal process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

**2.8 Preparation of Proposal**

1. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid. Give Page numbers to all pages of the proposal.
2. The Proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal.
3. In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
4. The information submitted must be definitive and specific. Vague terms, incomplete information, counteroffers, and 'uncalled for' correspondence shall not be entertained.
5. Alteration / Rewording / Deletion / Correction of any part in the Tender Document is not permitted. If found in any bid proposal, the bid may be liable to be rejected without prior intimation to the bidder.
6. Bidder is required to submit the complete proposal along with required forms etc. The proposal shall be exactly according to the presented formats given in the Tender documents. All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable.

7. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.
8. Committee would ask Bidder(s) for detailed presentations. All such shall be at the cost of bidder.
9. The bidder is expected to carefully examine all instructions, forms, terms, and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.
10. In case of discrepancy in words and figures, the price quoted in words will be taken as final. The bidder must submit the DD of Rs. 5000/- (Rs. five thousand) towards tender fee (Non-Refundable) and Rs.2,00,000/- (Rs. Two lakh) towards EMD amount in sealed cover.

The RFP response documents should be submitted in paper copies in 4 (four) sealed Envelopes in the following manner: -

**Envelope 1:** Containing Technical Bid documents superscribed as “**TECHNICAL BID FOR SELECTION OF AGENCY FOR SOCIAL MEDIA MARKETING**”

**Envelope 2:** Containing the Commercial Bid documents superscribed as “**COMMERCIAL BID FOR SELECTION OF AGENCY FOR SOCIAL MEDIA MARKETING**”

**Envelope 3:** The Bid/Tender fee amount of Rs. 5,000/- (Rupees Five Thousand only) and Bid Earnest Money Deposit amount for Rs.2,00,000/- (Rupees Two Lakhs only) in the form of two separate Demand Drafts should be put in this envelope superscribed as “**DEMAND DRAFTS TOWARDS TENDER FEE AND BID EARNEST MONEY DEPOSIT FOR SELECTION OF AGENCY FOR SOCIAL MEDIA MARKETING**”.

Both these DD must be in favor of “Central Bank of India,” payable at Mumbai with a validity of 3 months.

**Envelope 4:** This envelope should be superscribed as “**SELECTION OF AGENCY FOR SOCIAL MEDIA MARKETING**”. This should contain all other envelopes i.e. Envelope 1, Envelope 2, and Envelope 3.

The e-mail address and phone numbers of the Bidder should also be written on all these sealed envelopes. Submission by Fax transmission or e-mail is not allowed and will be considered invalid. The Bank will not be responsible for delay in postal / courier delivery.

The envelopes should be addressed to:  
**Asst. General Manager**  
**Marketing Department**  
**Central Bank of India, Central Office**  
**16th floor, Chandermukhi**  
**Nariman Point, Mumbai-400021**  
**Ph: 022-66387834**

## 2.9 Content of Bids

### 1) Technical Bid

While sending the Technical Bid, following items should be accompanied with the technical bid.

Information called for in the technical bid form along with any other supporting documents mentioned in the table in Section 2.1 of this tender document. (**Envelope 1:**)

### 2) Commercial Bid

I. The final Commercial bid should be in amount in Rupees. Specific mention should be made of the taxes applicable along with the taxation rates. Any upward/downward change in taxes, duties, and levies after award of contract, will be reimbursed by the Bank or shall be recovered from the agency, as the case may be. (**Envelope 2:**)

### 3) Tender Fee/EMD

Tender fee of Rs. 5000/- (Rupees five thousand only) in the form of Demand Draft only and drawn in favor of 'Central Bank of India' payable at Mumbai. Earnest Money Deposit (EMD) through a Demand Draft of Rs. 2,00,000/- (Rupees Two Lakh Only) in the favor of 'Central Bank of India' payable at Mumbai. The EMD DD should remain valid for a period of three months from the tender opening date. (**Envelope 3:**)

## 2.10 Submission, Receipt & Opening of proposal

- a) The agencies shall have to download the Bid Document Form from the website <https://www.centralbankofindia.co.in>
- b) The agencies shall have to submit the Tender Document in separate sealed envelopes for Technical Bid/Commercial Bid/Demand Drafts by 12/12/2022, 3.00 PM.
- c) Bids received after the due date and time, or without necessary documents, will be rejected.
- d) Technical Bid will be opened on 12/12/2022, 3.30 PM in the mentioned office at Mumbai. Bidders/Agencies may send one person on their behalf to be present when the Bids are being opened. (Representative of the Bidder/Agency should carry an authorization letter as given in the Form 8 of this tender document).
- e) Bids will be evaluated, as per the evaluation criteria and detailed procedure formulated by the Bank.
- f) The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the Commercial bid, failure to do so shall make the bid liable to be rejected.

## 2.11 Methodology & Criteria for Bid evaluation

### [A] Evaluation process

- a. Scrutiny of the tender document will be done by a Tender Committee to determine whether the documents have been properly signed, Tender Fee paid, Earnest Money Deposit (EMD) paid, and all relevant papers submitted. Tenders not conforming to such requirements will be prima facie rejected.
- b. For evaluation, a weighted composite success score will be calculated based on separate evaluations of the Technical Bid (70% weightage) and the Commercial Bid (30% weightage). The High-Level Tender Committee will oversee the evaluation process.
- c. The Committee would thoroughly check the Tender Fee/EMD Demand drafts, technical bid form and supported documents. The bidders who meet the technical eligibility criteria should be ready to give a brief presentation (duration of approximately 30 minutes including Q&A).
- d. The High-Level Committee would evaluate the quality of Bidders on the criteria formulated by it. Points will be given based on proposals submitted and the presentation given by the bidders.
- e. Only the parties scoring minimum 60 points out of 100 in the technical bid round will qualify for the commercial bids.
- f. For evaluation of the commercial bid, the lowest bidder will be given maximum score. The score of other bidders will be proportionately scaled down as explained under clause **Commercial Bid Evaluation**.
- g. The composite final score will be calculated by summing the technical and Commercial scores.
- h. In case of a tie between bidders after combining the technical and Commercial score, the bidder with higher technical score would be selected.
- i. Bank does not bind itself to accept the lowest or any tender and has the right to refuse any tender without assigning any reason or select any Bidder that is in the final evaluation list.
- j. The Bidder shall bear all costs associated with the preparation and submission of the Tender and Bank will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- k. The Bank if desires, may also visit or call the client references mentioned by the bidder for verification.

**[B] Details of Technical Scoring**

<b>Sr. No.</b>	<b>Criteria</b>	<b>Max Points</b>	<b>Point system</b>	<b>Scored Points</b>
<b>A</b>				
1	Experience of Agency			
	Years of Experience in Social Media Marketing services in India.	15	For each completed year – 1 point	
2	Clients served			
	Social Media Marketing services provided to number of clients (Government bodies or PSU or reputed private companies/firms)	20	1 client – 2 points 2 clients – 4 points 3 clients – 6 points 4 clients – 8 points 5 clients – 10 points 6 clients – 12 points 7 clients – 14 points 8 clients – 16 points 9 clients – 18 points >=10 clients – 20 points	
3	ORM (Social Listening Tool) Dashboard Tool			
	Years of experience in design & development of ORM dashboard tool (social media management dashboard)	10	For each completed year – 1 point	

4	Artwork Creation			
	Years of experience in digital and social media content (artworks /Multimedia) creation	10	For each completed year – 1 point	
	<b>Sub Total</b>	<b>55</b>		
<b>B</b>				
5	Presentation of a roadmap on the mentioned scope of work, including ORM dashboard/ analytics, response system, effective artwork/ content creation capabilities for achieving Social Media Marketing objectives of Bank.	<b>45</b>		
	<b>Total (A+B)</b>	<b>100</b>		

Technical Evaluation will be assigned technical points out of maximum of 100 points. Bidders with Technical points of 60 and above, out of 100 will qualify for the evaluation in the commercial process.

#### **Scores Normalization process:**

The Highest evaluated Technical Proposal (Tmax) will be given the maximum technical score T(n) of 70 points.

The Normalized technical scores (Tn) of the other Technical Proposals will be computed as per formula given below:

$$T_n = (T_b/T_{max}) \times 70$$

Where Tn = normalized technical score for the bidder under consideration

Tb = absolute technical score for the bidder under consideration

Tmax = maximum absolute technical score obtained by any bidder



**Commercial Bid Evaluation:**

The Commercial bid of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened. The Commercial bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The lowest quoted Commercial Proposal (Cmin) will be given the maximum Commercial score

C(n) of 30 points.

The Normalized commercial scores (Cn) of the other Commercial Proposals will be computed as per formula given below:

$$C_n = (C_{min} / C_b) \times 30$$

Where, Cn = normalized finance score for the bidder under consideration

Cb = absolute Commercial score for the bidder under consideration

Cmin = minimum absolute Commercial score obtained by any bidder

The Bidder with highest (Tn+Cn) score will be qualified bidder (successful bidder)

**Make in India Preference:**

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and revised order issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy, and Promotion letter No. P-45021/2/2017(BE-II) dated 04.06.2020 will be applicable for this RFP and allotment will be done in terms of said Order.

**2.12 Process Confidentiality**

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of Bank, no party, shall, at any time communicate to any person or entity any confidential information acquired during the Contract.

**2.13 Cost of Bidding**

All costs related to bidding shall be borne entirely by the bidder. Under no circumstances any queries / request for compensation in cases of rejection / disqualification etc. will be entertained by Bank.

**2.14 Disqualification**

Bank may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

1. Submitted the Proposal documents after the response deadline.

2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or Commercial failures, etc.
4. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
5. Failed to provide clarifications related thereto, when sought.
6. Declared ineligible by the Bank, or any of the PSU, for corrupt and fraudulent practices or has been blacklisted.
7. Submitted a proposal with price adjustment / variation provision.

## **2.16 CORRUPT AND FRAUDULENT PRACTICES**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "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
- b. "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. \*----

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

### 3. Scope of Work

#### 3.1 Project Background

Central Bank of India is using Social Media Marketing with the objective of reaching out to customers present in Social Media. Bank wants to broaden its follower base which will help in brand building and promotion. The Bank wants to promote products, services, events, and campaigns through social media which will be in line with the Bank's overall marketing plan. The aim of Central Bank of India's social media sites would be:

- Promote the Central Bank of India's Mission
- Reach a wider, more diverse audience
- Popularize bank's products & services
- Educate, inform, and entertain
- Analyze Customer insights for improvement
- Promote events and exhibitions
- Understand the customers and their needs through Social Listening tool.

The Bank intends to use Twitter, Facebook, Instagram, LinkedIn & YouTube as the primary media for promotion.

The Social Media Marketing strategy has to be based on Banks's marketing plan and technology enabled analytics.

#### 3.2 Project Objectives

1. For Central Bank of India, content creation and community management on Social Media (Twitter, Facebook, Instagram, LinkedIn & YouTube):

- Continuously monitor fraud /cloned 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 Marketing Department of the Bank.
- The vendor must design (including artwork creation), setup, implement, manage, monitor, and report the periodical campaigns for adding new followers, brand visibility & awareness, marketing of bank's product & services and business leads generation without any extra cost to the bank as and when required by bank. Charges payable to third party social network, marketing platform for example Facebook, Google etc. for such impression based/click based campaigns will be reimbursed by the bank, based on actual invoice generated at third party platform/dashboard.
- Leverage Technology to improve bank's marketing efforts using social media

- Competitive bench marking: Continuous research and analytics of Social Media activity of leading banks (including Central Bank of India) in the country to help improve the effectiveness of the campaigns. Competitive Analysis – Provide a comparative analysis for the competitors as defined by Central Bank of India.
  - Hindi translation of the posts at no extra cost to the Bank.
  - Provision of 24/7 availability of the resource for Social Listening/ORM process including on Bank holidays and other public holidays.
  - Daily monitoring of viral posts and messages through Social Listening tool.
  - For the Social Listening tool/ORM Five logins for the Maker and Two Logins for the Checker for authorization.
  - Chatbots for automated replies.
  - Daily/Weekly/Monthly/Quarterly MIS reports in format as desired by the Bank.
  - Increasing the followers of the Social Media pages of the Bank.
  - An exclusive and dedicated resource of Creative team, Copy-writing team, Account Manager for Central Bank of India.
  - There would be no limit on number of creative/artworks/posts on a single day and videos to be created by the agency.
  - Management dashboard for getting statistics, responding social media comments for the Bank.
  - Verification of Official page handles at no extra cost to the Bank.
  - Addition of Social Media platforms if required by the Bank to be borne by the agency.
2. The agency selected should also be ready to organize a 1-2-day workshop in Mumbai for the social media team of bank to explain/demo the offered solution. The objective of the workshop should be to share best practices in online community management and how to effectively use Social Media to achieve project objectives.
3. All artworks/designs/creatives developed by the agency for Social Media Marketing/Digital Marketing as per the Bank's requirement will be owned by the Bank and the agency shall submit these artworks/ designs/ creatives along with open/ raw files to bank whenever required by bank. The agency will not use these artworks/designs/creatives for any other purpose without written approval from the Bank.

**Supervision:**

All Social media advertisements/artworks/response published during the entire duration of the project will be done so after prior approval of the Bank. Using Social media platform capabilities, solution provider should do random checks to ensure that the profiles which are joining the official pages belong to and represent real people. Strict action will be taken against the agency and penalty would be imposed upon it if found using fraudulent methods to boost fans/followers.

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**3.3 Time Duration of Project:**

Three years from the date of issuance of purchase order issued by bank and accepted by selected agency.

**Renewal of Project:** After expiry of three years, the project may be renewed on similar terms based on the mutual agreement of parties for further two years. In case of project renewal, order value will not exceed the current order awarded.

**3.4 Channels of communication:**

- All communication from the Agency to the Bank shall be made to the Marketing Dept. The Marketing Dept., at all stages, be the first point of contact.
- All communication that may require references or proof of occurrence of communication shall be made to the Bank via electronic mail/post.
- Communication from the Bank to the Agency can be made telephonically, verbally, through post or electronic mail.
- The point of contact on behalf of the Bank for the Agency or anyone representing the Agency shall be the Asst. General Manager, Marketing Dept.

**4. Payment and Penalty terms**

- Quarterly payment will be made at the end of each quarter on submission of invoice along with the report of work carried out during the quarter subject to acceptance of the report by Bank.
- GST, Taxes, and levies as applicable will be levied separately and the Bank shall pay the same. However, the payment to the selected bidder 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.
- Penalty Clause: If subject to circumstances beyond control (Force majeure) the bidder fails to deliver the services in accordance with the conditions mentioned in the work order, the Bank should, at his option, be entitled either:
  - To recover from bidder, as liquidated damages or late delivery, penalty of 1% of contract value will be levied for every week of delay, to a maximum of 10%.
  - If the penalty exceeds 10%, Bank reserves the right to cancel the entire order and may initiate additional appropriate steps.

**5. Service level agreement and Non-Disclosure Agreement**

The selected vendor shall execute (a) service level agreement, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non- Disclosure Agreement (NDA). The selected vendor shall execute the agreements within two months from the date of acceptance of letter of appointment or as intimated by the Bank. The all the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the selected vendor/bidder.

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**5.1 Reporting**

The Agency is expected to provide the Bank periodical reports monthly or other frequency as per bank's requirement during the entire duration of the project. This should include comprehensive and complete data regarding the new followers that have joined and the means through which they have joined the Central Bank of India Social Media pages.

**5.2 Resolution of Complaints**

Any complaints notified by the Bank to the Agency shall have to be replied to in writing along with the suggested course of action to be taken in order to resolve the complaint by the Agency within 3 days of the complaint being notified. The suggested course of action by the Agency shall then be reviewed by the Bank and the final modifications (if any) shall have to be implemented in a manner and time frame suggested by the Bank.

**5.3 Data Confidentiality**

The Agency shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will the Agency divulge/reveal/share such data for the purpose other than for meeting the Bank's requirements. Any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of the Agency's services from the Bank. The decision of the client shall be final in this regard and binding on the Agency.

**6. General Terms and Conditions****6.1 Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the Mumbai courts under whose exclusive jurisdiction the Central Office of the Bank falls.

**6.2 Use of Contract Documents and Information**

- The Agency shall not, without the Bank's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the Agency in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of delivering such performance.
- The Agency shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
- Any document, other than the Contract itself, shall remain the property of Bank and shall be returned (in all copies) to the Bank on completion or terminations of the Contract if so required by the Bank.

**6.3 Governing Language**

The Contract shall be written in English Language. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

**6.4 Sub-Contracts**

No Sub Contracting shall be allowed for this project

**6.5 Consortiums**

No Consortiums shall be allowed for this project.

**6.6 Assignments**

The Agency shall not assign the project to any other Agency, in whole or in part, to perform its obligation under the Contract, without the Bank's prior written consent.

**6.7 Change Orders**

The Bank may at any time, by written order given to the Agency, make changes within the general scope of the Contract in the Services to be provided by the Agency.

- The Agency should be ready to accommodate additional services at later stages.
- If any such change causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this clause must be asserted within thirty (30) days from the date of the Agency's receipt of the Bank's change order.

**6.8 Suspension**

The Bank may, in written notice to the Agency, suspend all payments to it hereunder if the Agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension,

1. Shall specify the nature of failure.
2. Shall request the Agency for a remedy of such failure within a period not exceeding seven (7) days after the receipt of such notice of failure by the Agency.

**6.9 Termination**

Under this Contract, the Bank may, by 30 days prior written notice to terminate the services of the Agency in the following ways:

- Termination due to default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to any time schedule that may be mentioned by the Bank.
- The Bank by written notice sent to the Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.
- The Bank may at any time terminate the Contract by giving a 30-day prior written notice to the Agency if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.



- The Bank may immediately terminate the contract in the event of the agency gets Blacklisted by any Govt/ Vigilance Commission. In this event, termination will be without compensation to the Agency.

In all cases, termination shall be executed by giving a 30-Day prior written notice to the Agency. Upon termination of the contract, payment shall be made to the Agency for services satisfactorily performed prior to the effective date of termination.

No consequential damages shall be payable to the Agency in the event of such termination.

- Also, in case of abrupt termination due to any lapses in the service level being rendered by the Agency, taking into consideration of the sensitivity of the Social Media Platforms. Bank may appoint L2 as the functioning agency for the remaining period of the Contract.

#### **6.10 Conflict Of Interest**

The Bidder claims and represents that it has obtained appropriate rights to provide/use the Deliverables

1. Bank requires that bidder provide professional, objective, and impartial advice and always hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.
2. Bidders have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

#### **6.11 Force Majeure**

Notwithstanding anything contained in the terms of reference, the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the Bank regarding Force Majeure shall be final and binding on the Agency.

If a Force Majeure situation arises, the Agency shall promptly notify the Bank in writing, of such conditions and the cause thereof. Unless otherwise directed by the Bank in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



**6.12 Resolution of Disputes**

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

**6.12.1 Amicable Settlement**

The performance of the Contract is governed by the terms and the conditions of the Contract. However, at times dispute may arise over the interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 6.11.2 for resolution of disputes shall become applicable.

**6.12.2 Resolution of Disputes**

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.

In case Parties fail to reach any consensus for the appointment of the sole arbitrator within 30 days from the date of request by either party for the appointment of sole arbitrator, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. Seat of Arbitration will be at Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

**6.13 Taxes and Duties**

The Agency shall fully familiarize itself with the applicable Domestic taxes (such as GST, duties, fees, levies, etc.) on the amount payable by the Bank under the contract. The Agency and its personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

**6.14 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Mumbai only.

**6.15 Binding Clause**

All decisions taken by the Bank regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

**6.16 Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to a party at the address mentioned in the project specific Contract Agreement.

**6.17 Audit/Inspection of Records**

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination.

**6.18 Indemnity**

The selected Bidder shall indemnify Bank and its employees and keep indemnified for any loss or damage, cost, or consequences that Bank may sustain, suffer, or incur on account of violation of patent, trademarks, etc. by the selected Bidder. In case of any legal action by any 3<sup>rd</sup> party on account of violation of trademark, patent etc. by the bidder, the bidder will indemnify Bank to the extent of actual damage suffered by the Bank. The selected Bidder shall always remain liable to the Bank for any Losses suffered by the Bank due to any technical error negligence or fault on the part of the selected Bidder, and the selected Bidder also shall indemnify the Bank for the same.

**6.19 Central Bank of India Reserves the Right to:**

- Reject all responses received in response to the RFP
- Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
- Extend the time for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/RFP at any stage, without assigning any reason whatsoever.
- Change the time schedule of the RFP for inviting the bids or evaluation thereof
- Modify the quantity or any specifications related to eligibility or technicalities.
- 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 the offers. Bank has full rights to reissue the RFP / 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.

### **6.20 Covenants to the Bidder**

It is duly incorporated, validly existing and in good standing under as per the laws. It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions of this assignment by Selected Vendor and the performance of its obligations under this project are duly authorized and approved by all necessary action and no other action on the part of Selected Vendor is necessary to authorize the execution, delivery and performance under an Agreement. The Selected vendor shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Selected vendor shall not substitute the key staff identified for the services mentioned in this Agreement. The Selected vendor shall forthwith withdraw from deployment or bar any of its employee/s from providing the services if, in the opinion of Bank:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by Bank; or
- (ii) The engagement or provision of the services by any employee is prejudicial to the interests of Bank.
  - Shall be responsible for all negotiations with personnel relating to salaries and benefits and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
  - Shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
  - Shall always use all reasonable efforts to maintain discipline and good order amongst its personnel who are working in the premises of bank.
  - shall not exercise any lien on any of the assets, documents, instruments, or material belonging to Central Bank of India and in the custody of the Selected vendor for any amount due or claimed to be due by the Selected vendor from Central Bank of India.
  - Shall regularly provide updates to Central Bank of India with respect to the provision of the services and shall meet with the personnel designated by Central Bank of India to discuss and review its performance at such intervals as may be agreed between the Parties.
  - shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

- 
- Shall not violate any proprietary and intellectual property rights of Central Bank of India or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright, and any other proprietary rights in course of providing services hereunder. Shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as specified by bank from time to time.
  - Shall not work in a manner which, in the reasonable opinion of Bank, may be detrimental to the interests of Central Bank of India and which may adversely affect the role, duties, functions and obligations of the Selected vendor as contemplated by this Agreement.

## 7. Forms

### Form 1:

#### **Tender Offer Covering Letter**

(Letter to the Bank on the Company's / Firm's/Agency's Letter Head)

To

**Date:** \_\_\_\_\_

**Asst. General Manager  
Marketing Department, Central Bank of India  
Central Office, 16th floor, Chandermukhi  
Nariman Point, Mumbai-400021  
Ph:022-66387834**

Dear Sir,

Reg: Bank's RFP for Selection of Agency for Social Media Marketing  
RFP Ref: **CO: MKTG:22-23:71** dated \_\_\_\_\_2022

Having examined the tender documents, the receipt of which is hereby duly acknowledged, we, offer to impart services for Social Media Marketing as mentioned in scope of work in conformity with the said tender documents, in accordance with the Commercial bid, which is made part of this tender.

If our tender offer is accepted, we undertake to commence the assigned work within period mentioned under clause Eligibility Criteria and we will obtain the guarantee of a Bank (SBI/Nationalized Bank other than Central Bank of India) as mentioned in bid document for the due performance of the contract.

We agree to abide by this tender offer till 120 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period. Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's Notification of Award, shall constitute a binding contract between us.

We confirm that we have not been disqualified/blacklisted by any Bank / Commercial Institution from undertaking any/or all the above activities.

We agree to abide by the Proposal and the rates quoted therein for the orders awarded by the Bank.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that Bank is not bound to accept the lowest or any Proposal Bank may receive.

Dated this ..... day of ..... 2022

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

(In the Capacity of:) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of

\_\_\_\_\_

Name:

Designation:

Seal of the Firm/Company/Agency:

**Form 2:****Eligibility Criteria**

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Eligibility (Yes/ No)</b>	<b>Supporting Document Required</b>
1	The Bidder must be a Proprietorship/ Partnership Firm/LLP/Company/ Organization registered under applicable act in India.		Copy of the Partnership deed/Bye Law/Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and address of the registered office.
2	The Agency should have a minimum experience of at least <b>5 years (For Startups, the minimum experience of at least 3 years)</b> in Social Media marketing for Government bodies/PSUs and/or Reputed Private Companies preferably in the BFSI sector.		Proofs like work orders / Invoices/ Certificate of completion of the work from the client that mentions the name of government body or private company to which Social Media Marketing services are rendered.
3	The bidder's minimum Gross Annual Turnover for <b>F.Y. 2019-20, 2020-21, 2021-22</b> as per audited balance sheet should be at least <b>Rs. 5 crores</b> in each of the last 3 F.Y. years. <b>(For Start-ups, the minimum turnover should be Rs. 2 crores in the each of the last three F.Y i.e., F.Y. 2019-20, 2020-21, 2021-22.</b>		Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for preceding three years.
4	The bidder should have generated a turnover of at least <b>Rs 30 lakhs from Social Media Marketing</b> services over the <b>last 2 years i.e., F.Y. 2020-21 and 2021-22</b> . For Start-ups, the generated Turnover should be at least 10 Lakhs.		Details of invoices/Certificate of completion of the work from the client, to be provided.
5	The bidder should have customizable technology enabled analytics tool for social media pages/portals. The tool should be able to generate the reports/data as mentioned in the Scope of work. The bidder should have the capability of providing web based online access of Social Media Listening/Management dashboard to bank. This access should be possible without any requirement for additional software/hardware deployment/ installation in the Bank's servers.		Vendors need to demonstrate the capability of the tools.

6	The bidder should have in-house capability of content creation (i.e., artworks, designs which are required for posting at Social Media.)		Information about artwork creation tools & person engaged for artwork creation.
7	The bidder should have a full-fledged office in Mumbai to perform the work assigned by bank.		Proof of office address to be submitted in the form of electricity bill, Landline bill or any other document stating the registered
8	The bidder should be able to commence these services within 7 calendar days from the date work order.		A Self Declaration by the bidder Company's letter head.
9	The Agency should currently be a META/ Twitter partner in India. Agency should have at least 5 resources who are Digital Marketing certified from META/Twitter Any other recognized certification.		Proof of the same to be submitted.
10	The bidder should not be blacklisted entity as on the date of submission of RFP by any Govt. / Regulatory bodies in India / globally including entities such as Commercial Institutions / Banks / PSUs.		A self-declaration by the Bidder on Business letter head (Form 7).
11	The Bidder's Organization should not be owned or controlled by any Director or Employee (or Relatives) of Central Bank of India, both present and those who have retired in the last one year.		A self-declaration by the Bidder on Business letter head (Form 7).
12	Bidder is required to submit EMD of Rs 200,000/- (Two Lakh only).		Demand Draft issued by any Nationalized Bank in India, drawn in favor of Central Bank of India payable at Mumbai.
13	Bidder is required to pay Tender Fee of Rs. 5000 (five thousand only).		Demand Draft issued by any Nationalized Bank in India, drawn in favor of Central Bank of India payable at Mumbai.



**Please Note:**

1. Only those Bidders who fulfill all the eligibility criteria as mentioned above are only eligible to participate in the RFP. The Bidders should submit their responses along-with documentary evidence as required for the above eligibility criteria. Proposals of those Bidders, who do not fulfill eligibility criteria in full, will be rejected.
2. Bidders found fulfilling the laid-out eligibility criteria will only be considered for the next stage of the RFP. The Bank's decision on 'Eligibility Criteria' is final

Signature:

Name:

Designation:

Date:

Seal of the Firm/Company/Agency:

**Form 3:****Commercial Bid**

To

Date: \_\_\_\_\_

**Asst. General Manager  
Marketing Department, Central Bank of India  
Central Office, 16th floor, Chandermukhi  
Nariman Point, Mumbai-400021  
Ph:022-66387834**

Dear Sir,

Reg: Bank's RFP for Selection of Agency for Social Media Marketing  
RFP Ref: **CO: MKTG:22-23:71** dated \_\_\_\_\_ 2022.

We give below our charges for the services to be rendered by us as per the scope of work given in the RFP.

Items	Bid in Rupees (Plus Applicable Taxes)
Complete Charges for the services to be provided by the selected agency (as mentioned in the Scope of work) for the period of one year.	In figures: Rs. _____
	In Words: Rs _____ _____ _____

**Note: -**

Applicable taxes (TDS) would be deducted at source, if any, as per prevailing rates.  
We declare that all the terms & conditions as per the RFP are agreeable to us.

Authorized Signatory

Name:  
Designation:  
Name of the firm/company/agency:  
Address:  
Place:

Business Seal

**Form 4:****Date:** \_\_\_\_\_**Bidder's Profile**

Sr. No.	Information Sought	Details
1.	Business Name	
2.	Specify constitution. Is your agency a Proprietorship / Partnership/LLP or registered under the Companies Act. Please give details & enclose Certificate.	
3.	Business Address	
4.	Business Email address	
5.	Business Contact numbers	
6.	GST Registration Details: (Enclose registration certificate)	
7.	Details of Income Tax Registration: (Enclose PAN/TAN copy)	
8.	Name of authorized person	
9.	Designation of authorized person	
10.	Contact number/s of authorized person	
11.	Date of Business Establishment (Should be in existence for last five years ended on 31.03.2022)	
12.	Total work experience (In years)	
13.	Gross Annual Turnover for last three years ended on 31.03.2022. (Enclose balance Sheet or CA's Certificate)	<div>Year (In Rs.)</div> <div>Turn Over</div> <div>1) 2019-20 _____</div> <div>2) 2020-21 _____</div> <div>3) 2021-22 _____</div>
14.	List of present clients to whom Social Media Marketing services provided with year and amount: (enclose details)	

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15.	List of government bodies the agency worked/working with, and the type of services provided: (Enclose details)	
-----	--	--

This is to certify that I have read and understood the RFP Terms & Conditions and all the supporting documents have been enclosed, and the information given by me is true to the best of my knowledge.

Bidder Signature:

Name:

Designation:

Date:

Seal of the Firm/Company/Agency:

Note: Use separate sheet wherever required.

**Form 5: Details for Technical Scoring**

Note: The bidder shall fill the table given under

**Date:** \_\_\_\_\_

<b>Sr. No.</b>	<b>Criteria</b>	<b>Max. Points</b>	<b>Fill the numbers as applicable, in columns given below</b>
1	<b>Experience of Agency</b>		
	Years of Experience in Social Media Marketing services in India.	15	No. of years _____
2	<b>Clients served</b>		
	Social Media Marketing services provided to number of clients (Government bodies or PSU or reputed private companies/firms)	20	No. of clients served _____
3	<b>ORM Dashboard Tool</b>		
	Years of experience in design & development of ORM dashboard tool (social media management dashboard)	10	No. of years _____
4	<b>Artwork Creation</b>		
	Years of experience in digital and social media content (artworks /Multimedia)	10	No. of years _____
	<b>Sub Total</b>	<b>55</b>	

Authorized Signatory

Name:

Designation:

Business Seal

**Form 6: Past Experience**

For each project/served client being shown as relevant past experience of providing services being described in the document, please provide details on the following format.

Please provide only broad details of the projects.

SR. No.	Information Sought	Details
<b>Customer Information</b>		
1	Client Business Name	
2	Client Business Address	
3	Name of the contact person from the client organization who can act as a reference with contact coordinates.	
4	Designation	
5	Contact Number	
6	Email ID	
<b>Project Details</b>		
7	Project Title (assigned work)	
8	Project duration (actual)	
9	Start Date	
10	End Date	
11	Current Status (In progress / Completed)	
12	Number of bidder's staff deployed on this project (peak time).	

13	Description of actual services provided by the responding bidder for the project and their relevance to the services involved in the project for which this RFP is floated. (Order Copies & Performance Certificate received from Client is to be attached with this statement.)	
<b>Value of the project</b>		
14	Order value of the project (in Rupees, lakhs)	

Authorized Signatory

Name:

Designation:

Date:

Business Seal

**Form 7:****Form for Self-Affidavit / Declaration**

(Letter to the Bank on the Company's / Firm's/Agency's Letter Head)

We, M/s \_\_\_\_\_, are one of the BIDDERS for providing Social Media Marketing services to Central Bank of India as per Bank's RFP for Selection of Agency for Social Media Marketing under reference number **CO:MKTG:22-23:** \_\_\_\_\_ dated \_\_\_\_\_ 2022.

We, hereby declare that our Firm/Company/Agency does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the demanded services.

We further declare that no legal action is pending / contemplated against us, nor are we debarred by any legal jurisdiction in India or outside India, which may affect our ability to deliver as per the terms of the RFP.

We further declare that we have not been blacklisted by any entity /Regulators/Govt. Bodies in India or outside India. We further declare that we do not have any ownership or control rights by any director (or relatives) of Central Bank of India, both present and those who have retired in the last one year.

We further declare that we have sufficient expertise and capability to deliver efficient and effective advice on the areas mentioned in the scope of work and we have in-house capability to take up assignment on our own but not through any associates.

The information submitted in the eligibility criteria and technical bid are true and are factually correct.

We further declare that in case the Bank finds our statements are not true and are incorrect, the Bank can initiate necessary action against us, as deemed fit.

Authorized Signatory

Signature:

Name:

Designation:

Date:

Seal of the Firm/Company/Agency:



**Form 8:****Letter of authorization for attending bid opening**

**Subject: Authorization for attending bid opening on \_\_\_\_\_(Date) for Bank's RFP for Selection of Agency for Social Media Marketing Tender no: CO:MKTG:2022-23:\_\_\_\_\_ dated \_\_\_\_\_ 2022.**

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder).

Name of Person: \_\_\_\_\_ Designation: \_\_\_\_\_

(Note: Person attending the bid opening should carry a photo identity proof with him.)

Bidder Signature:

Name:

Designation:

Date:

Seal of the Firm/Company/Agency:

**Form 9: Non-Disclosure Agreement**

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**BETWEEN**

\_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

**AND**

**CENTRAL BANK OF INDIA**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chandermukhi, Nariman Point, Mumbai – 400021 (hereinafter referred to as “**CBI**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

and **CBI** are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

**WHEREAS:**

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “**the Purpose**”).

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Confidential Information:** “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof. Either of the Parties may use the Confidential Information solely for and in connection with the Purpose. Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party

independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

**2. Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

**3. Publications:** Neither Party shall make news releases, public announcements, give interviews, issue, or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

**4. Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

**5. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information.

The Receiving Party shall not conceal, alter, obliterate, mutilate, deface, or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol, or logo on such Confidential Information.

**6. Return of Confidential Information:** Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

**7. Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

**8. Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

**9. Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.

**10. General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

**11. Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:

**For and on behalf of  
CENTRAL BANK OF INDIA**

\_\_\_\_\_  
Name of Authorized signatory:  
Designation:

**Form 10: Indemnity Bond**

This DEED OF INDEMNITY made on the \_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ by \_\_\_\_\_

(hereinafter referred to as the Vendor) which expression shall unless repugnant to the context mean and include its successors and permitted assigns of the one part in favour of CENTRAL BANK OF INDIA a body corporate constituted under the Banking Companies Acquisition and Transfer of Undertaking Act 1970, having its head office at Chandermukhi, Nariman Point Mumbai-400021 (hereinafter referred to as the BANK) which expression shall unless repugnant to the context or meaning there of shall mean and include its successors and assigns of the other part

WHEREAS Central Bank of India, has floated RFP bearing No. \_\_\_\_\_ and corrigendum thereto dated \_\_\_\_\_ for Selection of Agency for Social Media Marketing

AND WHEREAS the said Vendor) has participated in the RFP and has been issued with Work order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ and the Vendor has entered into a Contract dated \_\_\_\_\_ for Selection of Agency for Social Media Marketing (as described in the scope of work contained in the RFP)

AND WHEREAS one of the terms and conditions of the RFP is that the Bidder has to execute an Indemnity in favour of the Bank.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Contract the Vendor hereby covenants with the Bank and its successors in title that the Vendor will at all times hereafter keep the Bank fully indemnified against all losses, actions, proceedings, claims, suits, damages and any other expenses for causes attributable to the bidder/ Vendor or their representatives and the total liability of the Vendor under the contract shall not exceed the total cost of the Contract awarded. In case of any legal action by any 3rd party on account of violation of trademark, patent etc. the bidder will indemnify Bank to the extent of actual damage suffered by the Bank.

In witness whereof, the above-named Vendor has executed this Indemnity Bond at on this day of \_\_\_\_\_

Executant

(Seal and Signature)

Witness 1.

2.

To be attested by a notary.

**Form 11:****Checklist of Documents to be submitted**

<b>Envelope</b>	<b>Documents to be submitted</b>	<b>Format to be used.</b>	<b>Enclosures for Forms</b> (Documents required/ mentioned in respective form/RFP, must be enclosed along with form)
Envelope 1	Tender offer covering letter	Form 1	
	Eligibility Criteria	Form 2	Copy of the Partnership deed/Bye Law/Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and address of the registered office.
			Proofs like work orders / Invoices/ Certificate of completion of the work from the client that mentions the name of government body or private company to which Social Media Marketing services are rendered.
			Copy of the audited Balance Sheet and/or Certificate of the Chartered Accountant for mentioned three years.
			Copy of invoices/Certificate of completion of the work from the client, to be provided.
			Vendor need to submit details and to demonstrate the capability of the tools.
			Submit Information about artwork creation & person/s engaged for artwork creation.
			Proof of office address to be submitted in the form of electricity bill, Landline bill or any other document stating the registered address.
	Bidder's Profile	Form 4	GST Registration Details: (Enclose registration certificate copy)
			Details of Income Tax Registration: (Enclose PAN/TAN copy)
	Details for technical scoring	Form 5	
	Past Experience	Form 6	Order Copies & Performance Certificate received from Client is to be attached with this statement.
	Self-Affidavit Declaration	Form 7	

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Envelope 2	Commercial Bid	Form 3	
Envelope 3	DD for Bid Purchase		
	DD for Bid Earnest Money		
Envelope 4	Envelope 1, Envelope 2, and Envelope 3		

**FORM – 12:****BID SECURITY DECLARATION FORM**

Date:

RFP No:

To,

1. I/We, the undersigned, declare that M/s. is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Start-ups which are valid on last date of submission of the tender documents are enclosed.

2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Commercial Rules (GFRS)2017 by Micro and Small Enterprises (MSES).

OR

2A. As per the tender / RFP no... floated for..... at para no: .....a Bid Declaration Form in lieu of Bid

Security is required to be submitted by me/ as per Rule 170 of General Commercial Rules (GFRS)2017 by Micro and Small Enterprises (MSES).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 1 year from the date of notification if we are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our Bid.

5. I/We declare that am the authorized person of declaration for and on behalf of Letter of Authority for executing to make the declaration is enclosed.

Signed:

In the capacity of Name:

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on                      day of

Corporate Seal (where appropriate)

(Note in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)



