



RESERVE BANK OF INDIA

www.rbi.org.in

Request for Proposal to engage media buying/advertising agency/ies

The Department of Communication, Reserve Bank of India, Central office, Mumbai invites proposals for Empanelment of media buying/advertising agency/ies. Interested advertising agencies may submit proposals to Department of Communication, Reserve Bank of India for or media buying, as per their eligibility, by **3.00 pm** on or before **August 2, 2021**.

The tender documents along with all relevant details, for submission of proposals are available under "**Tenders**" section on the Reserve Bank's website (www.rbi.org.in).

Any further addenda/corrigendum/extension of dates, clarifications/ responses to bidders' queries in respect of the above tenders shall be posted on the Reserve Bank's website (www.rbi.org.in) only.

Place: Mumbai
Date: July 13, 2021

Chief General Manager



RESERVE BANK OF INDIA

REQUEST FOR PROPOSAL

For

EMPANELMENT OF MEDIA

BUYING/ADVERTISING AGENCY/IES

**DEPARTMENT OF COMMUNICATION
MUMBAI**

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A. BID SCHEDULE

Sl. no.	Name of the Project	Request for Proposal for Empanelment of Media Buying/ Advertising Agencies
1	Tender Reference number	RBI/Central Office/DoC/1/21-22/ET/29
2	Date of issuing of RFP	Date July 12, 2021 Time: 4.00 p.m (Document can be downloaded from Tenders section – https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx or MSTC portal)
3	Submission of Pre-Bid queries and email	Date: July 16, 2021 Time 4.00 p.m
4	Date, Time & Venue of Pre-Bid Meeting	Date: July 19, 2021 Time 3.00 p.m Through WebEx
5	Last date of submission of Bids	Date: August 2, 2021 Time 3.00 p.m
6	Cost of the Bid	Nil
7	Place & Address for submission of bids	MSTC portal and Reserve Bank of India, Department of Communication, 9 th Floor, Central Office Building, Shahid Bhagat Singh Marg, Mumbai - 400001.
8	Date, Time & Venue of Bid Opening	August 2, 2021 at 4.00 pm at Conference Room, 9 th Floor, Reserve Bank of India, Central Office Building, Shahid Bhagat Singh Marg, Mumbai - 400001 (participation by bidders over Video Conferencing)

9	Date, Time & Venue of presentation as a part of technical evaluation	Date, Time & Address will be intimated later to the shortlisted/qualified Bidders.	
10	Address of Communication	The Chief General Manager, Reserve Bank of India, Department of Communication, Central Office, 9 th Floor, Central Office Building, Shahid Bhagat Singh Marg, Mumbai – 400001	
11	Contact Officials	Shailaja Singh Deputy General Manager shailajasingh@rbi.org.in	Shibi S.Mathai Assistant General Manager ssmathai@rbi.org.in

For any queries and clarifications regarding the RFP, please use the above mentioned address or email id.

- Please note that the information desired in the bid document needs to be provided in full. Incomplete information may lead to rejection of the bid.
- The Reserve Bank reserves the right to change the dates mentioned in this RFP, which will be communicated through its website.

Disclaimer

- The information contained in this RFP document or any information provided subsequently to the bidder(s) whether verbally or in documentary form by or on behalf of the Reserve Bank, is provided under the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- This RFP is neither an agreement nor an offer. The purpose of this RFP is to provide the bidder(s) with information to assist them in the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct his own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice wherever necessary. The Reserve Bank makes no representation and shall incur no liability under any law, statute, rules

or regulations as to the accuracy, reliability or completeness of this RFP. The Reserve Bank may, in its absolute discretion, but without being under any obligation to do so, update/ amend and/or supplement the information in this RFP.

- Such updation/amendments and/or supplement to this RFP will be done only on the RBI website.
- No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Reserve Bank and the selected agency/ies. Further, selection of any bidder shall not prejudice the Reserve Bank's right to avail the services from any other agency/ies/service providers.

Important instructions for e-tender:

Bidders are requested to read the terms and conditions of this tender carefully before submitting online tender

S.No,	Process
1.	<p>Process of e-tender:</p> <p>A) Registration: The process involves bidder's registration with MSTC e-procurement portal which is free of cost. Only after registration, the bidder(s) can submit their bids electronically. Electronic bidding for submission of bids will be done over the internet. The Bidder should possess Class III signing type digital certificate. Bidders are to make their own arrangements for bidding from a computer connected with internet. RBI/MSTC is not responsible for making such arrangements.(Bills will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE : The bid has to be submitted on-line at www.mstcecommerce.com/eprochome/rbi</p>

1). Bidders are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Government Departments → Select RBI Logo-Register as Bidder -- Filling up details and creating own user id and password → Submit.

2). Bidders will receive a system generated mail confirming their registration through email which has/have been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC (before the scheduled time of the e- tender) (as per the contact details mentioned above).

Centralized helpdesk for bidders: 033-22901004

033 40645207, 033 40609118, 033 40645316, 033 22901004 and 033 22895064.

The bidders can also submit their issues vide e-mail at

helpdesk@mstcindia.co.in

Helpdesk at MSTC Mumbai for vendors 022-22870471/22886266

Ms. Archana Juneja, Asst. Mgr.

Mobile no.-9990673698

Email id- archana@mstcindia.co.in

Ms. Rupali Pandey, Asst. Mgr.

Mobile no.-9458704037

Email id- rpandey@mstcindia.co.in

Mr. Abhishek Kr. Kanaujia, Executive

Mobile no.-9953089772

B) System Requirement:

	<p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied:-</p> <ul style="list-style-type: none"> Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, <p>Remove the tick from the tick box mentioning “Enable Protected Mode</p> <ul style="list-style-type: none"> Other Settings: <p>Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)</p>
2.	<p>The bids shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Tenders will be opened electronically on specified date and time as given in the Schedule of Tender</p>
3.	<p>Special Note towards Transaction Fee:</p> <p>The bidders shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the bidder login. The bidders have to select the particular tender from the event dropdown box. The bidder shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the bidder shall generate a challan by filling up a form. The bidder shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the bidder shall have the provision of making payment using its</p>

	<p>Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the bidder shall be receiving a system generated mail. Transaction fee is non-refundable.</p> <p>A bidder will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE</p> <p>Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
4.	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the bidders are required to ensure that their corporate email id provided is valid and updated at the time of registration of bidder with MSTC.</p> <p>Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
5.	<p>E-tender cannot be accessed after the due date and time mentioned in the notice for this tender</p>
6.	<p>Bidding in e-tender:</p> <p>a) Bidder(s) need to submit necessary EMD, Transaction fees to be eligible to bid online in the e-tender. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded/returned.</p> <p>b) The process involves Electronic Bidding for submission of the bid.</p> <p>c) The bidder(s) who have submitted transaction fee can only submit their Price bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Government Departments → Login under RBI→ My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>d) The bidder should allow running JAVA application. This exercise has to</p>

	<p>be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Price bid. If this application is not run then the bidder will not be able to save/submit the Price bid.</p> <p>e) After filling the Technical bid, bidder should click 'save' for recording their Price bid. Once the same is done, the Price bid link becomes active and the same has to filled up and then bidder should click on "save" to record their Price bid. Then once both the Price bid have been saved, the bidder can click on the "Final submission" button to register their bid.</p> <p>f) Bidders are instructed to use "Attach Doc button" to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned in the SOT.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the RBI will form a binding contract between RBI and the Bidder for execution of the job.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) RBI reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable.</p> <p>n) Submission of bid in the e-tender floor by any bidder confirms the acceptance of terms & conditions for the tender by him/her.</p>
7.	No deviation to the commercial terms & conditions are allowed.

8.	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof
9.	Bidders are requested to read the bidder guide and see the video available on the MSTC website.

B. INTRODUCTION, PURPOSE AND INVITATION

The Reserve Bank of India (RBI) is the central bank of India whose primary function is to manage and govern the financial system of the country. It is a statutory body established in the year 1935 under the Reserve Bank of India Act, 1934. The central bank regulates the issue and supply of the Indian rupee, is the bank of banks, bank of the Government of India as well as of state governments and also regulates the banking sector. And most importantly, the Reserve Bank has a key role in the economic development of the country and also drives an impressive social development agenda.

2. Consumer protection through financial literacy and awareness is an important function of the Reserve Bank of India. Under the ambit of this function, RBI has undertaken an awareness initiative titled 'RBI Kehta Hai'. The objective of the initiative is to educate and empower the public about banking regulations as also to make them aware about good and safe banking practices. 'RBI Kehta Hai' is a multi-media multi-lingual campaign, which disseminates information to members of public using mass media, namely, SMSes, print, television channels, radio, hoardings, websites and social media.

3. In addition to the Public Awareness advertisements, buying and release of advertising of statutory nature such as tenders, notice advertisements, financial results advertising, recruitment advertisements etc. will also be the empaneled agency/ies' duty.

4. For the above purpose, RBI invites applications for empanelment of reputed, accredited advertising agencies for space buying in media. The empaneled agencies would be required to suggest media strategy to the Reserve Bank of India and buy space in various

media for releasing the advertisements.

5. The campaign will be released at least in 14 languages, namely, Hindi, Assamese, Bangla, Malayalam, Gujarati, Kannada, Marathi, Oriya, Punjabi, Sindhi, Tamil, Telugu, Urdu and English with more focus on regional languages.

6. The media mix will include newspapers, magazines, radio, television, cinema halls, digital media, including web portals, mobile phone communication, social media, outdoor etc. The list is only illustrative and may include other media not enumerated above. The exact media mix will be decided by the Reserve Bank based on the nature of messages and the strategy suggested by agencies and approved by the Reserve Bank of India.

C. SCOPE OF WORK

The Reserve Bank of India desires to undertake a full-fledged multi-media, multilingual, pan-India public awareness campaign. The objective of the campaign is to create general awareness among different sections of the society, such as, banking/ non-banking customers, bankers, students, about the Reserve Bank regulations and other initiatives that they need to know for their day-to-day banking transactions. Along with this, RBI also desires to release its regular advertisements, primarily in newspapers.

Based on a comprehensive understanding of the target audience, the Media Agency/ies will develop a detailed media strategy / plan recommending an optimal mix of media that includes print, television, radio, outdoor, online, digital and/or any other. The Media Agency/ies will advise RBI on various aspects relating to Media Planning including:

- Suggesting media strategy for optimum utilization of the Reserve Bank's advertising spend.
- Selection and finalization of television channels, newspapers, magazines, radio channels, outdoor, digital media, such as, websites, mobile phone communication, social media, outdoor and any other innovative medium of advertising.
- The empaneled agency/ies will have to ideate, develop, plan and execute the campaign across various types of media viz. Print, TV, Radio, Outdoor any other alternate/emerging media etc. and in major Indian languages (14 official languages or more if

necessary).

- Identification of target priority markets, segments and audiences, rationale, approach etc. and selection and finalization of media for different markets and segments based on available media research on reach and impact.
- Scheduling the communication in various media and monitoring to ensure campaigns are running correctly and provide related post-buy analyses along with billing/payment of invoices. Implementation, certification, archiving, billing etc.
- Collecting copies of the published advertisements from newspapers, magazines, and Telecast/Broadcast certificates of advertisements telecast/broadcast on TV and radio and submit to the Reserve Bank of India.
- The Media Agency/ies will have to submit a pre and post campaign evaluation report to assess the reach and impact of the campaign and to ascertain if the objectives of the Media Plans have been achieved.
- The media agency/ies will liaise with the Creative Agency/ies of RBI for effective merging of the media and creative strategies of RBI and executing and implementing the media campaigns of RBI.
- Negotiate with all media owners, print, TV, radio, cinema, digital and others, for lowest media cost and maximizing ROI. Provide pre-buy estimates.
- For RBI's Public Awareness Campaign, which is purely in public interest, all advertisements will be released at Directorate of Audio Visual Publicity (DAVP) rates/Doordarshan/AIR rates or lower.
- In case of releases on non-DAVP rates, separate tenders would be periodically floated only among the empaneled agencies for space buying in various media like print, TV, digital and other media as mentioned in the scope of work.
- In addition to the Public Awareness advertisements, buying and release of advertising of statutory nature such as tender, notice ads, financial results advertising, recruitment

advertisements etc. will also be the empaneled agency/ies' duty.

D. ELIGIBILITY CRITERIA

- i. Bidding agencies keen to submit their proposal are requested to read the eligibility criteria carefully. Only those agencies meeting the following eligibility (minimum) criteria ([Annex A3](#)) as on the date of RFP are eligible to apply. Agencies not meeting the eligibility criteria will not be considered for further evaluation in any case.
- ii. The Reserve Bank will first scrutinize the documents requisitioned and listed in [Annex A3](#) of this document to determine the eligibility of the bidders to participate in the tendering process.
- iii. Bids not accompanied by all the required documents may be summarily rejected.
- iv. Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, the Reserve Bank reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- v. The Reserve Bank may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any bidder.
- vi. If a bid is not substantially responsive, it will be rejected by the Reserve Bank at this stage itself, and the bidder may not be allowed to make it responsive subsequently by correction of the non-conformity.
- vii. The Reserve Bank may, if required, interact with customer references submitted by the bidder.

E. SUBMISSION OF APPLICATIONS

Instructions to agencies -

- a. **Integrity Pact** - The provisions of the Integrity pact, as given in [Annex. C](#) will be applicable to the RFP. Bids of only those agencies who sign the Integrity pact will be taken up for further evaluation.
- b. **Errors:** Proposals shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder. Any such corrections must be authenticated by the persons or person who sign(s) the proposal.
- c. **Authentication of documents:** The authorized signatory should sign every page of the proposal.
- d. **Document fees:** The Request for Proposal (RFP) document fees shall be NIL.
- e. The bidder shall submit its proposal on MSTC portal and also submit hard copies of the same in a sealed envelope superscribed as 'Technical Bid' for Empanelment of Media Agencies with RBI along with the following documents(checklist):

S. No.	Description of the documents to be attached	To be attached marked as enclosure
1	Proposal for Empanelment (Annex A1)	
3	Bidder's Information (Annex A2)	
4	Eligibility Criteria Response Sheet – Annex A3 and supporting documents as per the requirements of eligibility criteria matrix	
5	Technical Evaluation Sheet – Annex A4 and supporting documents as per the requirements of	

	technical evaluation matrix.	
6	General Undertaking – Annex A5	
7	Declaration of Acceptance of Terms and Conditions – Annex A6	
8	Pre-contract Integrity Pact – Annex C	
9	Earnest Money Deposit (Annex D)	
10	Documents related to constitution of Agency/ies and details of accreditation (Copies of Registration Certificate/ Certificates of Incorporation/ Latest certificates of full accreditation/ registration/ membership and other proofs to be attached	
11	Address proof of Mumbai and Other Offices (latest landline phone bill/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed)	
12	Last three years' copies of audited balance sheets and profit and loss accounts, duly certified by Statutory Auditor along with the Statutory Auditor's report.	
13	Client Purchase Orders and copy of experience certificate from such clients along with proof of execution of work.	
14	RFP document duly signed and sealed by the authorized signatory on every page	

The envelope should indicate the name and address of the Bidder on the cover. **The envelope should be submitted by 3.00 pm on August 2, 2021 to The Chief General Manager, Department of Communication, Central Office, Reserve Bank of India, Mumbai**

- f. Bids received after the above stated time and date will not be considered.
- g. Bid should be complete in all respects including all the parts and should be

submitted with all the relevant documents as specified in this proposal. Incomplete proposals will be rejected.

- h. Bid Validity - Bids shall remain valid for a period of 90 days after the date of bid opening or as may be extended from time to time. The Reserve Bank holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.
- i. Agencies shall bear all costs associated with the preparation and submission of their proposals. The Reserve Bank of India is not bound to accept any or all proposals, and reserves the right to annul the selection process without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Reserve Bank. The Bank also reserves the right to re-issue the RFP, if it decides so.
- j. In case of any difference between the documents submitted on MSTC portal and those submitted in hard copy, the one submitted on MSTC portal shall be taken as final and binding.

Clarifications to bidders: To clarify doubts of the bidders on issues related to this bid document, the Reserve Bank will hold a pre-bid meeting at 3 pm on July 19, 2021 over webex. Queries of the bidders should reach by e-mail in the format given in [Annex B](#) on or before 4 pm on July 16, 2021. It may be noted that no queries of any bidder shall be received or entertained after the abovementioned date. The clarifications in response to the bidders' queries will be given on the Reserve Bank's website.

F. OPENING OF TECHNICAL BIDS

- a) The Reserve Bank of India will open the envelope containing the eligibility and technical bids in presence of Bidders' representative(s) who choose to be present on the date, time and address mentioned in para A – Bid Schedule or as amended by the Reserve Bank of India from time to time. In the event of the specified date of bid opening being declared a holiday for the Reserve Bank, bids

shall be opened at the appointed time and place on the next working day.

- b) The representatives of the bidders who wish to be present at the time of bid opening shall have to produce an authorization letter from their employers by way of letter or email to represent them at the time of opening of technical bids.
- c) Only one representative will be allowed to represent each bidder.
- d) Bidders' representatives present shall sign the attendance sheet evidencing their attendance.
- e) The bids will be opened at the scheduled time, irrespective of whether the bidders' representatives are present or not, at the sole discretion of the Reserve Bank

G. BID EVALUATION PROCESS

Evaluation of Technical Bids: The technical evaluation will be for 200 marks:

a) Part I of the technical evaluation

- i. Part I of the evaluation will be based on the criteria and score given in the Scoring Matrix [\[Annex A4\]](#) (100 marks)
- ii. The Reserve Bank will evaluate the bidders based on compliance to technical requirements stipulated in the RFP, duly supported by documentary evidence.
- iii. Written reply, if any, submitted in response to the clarification sought by the Reserve Bank, if any, will be reviewed.
- iv. The Reserve Bank may interact with the Customers, whose references have been submitted by the Bidder.
- v. Bidders will have to give an undertaking to the Reserve Bank that once selected, they will bring in the newspapers committed in their bid at Bureau of Outreach and Communication (BOC) (earlier, Directorate of Advertising and Visual Publicity (DAVP))

rates and will strive to increase the number of newspapers with maximum circulation in various languages as the campaign progresses.

- vi. The commitment from newspapers to give DAVP rates to the Public Awareness Campaign of the Reserve Bank brought in by the empaneled agencies will be considered as commitment given by the agencies to the Reserve Bank.
- vii. If any agency/ies defaults on its commitment in any manner, or if the circulation figures mentioned by the agency/ies are found to be incorrect as compared to circulation mentioned on DAVP sites, it will be considered as non-performance by the agency/ies and the Reserve Bank may blacklist the agency/ies.

b) Part II of the technical evaluation

- i. The bidders who score a minimum of 70 marks out of 100 will have to make a presentation on the “Media Strategy” which will be evaluated for 100 marks in Part II of the technical evaluation process. Media plan for three to four weeks (for TV, print, radio, websites, cinema, OOH, etc.) with relevant data for a notional budget of ₹14 crore (Rupees Fourteen crore rupees only) (excluding agency/ies commission and GST). The criteria for evaluation of the presentation is given in part B of [Annex A4](#) – Technical evaluation of the RFP. Other innovations in advertising, presented by the agencies would be a value addition. The agency/ies would also be evaluated on the basis of the overall strategy for the campaign. The date and time of the presentation will be intimated to the shortlisted/qualified bidders.
- ii. The minimum score for qualifying in Technical Evaluation will be 70% (140 marks out of 200). In case the number of qualifying bidders is found inadequate, the Reserve Bank may reduce the minimum required score.

c) Successful Bidders:

The bidders who score more than 70% in the technical evaluation will be shortlisted by the Reserve Bank of India.

H. PROCESS OF ASSIGNING JOBS:

- i. The top three agencies (number of agencies are subject to change), shortlisted on the basis of technical scores will be empaneled for releasing advertisements for RBI's Public Awareness Campaigns. These advertisements will be released on DAVP rates by rotation among the empaneled agencies. For releases on impact properties, an e-tender will be floated among these three agencies (subject to change) for selecting the lowest bidder.
- ii. The services of all the shortlisted agencies (including the top three agencies), will be used for releasing all other advertisements.
- iii. The inclusion of agencies in the Reserve Bank's panel will not guarantee assignment of work or any minimum quantum of work in a year and the empaneled advertising agency/ies will have no right to make any claim whatsoever in that regard. It is further clarified that the empanelment of any agency/ies does not tantamount an assurance by the RBI for the purpose of awarding any assignment/publicity services/release of the advertisement or such other matter. Further, empanelment of any agency/ies shall not prejudice the Reserve Bank's right to avail the services from any other agencies/service provider(s).

I. EARNEST MONEY DEPOSIT (EMD)

As a part of its Bid, the Bidder should submit Earnest Money Deposit (EMD) in the form of irrevocable Bank Guarantee (as mentioned above), along with the other required documents, for an amount equivalent to **₹30,00,000/- (Rupees Thirty Lakh only)**. The Bank Guarantee should be in favour of The Chief General Manager, Department of Communication, Central Office, Reserve Bank of India, Mumbai and should be valid for the period of one year from the last date of submission of bid. Only irrevocable Bank Guarantee issued by a **scheduled commercial bank in India** shall be acceptable to the RBI as per [Annex D](#). Bank Guarantee submitted by unsuccessful Bidders shall be returned except otherwise provided in this Bid Document. Bank Guarantee submitted by successful Bidder/s

for EMD shall be returned after furnishing of Performance Bank Guarantee as mentioned in this Bid Document.

- i. **Bid not accompanied by EMD:** Any bid not accompanied by an EMD as mentioned above, shall be summarily rejected by the RBI, without any further correspondence.
- ii. **Forfeiture of EMD:** The EMD shall be forfeited by invoking the irrevocable Bank Guarantee:
- iii. If a Bidder withdraws his bid during the bid validity period; or Selected Bidder fails to accept the order within seven days from the date of receipt of the order. However, RBI reserves its right to consider at its sole discretion the late acceptance of the
- iv. If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
- v. The selected bidder fails to submit the Performance Bank Guarantee within stipulated period from the date of execution of the contract. In such instance, RBI at its discretion may cancel the order placed on the selected Bidder without giving any notice; or
- vi. The selected bidder fails to commence the work awarded to him within the prescribed time limit. The successful bid, if withdrawn, is also liable for forfeiture of the EMD.

J. PERIOD OF SERVICE

The term of empanelment with the Reserve Bank of India shall be valid for a period of three (3) years with annual review. The Reserve Bank, however, reserves the right to take a final decision on this aspect. The renewal after three years, if needed, will be at the discretion of RBI. The contract can be further extended for a maximum of two years, one year at a time, or such other period as the Bank may consider necessary, subject to satisfactory performance and adherence to contractual obligations by the tenderer/s.

K. TERMS AND CONDITIONS

- a) **Assignments:** The Agency/ies shall not assign or subcontract any work allocated to it by the Bank, in whole or part, to any other Agency/ies, even to its own subsidiary or parent agency/ies, to perform its obligation under the Agreement with the Reserve

Bank. The Agency/ies alone shall be solely responsible to the Reserve Bank. The Reserve Bank reserves the right to place an order for full or part quantities under any items of work under scope of work.

b) Bidding in consortium and/or multiple bids from single media group

Bidding in consortium is not allowed for this tender. Bids received from a consortium of bidders will be summarily rejected. If there are multiple bids under different names from the same Media Agency/ies Group, only one of the bids from the Media Agency/ies Group will be entertained and the RBI's decision on this will be final.

- c) The Bank's dealing with the agencies shall be on a principal-to-principal basis and the Bank shall have no liability to pay any media or suppliers for anything done/not done or any act of omission/commission by the agencies.

d) Non-Disclosure agreement

Selected agency/ies shall execute a Non-Disclosure Agreement at the time of execution of the contract.

e) Force Majeure

Neither party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, acts of God, war, riots, pandemic, embargoes, strikes, lockouts, acts of any government authority, delay in obtaining licenses or rejection of application under the statutes, fire or floods.

f) Applicability of Pre-contract Integrity Pact

Clause 3.6 of the Pre-contract Integrity Pact explicitly prohibits collusion between the bidder and interested parties. In the present case, such interested parties could be media houses selling time and space to the buyer. If the RBI comes across evidence suggesting collusion between any Media Agency/ies and TV Channel, or in any manner including circumstantial evidence or pattern that suggests such collusion, either during the period of this new RFP or the old RFP in force between 2018-21, the

RBI reserves the right to terminate the empanelment of the Media Agency/ies or Agencies without assigning any reason whatsoever. The decision of the RBI will be final in this regard.

g) Special conditions

- i. In case the date fixed for opening of proposals is subsequently declared as holiday, the revised schedule will be notified. However, in absence of such notification, the proposals will be opened on next working day with the time and venue remaining unaltered.
- ii. The Reserve Bank reserves the right to blacklist an applicant for a suitable period in case he fails to honor his proposal without sufficient ground.

h) Other Conditions:

- i. Tenders not in prescribed format and not containing the desired information will be rejected without any notice.
- ii. The Reserve Bank reserves the right to:
 - Select or reject any application without assigning any reason thereof.
 - Cancel/withdraw the RFP process at any stage without assigning any reasons thereof
 - To reissue the RFP, if cancelled
 - Delete/amend/add any clause(s) in the RFP at any time, without assigning any reason and shall not be held liable for any losses or damages caused by such amendment/modification.
- iii. Agencies shall bear all costs associated with the preparation, submission of technical bid including technical inputs for assessment by evaluation committee. The Reserve Bank will, in no case, be held responsible or liable for these costs, regardless of the outcome of the tendering process.
- iv. The Reserve Bank reserves the right to de-empanel any agency/ies at any time without assigning any reason, whatsoever. Such decision shall be binding on

empaneled agencies.

- v. If deemed necessary the Reserve Bank may seek clarifications on any aspect from the bidders. However, that would not entitle the bidders to change or cause any change in the substantive part of the documents submitted.
- vi. Bids once submitted cannot be withdrawn by the bidder and the same will be treated as final.
- vii. The agencies shall abide by all relevant rules and regulations of the Government as issued from time to time. The agencies shall be responsible for adhering to norms of the Advertising Standards Council (ASCI), AAAI, Competition Act, 2002, Indian Copyright Act, 1957 and other applicable regulations and must ensure that each advertisement released by them on behalf of the Reserve Bank is honest, truthful and conforms to the aforesaid requirement. They shall also maintain the highest standards of advertising principles.
- viii. Software and creative elements used by the Agency/ies must be original and bills/licenses can be checked by the Reserve Bank at any point of time.
- ix. In case an empaneled agency/ies shuts any of its offices, it should inform the Bank immediately.
- x. In case an empaneled agency/ies changes the location of its registered office, it should inform the Bank immediately.
- xi. On renewal of INS accreditation certificate, a copy of the same must be furnished to the Bank.
- xii. Each page to be stamped and initiated by authorized signatory of the Agency/ies
- xiii. The Agency/ies should have a minimum of 20 full-time staff in its media function (Planning / Buying & Executions/Implementation, excluding billing/accounts) in Mumbai Office, to handle full-fledged multi-media multi-lingual pan-India publicity campaigns. The list of minimum 20 media employees, proof of employment, bio-data alongwith government identity proof (i.e. Passport number / PAN / Aadhar card copy) and their work profile (viz., Designer, media planner etc.). RBI may visit the shortlisted agency/ies's office in Mumbai for verification.

L. Annexes

a) Annex A1 – Proposal for Empanelment

Date:

To

The Chief General Manager
Reserve Bank of India,
Department of Communication,
Central Office, Fort,
Mumbai 400 001.

Dear Sir,

**Re: _____ dated _____ or Request for proposal for
Empanelment of Media buying/Advertising Agencies**

I/We.....enclose herewith our proposal for selection of my /our firm for empanelment. We also certify that the information/data/particulars furnished in our bid are factually correct and true to the best of our knowledge and abilities and request the Reserve Bank to accept information mentioned herein. The Reserve Bank may, however, verify the facts given by us, with any authority, if required. If it is found at any point of time that the information furnished by us is inaccurate, the Reserve Bank will have the right to disqualify /blacklist us or may initiate any action as it deems fit.

While submitting this bid, we certify that:

- We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- We agree that the quotes, terms and conditions furnished in this RFP are for the

Reserve Bank of India. If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order.

- We also note that the Reserve Bank reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable.
- We understand that for delays not attributable to us or on account of uncontrollable circumstances, penalties will not be levied and that the decision of the Reserve Bank will be final and binding on us.
- We also accept that in the event of any information / data / particulars are found to be incorrect, we stand to be blacklisted.
- We undertake to comply with the terms and conditions of the bid document. We understand that the Reserve Bank may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

b) Annex – A2 – Bidder's Information

Details of the Bidder					
1	Name of the Agency/ies				
2	Address of head office of the agency/ies				
3	Status of the Company (Public Ltd/ Pvt. Ltd / Partnership firm / LLP)				
4	Details of Incorporation	Date:			
		Ref#			
5	Valid GST registration no.				
6	Permanent Account Number (PAN)				
7	Primary business of the bidding agency/ies				
8	Years of agency/ies experience in media business				
9	Total number of skilled employees engaged and their details				
10	Financials of the Agency/ies for the last 3 years	Particulars	2017-18	2018-19	2019-20
		Turnover/Gross Billing			
		Net profit			
		Net worth			

11	Name & Designation of the contact person to whom all references shall be made regarding this tender			
12	Telephone No. (with STD Code) & mobile number			
13	E-Mail of the contact person:			
14	Fax No. (with STD Code)			
15	Website			
	Year	2017-18	2018-19	2019-20
16	Gross media billing			
17	PAT			

c) Annex A3 – Eligibility Criteria Response Sheet

S.No.	Qualifying Requirement (QR)	Documents to be enclosed	Relevant documents (Y/N)
1	Bidder should be a registered agency/ies/firm/company. Proposals from consortiums would not be entertained for this purpose	A copy of Registration Certificate in the name of bidder.	
2	Agency/ies should have full accreditation registration /membership with at least three of the following professional bodies: The Indian Newspaper Society (INS), Advertising Standards Council of India (ASCI), Advertising Agencies Association of India (AAAI), DAVP/Bureau of Outreach and Communication, Indian Broadcasting Federation (IBF)	Latest certificates of full accreditation/ registration/ membership and other proofs to be attached.	
3	Bidder should have been in existence in India at least since April 2016 and should have full-fledged office at Mumbai with preferably a network of offices at other cities across India. They should have sufficient manpower, i.e., more than 20 persons full-time in Media Services in Mumbai for co-ordination.	Address proof of Mumbai and Other Offices (latest landline phone bill/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed) A certificate duly signed by Chartered Accountant along with a certificate of incorporation shall be attached. Details to be furnished regarding number of employees, proof of employment. Bio-data alongwith government identity proof (i.e. Passport number / PAN / Aadhar card copy) and their work profile (viz., Designer, media planner etc. These	

		<p>staff members should be the regular employees of the Company having record for payment of EPF, etc., to be certified by the Company's Statutory Auditor.</p> <p>Applicant shall not be a Franchisee and Franchisers will not be entertained.</p>	
4	<p>Bidder must have Gross media billing of at least ₹200 crore (Rupees Two hundred crore) on an average for each of the last 3 financial years during April 2017 - March 2020 (Standalone Turnover of the Company applying for the empanelment will be reckoned, not the parent/group company or subsidiaries).</p>	<p>Specify for each year.</p> <p>Copies of audited balance sheets and profit and loss accounts, duly certified by Statutory Auditor along with the Statutory Auditor's report.</p>	
5	<p>The Net worth (Share Capital plus Reserves) of the bidder should be positive during each of the previous three financial years (April 2017-March 2020)</p>	<p>Specify for each year. This must be supported by audited financial statements (Reports)</p> <p>Relevant certificate from Statutory Auditor will be required.</p>	
6	<p>The Bidder must have registered net profit (after tax) continuously in each of the last three years that is financial years – 2017-18, 18-19 and 2019-20.</p>	<p>Specify profit for each year. The Audited Balance Sheet and Profit & Loss Statement for all the three financial years are to be submitted as documentary evidence along with Statutory Auditor's certificate. Copy of IT returns</p>	
7	<p>The bidder should have been providing media buying services to at least three PSU / Government / Public Sector Banks/ regulatory institutions in India during the last three years. The services should be running currently.</p>	<p>Client Purchase Orders and copy of experience certificate from such clients. Proven Experience in Advertising and other</p>	

		PR assignments, etc. proof to be attached as part of the Data Sheet for evaluation as given in the tender document.	
8	The bidder should have done a minimum of 3 advertising campaigns in the last two years, each campaign in atleast 6 languages including Hindi and English	Proof of execution of work.	
9	The bidder should have executed large impact properties like IPL, ICC Men's Cricket World Cup, KBC Hindi, etc., in the last 3 years, excluding RBI's campaign.	Submit the RO without commercial details	
10	Bidder should not have been found guilty / penalized by any court. They should not have been blacklisted by any Central/State Government/Public Sector Undertaking/ Listed Company ever	The bidder should submit an affidavit stating this through the format of undertaking as mentioned in Annex A5 . However the Reserve Bank reserves right to independently verify the same.	

Disqualification: Agencies who do not fulfill any of the above criteria shall be disqualified.

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

Signature.....

Full Name.....

Designation.....

Address.....

(Authorized Signatory)

Company Seal.

Note:-

1. If needed the bidder can use separate sheets for explaining the above points, relevant pages must be referenced in the respective box of the Table.
2. The Reserve Bank reserves the rights to verify the facts given by the bidder, with any authority, as and when required.
3. The Reserve Bank reserves the right to accept/reject any offer without assigning any reason.
4. Bidders qualifying in the minimum eligibility criteria only will be considered for the above ranking.

d) Annex – A4 - TECHNICAL EVALUATION

(To be submitted by the Advertising Agencies strictly in the following format/order in respect of each item. All documents attached in support shall be of A4 size, serial numbered, stamped (Company seal) and signed by the authorized signatory /CA and shall be spiral bound.).

- i. **Part I - Marks (out of 100) shall be allotted only in case the agencies are eligible to participate as per the eligibility criteria mentioned in the Tender Document.**

S.No	Criteria for evaluation	Documentary Evidence	Scoring
1	During the last 3 years, work of similar nature undertaken with BFSI sector companies, a. Worked with 1-3 b. Worked with 4-5 c. Worked with > = 6	Appointment letters/Work Order From the respective clients.	a. 4 b. 7 c. 10
2	During the last 3 years, work undertaken with number of government/public sector undertakings: a. Worked with 1-3 b. Worked with 4-5 c. Worked with > = 6	Appointment letters/ Work Order From the respective clients.	a. 4 b. 7 c. 10
3	The gross media billing of the bidder for last three years: a. Average total billing with the Clients for last three years of = Rs. 200 crore b. Average total billing with the Clients for last three years = Rs.200 crores to Rs.400 crore. c. Average total billing with the Clients for last three years > = .Rs. 400 crore	Copy of audited balance sheet and profit and loss to be provided	a. 4 b. 7 c. 10
4	The Net worth of the bidder for the year 2019-20 a. upto Rs. 15 Crore b. 15-25 Crore c. > 25 Crore	Copy of audited balance sheet and profit and loss to be provided	a. 4 b. 7 c. 10

5	The average Net profit of the bidder for last three years a. till Rs. 3 crore b. Rs. 3 - 5 crore c. > Rs.5 crore	Copy of audited balance sheet and profit and loss to be provided	a. 4 b. 7 c. 10
6	List of Advertisement Campaigns(other than RBI) with media billing of Rs. 10 crore and above, during last 3 financial years – 2017-18, 2018-19, 2019-20 a. 1-5 campaigns b. 5-10 campaigns c. 11 and above campaigns	Bidder to furnish proofs of such media campaigns	a. 2 b. 3 c. 5
7	Experience in the field of advertising and Media Buying a. < 5 yrs. b. 5-10 yrs. c. > 10 yrs.	Bidder to furnish proofs of such media campaigns	a. 2 b. 3 c. 5
8	Billing from the top 3 clients in FY 2017-18, 2018-19, 2019-20. a. > 70% b. 50-70% c. < 50%	Submit proof of income received from top 3 clients	a. 4 b. 7 c. 10
9	Execution of high value impact properties in form of Sponsorship or equivalent value in IPL, ICC Men's Cricket World Cup, KBC Hindi, Big Boss Hindi, FIFA World Cup in the last 3 years, excluding RBI's campaign in National/Regional TV Channels. a. 1- 2 b. 3-5 c. 6-10	Submit the RO without commercial details	a. 4 b. 7 c. 10
10	Execution of digital campaigns in the past 3 years. a. 1- 2 b. 3-5 c. 6-10	Submit the signed estimate copy without line-item wise cost but should showcase bottom-line numbers	a. 2 b. 3 c. 5

11	Execution of social media campaign with Facebook, Instagram, WhatsApp, Google YouTube, LinkedIn, Twitter. in the past 3 years. a. 1- 2 b. 3-5 c. 6-10	Submit the signed estimate copy without line-item wise cost but should showcase bottom-line numbers	a. 2 b. 3 c. 5
12.	Number of Hindi, English and regional language newspapers having circulation of more than 5 lakh copies (all editions combined), as per DAVP, which can be brought in at DAVP rates for releasing tender/notice advertisements. a. less than or equal to 25 newspapers b. 25 to 50 newspapers c. more than 50 newspapers	The agency/ies would need to submit an undertaking on behalf of the publications to deliver the newspapers offered at DAVP rates at the time of assignment of the job and the correctness of the circulation figures given.	a. 4 b. 7 c. 10

ii. **Part II: Evaluation for the presentation –**

S. No	Particulars	Maximum Marks
1	Understanding of the Brief and Overall planning for the campaign and ability to provide Innovative suggestions for the campaign.	40
2	Ability of advising effective Media Strategy to reach the desired target Audience	40
3	Ability of the media agency/ies to provide slots in the prime time or impact properties in TV at competitive rates and premium pages in Newspapers at DAVP rates	20
Total Maximum Marks		100

e) Annex A5 - Format for Undertaking

- a. I/We undertake that I/We have carefully studied all the terms and conditions and understood the parameters of the proposed work of the Department of Communication and shall abide by them.
- b. I/We further undertake that the information given in the RFP is true and correct in all respect.
- c. I/We confirm that our Agency/ies/Organization is not blacklisted in any manner whatsoever by Central Government or any regulatory body or any media house especially print media in the preceding three years.

Name:

Signature:

Place:

Date:

Seal:

f) Annex A6 - Declaration for Acceptance of RFP Terms and Conditions

Date:

To

The Chief General Manager
Reserve Bank of India,
Department of Communication,
Central Office, Fort,
Mumbai 400 001.

Dear Sir,

**Re: _____ dated _____ for Empanelment of Media
Buying/Advertising Agencies**

I have carefully gone through the Terms & Conditions and Scope of work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address

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, corruption and money laundering in force in India. We understand that if found in breach of any of these laws, we are liable for instant termination by the Reserve Bank of India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2021.

(Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

(a) Annex B- FORMAT OF PRE – BID QUERIES

To be submitted in excel file format only RFP for Advertising agencies for making the media buying for Reserve Bank of India

Bidder Name:

Contact Person:

Contact no / email id:

Sr. No.	RFP Ref Page no.	RFP Clause no.	Existing clause Details	Clarification Sought

(b) Annex C- PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre contract Agreement (hereinafter called the integrity Pact) is made on _____ Day of the month of _____ 2021, between, on one hand the President Of India acting through Shri _____ The Chief General Manager, Department Of Communication, Reserve Bank of India (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the “BIDDER/Seller” Which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE BUYER proposes to procure (advertising services in print, electronic and other media) and the BIDDER/Seller is willing to offer/has offered the advertising services and

WHEREAS THE BIDDER is (please indicate category e.g. private company/public company/partnership etc.), constituted in accordance with the relevant law in the matter and the BUYER is a statutory body performing its functions under the Reserve Bank of India Act, 1934 and other relevant legislations.

NOW THEREFORE

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

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

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

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

1. Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

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

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

3. Commitments of BIDDER

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

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

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

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5. The BIDDER either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of service agreed upon for such payments.
- 3.6. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.7. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.8. The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9. The BIDDER commits to refrain from giving a any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' to this purpose would be as defined in Section 6 of the Companies Act 1956.

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

4. **Previous Transgression**

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

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

5. **Sanctions for Violations**

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

5.11.1. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

5.11.2. To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

- 5.11.3. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 5.11.4. To debar the BIDDER from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- 5.11.5. To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agency/ies or broker with a view to securing the contract.
- 5.11.6. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (iv) of this Pact also on the Commission by the BIDDER), or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.11.7. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

- 6.11. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or

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

7. **Independent Monitors**

7.11. The Reserve Bank of India has appointed Shri Vishwanath Girraj, IAS(Retd.) and Shri Divya Prakash Sinha, IPS(Retd.), as the Independent External Monitors to oversee the compliance of both the parties to the Integrity Pact. Their details are as under:

Shri Vishwanath Girraj, IAS(Retd.) A Wing, Flat A-1001 Landmark Towers, GD Ambedkar Marg, Opp. Wadala Telephone Exchange, Naigoan, Dadar East, Mumbai - 400014	Shri Divya Prakash Sinha, IPS(Retd.) 01, Ground floor, Tower A Amrapali Sapphire Noida – 201301 Uttar Pradesh
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7.12. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under his Pact.

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

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

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

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

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

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

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

8. Facilitation of investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

The actions stipulated in this integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force

relating to any civil or original proceedings.

11. **Validity**

11.11. The validity of this integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months form the date of the signing of contract.

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

12. The Parties hereby sign this integrity PACT at _____ on _____

CLIENT

The Chief General Manager
Department of Communication
Reserve Bank of India
Central Office
9th Floor
Shahid Bhagat Singh Marg,
Mumbai-400001

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____
2. _____

Witness

1. _____
2. _____

*Provisions of these clauses would need to be amended/deleted in line with the policy of the CLIENT in regard to involvement of Indian agents of foreign supplier

Annex D- Earnest Money Deposit

To,
The Chief General Manager
Reserve Bank of India,
Department of Communication,
Central Office, Fort,
Mumbai 400 001.

**Re: _____ dated _____ for Request for
Proposal for empanelment of media buying/advertising agency/ies for RBI**

WHEREAS The Reserve Bank of India (RBI) , having its Central Office at Shahid Bhagat Singh Marg, Mumbai has invited RFPs for providing a platform to execute a campaign to create awareness among the citizens of India.

1. It is one of the terms of invitation of RFPs that the bidder shall furnish a Bank Guarantee for a sum of ₹30,00,000/- (Rupees Thirty Lakh only) as Earnest Money Deposit.
2. M/s. _____, (hereinafter called as Bidder), who are our constituents intend to submit their RFP for the said work and have requested us to furnish guarantee to the Reserve Bank of India in respect of the said sum of ₹30,00,000/- (Rupees Thirty Lakh only)

NOW THIS GUARANTEE WITNESSETH

1. We, _____ (bank) do hereby agree with and undertake to the Reserve Bank of India, their successors, assigns that in the event of the Reserve Bank of India coming to the conclusion that the Bidder have not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as

well as the said bidder, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of rupees mentioned as EMD i.e., ₹30,00,000/- (Rupees Thirty Lakh only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the bidder under the said conditions.

3. We also agree to undertake and confirm that the sum not exceeding the EMD amount i.e., ₹ 30,00,000/- (Rupees Thirty Lakh only) as aforesaid shall be paid by us without any demur or protest, merely on receipt of a demand from the Reserve Bank of India by a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice in writing from the Reserve Bank of India shall be conclusive and binding on us and the demand by the Reserve Bank of India by notice in writing shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
4. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the bidder.
5. This guarantee shall not be revoked by us without prior consent in writing of the Reserve Bank of India.
6. We hereby further agree that –
 - a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said RFP and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the bidder or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. Our liability under these presents shall not exceed the sum of ₹ 30,00,000/- (Rupees Thirty Lakh only)

- b) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in RFP for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- c) This guarantee shall remain in force up to 1 year from the last date of submission of bid i.e. _____, 2021 provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- d) Our liability under this presents will terminate unless these presents are renewed as provided herein above on the day when our said constituents comply with their obligations, as to which certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a demand by a notice in writing is made by Reserve Bank of India within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

Authorized official (Company Seal)

(**NB:** This guarantee will require stamp duty as applicable in the State, where it is executed and shall be signed by the official whose signature and authority shall be verified).