



सर्व हरियाणा ग्रामीण बैंक
Sarva Haryana Gramin Bank
(Govt. of India Undertaking)

प्रत्योपायक: पंजाब नेशनल बैंक Sponsored by: Punjab National Bank

H.O.: SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana)
Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

**Request for Proposal from Companies/Firms for
Social Media Management of the Bank.**

RFP Ref No. SHGB/MKT/01/2023 dated: 01-08-2023

SARVA HARYANA GRAMIN BANK
MARKETING & INSURANCE DIVISION,
PLOT NO.-1, SHGB HOUSE, Sector 3 (P),
Rohtak, Haryana, Pin code: 124001
Email: homktshgb@shgbank.co.in
Website: <https://shgb.co.in/>





सर्व हरियाणा ग्रामीण बैंक Sarva Haryana Gramin Bank

(सर्व हरियाणा का बैंक)

(Govt. of India Undertaking)

पंजीकृत: पंजाब नेशनल बैंक Sponsored by: Punjab National Bank

H.O.: SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana)
Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Sarva Haryana Gramin Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives and is meant only for the entities who are qualified to submit their Proposal (hereinafter individually and collectively referred to as 'Bidder' or "Bidders" respectively). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Following terms are used in the document interchangeably to mean:

- Bank refers to 'Sarva Haryana Gramin Bank'.
- Recipient, Respondent, Bidder means the respondent to the RFP document
- RFP means the Request for Proposal document
- Proposal, Bid means "Response to the RFP Document"
- Tender means RFP response documents prepared by the Bidder and submitted.
- Vendor means the successful bidder.
- Purchaser here refers to Bank.



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सर्व हरियाणा ग्रामीण बैंक Sarva Haryana Gramin Bank

(सर्वतंत्र सरकार का उपक्रम)

(Govt. of India Undertaking)

प्रायोजक : पंजाब नेशनल बैंक



Sponsored by: Punjab National Bank

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BID DETAILS

General Details		
Sr. No	Description	Details
1.	RFP No. and date	SHGB/MKT/01/2023 dated 01-08-2023
2.	Brief Description of the RFP	Social Media Management of the Bank
3.	Date of commencement of Bidding Process	01-08-2023
4.	Last date and time for receipt of pre-bid queries from bidders for Clarifications in format	notice within 1 week from last date of submission of the queries
5.	Date of pre bid meeting	Bank at its option may hold a pre-bid meeting, date for which would be intimated through corrigendum notice which will be uploaded on Banks website.
6.	Place of Submission of Bids	GEM Portal
7.	Last Date and Time for submission Online Bid	17-08-2023; 5.00 pm
8.	Date and Time of Technical Bid Opening (Tentatively)	18-08-2023
9.	Place of opening of Bid	Rohtak
10.	Presentation by Eligible Bidders	Will be informed on Banks website i.e.
11.	Address for communication	SHGB House, Plot No 1, Sector-3, HSVP, Rohtak, Haryana - 124001 www.shgb.co.in

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सर्व हरियाणा ग्रामीण बैंक

Sarva Haryana Gramin Bank

(भारत सरकार का उद्योग) (Govt. of India Undertaking)

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(सरकारी सहायता का उपकरण)

(Govt. of India Undertaking)

आयोजक : पंजाब नेशनल बैंक

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सर्व हरियाणा ग्रामीण बैंक
Sarva Haryana Gramin Bank

(सरवा ग्रामीण का संस्थान)

(Govt. of India Undertaking)

प्रयोजक : सरवा ग्रामीण बैंक

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GENERAL INFORMATION

Sarva Haryana Gramin Bank (hereinafter called the "Bank") is exploring the possibility of marketing of the banking products through Social Media Marketing, which is emerging as the most preferred option for Banks to attract the customer more effectively and explore their banking facilities.

Bank invites proposals from experienced and eligible Fintech/Digital (hereinafter referred to as "Respondent" or "Bidder" or "Vendor") for Bank's Social Media Marketing.

Shortlist of Bidders shall be prepared after evaluation of the Bids submitted by the respondent to the RFP.

Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria, data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document. The RFP document can be downloaded from the Bank's website www.shgb.co.in and alternatively hard copies of the document can be obtained from Sarva Haryana Gramin Bank, Head Office Marketing Division, SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana) (India), +91(1262)243101(Phone) and homktshgb@shgbank.co.in(E-mail)

The last date and time for submission of proposals GEM Portal (online), complete with all the requirements as given in the RFP document, is 17.03.2023

GENERAL MANAGER





1. About Sarva Haryana Gramin Bank

Sarva Haryana Gramin Bank (SHGB) is the only Regional Rural Bank in Haryana under the sponsorship of Punjab National Bank. Over the years of strong existence and a network of **680 Branch Offices** as on 31st March 2023, Sarva Haryana Gramin Bank is serving more than **65 Lakh** esteemed customers. SHGB has continued to provide prudent and trustworthy banking services to its customers. The Bank enjoys strong fundamentals, large franchise value and good brand image in Haryana. To meet the growing aspirations of the customers and compete in today's tough conditions, the Bank offers wide range of products and services.

HERITAGE:(SAGA EXCELLENCE IN BANKING)

Fired by the spirit of nationalism and founded on the idea that Indians should have a Rural Bank of their own, Sarva Haryana Gramin Bank is the result of the efforts of far-sighted vision. Keeping with the economic ideology of catalyzing development and amelioration of poverty by funding various self-employment schemes at Rural areas, SHGB expanded its presence rapidly in unbanked areas in Haryana. SHGB has established itself firmly as one of the premier banking institutions in Haryana with prudent banking.

WAY FORWARD:

The Bank has adopted a three- pronged strategy. The **first** and foremost strategy will be to bring reduction in NPA level and control on the fresh slippages. Bank has already strengthened its monitoring and recovery verticals to meet these requirements. **Secondly**, the Bank will achieve healthy growth in advances by extending credit to Retail, Agriculture and MSME Sector. **Thirdly**, the Bank will continue to mobilize CASA (Current Account +Savings Account) Deposits on liability side. Apart from this, the Bank will continue to focus on growth in revenue, greater cost discipline, improved returns and shore up capital to support business growth. The Bank continues undergoing transformational change by changing its systems and processes through more and more of digitalization. The clear aim of this entire exercise is to remain competitive in the changing market scenario.

Sarva Haryana Gramin Bank is a leading Regional Rural Bank with **680 Branches** geographically located in Haryana with its **Head Office** at **Rohtak** and **10 Regional Offices**. It caters to the banking needs in **22 Districts of Haryana**.

Highlights of the Bank's Performance

Performance Parameters	As on 31st March 2023
Total Deposits (Rs. Crores)	20555.16
Total Advances (Rs. Crores)	13557.29
Savings Deposit (Rs. Crores)	11130.62
Net Interest Income (Rs. Crores)	967.48
Operating Profit (Rs. Crores)	569.25
Net Profit After Tax (Rs. Crores)	275.53
Net Interest Margin (%)	3.93%
Capital Adequacy Ratio (%)	14.17%
Net NPA (%)	0.00%

For further details, please visit Bank's website www.shgb.co.in

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2. Introduction

a) Background

The gradual shift towards digital has got a push due to ongoing pandemic and digital is emerging as the most preferred option for Banking. Most of the activities, customer on-boarding, marketing etc. is going fully digital as per customer expectations. In view of these dynamic changes in the Banking sector and for proficient handling of new emerging business models, it has become highly important to strengthen our digital capabilities for offering targeted, automated, paperless and instant Banking services at the preferred place and channel of the customer.

b) Objective

Sarva Haryana Gramin Bank (hereinafter called as "Bank" or "the Bank") have to collaborate with FinTechs/Digital to create innovative & customer Friendly products and wishes to invite proposals from experienced and eligible Fintech/Digital (hereinafter referred to as "Respondent" or "Bidder" or "Vendor") for Bank's Social Media Marketing. Sarva Haryana Gramin Bank intends to issue this bid document, hereinafter called RFP, to eligible Fintech/Digital in India, hereinafter called as "Bidders or Vendors", to participate in the competitive bidding for Proposal for Social Media Marketing.

3. About RFP

In this RFP the term '**Sarva Haryana Gramin Bank**' is referred to as the Bank, which term or expression unless excluded by or repugnant to context or the meaning thereof, shall be deemed to include its successors and permitted assigns, issues this Request for Proposal hereinafter called "RFP". A Respondent submitting the proposal in response to RFP for **Bank's Social Media Marketing** shall hereafter be referred to as "**Bidder**". The Bank invites **Request for Proposal** from FinTechs/Digital companies for "Social Media Marketing of Bank". In this connection, Bank invites Bids from FinTechs/Digital companies as per the Terms & Conditions described elsewhere in this document.

Bidders Eligibility Criteria

Bidders are expected to meet the following eligibility criteria and submit the relevant documents as per **Annexure-II**. Any bidder not fulfilling any of the following criteria will not be eligible for further evaluation. Bidders must submit bid in their own capacity. Joint bids will not be entertained. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/documentary evidence is liable to be rejected and will not be considered for Proposal.

S.No	Eligibility Criteria	Documentary Evidence to be submitted to the bank
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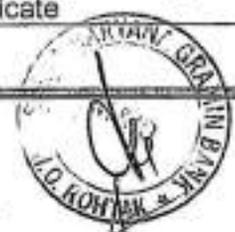


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a)	The Bidder/s should be a registered company. It may be limited Company in India as per the Companies Act. Partnership firms or partnership/LLPs or Proprietorship firm having its registered office/ established setup in India and a branch office anywhere in Haryana as well.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
b)	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered. No two entities joining (JVs) specific to any project will be considered.	Undertaking to be submitted
c)	The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices or any other reason by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions.	Bidder should submit an Undertaking (To be submitted as Annexure -III).
d)	Bidder must provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process	Letter of confirmation on Bidder company's letter head (self-certified letter).
e)	The firm/company must have been in operation for a period of at least 3 Years and experience of minimum 5 projects providing similar services as on date of RFP.	Provide clients certificate stating satisfactory performance of the same.
f)	The firm/company should have achieved minimum annual turnover of ₹1.00 crore from the Tech & digital business for its Indian operations during preceding 3 financial years i.e.2020-21,2021-22,2022-23	The firm/company should have achieved minimum annual turnover of Rs.1 crore from the Tech/digital business for its Indian operations during preceding 3 financial years i.e. F.Y. 2020-21,2021-22 & 2022-23. (Certificate from Chartered Accountant to be attached) Also, copies of audited Balance Sheet and Profit & Loss accounts for the years 2020-21,2021-22,2022-23 should be submitted along with this Annexure-V (Unaudited balance sheet may be submitted for the F.Y. 2022-23 only but supported by Chartered Accountant certificate

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g)	Must have development Centre and Technical Support office in India.	Supporting Document.
h)	The solution offered by the company should not violate any intellectual Property Right	Undertaking to be submitted
i)	Entity is either working towards innovation, development or improvement of products or processes or services or provide solutions that can further help the bank in financial inclusion in a significant way or it has a scalable business model with a potential of generating employment.	Undertaking to be submitted
j)	The bidder should not be involved in any litigation, which threatens solvency of company.	Certificate is to be provided by the chartered accountant/statutory auditor, as per Annexure- IV

Other Conditions:

- Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- Technical Evaluation will be done by Bank Tender committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.

4. Scope of Work

- Bank intends to empanel company to provide a solution in Social Media Marketing segment to drive achieve the following:
- Professional Content creating of bank for Social Media handles.
- Managing the Social Media Handles on daily basis i.e. Facebook, Instagram, What's app & Twitter.
- Managing social media means, handling the complete process of Content Planning, Creation & Publishing.
- Handling/Replying Social media inbox messages and comments.
- Monthly or quarterly planning and creation of social media cover page creatives as per the theme and requirement.
- The company will be responsible for creation of aesthetic and meaningful content in the form of social media creatives from the raw inputs received from the bank.
- Measure, monitor & report 'Sarva Haryana Gramin Bank organic posts performance monthly.

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5. Period of Engagement/Validity

The period of engagement will be three years initially which may be extended for further period not exceeding three years on the same terms & conditions, if mutually agreed by the Agency and the Bank.

6. Amendment of RFP Document

At any time before the last date submission of the proposal, the bank may amend the RFP by issuing an addendum and hosting it in the Bank's website. The addendum will be binding on all the bidders. To give bidders reasonable time to take an amendment in their proposals the bank may, if the amendments being substantial extend the deadline for the submissions of the proposals.

7. Rejections of BIDS

The Bank reserves the right to reject the Bid if,

- Bidder does not meet any of the pre-bid eligibility criteria mentioned above.
- The bid is incomplete as per the RFP requirements.
- Any condition stated by the bidder is not acceptable to the Bank.
- If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- Required information not submitted as per the format given.
- Any information submitted by the bidder is found to be untrue/fake/false.
- The bidder does not provide, within the time specified by the bank, the supplemental information/clarification sought by the bank for evaluation of bid.

Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how proposals will be interpreted by the Bank, the format in which Bidders will specify the fundamental aspects of their proposals has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in "BID Details". Responses to the queries will be uploaded on Banks website through corrigendum notice within one week from last date of submission of queries of the bidders. Bank at its option may hold a pre-bid meeting, to answer all the questions/queries submitted by email, the date for which would be intimated through corrigendum notice which

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will be uploaded on Banks website.

The deadline for **submission of the Proposals** is 17.08.2023; Time for submission is **17:00 Hrs (IST) GEM Portal online. Proposals received by Bank after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.**

In case of any change in dead line the same shall be updated on the **Bank's website** .

8. Proposal Validity

All Proposals shall be **valid for a period of 180 days** from the last date of submission mentioned in "**BID Details; Page-3**". Bank will make its best effort to complete the process within this period. However, should the need arise; the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance, the Bank shall not consider such proposal for further evaluation.

9. Parameters & Weightage for Evaluation of BIDs

The BID submitted by the bidders under this RFP will be evaluated based on the below technical parameters/ Presentation Parameters & weightage:

- **Technical parameters:**

Sr. No.	Parameters	Maximum Weightage
1.	Experience in Social media management for Enterprises/Company. Note: Bidder is required to submit the experience letter on their client's letter head, stating that since when till which date (Contract period) the services are being delivered to the client by the bidder.	10
2.	Experience on number of projects till date. Note: Bidder is required to submit an acknowledgement from their client on the client's letter head stating that the bidder has been providing ___no. of project of digital marketing or social media marketing services.	10
3.	Retention duration of projects Handling Social Media Projects consistency for longer duration shows the Quality work and delivery. Note: Bidder is required to submit the experience letter on their client's letter head, stating that since when till which date (Contract period) the services are being delivered to the client by the bidder.	10
	Total	30

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The Bank reserves the right to accept or reject any proposal without assigning any reason whatsoever.

Note:

- Technical parameters and Presentation marking have been separately mentioned in **Annexure-VI**. The Bidders scoring minimum 23 marks and above in technical parameters will be **shortlisted for Presentation**.
- Further, **Presentation separately carries 20 marks based on below parameters and weightage** for final selection. Final selection will be done on the basis of marks secured in presentation only. **The bidder securing minimum 15marks will be treated technically qualified and the bidder securing less than 15 marks will be disqualified.**

• **Presentation Parameters:**

Sr. No.	Parameters	Maximum Weightage
1.	Creating a demo social media creative/video for Bank's any of the loan product details of loan product can be taken from website.	10
2.	Power Point presentation (15 mins) describing the strategy of social media marketing for SHGB.	10
	Total	20

Eligibility cum Technical Bid

- The Eligibility cum Technical bid & Financial Bid must be submitted on Gem Portal. Eligibility cum Technical Bid will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and should not contain any pricing or commercial information at all. Eligibility cum Technical bid documents with any commercial information may be rejected
- In this stage, only **ELIGIBILITY CUM TECHNICAL** bids will be opened and evaluated. Bids of only those bidders would be evaluated further who comply with all the eligibility criteria's mentioned in this RFP. Only those satisfying the technical requirements (mentioned in the RFP) as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.

10. Short Listing & Selection of Digital Marketing Partner

- Bank can further evaluate the responses and may call for any additional details as required.
- Final Selection of bidder will be done on the basis of Evaluation by the Tender Committee and the decision of the committee will be final.





11. Last Date of Submission of RFP

The last date of submission of RFP is 17-08-2023 GEM Portal online. No proposal will be accepted after this date and time.

12. Instructions to BIDDERS

➤ Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Sarva Haryana Gramin Bank, hereinafter referred to as "Purchaser" or "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

➤ Bidding Document

The Bidder is expected to examine all instructions, Annexures, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be treated as nonresponsive and will be liable for rejection.

➤ Language of Proposal

The Proposal prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and SHGB or amalgamated entity, shall be written in **English**.

➤ Authentication of Erasures/ Overwriting etc.

Any inter-lineation, eraser or overwriting shall not be valid and it will lead to rejection of bid without quoting any reason.

➤ Amendment of Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (<https://shgb.co.in>) and will be binding on all those who are interested in bidding in order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the bid submission date to avoid any last-



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minute issues.

➤ **Late Bids**

Any bid received by the Bank after the deadline for submission of bid will be rejected.

➤ **Bidding Process**

For the purpose of the present tender, a double packet bidding process will be followed. The bidders will have to submit the technical bid & financial bid on GEM Portal.

13. Submission of Bids

Bidders are required to strictly submit their bids in electronic form using the GEM PORTAL. All the interested bidders should register themselves in the GEM PORTAL for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from GEM PORTAL. Bids received after closing of the bid in the GEM PORTAL are summarily rejected without any reason.

14. Deadline for Submission of Bids

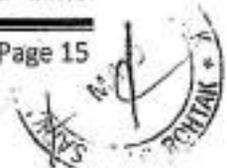
Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

15. Modification and/ or withdrawal of Bids

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

16. Contacting the Bank or Putting outside influence

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through emails. Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid. The bidder shall not indulge in pressing for any unnecessary meetings with the bank officials. Any communication whatsoever will be done





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through official emails.

17. Terms and Conditions of the Bidding Firms

The bidder has to **accept all terms and conditions** of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

18. Local Conditions

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

19. Purchaser's Right to accept or Reject any Bid or All Bids

The Bank reserves the right to accept or reject any offer without assigning any reason thereof. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidders. The bank reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for bank's action. During the evaluation process at any stage if it is found that the Bidder does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by the bank's notification of rejection of bid.

20. Opening of Bids

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The eligibility cum technical bids & financial bid will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

21. Clarifications of Bid

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

22. Evaluation and award criteria



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After opening of the eligibility cum technical bids, all the documents and annexures will be evaluated by the Bank.

23. Cancellation of Bid/ Bidding Process

SHGB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

24. Integrity Pact

Integrity Pact format is enclosed as per Bank's approved Integrity Pact. The same is to be submitted on a non-judicial stamp paper of appropriate value along with Technical Bid. Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. The bids which are not containing the above pact shall be rejected.

25. Use of Contract Document and Information

The bidder shall not, without the Banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA).

26. Force Majeure

The bidder or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the contract such as including:

- Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
- Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
- Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
- Transportation delay due to force majeure or accidents;
- Strikes, lockouts and sabotages;
- Riots and civil commissions; etc.

Provided that the bidder and the bank shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure



event.

Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder. Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims. It is made clear that commercial hardships shall not be recognized as force majeure.

27. Non-Disclosure

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement as prescribed by the Bank to maintain the secrecy of Bank's data as per following: -

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relief against any such person.
- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

28. Signing of Contract

- The successful bidder(s) shall mandatorily sign integrity Pact (IP) as prescribed by the Bank and Non-Disclosure Agreement (NDA) as prescribed by the Bank on non-judicial stamp paper as applicable with Bank, within 30 working days from the date of acceptance of Letter of Proposal.
- The successful bidder(s) shall sign a Service Level Agreement (SLA) with the Bank.
- The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.
- Failure of vendors to adhere to said agreed terms & conditions of RFP or, any attempt to get



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Sarva Haryana Gramin Bank

(Government of India Undertaking)

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the same changed from Bank latter on, shall not be accepted by Bank under any circumstances and may lead to cancellation of Proposal and penal action against such bidder, as the Bank may found suitable black-listing of such vendor.

29. Corrupt and Fraudulent Practices

The selected bidder shall take all precautions necessary to keep the information completely confidential and they should observe the highest standard of ethics during the procurement and execution of the contract in pursuance of this policy.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish 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 Company ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the Company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

30. Resolution of Disputes

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be **Rohtak, Haryana, INDIA**.

31. Jurisdiction of the Court

All disputes and controversies between Bank and Bidder shall be subject to the exclusive jurisdiction of the courts at **Rohtak, Haryana** and the parties agree to submit themselves to the jurisdiction of such court. This RFP/Contract Agreement shall be governed by the laws of India.





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32. Vicarious Liability:

The selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected Bidder and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the selected Bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the selected Bidder shall be paid by the selected Bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Bidder's employees, agents, contractors, subcontractors etc. The selected Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Bidder's employees, agents, contractors, subcontractors, etc.

33. Penalty

The successful bidder shall commence his services within one week from the date of work order. Any delay in commencement of the services will attract penalty of 10% Quoted Monthly Rates

34. Performance Guarantee

On being successful Bidder, bidder will be required to deposit Rs.50000/- as Performance Guarantee at the time of execution of agreement to be retained as Security Deposit for a period of Three year or extension thereof. The rates approved in the contract shall be valid during the entire period of validity of contract including extension thereof. The Performance Guarantee/Security Deposit shall be released to the Vendor without any interest on successful completion of validity of contract including extension thereof after deduction of loss/damage, if any, occurred to Bank

GENERAL MANAGER





H.O.: SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana)
 Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

Annexure: I

CHECK LIST

VENDORS TO VERIFY THE CHECKPOINTS AND ENSURE ACCURACY OF THE SAME BEFORE SUBMISSION OF THE BID

S.Nn	Particulars	Submitted (Yes/No)	Upload Related Document
1.	Check List (Annexure-1)		
2.	Certificate of Incorporation		
3.	Compliance to Eligibility Criteria (Annexure – II)		
4.	Undertaking for Non- Blacklisted (Annexure – III)		
5.	Litigation Certificate (Annexure –IV)		
6.	Turnover Certificate by CA (Annexure – V)		
7.	Criteria and Weightage Table (Annexure – VI)		
8.	Bidders Information (Annexure – VII)		
9.	Financial Bid (Annexure – VIII)		

Sr. No	Particulars	Submitted (Yes/No)	Upload Related Document
1	Authorization letter format (for attending bid pending) (Appendix-1)		
2	Form of board resolution (Appendix-2)		
3	Integrity Pact & Agreement (Appendix-3)		
4	Non- Disclosure Agreement(Appendix-4)		
5	Declaration (Appendix-5)		

Yours faithfully,

Authorized Signatories
 (Name, Designation and Seal of the Company)

Date:

[Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left and several initials on the right.]



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Compliance of Eligibility Criteria

(To be submitted on Company's Letter Head)

Annexure: II

Reference No.: SHGB/HO/

Date:

To

The General Manager
Sarva Haryana Gramin Bank
H.O. Marketing & Insurance Division
SHGB House, Plot No. 1,
Sector-3, Rohtak-124001 (Haryana)

Dear Sir,

We confirm our Compliance of below Eligibility Criteria given in RFP: _____
Reference No: SHGB/HO/ _____

S.No	Eligibility Criteria	Documentary Evidence to be submitted to the bank	(Submitted (Yes/No)
a)	The Bidder/s should be a registered company. It may be limited Company in India as per the Companies Act. Partnership firms or partnership/LLPs or Proprietorship firm having its registered office/ established setup in India and a branch office anywhere in Haryana as well.	Certificate of Incorporation/ Registered Partnership Deed, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.	
b)	Firm should be prime bidder and no consortium is allowed for the solution/ services to be offered. No two entities joining (JVs) specific to any project will be considered.	Undertaking to be submitted	
c)	The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices or any other reason by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions.	Bidder should submit an Undertaking (To be submitted as Annexure -III).	
d)	Bidder must provide confirmation that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners have not participated in the bid process	Letter of confirmation on Bidder company's letter head (self-certified letter).	





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e)	The firm/company must have been in operation for a period of at least 3 Years and experience of minimum 5 projects providing similar services as on date of RFP.	Provide clients certificate stating satisfactory performance of the same.	
f)	The firm/company should have achieved minimum annual turnover of ₹1.00 crore from the Tech & digital business for its Indian operations during preceding 3 financial years i.e.2020-21,2021-22,2022-23	The firm/company should have achieved minimum annual turnover of Rs.1 crore from the Tech/digital business for its Indian operations during preceding 3 financial years i.e. F.Y. 2020-21,2021-22 & 2022-23. (Certificate from Chartered Accountant to be attached) Also, copies of audited Balance Sheet and Profit & Loss accounts for the years 2020-21,2021-22,2022-23 should be submitted along with this Annexure-V (Unaudited balance sheet may be submitted for the F.Y. 2022-23 only but supported by Chartered Accountant certificate	
g)	Must have development Centre and Technical Support office in India.	Supporting Document.	
h)	The solution offered by the company should not violate any intellectual Property Right	Undertaking to be submitted	
i)	Entity is either working towards innovation, development or improvement of products or processes or services or provide solutions that can further help the bank in financial inclusion in a significant way or it has a scalable business model with a potential of generating employment.	Undertaking to be submitted	
j)	The bidder should not be involved in any litigation, which threatens solvency of company.	Certificate is to be provided by the chartered accountant/statutory auditor, as per Annexure- IV	

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सर्व हरियाणा ग्रामीण बैंक
Sarva Haryana Gramin Bank
(Govt. of Haryana Undertaking)

H.O.: SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana)
Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Company)

Date:

Place:



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[Signature] [Signature]



सर्व हरियाणा ग्रामीण बैंक
Sarva Haryana Gramin Bank

(Govt. of India Undertaking)

(Govt. of India Undertaking)

संयोजक (पंजाब, उत्तरांचल, हरियाणा)



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Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

Annexure: III

**Undertaking for Not being Blacklisted
(To be provided on letter head of the Bidder's Company)**

To

The General Manager
Sarva Haryana Gramin Bank
H O Marketing Division
SHGB House, Plot No. 1,
Sector-3, Rohtak-124001 (Haryana)

Sir,

**Reg: Request for Proposal from Companies for Social Media Management of the Bank
Dated: XX.XX.2023**

We M/s _____, a company incorporated under the company's act, 1956 with its headquarters at, do hereby confirm that we have not been blacklisted/ debarred by the Government/Government agency/Banks/Financial Institutions in India.

This declaration is being submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,

Yours faithfully,

Signature of Chartered Accountant/ Company secretary Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Date: _____

Place: _____





सर्व हरियाणा ग्रामीण बैंक
Sarva Haryana Gramin Bank

(सरकारी सहायता का उद्योग)

(Govt. of India Undertaking)

प्रायोजक: पंजाब नेशनल बैंक



Sponsored by: Punjab National Bank

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Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

Annexure: IV

LITIGATION CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

To

The General Manager
Sarva Haryana Gramin Bank
H O Marketing Division
SHGB House, Plot No. 1,
Sector-3, Rohtak-124001 (Haryana)

Sir,

Reg: Request for Proposal from Companies for Social Media Management Dated XX.XX.2023

This is to certify that M/s _____, a company incorporated under the company's act, 1956 with its headquarters at _____, is not involved in any litigation which threatens solvency of the company.

Date: _____

Place: _____

Signature of Chartered Accountant/ Statutory Auditor

Name of CA/ Statutory Auditor:

Seal of Company: Designation:

Email ID:

Mobile No:

Telephone No.:

UDIN:



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 Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

Annexure: V

Bidder Turnover & Profits
 (To be submitted on Company's Letter Head)

RFP Ref. No. SHGB/HO/

Dated:

Name of the Bidder Company / Firm:

Details of turnover and profit for last 3 financial years:

Sr. No	Financial parameters of the bidder Business Results	Annual Turnover (INR)		Profit/Loss (INR)	Net Worth (INR)
		Gross turnover	Tech/Digital turnover		
1.	2020-21				
2.	2021-22				
3.	2022-23				
<p><i>Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)</i></p>					

The firm/company should have achieved minimum annual turnover of Rs.1 crore from the Tech/digital business for its Indian operations during preceding 3 financial years i.e. F.Y. 2020-21, 2021-22 & 2022-23. (Certificate from Chartered Accountant to be attached)

Also, copies of audited Balance Sheet and Profit & Loss accounts for the years 2020-21, 2021-22, 2022-23 should be submitted along with this Annexure (Unaudited balance sheet may be submitted for the F.Y. 2022-23 only but supported by Chartered Accountant certificate.

Certified By:

Seal & Signature of Authorized Signatory
 (Chartered Accountant) (For Bidder)

Place:

Date:

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CRITERIA AND WEIGHTAGE TABLE

Sr. No	Technical Parameters & Criteria	Weightage	Allocation
1	Experience in Social media management for Enterprises/Company. Note: Bidder is required to submit the experience letter on their client's letter head, stating that since when till which date (Contract period) the services are being delivered to the client by the bidder.	10	
	5 years and above		10
	3 years but less than 5 Years		7
	Less than 3 Years		5
2	Experience on number of projects till date. Note: Bidder is required to submit an acknowledgement from their client on the client's letter head stating that the bidder has been providing ___ no. of project of digital marketing or social media marketing services.	10	
	10 or more projects		10
	8-9 Projects		8
	5 to 7 Projects		6
	2 to 4 Projects		3
	1 Project		1
3	Retention duration of projects. Handling Social Media Projects consistency for longer duration shows the Quality work and delivery. Note: Bidder is required to submit the experience letter on their client's letter head, stating that since when till which date (Contract period) the services are being delivered to the client by the bidder.	10	
	Retention period of project is more than 4 years		10
	Retention period of project is more than 3 years		8
	Retention period of project is more than 2 years		6
	Retention period of project is more than 1 year		4
	Total	30	

S. No	Presentation Parameters & Criteria	Weightage	Allocation
1	Creating a demo social media creative/video for Bank's any of the loan product. details of loan product can be taken from website. Tender committee will evaluate the performance	10	
2	Power Point presentation (15mins) describing the strategy of social media marketing for SHGB. Tender committee will evaluate the performance	10	
	Total	20	



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(On Letterhead of Bidders) Annexure: VII

Bidder's Information

1. Bidder's Name :
2. Constitution and year of establishment :
3. Registered Office/Corporate office Address :
4. Mailing Address :
5. Name and designations of the persons authorized to make commitments to the Bank:
6. Telephone, Fax, e-mail :
7. Name & Addresses of Directors/Promoters :
8. Description of business, service profile & client profile :

DECLARATION:

We hereby declare that the information submitted above is complete in all respects and true to the best of our knowledge. We understand that in case any discrepancy or inconsistency or incompleteness is found in the information submitted by us, our application is liable to be rejected.

Note: Details provided above must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Seal and Signature of Authorized Signatory

Name of Signatory:

Designation:

Date:

Place:

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by *[Handwritten name]*

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सर्व हरियाणा ग्रामीण बैंक Sarva Haryana Gramin Bank

H.O.: SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana)

Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

Financial Bid

Annexure-VIII

(To be quoted on Gem Portal only)

Sr. No.	Services	Frequency	Price to be Quoted by Vendor Including GST(INR)
1	To provide 2 videos (30-60sec) per week advertising/publishing Bank's Name and content to be provided at moment.	Monthly	Rs.....Per month
2	To provide 5 Pics per week advertising/publishing Bank's Name and content to be provided at moment.		
3	These contents to be posted at Facebook, Instagram, Twitter & What's app etc.		
4	Company will manage the profile, inbox, messages & comments etc.		

- L1 Vendor will be decided on the Rate per month to be Quoted by the Vendor for the above mentioned service.

Following charges must also be quoted by the bidders and will be negotiable between the L1 Bidder and the Bank:

Sr. No.	Services	Unit	Rate
1	To provide 1 video (30-60sec) advertising/Publishing Bank's Name and content to be provided on Demand.	1	
2	To provide 1 pic advertising/Publishing Bank's Name and content to be provided on Demand.	1	

The tentative quantity of the services required by the Bank as mentioned above may increase or decrease at the time of final order.

- Bidder will plan Monthly/Quarterly and will be responsible for creation of social media cover page creatives as per the theme and requirements.
- The charges should be quoted inclusive of all taxes, duties levies etc.
- Financial Bid is not to be submitted along with the technical bid documents, otherwise the bid shall be summarily rejected.

Place:

Date:

Designation:

Signature with firm's stamp/seal

Name:



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APPENDIX-1

AUTHORIZATION LETTER FORMAT (FOR ATTENDING BID OPENING)

(To be presented by the authorized person at the time of Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

The General Manager
 Sarva Haryana Gramin Bank,
 H O Marketing Division
 SHGB House, Plot No. 1,
 Sector-3, Rohtak-124001 (Haryana)
 Ph.: 01262-243101

Email: homktshgb@shgbank.co.in

SUB: RFP for Social Media Marketing.

Dear Sir,

This has reference to your above RFP. Mr./Ms. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

Signature
by *Sam*

Signature





H.O.: SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana)

Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

APPENDIX-2

FORM OF BOARD RESOLUTION

CERTIFIED TRUE COPY OF THE MEETING OF THE BOARD OF DIRECTORS OF [BIDDER] HELD ON _____ AT _____.

*RESOLVED THAT, _____ and _____, Directors/Officers of [Bidder], whose specimen signatures appear below, be and are hereby jointly and severally authorized, to do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid and finalization of our tie-up with the **Sarva Haryana Gramin Bank ("Bank")**, in response to the Request For Proposal dated _____ issued by the Bank, on behalf of the Company, including but not limited to signing and submitting all applications, Bids and other documents and writings, participating in Bidders' and other conferences and providing information/responses to the Bank, representing the Company in all matters before the Bank and generally dealing with the Bank in all matters in connection with or relating to or arising out of our Bid and the Bid process and is authorized to negotiate and conclude the tie-up.

Specimen signature _____

Name:

Designation:

Specimen signature _____

Name:

Designation:

Certified true copy for and on behalf of [Bidder]

Signature of the Authorized Person with date

Name of the Authorized Person

Company rubber stamp/seal



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APPENDIX-3

INTEGRITY PACT

To,
The General Manager
Sarva Haryana Gramin Bank,
H O Marketing Division
SHGB House, Plot No. 1,
Sector-3, Rohtak-124001 (Haryana)
Ph: 01262-243101
Email: homktshgb@shgbank.co.in

Subject: Submission of bid for Social Media Marketing.

Dear Sir,

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

I/We agree that the RFP (Request for Proposal) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of Bid documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the RFP.

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

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

Yours faithfully

(Duly Authorized Signatory of the Bidder)

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Sarva Haryana Gramin Bank)





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Appendix-4

Non- Disclosure Agreement

This Confidentiality-cum-Nondisclosure Agreement (herein after referred to as 'Agreement') is entered into at Rohtak on this _____ day of _____ 2022,

Between

M/s _____, a company registered under meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called 'Vendor');

And

Sarva Haryana Gramin Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at PLOT NO.-1, SHGB HOUSE, Sector 3 (P), Rohtak, Haryana 124001 (herein after referred to as 'Bank').

Vendor and the Bank shall hereinafter jointly be referred to as "Parties" and individually as a "Party".

WHERE AS: -

- I. Vendor inter-alia is engaged in the business of providing; IT related solutions & services to various business entities in India.
- II. The Bank has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to" ("the Purpose") as more particularly described in Purchase Order no Ref: _____ Dated _____, issued by the Bank in favour of M/s. _____

The Vendor and the Bank would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Service Level Agreement dated _____ (hereinafter referred to as 'Agreement'). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets, confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates, associates, joint ventures partners, sub- contractors and subsidiaries, the

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Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

NOW THIS AGREEMENT WITNESS:

1. Interpretation

In this Agreement "**Confidential Information**" means

- a) As used in this Agreement, the term 'Confidential Information' shall not be limited to all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of any appropriate prominently placed Confidential stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, confidential stamp or legend, shall constitute confidential information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such confidential information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.
- b) The term 'confidential information' shall include all written or oral information (including information received from third parties that the 'Disclosing Party' is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.
- c) Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the "Disclosing Party".

2. Confidentiality

Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder, the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. use the Confidential Information for any purpose other than evaluating, preparing,

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considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or

- III. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.

The Receiving Party also agrees and accepts that it may endeavor:

- a) use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- b) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- c) limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- d) upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

3. Non-Disclosure of Proprietary / Confidential Information

For the period during the Agreement or its renewal, the Recipient will:

- a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others
- b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the same degree of care and responsibility, with which it protects its confidential information of similar importance and nature; and
- c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient



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- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that, the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all written Confidential Information including drawings, documents and other tangible manifestations of Proprietary Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof for analyses, compilations, notes, studies, memoranda etc.) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party without any extra cost/charge or with the consent of the other party, destroy the Proprietary Information of the other party all Confidential Information of disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof. The receiving party shall provide a written certification of such return or destruction by the authorized representative of the disclosing party.

6. Communications

Written communications requesting or transferring Proprietary/Confidential Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing).

7. Term

The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Confidential Information) will be valid for perpetual basis from the date of execution of Service Level Agreement which term may be extended by mutual consent in writing of both the parties. This Agreement may be terminated by the BANK by giving thirty (30) days' notice in writing to the other party without assigning any reason whatsoever. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialise into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non-Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement.

Nothing herein contained shall be construed as a grant by implication, estoppels, or otherwise or a license by either party to the other to make, have made, use or sell any product using confidential information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right, etc covering same.

8. Damages

- a) Both parties acknowledge that the Confidential Information coming to the knowledge of the Marketing & Insurance Division-SHGB-REP-SMM

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other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardise or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.

- b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.
- c) Each party agrees to indemnify the other against loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
- e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

9. Permitted disclosure

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

10. Ownership of Information

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

11. No Representation

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified



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herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

12. Remedies and Relief

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing

Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its penalty, cost and expenses including Advocate's fees.

13. No Assignment

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

14. Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

15. Notices

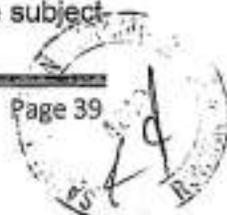
Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

16. Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

17. Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi.





18. Indemnity

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims etc. incurred by the Disclosing Party as a result of a breach of this Agreement.

19. Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

20. Arbitration & Governing Law

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act of 1996 by a sole arbitrator appointed by the Bank. The Arbitration conducted under the Arbitration and Conciliation Act, 1996. The Arbitration shall be held in Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

This Agreement will be governed by Indian laws. Subject to clause on Arbitration above, The Courts of Delhi shall have exclusive jurisdiction to the extent the judicial intervention is permitted by the Arbitration and Conciliation Act, 1996.

21. Miscellaneous

- This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties
- This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns
- The Agreement shall be construed and interpreted in accordance with the laws Prevailing in India.
- Each party will bear its own costs in connection with the activities undertaken in Connection with this Agreement.
- Nothing in this Agreement is intended to confer any rights/ remedies under or by Reason of this Agreement on any third party.
- This Agreement supersedes all prior discussions and writings with respect to the confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be struck off from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. The confidentiality terms of the Service Level Agreement and of this Agreement shall be construed harmoniously. However, in case of inconsistency, the terms, having wider ramifications, shall prevail.

22. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.



सर्व हरियाणा ग्रामीण बैंक
Sarva Haryana Gramin Bank

(सरकारी संस्थान का वाहन)

(Govt. of India Undertaking)

प्रायोजक : पंजाब नेशनल बैंक



Sponsored by: Punjab National Bank

H.O.: SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana)

Ph.: 01262-243101 Email: homktshgb@shgbank.co.in

In witness where of, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned here in above

1. For and on behalf of Sarva Haryana Gramin Bank

Witness:

2. For and on behalf of (Name of the Company)

Witness:

Email id:

Mobile no:

Telephone No:

Seal of Company



[Handwritten signatures and initials]



H.O.: SHGB House, Plot No. 1, Sector-3, Rohtak-124001 (Haryana)
Ph.: 01262-243101 Email: homktshgb@shgbank.co.in
(On letter Head of the Company/Firms)

APPENDIX-5

DECLARATION

- All the information furnished by us here in above is correct to be best of our knowledge and belief.
- We have no objection if enquiries are made about the work listed by us in the accompanying sheets/Annexure.
- We agree that the decision of Sarva Haryana Gramin Bank in selection process will be final and binding on us.
- We confirm that we have not been barred / blacklisted / disqualified by any regulators / statutory body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Bank.

Place:

Signature of the Applicant

Date:

Name and Designation

Seal of Organization

[Handwritten signatures and stamps]