



**Request For Proposal (RFP) for engagement of an agency for
Digital Marketing for APCOB**

**The Andhra Pradesh State Cooperative Bank Ltd.,
(State Partnered Scheduled Bank)**

APCOB Brand Transformation Cell (ABTC)
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INDEX

<i>Sl. No.</i>	<i>Particulars</i>	<i>Page No.</i>
Part 1 Introduction		
1	Invitation To Bid	5
2	Disclaimer	6
3	Definitions	8
4	Overview	9
5	Purpose Of Engagement	10
6	Scope Of Work	11
7	Eligibility And Technical Criteria	11
8	Cost Of Bid Document	12
9	Clarification And Amendments on RFP/Pre-Bid Meeting	12
10	Contents Of Bid Documents	13
11	Earnest Money Deposit (Emd)	14
12	Bid Preparation & Submission	15
13	Deadline For Submission of Bids	17
14	Modification And Withdrawal of Bids	17
15	Period Of Validity of Bids	18
16	Bid Integrity	18
17	Bidding Process/Opening of Technical Bids	19
18	Technical Evaluation	20
19	Evaluation Of Price Bids and Finalization	21
20	Contacting The Bank	22
21	Award Criteria	22
22	Powers To Vary or Omit Work	23
23	Waiver Of Rights	24
24	Contract Amendments	25
25	Apcob's Right on Bids	25
26	Performance Bank Guarantee	25
27	Penalties	26
28	Right To Verification	26
29	Purchase Price	26
30	Right To Audit	27
31	Subcontracting	28
32	Validity Of Agreement	29
33	Limitation Of Liability	29
34	Confidentiality	30

35	Delay In the Service Provider’s Performance	30
36	Obligations Of the Selected Agency (Successful Bidder)	31
37	Patent Rights / Intellectual Property Rights (Ipr):	32
38	Liquidated Damages	33
39	Conflict Of Interest	33
40	Fraud & Corrupt Practices	35
41	Termination For Default	36
42	Force Majeure	38
43	Termination For Insolvency	39
44	Termination For Convenience	40
45	Dispute Resolution	40
46	Governing Language	41
47	Applicable Law & Jurisdiction	41
48	Taxes And Duties	41
49	Tax Deduction at Source (Tds)	42
50	Tender/Bid Fee	42
51	Exemption From Emd	43
52	Notices	44
53	Terms Of Payment	44
54	<u>Other Information</u>	45
55	Business Rule Document	46
	Part 2 Schedule of Events.	
56	Schedule Of Events	50
	Part 3 - Annexures	
A	Bid Form (Technical Bid)	53
B	Bidder’s Eligibility Criteria	57
C	Technical Evaluation Criteria	61
D	Bidder Details	64
E	Scope Of Work	66
F	Commercial Bid Format	70
G	Format For Emd Bank Guarantee	74
H	Performance Bank Guarantee Format	77
I	Penalties	81
J	Non-Disclosure Agreement	82
K	Pre-Bid Query Format	87
L	Pre-Contract Integrity Pact	88
M	Service Level Agreement (Sla)	93
N	Declaration-Cum-Certificate: No Overdues	96

O	Annexure – O	97
P	Auditor Certificate	98
Q	Litigations Pending	99
R	Format Of Certificate Under General Financial Rules (Gfrs), 2017	100
F1	List Of Eligible Awards	102
F2A	List Of Clients of The Agency	104
F2B	List Of Clients (Bfsi Sector) Of the Agency	105
F3	Declaration-Cum-Certificate	106

PART 1

1. INVITATION TO BID

- i. **The Andhra Pradesh State Cooperative Bank Ltd.** (hereinafter referred to as 'APCOB' and/or 'the Bank'), a **State-Partnered Scheduled Bank**, having its Head Office at Vijayawada, Andhra Pradesh, and various other establishments including the Corporate Training Institute, Branches and other Related establishments across the State, which are under its control or part of its organizational structure, invites proposals through this Request for Proposal (RFP) for **engagement of an agency for Digital Marketing and Social Media Management**. The scope includes planning, execution, and monitoring of digital branding and communication activities to enhance APCOB's presence and engagement across digital platforms.
- ii. In order to meet the Services requirements, the Bank proposes to invite online bids from eligible agencies to undertake and provide services as per details/**Scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. **Bidder** shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **Annexure-B** of this RFP and is willing to provide the Services as required in this RFP. The interested **Bidders**, who agree to all the terms and conditions contained in this RFP, may submit their **physical Bids in sealed envelopes at the Head Office of APCOB**, as per the instructions provided in this RFP. **Consortium bidding is not permitted** under this RFP.
- iv. The purpose behind this RFP is to seek a detailed technical proposal and commercial bid for engagement of an agency to provide digital marketing and social media management services as outlined in this RFP.
- v. This document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

- vi. Interested Bidders are advised to go through the entire document carefully before submission of their Bids to avoid any chance of elimination. Eligible Bidders desirous of providing services to **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** are invited to submit their technical and commercial proposals in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and the subsequent selection of the successful Bidder will be entirely at the discretion of the Bank.
- vii. This RFP seeks proposals from Bidders who possess the necessary experience, capability, and expertise to provide the required digital marketing and social media services in alignment with APCOB's strategic and operational objectives as outlined in this document.

2. DISCLAIMER.

- i. The information contained in this RFP document or information provided subsequently to Bidder(s), whether verbally or in documentary form/email by or on behalf of **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)**, is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by **APCOB**, but an invitation to receive responses from eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist in the preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information contained in this RFP and, where necessary, obtain independent advice or clarifications. APCOB may, in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP.

- iv. APCOB, 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 arising in any way for participation in this bidding process.
- v. APCOB 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.
- vi. The issue of this RFP does not imply that APCOB is bound to select a Bidder or engage an agency for the proposed services, and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. 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 respects will be at the Bidder's risk and may result in rejection of the Bid.
- viii. The successful Bidder shall be required to enter into and execute APCOB's standard contract/Service Level Agreement (SLA) as provided in Annexure-M, within 30 days from the date of issuance of the offer letter or within such extended period as may be decided by APCOB, along with the letter of acceptance, Non-Disclosure Agreement, and Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP, and strictly in the

format provided in Annexure-H, along with other terms and conditions as may be determined by APCOB for the due performance of the work in accordance with the Bid and its acceptance.

3. DEFINITIONS:

- i. **“Bank” and/or “APCOB”** means The Andhra Pradesh State Cooperative Bank Ltd., a State-Partnered Scheduled Bank, having its Head Office at Vijayawada, Andhra Pradesh, and various other establishments under its control, including the Corporate Training Institute, Regional Offices, and Branches located across the state of Andhra Pradesh, acting through its designated department responsible for Marketing, Branding, and Communications.
- ii. **“Agency/Agencies”, “Firm”, “Company”, “Applicant”, “Bidder”** means an eligible entity or firm submitting their proposal for providing digital marketing and social media management services to APCOB in accordance with this RFP.
- iii. **“Proposal” or “Bid”** means the submission of response to this Request for Proposal (RFP) in accordance with the terms and requirements set forth herein.
- iv. **“Contract/Agreement/SLA”** means the formal agreement entered into, in the format provided in Annexure – M and as approved by APCOB (including all attachments, appendices, and referenced documents), executed between APCOB and the selected/successful Bidder for the delivery of services under the terms and conditions defined in this RFP.
- v. **“The Contract Price/Project Cost”** means the total price payable to the selected Agency under the Contract for full and proper performance of its contractual obligations.
- vi. **“Services/Assignment/Job”** means all services, scope of work, and deliverables to be provided by the Bidder as described in this RFP, including but not limited to

content creation, digital strategy, media planning, campaign execution, analytics, reporting, and any other obligations outlined herein.

- vii. **“Day”** means an English calendar day.
- viii. **“RFP”** means this Request for Proposal issued by APCOB for the engagement of a Digital Marketing and Social Media Management Agency, in its entirety, inclusive of any corrigenda or addenda issued by APCOB from time to time.
- ix. **“Selected Bidder” / “Vendor” / “Supplier” / “Contractor” / “Service Provider” / “Selected Agency”** means the Bidder found eligible as per the eligibility criteria and selection process defined in this RFP, whose technical and commercial bids have been accepted, and to whom the Letter of Award has been issued by APCOB.

4. OVERVIEW:

- i. **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** is a State-Partnered Scheduled Bank and a key pillar of the cooperative credit structure in Andhra Pradesh. With its Head Office in Vijayawada, APCOB operates a well-established network of Regional Offices, Branches, and affiliated District Cooperative Central Banks (DCCBs) across the state. The Bank offers a broad spectrum of products and services catering to agricultural, rural, retail, and MSME sectors. APCOB plays a pivotal role in financial inclusion and rural development, delivering services through both physical branches and digital channels such as mobile banking, ATM networks, and electronic fund transfer systems.
- ii. APCOB is a trusted financial institution among the farming and cooperative communities of Andhra Pradesh. To enhance its visibility and customer engagement across digital platforms, APCOB aims to revamp its marketing approach by leveraging modern digital channels. The Bank seeks to strengthen its brand perception by adopting innovative, inclusive, and customer-centric digital

communication strategies. This includes reaching diverse customer segments—from farmers and SHGs to youth and urban cooperative members—across the state. To that end, APCOB intends to engage a competent and experienced agency for Digital Marketing and Social Media Management.

- iii. For the above-stated purpose, APCOB invites proposals/bids from reputed and qualified Agencies for rendering the services as outlined in this RFP.
- iv. The proposals/bids submitted will form the basis for a formally signed contract between APCOB and the selected Agency.
- v. Agencies shall bear all costs associated with the preparation and submission of their proposals. APCOB is not bound to accept any or all proposals/bids and reserves the right to annul the selection process at any stage, without assigning any reason or incurring any liability. APCOB also reserves the right to re-issue the RFP if deemed necessary.
- vi. APCOB may, at its sole discretion and without being under any obligation to do so, update, amend, clarify, or supplement the information contained in this RFP. APCOB also reserves the right not to shortlist or appoint any agency in connection with this RFP, without assigning any reasons.

5. PURPOSE OF ENGAGEMENT

- i. **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** is looking to engage a Digital Marketing Agency on a **Retainership Model**, and not on agency commission. The selected agency will be responsible for managing APCOB's digital presence across all digital and social media channels. This includes, but is not limited to, creative asset development, video content creation, campaign planning and execution, digital content management, and

online reputation management, all in line with the scope of work defined in this RFP.

- ii. The agency should be reputed, highly regarded, and well-recognized within the digital marketing industry in India, with proven experience of working with leading brands or institutions. The selected Digital Marketing Agency will be appointed on a retainership basis for an initial period of one year, which may be extended further at the sole discretion of APCOB based on performance and mutual agreement. APCOB reserves the right to engage one or more agencies for the entire or partial scope of work mentioned in this RFP.

6. SCOPE OF WORK: As given in Annexure-E of this document

7. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. The bid is open to all **Indian Bidders** who meet the eligibility and technical criteria specified in **Annexure-B** and **Annexure-C** of this RFP. The Bidders must submit documentary evidence supporting their eligibility as mentioned in this RFP.
- ii. No Bidder or its associate shall submit more than one bid for this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another bid either independently or through another associate.
- iii. The Bidder shall also submit a **Pre-Contract Integrity Pact** along with the Technical Bid, in the format prescribed by the Government of India (Annexure-L), duly signed on all pages and witnessed by two persons. The agreement must be stamped as per applicable laws of the executing state. Bids submitted without the Integrity Pact in the required format will be summarily rejected.
- iv. **Only Indian entities are eligible to participate in this RFP.** APCOB will not engage with any Bidder, agency, or contractor that is based outside India or has

foreign control or ownership. Foreign firms, their subsidiaries, agents, or joint ventures with foreign entities are **not eligible** to apply under this RFP.

- v. Sub-contracting of works to any agency or contractor is strictly prohibited.
- vi. The Bidder must submit a **self-declaration** in the format provided in **Annexure-R**, confirming that they are an Indian entity and that no part of their ownership, control, or management is with any foreign country or foreign-based entity. This declaration must be signed by the Bidder and witnessed by two persons. Bids without this certificate will be rejected without further consideration.

8. COST OF BID DOCUMENT:

- i. The participating Bidders shall bear all costs associated with or relating to the preparation and submission of their Bids. This includes, but is not limited to, expenses for documentation, copying, postage, delivery, and any costs incurred for demonstrations or presentations required by the Bank. **APCOB shall not be responsible or liable in any manner whatsoever for such costs, regardless of the outcome of the bidding process.**
- ii. **No fee is payable for this RFP.**

9. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidders requiring any clarification on the contents of this RFP document may submit their queries in writing, **strictly in the format provided in Annexure-K**, to the email address mentioned below, within the date and time specified in the **Schedule of Events**.
- ii. Communication Details:
 - a. **Email:** abtc@apcob.org
 - b. **Contact Persons:**

- a. Sri. Vamsi Bonu, Manager (Scale I), 9494475533 – Level 1.
- b. Sri. Villa Varun, Assistant General Manager, 9441436226 – Level 2.
- iii. A **Pre-Bid Meeting** will be held as per the date and time indicated in the **Schedule of Events**. Authorized representatives of interested Bidders are encouraged to attend.
- iv. Bidders may raise queries on any clause of the RFP. Such queries must be sent only via email to abtc@apcob.org using the prescribed format in **Annexure-K** before the cutoff date and time mentioned in the RFP Schedule. Queries received after the deadline will not be entertained.
- v. Responses to the queries (without disclosing the source) will be shared with all Bidders either via email or published on APCOB's official website.
- vi. APCOB reserves the right to amend, rescind, or reissue this RFP at any stage before the deadline for bid submission. Any modifications will be communicated to all interested Bidders via corrigendum/addendum. Bidders are advised to regularly check APCOB's official website and their registered email for updates. APCOB shall not be held responsible for any oversight by the Bidders in this regard.
- vii. No request for changes in the commercial or legal terms and conditions shall be entertained, except as explicitly clarified or amended by APCOB through official corrigenda or responses.
- viii. Queries received after the stipulated deadline shall not be acted upon or responded to.

10. CONTENTS OF BID DOCUMENTS:

- i. The Bidder is expected to thoroughly study, analyze, and fully understand the contents of this RFP document, including the intent, implications, and the scope of information contained herein.

- ii. Failure to furnish all required information or submission of a bid that is not in full compliance with the terms and conditions of this RFP shall be at the Bidder's own risk and may result in outright rejection of the Bid. **APCOB** has made every effort to ensure the accuracy and clarity of the information provided in this RFP, which is intended solely as a guide to the Bidders.
- iii. The bid prepared by the Bidder, and all correspondences and documents exchanged between the Bidder and **APCOB**, including supporting documents and printed literature, must be submitted **in English** only.
- iv. All information, documentation, and materials submitted by the Bidders in response to this RFP shall become the property of **APCOB** and will not be returned. Incomplete or ambiguous information in the bid documents may lead to non-consideration of the proposal.

11. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish an Earnest Money Deposit (EMD) for the amount and validity period specified in **Part II** of this RFP document.
- ii. The EMD is intended to safeguard the interests of **APCOB** against the risk of the Bidder's non-compliance with the RFP terms.
- iii. The EMD shall be submitted in the form of a **Demand Draft, Pay Order, or Bank Guarantee** (as per the format provided in **Annexure-G**), issued by any **Scheduled Bank** in India (excluding **APCOB**), drawn in favour of **The Andhra Pradesh State Cooperative Bank Ltd.**, payable at **Vijayawada**.
- iv. Any bid not accompanied by the requisite EMD for the specified amount shall be rejected as **non-responsive**.
- v. The EMD of the unsuccessful Bidders shall be returned within **two (2) weeks** from the date of finalization of the bid process.

- vi. The EMD of the **successful Bidder** shall be released only after the Bidder signs the Contract and furnishes the required **Performance Bank Guarantee (PBG)** for the amount and validity mentioned in **Part II**, strictly in the format provided in **Annexure-H**.
- vii. **No interest** shall be payable on the EMD amount under any circumstances.
- viii. The EMD may be **forfeited** by APCOB under the following conditions:
 - a. If a Bidder withdraws their bid during the bid validity period specified in this RFP;
 - b. If a Bidder makes any false or misleading statement or submits any falsified document at any stage prior to the signing of the contract;
 - c. If the successful Bidder fails to sign the Contract or submit the Performance Bank Guarantee within the stipulated time as specified in the RFP or the Work Order/Offer Letter.
- ix. If the EMD is forfeited under any of the aforementioned circumstances, the concerned Bidder may also be **debarred from participating in future RFPs** issued by APCOB, at the sole discretion of the Bank.

12. BID PREPARATION & SUBMISSION:

- i. The Bid is to be submitted in two parts—**Technical Bid** and **Commercial Bid**—in response to **RFP No: ABTC/RFP/2025-26/02 – V.1.0** for providing **Digital Marketing and Social Media Management Services to The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)**.
- ii. The following documents shall be uploaded (digitally signed by the authorized signatory) as part of the Technical Bid submission:
 - a. **Index** of all documents, letters, bid forms, etc., submitted in response to the RFP, along with page numbers.

- b. **Bid Covering Letter** / Bid Form as per **Annexure-A**, on Bidder's letterhead.
 - c. **Proof of EMD payment** or **original Bank Guarantee**, as specified.
 - d. Specific response with supporting documents for **Eligibility Criteria** (Annexure-B) and **Technical Evaluation Criteria** (Annexure-C).
 - e. All other **Annexures** as per the RFP.
 - f. A letter on the Bidder's letterhead that:
 - i. Details the EMD submitted, technical competence, and experience.
 - ii. Certifies the validity period of the Bid as per RFP terms.
 - iii. Confirms the Bidder has quoted for all items/services in the Commercial Bid.
 - iv. Declares agreement with all terms and conditions of the RFP.
 - v. Provides supporting documents against Annexure-B and C.
 - g. Bidder's details as per **Annexure-D**, on Bidder's letterhead.
 - h. **Audited financial statements** and **profit & loss accounts** as specified in **Part II**.
 - i. A **Board Resolution or Power of Attorney** authorizing the signatory to sign the Bid document.
- iii. **Indicative Commercial Bid** should contain only the pricing details for Digital Marketing and Social Media Services in accordance with **Annexure-F**. Prices should be quoted **in Indian Rupees only** and must include all cost components.
- iv. Bidders must take note of the following:
- a. Bidders must quote for the **entire package** on a **single responsibility** basis.
 - b. **Technical Bids must not contain any pricing information**. If found, such bids will be rejected.
 - c. Bids must be **complete**, signed by the authorized representative, and stamped. A valid **Board Resolution** authorizing the representative must be attached.

- d. Bids will be rejected if only one part—either Technical or Commercial—is received.
- e. **Prices shall remain fixed** for the period specified in **Part II** and shall not be subject to any variation, including tax fluctuations. Bids with adjustable pricing will be rejected as **non-responsive**.
- f. APCOB may, at its discretion, seek clarifications from the Bidder. However, no changes in the submitted Bid or quoted prices will be permitted.
- g. Bidders must provide **specific and factual responses** to all RFP requirements.
- h. APCOB reserves the right to reject any bid **not conforming** to the above requirements.

13. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be received by **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** on or before the date and time specified in the **“Schedule of Events”** section of this RFP.
- ii. If the specified last date for submission of bids is declared a **public holiday** for APCOB, bids will be accepted until the same appointed time on the **next working day**.
- iii. In the event APCOB extends the deadline for submission of bids, Bidders shall submit their proposals on or before the **revised date and time**. All other terms and conditions of the RFP shall remain unchanged.
- iv. Any bid received **after the deadline** prescribed for submission will be **rejected** and returned to the Bidder **unopened**.

14. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. A Bidder may modify or withdraw its Bid after submission, provided that **written notice** of the modification, substitution, or withdrawal is received by **APCOB prior to the deadline** for submission of Bids.
- ii. **No modification** of the Bid shall be permitted **after the deadline** for submission.
- iii. No Bid shall be withdrawn during the period between the **Bid submission deadline** and the **expiration of the Bid validity period** as specified in the Bid Form. Any withdrawal during this period may lead to **forfeiture of the EMD** submitted by the Bidder.
- iv. Any withdrawn Bids will be returned **unopened** to the respective Bidders.

15. PERIOD OF VALIDITY OF BIDS:

- i. Bids shall remain valid for a period of **45 days** from the **last date of bid submission**. Any Bid with a shorter validity period shall be treated as **non-responsive** and is liable to be rejected by **APCOB**.
- ii. In exceptional circumstances, APCOB may request the Bidder's consent to **extend the Bid validity period**. Such requests and responses shall be made in **writing**. Bidders are free to decline such requests, and in such cases, their **EMD shall not be forfeited**. However, an extension of bid validity shall **not entitle the Bidder to revise or modify** the submitted Bid in any manner.
- iii. APCOB reserves the right to **call for fresh quotations** at any time during the Bid validity period, if deemed necessary.

16. BID INTEGRITY:

- i. Willful misrepresentation of any fact within the Bid will lead to the **cancellation of the contract**, without prejudice to any other actions that **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** may initiate.

- ii. All submissions, including any accompanying documents, will become the **property of APCOB**. The Bidders shall be deemed to have **licensed and granted all rights to APCOB** to reproduce the whole or any portion of their Bid document for the purpose of **evaluation**, and to **disclose the contents** of the submission for **regulatory or legal requirements**.

17. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All **technical bids** received up to the specified date and time will be opened for initial evaluation on the date and time mentioned in the **Schedule of Events in Part II** of this document. The technical bids will be **opened physically at the Head Office of APCOB**, in the presence of the authorized representatives of the bidders who choose to attend.
- ii. In the first stage, only the **Technical Bids** will be opened and evaluated. Bidders who meet the **eligibility criteria** and agree to comply with **all terms and conditions** of this RFP will be assessed further against the **technical specifications and evaluation criteria**. Only Bidders who qualify in this stage will be **eligible for Commercial Bid opening** and further stages of the evaluation process.
- iii. APCOB will examine the Bids to determine whether they are **complete**, whether the required **formats and documents** have been furnished, whether the documents are **duly signed**, whether the **EMD** has been submitted in the required form, amount, and validity, and whether the bids are **generally in order**. APCOB may, at its sole discretion, **waive minor non-conformities or irregularities** in a Bid that do not constitute material deviations.
- iv. Prior to detailed evaluation, APCOB will determine the **responsiveness** of each Bid. A responsive Bid is one that **conforms in full** to all the terms and conditions of the RFP, without **any material deviation**.

- v. APCOB's determination of a Bid's responsiveness will be based **solely on the contents** of the submitted Bid, without recourse to external explanations or documents.
- vi. After the opening and preliminary evaluation of the Technical Bids, **some or all Bidders may be invited to make presentations** on the services they propose to offer, as per APCOB's discretion.
- vii. Any Bid found to be **non-responsive** will be **rejected** by APCOB. Such Bids shall not be made responsive subsequently by correction of the identified non-conformities by the Bidder.

18. TECHNICAL EVALUATION:

- i. The **technical evaluation** will be conducted **only for those Bids** that are prima facie found to be **responsive**, complete in all respects, and where all required documents including **EMD, affidavits, and declarations** have been properly furnished. Before commencing technical evaluation, **APCOB** will verify whether the Bids are complete, whether any computational errors exist, whether all required information and formats are provided as prescribed, whether the documents are duly signed, and whether the Bids are generally in order. Bids that are not **substantially responsive** will be **rejected**.
- ii. Technical evaluation will include assessment of the **technical information** submitted as per the prescribed **Technical Bid format, demonstrations** of the proposed services, **reference checks**, and **site visits**, wherever deemed necessary. Bidders may highlight **noteworthy or superior features** of their proposed services. The Bidder must demonstrate and substantiate all claims made in their Technical Bid to the **satisfaction of APCOB**, including the **capability of the services** to deliver the required functionalities—**at their own cost**.

- iii. During the evaluation and comparison of Bids, **APCOB may seek clarifications** from Bidders, at its discretion. Any such request will be made in **writing or via email**, and no changes to the **Bid price or substance of the proposal** shall be permitted. **Post-Bid clarifications initiated by the Bidder** will not be entertained.
- iv. APCOB reserves the right to evaluate the Bids based on **technical and functional parameters**, which may include **on-site visits, presentations, demonstrations**, and verification of features, performance, and **response times** of the services being proposed.

19. EVALUATION OF PRICE BIDS AND FINALIZATION:

- i. Marks for Technical Evaluation will be awarded to the Bidders based on the criteria laid out in **Annexure-C** of this RFP.
- ii. Bidders who score **at least 50% marks** in the **Technical Evaluation (excluding presentation)** shall be **shortlisted for the presentation round**.
- iii. All shortlisted Bidders will be required to make a **presentation** before a committee constituted by **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** on a specified date and time. These presentations will be evaluated by the **same committee** based on predefined criteria.
- iv. Bidders who score **at least 50% marks in both Part A and Part B** of the Technical Evaluation (including the presentation) shall qualify for the **Commercial Bid Opening** stage.
- v. The final score for each eligible Bidder shall be computed using the **Techno-Commercial Evaluation** methodology detailed in **Annexure-F1**. The Bidder with the **highest final score** as per Annexure-F1 will be declared as the **successful Bidder**.

- vi. The successful Bidder must provide **price confirmation and detailed price breakup**, strictly in the format provided in **Annexure-F**, within **48 hours** of conclusion of the evaluation process. Failure to do so may result in **cancellation of the award, rejection of the Bid**, and **debarring** the concerned Bidder from participating in future RFPs/Tenders floated by APCOB.

20. CONTACTING THE BANK:

- i. No Bidder shall contact **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** on any matter related to its Bid **from the time of opening of the Bid until the Contract is awarded**.
- ii. Any attempt by a Bidder to **influence APCOB's decisions** regarding the evaluation of bids, comparison of proposals, or the awarding of the contract shall result in **immediate rejection** of the Bidder's proposal.

21. AWARD CRITERIA:

- i. **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** will notify the **successful Bidder** in writing, either by **letter or email**, that its Bid has been accepted. The selected Bidder must return a **duplicate copy** of this notification within **7 working days**, **duly accepted, signed, and stamped** by the authorized signatory as a token of acceptance.
- ii. The successful Bidder shall submit a duly signed **Non-Disclosure Agreement (if applicable)**, and a **Performance Bank Guarantee (PBG)** for the amount and validity period specified in **Part II**, strictly in the format provided in **Annexure-H**, along with unconditional acceptance of all terms and conditions of this RFP.
- iii. A **copy of the board resolution or power of attorney** authorizing the signatory to sign the acceptance letter, Contract, and NDA must be submitted.

- iv. The **notification of award** shall constitute the **formation of the contract** between APCOB and the successful Bidder.
- v. The successful Bidder shall be required to enter into a formal **Contract/Service Level Agreement (SLA)** with APCOB **within 15 days** of the award of the tender, or within such extended time as may be allowed by the Bank.
- vi. Until the execution of a formal contract, the RFP document, along with APCOB's notification of award and the Bidder's acceptance thereof, shall constitute a **binding agreement** between the Bank and the successful Bidder.
- vii. APCOB reserves the right to stipulate, at the time of contract finalization, any other relevant document(s) to be enclosed as part of the final agreement.
- viii. Failure by the successful Bidder to comply with any requirement or condition laid out in this RFP may result in **cancellation of the award** and **forfeiture of the EMD and/or Performance Bank Guarantee (PBG)**.
- ix. Upon issuance of the award, **EMDs of all unsuccessful Bidders** will be returned/discharged thereafter.

22. POWERS TO VARY OR OMIT WORK:

- i. No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as "variation") under the contract shall be undertaken by the **successful Bidder**, except as **directed in writing by The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)**. APCOB shall have full authority, at any time during the execution of the contract, to instruct the successful Bidder **in writing** to make such variations, without prejudice to the core contract. The successful Bidder shall execute such variations and shall be bound by the same conditions, as far as applicable, as though the said variations were part of the original contract documents.

- ii. If, in the opinion of the successful Bidder, any such variation may prevent fulfillment of any of their contractual obligations, they shall notify APCOB in writing, stating the reasons. APCOB shall, at its discretion, instruct the Bidder to proceed with an alternative variation or confirm the original instruction. If confirmed, the contractual obligations may be adjusted by **mutual agreement**, especially if the variation involves **substantial change or additional cost**. Any **agreed cost difference** arising from such variation shall be **added to or deducted from the contract price**, as applicable.
- iii. If, during the course of work, the successful Bidder receives instructions for altered, additional, or substituted work that—either at the time or subsequently—is considered by the Bidder to **require additional payment**, such claims must be **mutually agreed upon**, in accordance with the terms and conditions of the order.
- iv. If any changes or omissions are likely to result in a **reduction in cost**, the extent of reduction in the **contract price** shall be **mutually agreed in writing** before the successful Bidder proceeds with such changes. In the event of any **disagreement** regarding the reasonableness of the cost adjustment, the **decision of APCOB shall be final and binding**.

23. WAIVER OF RIGHTS:

- i. Each Party agrees that any **delay or omission** by the other Party in exercising any **right, power, or remedy** under this RFP shall **not be construed as a waiver** of such right, power, or remedy, or of any other rights, powers, or remedies. No waiver shall be valid unless it is **expressly made in writing** and **duly signed** by the Party granting the waiver.

- ii. Further, the **single or partial exercise** of any right, power, or remedy on any occasion shall not be construed as a **bar to the exercise or waiver** of the same or any other right, power, or remedy on any subsequent occasion.

24.CONTRACT AMENDMENTS:

- i. No variation in or modification of the terms of the Contract shall be made **except by a written amendment, duly agreed upon and signed by both parties** to the contract—**The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** and the selected Bidder.

25.APCOB'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- i. APCOB reserves the right to **accept or reject any Bid**, in whole or in part, or to **cancel the entire bidding process** and reject all Bids at any stage **prior to the award of the contract**, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the reasons for such action.

26.PERFORMANCE BANK GUARANTEE:

- i. The successful Bidder shall submit a **Performance Bank Guarantee (PBG)** for the amount and validity period specified in **Part II** of this RFP strictly in the format provided in **Annexure-H**. The PBG must be issued by a **Scheduled Commercial Bank**, other than **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)**, and shall be submitted **within the specified time** after receipt of formal intimation from APCOB regarding the final selection. The **Work Order** will be issued **only upon receipt of the PBG**.

- ii. The PBG is intended to **safeguard APCOB's interests** against risks arising from non-performance or non-compliance by the selected Bidder in delivering services as per this RFP, including breach of contract terms or obligations. APCOB reserves the right to **invoke the Bank Guarantee** in such circumstances.

27.PENALTIES:

- i. Penalties applicable for non-performance, delays, or breach of contract terms shall be as per the provisions detailed in **Annexure-I** of this RFP.

28.RIGHT TO VERIFICATION:

- i. APCOB reserves the right to **verify any or all statements** made by the Bidder in the proposal and to **inspect the Bidder's premises or operational facility**, if required, to assess the Bidder's capability to execute the scope of work effectively.

29.PURCHASE PRICE:

- i. The **total compensation** for all services to be provided by the Bidder under this RFP shall be quoted in the **Commercial Bid**.
- ii. Bidders must ensure that their quoted prices are **inclusive of all applicable taxes and duties** and remain **unaffected by tax changes** during the bid validity period.
- iii. **Applicable statutory deductions**, such as **TDS**, will be made at the time of invoice payments, as per prevailing law.
- iv. The **terms of payment** will be as specified in **Part II** of this RFP.
- v. Prices quoted shall be **firm and non-negotiable** during the entire contract period, regardless of any upward revision in duties, levies. If, during the contract period, there is any reduction in Government levies (e.g., GST Rates.) or any

discounts/rebates are announced on relevant services, the **Bidder shall pass on the full benefit** of such reductions or discounts to APCOB.

30. RIGHT TO AUDIT:

- i. The **Selected Bidder (Service Provider)** shall be subject to **annual audits** conducted by internal/external auditors appointed by **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)**, or inspections by APCOB, **The Reserve Bank of India (RBI)**, **National Bank for Agriculture and Rural Development (NABARD)**, or any other **regulatory/statutory authority**. These audits may cover **risk parameters** as defined by APCOB or the auditing authorities in relation to the **products and services** rendered under this RFP.
- ii. The Service Provider (including any **outsourced agents or sub-contractors**, if permitted by APCOB) shall **fully cooperate** with and **facilitate** such audits, including providing necessary **certifications** to APCOB. APCOB may also carry out its own expert assessments to evaluate the **security, controls, risk management, and governance systems** put in place by the Service Provider. \
- iii. All relevant information, documents, and data must be made available to the auditors.
- iv. **Audit costs** will be borne by APCOB, except in cases of audits conducted by **RBI, NABARD, or other regulatory authorities**. APCOB shall give the Service Provider at least **seven (7) days' prior written notice** for such audits, except where the audit is conducted by a statutory/regulatory authority. All audits shall be conducted during **normal business hours**.
- v. The Service Provider shall furnish **all relevant records, information, and data** as requested by the auditors.

- vi. If any **deficiencies** are found during the audit or in the certification provided by auditors with respect to agreed risk parameters, the Service Provider shall be responsible for **timely resolution** of the same. All relevant documentation evidencing such resolution must be submitted to APCOB, and the auditor shall **certify the closure** of each such deficiency.
- vii. The Service Provider shall, upon request by APCOB, furnish all relevant records, reports, and data to the Bank's auditors and/or inspecting officials of **APCOB, NABARD, RBI, or any regulatory/statutory authority**. APCOB reserves the right to call for and retain any relevant **audit, review, or compliance reports** prepared by or for the Service Provider in connection with the services provided under this RFP.

31.SUBCONTRACTING:

- i. As per the scope of this RFP, **subcontracting is prohibited**. However, if the successful Bidder later wishes to subcontract **any part of the work**, they must obtain **prior written permission** from **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)**. Granting such permission shall be entirely at the **discretion of APCOB**, and the Bank reserves the right to approve or deny such requests.
- ii. If subcontracting is permitted by APCOB, the **contracting Bidder shall remain fully responsible** for the performance and delivery of all services as per the terms of the contract, regardless of which entity actually performs the operations. The Bidder must also ensure that the subcontractor **complies with all applicable security, confidentiality, and performance obligations**. APCOB reserves the right to **obtain independent audit reports** on subcontracted work and may conduct **its own evaluation** of the subcontracting arrangement.

- iii. Successful Bidders shall **not subcontract any portion of the work** to a contractor from any country sharing a land border with India, unless such contractor is registered with the Department for Promotion of Industry and Internal Trade (DPIIT) under the Government of India's guidelines.
- iv. If subcontracting is permitted, the successful Bidder shall also submit a certificate in the following format:
- v. **Certificate Format:** "I have read and understood the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, and on subcontracting to contractors from such countries. I certify that this Bidder is not from such a country or, if from such a country, has been registered with DPIIT and will not subcontract any work to a contractor from such countries unless such contractor is also registered with DPIIT. I certify that the Bidder fulfills all requirements in this regard and is eligible to be considered." (*Wherever applicable, a valid certificate of registration with DPIIT must be attached.*)

32. VALIDITY OF AGREEMENT:

- i. The **Agreement/Service Level Agreement (SLA)** shall remain valid for the period specified in the **Scope of Work** section of this RFP. **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** reserves the right to **terminate the Agreement** as per the terms and conditions laid out in this RFP and/or the executed Agreement.

33. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of the **Service Provider** in respect of any claims, losses, costs, or damages arising out of or in connection with this RFP or the resultant Agreement, shall not exceed the **total Project Cost**.

- ii. Under no circumstances shall either party be liable for any **indirect, incidental, or consequential losses**, including but not limited to **loss of profit, business, or revenue**.
- iii. The above limitations shall not apply to the following:
 - a. Claims related to **infringement of third-party Intellectual Property Rights**, as covered under indemnity clauses;
 - b. **Damages arising from Gross Negligence or Willful Misconduct** on the part of the Service Provider;
 - c. **Breach of Confidentiality Obligations** by the Service Provider.
 - d. **Statutory or regulatory fines** imposed by Government or regulatory authorities (including RBI, NABARD, etc.) for non-compliance with applicable guidelines, provided such guidelines were communicated to the Service Provider.
 - e. **Definitions:**
 - i. *Gross Negligence* refers to reckless disregard or gross indifference to contractual obligations that leads to harm, and which a reasonable person would foresee.
 - ii. *Willful Misconduct* refers to intentional disregard of contractual provisions with foreseeable harmful consequences, excluding errors made in good faith.

34. CONFIDENTIALITY:

- i. Confidentiality obligations shall be governed by the **Non-Disclosure Agreement (Annexure-J)** and **Clause 15 of the Service Level Agreement (SLA)**, as appended to this RFP.

35. DELAY IN THE SERVICE PROVIDER'S PERFORMANCE:

- i. All services and deliverables shall be provided **within the timelines** stipulated in **Part II** of this RFP.
- ii. In the event of **anticipated delays**, the Service Provider must **promptly notify APCOB in writing**, detailing the reason(s), likely duration, and mitigation steps. APCOB may, at its discretion, grant a **time extension**, which will be recorded as an amendment to the contract.
- iii. Delays or performance defects may result in **penalties, liquidated damages, invocation of the Performance Bank Guarantee, and/or termination of the contract**, as laid down in relevant sections of this RFP.

36. OBLIGATIONS OF THE SELECTED AGENCY (SUCCESSFUL BIDDER):

- i. The Service Provider shall execute all contractual activities using **state-of-the-art methods**, economic efficiency, and with utmost professionalism to achieve the **performance standards** defined in the Contract.
- ii. The Service Provider shall work **closely with APCOB staff**, act within the authority delegated to it, and comply with **all instructions** issued by APCOB.
- iii. The Service Provider shall comply with **job safety standards** and shall **indemnify APCOB** against all claims, liabilities, or damages resulting from **accidents or loss of life** caused by its negligence or that of its personnel. APCOB shall have **no responsibility** in such cases.
- iv. The Service Provider shall be fully responsible for the conduct and management of **its personnel and any sub-contracted personnel (if permitted)**, and shall be held accountable for any **misconduct or breach**.
- v. The Service Provider shall treat as **confidential** all information and data related to **APCOB**, its operations, or clients, that is acquired during the course of executing its responsibilities. Such information shall **not be disclosed** to any third party.

without prior **written consent** from APCOB, in line with the **Non-Disclosure Agreement (Annexure-J)**.

37.PATENT RIGHTS / INTELLECTUAL PROPERTY RIGHTS (IPR):

- i. For any **licensed software or tools** used by the **selected Service Provider** in providing services to **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)**, the Service Provider must ensure it possesses **valid rights and licenses**, including the right to **sub-license (if applicable)** for outsourced or third-party components. Any violation of license terms or intellectual property rights (IPR) by the Service Provider or its subcontractors **shall not put APCOB at any legal, financial, or operational risk**. APCOB reserves the right to **audit the vendor's license usage** at any time.
- ii. The Service Provider shall, at its own expense and without limitation, **defend and indemnify APCOB** against any third-party claims relating to **infringement of intellectual property rights**, including but not limited to **patents, trademarks, copyrights, trade secrets, or industrial designs**, arising from the use of software, content, or any service components used or delivered under this RFP, whether in **India or abroad**.
- iii. The Service Provider shall take prompt action to **resolve or extinguish such claims** and shall retain full responsibility to **defend itself and APCOB** against any such claims. If APCOB is required to make **any payment or compensation** to a third party due to such infringement, the Service Provider shall bear the **entire liability**, including associated **legal, court, and litigation costs**.
- iv. APCOB shall **notify the Service Provider without delay** of any such claim, and shall **provide reasonable cooperation** to the Service Provider in defending the

claim. However, APCOB shall **not admit any liability or agree to any settlement** without prior written consent of the Service Provider.

38. LIQUIDATED DAMAGES:

- i. If the **Service Provider** fails to deliver or perform **any or all of the services** within the stipulated timelines specified in this **RFP or the Agreement**, **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** may, without prejudice to its other remedies under the RFP/Agreement, and unless an **extension of time has been granted in writing without invoking penalties**, impose **Liquidated Damages (LD)**.
- ii. APCOB may deduct an amount equivalent to **1% of the total Project Cost for each week or part thereof of delay**, subject to a **maximum of 10% of the total Project Cost**.
- iii. Once the maximum deduction limit of 10% is reached, APCOB reserves the right to **consider termination of the Agreement** and/or take any other remedial action as deemed appropriate.

39. CONFLICT OF INTEREST:

- i. The Bidder shall not have any **Conflict of Interest** that may affect the integrity or fairness of the bidding process. Any Bidder found to have a Conflict of Interest shall be **disqualified**, and **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** shall have the right to **forfeit the Bid Security and/or Performance Bank Guarantee**, as applicable. Such forfeiture shall be deemed a **genuine pre-estimate of loss and damage** suffered by APCOB due to time, cost, and effort incurred in considering the disqualified Bid, and **shall not be considered a penalty**, without prejudice to APCOB's other rights or remedies under the RFP or the Agreement.

ii. Without limiting the generality of the above, a Bidder shall be considered to have a **Conflict of Interest** if:

- a. The Bidder, its member, or Associate (or any constituent thereof) has common **controlling shareholders or ownership interest** with any other Bidder, its member, or Associate;
- b. *Exception:* This restriction does not apply where the direct or indirect shareholding is less than 5% of the paid-up and subscribed share capital. It also does not apply to ownership by banks, insurance companies, pension funds, or public financial institutions under **Section 2(72)** of the Companies Act, 2013.

Note on computation:

- i. If an intermediary is **controlled** by a person, its entire shareholding in another entity is counted towards that person's control.
- ii. If an intermediary is **not controlled**, only **proportional shareholding** is considered, provided the person owns at least 26% in the intermediary.
- c. A constituent of the Bidder is also a constituent of another Bidder.
- d. The Bidder, its member, or Associate has received or provided any **direct/indirect subsidy, grant, concessional loan, or subordinated debt** to or from another Bidder, its member, or Associate.
- e. The Bidder shares the **same legal representative** as any other Bidder for the purpose of this RFP.
- f. The Bidder has a relationship—direct or indirect—through a **common third party** with another Bidder that may enable access to information or influence over each other's Bids.
- g. The Bidder or any of its affiliates has served as a **consultant to APCOB** in the preparation of this RFP, including documents, specifications, or design.

h. For the purposes of this clause, **“Associate”** refers to any entity that **controls, is controlled by, or is under common control** with the Bidder. **“Control”** shall mean ownership of more than **50%** of the voting rights in case of a company or corporation, or the **power to direct management and policies** in case of non-corporate entities, either through law or contractual arrangements.

40.FRAUD & CORRUPT PRATICES:

- i.** The **Bidder and their respective officers, employees, agents, and advisers** shall maintain the **highest standards of ethics** throughout the bidding process. **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** reserves the right to **reject any proposal**, without being liable in any manner, if it is determined that the Bidder has—**directly or indirectly, or through an agent—engaged in corrupt, fraudulent, coercive, undesirable, or restrictive practices** during the bidding process.
- ii.** Without prejudice to APCOB's other rights, any Bidder found to have engaged in any of the above practices shall be **disqualified from participating in any future RFPs/EOIs** issued by APCOB for a **period of two (2) years** from the date of such determination.
- iii.** For the purpose of this clause, the following definitions shall apply:
 - a. Corrupt Practice:**
 - i.** Offering, giving, receiving, or soliciting—directly or indirectly—anything of value to influence the actions of any person involved in the bidding process; or
 - ii.** Employing or engaging, directly or indirectly, any **current or former official of APCOB** who has been associated with the bidding

process, the contract, or any related matter, within **one year** of their resignation, retirement, or cessation from APCOB.

iii. Engaging any person who is or has been a **legal, financial, or technical adviser** to APCOB in matters related to the project.

b. Fraudulent Practice:

i. Misrepresentation, suppression, or omission of facts to influence the bidding process.

c. Coercive Practice:

i. Harming or threatening to harm, directly or indirectly, any person or property to influence a party's participation or actions in the bidding process.

d. Undesirable Practice:

i. Contacting or lobbying any person associated with APCOB to influence the bidding process;

ii. Having a **Conflict of Interest** as defined in this RFP.

e. Restrictive Practice:

i. Forming a **cartel** or collusive arrangement with the intention of **limiting or manipulating fair competition** in the bidding process.

41. TERMINATION FOR DEFAULT:

i. **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** may, without prejudice to any other remedies available for breach of contract, **terminate the Agreement in whole or in part**, by giving a **written notice of not less than thirty (30) days**, in the following events:

- a. If the **Service Provider fails to deliver** any or all of the services within the time period specified in the RFP/Agreement, or within any extended timeline granted by APCOB;
 - b. If the Service Provider **fails to perform any other obligations** under the RFP/Agreement;
 - c. If there is a **violation of any terms or conditions** laid out in the RFP/Agreement;
 - d. On the occurrence of any **termination event** specified in the RFP/Agreement.
 - e. **Notice & Cure Period:** Before terminating under clauses (a) to (c), APCOB shall provide the Service Provider a **30-day written cure notice** to rectify the breach. If the breach remains unrectified after the cure period, APCOB reserves the right to proceed with termination.
- ii. In the event of termination due to the Service Provider's breach, APCOB may procure **similar services** from an alternative vendor, in a manner it deems fit. Subject to the **limitation of liability clause**, the **Service Provider shall be liable** for any **additional cost** incurred by APCOB in procuring such services. However, the Service Provider shall continue to perform all **non-terminated portions** of the contract.
 - iii. Upon termination (or expiry) of the Agreement, the Service Provider shall **hand over all deliverables**, including documentation, executable files, data, and any other material belonging to APCOB, in a **timely manner and in the format specified** in the RFP. The Service Provider shall also **cooperate with APCOB** in ensuring an orderly **transition** to another vendor or to APCOB's internal team.
 - iv. During the transition, the Service Provider shall provide **technical support and clarification** on ongoing services or implementations, as reasonably requested by APCOB.

- v. APCOB's right to terminate the contract is **in addition to other remedies**, including but not limited to, **penalties and liquidated damages** as specified in this RFP.
- vi. If the Service Provider fails to perform or the Agreement is terminated for any reason, APCOB, at its sole discretion, may **engage a new Service Provider** for the remaining work.
 - a. The existing Service Provider shall **continue rendering services** until the new Service Provider takes over fully.
 - b. The existing Service Provider shall provide **full assistance during the transition phase** at **no extra cost** to APCOB.
 - c. If transition services are required **beyond the contract term** for reasons **not attributable** to the Service Provider, APCOB will compensate the Service Provider at the **same rates and terms** as in the original Agreement.
 - d. If the existing Service Provider **fails in this obligation**, they shall be liable to pay a **penalty of 10% of the total Project Cost**, which may be recovered from pending invoices, the Performance Bank Guarantee, or via direct invocation of the Bank Guarantee.

42.FORCE MAJEURE:

- i. Notwithstanding any provision contained in this RFP or the resulting Agreement, **neither party shall be held liable** for any delay or failure in performance of its obligations **if and to the extent** that such delay or failure is caused by an event of **Force Majeure**.
- ii. For the purpose of this clause, **Force Majeure** shall include (but not be limited to): **war, insurrection, revolution, civil unrest, riots, terrorist acts, strikes, hartals, bundhs, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, acts of God (Vis**

Major), and acts of government or regulatory authorities in their sovereign capacity, which materially impair the ability of the **Service Provider and/or its permitted Subcontractors** to perform their obligations. *Note:* Force Majeure shall **not include** any **foreseeable events, commercial difficulties,** or events caused due to **negligence or willful default** by the party claiming Force Majeure.

- iii. If a **Force Majeure event occurs,** the **Service Provider shall promptly notify APCOB in writing,** stating the nature and expected duration of the event. Unless directed otherwise by APCOB, the Service Provider shall continue to perform its obligations **to the extent reasonably practical,** and shall use **all reasonable efforts** to find alternative means of fulfilling its obligations not affected by the Force Majeure situation.
- iv. If the Force Majeure situation continues beyond **thirty (30) days,** either party shall have the right to **terminate the Agreement** by giving written notice to the other party. Such termination shall not attract **any penalty or liability** on either side. However, the **Service Provider shall be entitled to receive payment** for all services actually rendered up to the **effective date of termination.**

43. TERMINATION FOR INSOLVENCY:

- i. **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** may terminate the Agreement at any time by issuing **written notice** to the **Service Provider** if:
 - a. the Service Provider becomes **bankrupt or insolvent,** or
 - b. any **insolvency, bankruptcy, or winding-up petition** is filed against the Service Provider by any party.
- ii. Such termination shall be **without compensation** to the Service Provider. However, it shall **not prejudice or affect any rights or remedies** accrued or that may accrue to APCOB thereafter.

44. TERMINATION FOR CONVENIENCE:

- i. APCOB may terminate the Agreement **at its sole discretion**, in whole or in part, **without assigning any reason**, by giving the Service Provider a **written notice of not less than ninety (90) days**.
- ii. The notice of termination shall clearly state:
 - a. That the termination is for **convenience**;
 - b. The **extent** to which the Service Provider's obligations are terminated;
 - c. The **effective date** of termination.
- iii. In such an event, the Service Provider shall be entitled to receive payment for the **services actually rendered** up to the effective date of termination.

45. DISPUTE RESOLUTION (APPLICABLE TO THE SELECTED BIDDER):

- i. All **disputes or differences** arising between APCOB and the selected Service Provider in connection with or out of the Agreement shall first be **attempted to be settled amicably** between the parties.
- ii. If the dispute remains unresolved, either party may seek **appropriate legal remedies** through **civil proceedings** before the **competent courts located in Vijayawada, Andhra Pradesh**, which shall have **exclusive jurisdiction** in all such matters.
- iii. Pending resolution of the dispute, the Service Provider shall **continue to fulfill contractual obligations**, unless directed otherwise by APCOB, or unless performance is not possible until final adjudication.
- iv. If the dispute is to be referred to **arbitration**, the arbitration shall be:
 - a. Conducted in **Vijayawada, Andhra Pradesh**;
 - b. Governed by the **Arbitration and Conciliation Act, 1996**, as amended;
 - c. Held in the **Telugu or English language**.

46. GOVERNING LANGUAGE:

- i. The governing language for all communications, documentation, and contractual obligations under this RFP and the resulting Agreement shall be **English**.

47. APPLICABLE LAW & JURISDICTION:

- i. The RFP and the resulting Agreement shall be **interpreted in accordance with the laws of the Union of India**.
- ii. All disputes shall be **subject to the exclusive jurisdiction of the competent courts at Vijayawada, Andhra Pradesh**, unless otherwise mutually agreed by both parties in writing.

48. TAXES AND DUTIES:

- i. The Service Provider shall be responsible for payment of all **corporate and income taxes** applicable as per the prevailing laws in India. The **price quoted in the Commercial Bid** shall be **inclusive of such taxes**.
- ii. Prices quoted must be **inclusive of all applicable Central/State Government taxes, duties, and levies**, including but not limited to GST, Service Tax, VAT/Sales Tax, Excise Duty, Customs Duty, and Octroi. Costs related to **incidental services** such as transportation, insurance, road permits, and freight must also be included in the commercial bid (**Annexure-F**).
- iii. Only the **specified taxes, duties, and levies** listed in **Annexure-F** will be reimbursed by APCOB on **actuals**, against submission of valid documentary evidence (such as original invoices). If any of these are replaced by **new legislation**, APCOB shall bear the revised tax liabilities accordingly. However, APCOB shall **not be liable** for any taxes or levies **not specified** in Annexure-F.

- iv. All prices agreed in the Contract shall remain **firm and fixed** during the contract period, irrespective of currency fluctuations, policy changes, or tax revisions. Any **fiscal benefits** arising out of **reduction in government levies**, such as customs duty or announced discounts, must be **passed on to APCOB** during the contract period.
- v. All **stamp duties, legal charges, and other expenses** incurred in the **execution of the Agreement** shall be **borne by the Service Provider**. The Agreement shall be **stamped as per the applicable Stamp Act in Andhra Pradesh**.

49. TAX DEDUCTION AT SOURCE (TDS):

1. Wherever applicable under Indian laws and regulations, **APCOB shall deduct tax at source (TDS)** from payments made to the **Service Provider**. The Bank will **remit such deductions to the appropriate government authority** and shall issue the necessary **TDS certificates** as per the prevailing legal provisions.
2. This clause shall **not relieve the Service Provider** from its responsibility to pay any applicable taxes on its **income and profits** earned from this contract.
3. The Service Provider's **staff, personnel, and labour** shall be personally liable to pay **income taxes** on their salaries and wages as per Indian tax laws. The **Service Provider shall ensure compliance** with all such obligations, including any **withholding or reporting duties** mandated by applicable laws.

50. TENDER/BID FEE:

- i. **No tender or bid fee** is payable by the Bidders for participating in this RFP process.

51. EXEMPTION FROM EMD:

- i. Micro & Small Enterprises (MSEs) and recognized Start-ups** are eligible for **exemption from submission of EMD**, provided the services being offered in the bid are **delivered directly by them**. **Note:** This exemption is **not applicable** if the services are proposed to be delivered by any third party on behalf of the bidder.
- ii. To avail this exemption, the bidder must submit supporting documents in physical form** along with the bid, as issued by competent Government authorities, as outlined below:
- iii. Bidders must note the following:**
 - a. The NSIC Certificate or Udyog Aadhaar Memorandum (UAM) should specifically cover the services tendered in this RFP.** The certificate/memorandum must be **valid on the due date or extended due date** of bid submission.
 - b. Start-ups must submit a valid Certificate of Recognition issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India, along with the Technical Bid.**
 - c. Start-ups not registered as MSEs shall not be eligible for exemption from EMD.**
 - d. Only those bidders who individually meet the eligibility criteria specified in this RFP and have valid MSE or Start-up recognition are eligible to claim the exemption.**
 - e. If any of the above conditions are not fulfilled, or if supporting documents are not submitted with the technical bid, the bid will be summarily rejected for non-submission of EMD, and no queries or representations will be entertained in this regard.**

52.NOTICES:

- i. Any notice given by one party to the other under this RFP/Contract shall be made in **writing** or sent via **fax/email** and **confirmed in writing** to the other party's registered address. The notice shall be deemed **effective upon delivery** or from the **effective date specified in the notice**, whichever is later.

53.TERMS OF PAYMENT:

- i. The selected **Agency** shall submit a **monthly invoice** for the **retainership fees**, and **separate invoices** upon completion of each specific activity or campaign for necessary settlement.

All invoices shall be submitted along with a **detailed list of initiated/completed tasks**, and **supporting documents**, including **supplier/vendor bills**, wherever applicable.

- ii. **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)** will make payments **only to the selected Agency and not directly to any third-party vendor, publisher, or subcontractor** involved in the execution of the campaign or any associated service.
- iii. **Applicable GST or other statutory taxes** will be paid as per prevailing rates **on actuals**, based on the submission of valid tax invoices.
- iv. All eligible payments will be released by APCOB **within 30 days** of receipt of the invoice and complete supporting documentation from the Agency.

54. OTHER INFORMATION:

- i. The Agency shall be solely responsible for all **copyright and intellectual property issues** related to the use of images, videos, content, graphics, audio, or any other material obtained or used in the execution of work under this RFP. **APCOB shall not be held liable** for any copyright infringement arising due to the actions or negligence of the Agency.
- ii. The Agency shall be responsible for **obtaining all necessary permissions or clearances** (such as those from regulatory, municipal, or copyright authorities) for the execution of services as specified in the RFP. APCOB may assist in this process where possible, but **the responsibility shall rest solely with the Agency.**
- iii. The Agency shall **not engage in plagiarism** under any circumstances. In the event of any legal disputes, damages, or claims arising out of **plagiarism or intellectual property rights (IPR) violations**, APCOB shall be **indemnified by the Agency** against all such claims, including associated costs, fines, or penalties.

Note on Mode of Tendering Transition: This RFP was initially prepared for floating through the **GeM Portal**. However, due to technical exigencies, the tendering process has been shifted to **offline mode**, with bids to be submitted physically at the **Head Office of APCOB**. Accordingly, **any reference to the GeM Portal in this document shall be deemed to refer to the offline process**, and all such references must be interpreted in that context. In case of any ambiguity or conflict arising from these references, **bidders are advised to seek clarification from APCOB before submission**. APCOB reserves the right to amend or clarify such provisions at its sole discretion.

BUSINESS RULE DOCUMENT

OFFLINE TENDERING FOR ENGAGEMENT OF DIGITAL MARKETING AGENCY

A. Business Rules for Tendering

1. Only those Service Providers who meet the prequalification criteria outlined in the RFP shall be eligible to participate.
2. The Andhra Pradesh State Cooperative Bank Ltd. (APCOB) will accept **physical bid submissions in sealed envelopes** at its **Head Office**, as per the instructions in the RFP.
3. If there are any changes to the bidding process, **APCOB will notify the qualified bidders through its official website.**
4. Details such as event dates, bid opening and closing times, etc., will be communicated via **APCOB's official website (www.apcob.org)**.
5. The tendering process will be conducted as per the **Schedule of Events** mentioned in the RFP.
6. The tendering process will be treated as concluded only when bidding for all items has been completed and officially recorded at APCOB's Head Office.

B. Terms & Conditions of Tendering

APCOB shall finalize the tender through **manual evaluation of physical bids** received at its Head Office. Bidders are advised to read the following terms and provide their acceptance along with bid submission:

1. Bidders must ensure that their bids are **submitted in hard copy form** in separate sealed envelopes (Technical and Financial Bids) as per the format and instructions

provided in the RFP. APCOB is not responsible for postal delays or incomplete deliveries.

2. Bidders are advised to **ensure timely delivery** of their physical bids at APCOB Head Office. **No extension of time** shall be granted due to late receipt.
3. **Bidding Currency & Unit:** All bids must be quoted in **Indian Rupees (INR)**.
4. **Bid Price:** Bidders must quote their prices strictly in accordance with the instructions provided in the tender document.
5. **Validity of Bids:** Bid prices shall remain **firm and valid for the duration specified in the RFP**. No changes shall be allowed during this period.

Procedure of Tendering

- a. Technical and Financial Bids must be submitted **in two separate sealed envelopes**, clearly marked as “Technical Bid” and “Financial Bid”.
- b. Both envelopes should be placed inside an **outer sealed envelope** superscribed as: **“Proposal for Selection of Digital Marketing Agency – APCOB”**
- c. It is mandatory to quote for every listed item in the Financial Bid.
- d. **Failure to quote on any item shall render the bid incomplete and liable for rejection.**
- e. All submitted bids shall be **signed and stamped by the authorized signatory** of the bidder.

7. Bids Placed by Bidders

- a. All bids will be treated as an offer to execute the work as specified in the RFP.
- b. Bids once submitted cannot be withdrawn.
- c. If the successful bidder backs out or fails to perform, APCOB reserves the right to **de-panel the vendor, forfeit the EMD**, and initiate further action.

8. Award of Contract

a) The decision of APCOB regarding award of the contract shall be **final and binding** on all participants.

9. Right to Cancel Tendering

a) APCOB reserves the right to **cancel or reissue the tender** without assigning any reason at any stage before issuing the work order.

10. No Liability for Delivery Failures

a) APCOB shall not be held responsible for **postal delays, courier issues, or incomplete delivery** of the physical bids.

11. Binding Nature of Previous Correspondence

- Other terms and conditions will be as per the bidder's **technical and financial offers**, and **subsequent written communications** with APCOB.

12. Other Terms & Conditions

- a. The bidder shall not engage in any price manipulation or attempt to influence the tendering process.
- b. The bidder shall not disclose their bid details or any confidential information of APCOB to third parties.
- c. APCOB's decision on contract award is final and non-negotiable.
- d. APCOB reserves the right to **extend, reschedule, or cancel** the tendering process at its sole discretion.
- e. APCOB bears no liability for **loss of documents in transit**.

- f. APCOB shall not be liable for **any damages arising from delays in bid submission or miscommunication.**
- g. APCOB will not be responsible for **consequential damages such as loss of opportunity or cost escalation** due to delays.

PART – 2
SCHEDULE OF EVENTS

Sl. No.	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Deputy General Manager, APCOB Brand Transformation Cell (ABTC) Head Office: #27-29-28, NTR Sahakara Bhavan, Governorpet, Vijayawada, A.P. 520002. Email: abtc@apcob.org
2	Bid Document Availability including changes/amendments, if any to be issued	From 22/07/2025 to 11/08/2025, the RFP document will be available for download on APCOB's official website: https://apcob.org/tenders
3	Last date for requesting clarification	Up to 2:00 PM on 07/08/2025. All queries shall be sent to abtc@apcob.org
4	Pre-Bid Meeting (Venue)	Pre-Bid Meeting: Scheduled at 11:00 AM on 29/07/2025 at the Head Office, APCOB. Any change in venue or timing will be intimated to the bidders in advance. Maximum two representatives per bidder will be allowed.

Sl. No.	Particulars	Remarks
5	Clarifications to queries raised at pre-Bid meeting will be provided by APCOB	By 07/08/2025 via APCOB Website
6	Last date and time for Bid submission	Up to 3:00 PM on 11/08/2025
7	Date and Time of opening of Bids	11:00 AM on 13/08/2025. Bidders may attend physically. Bids will be opened even in absence of bidders.
8	Date of Presentation	Bidders will be informed via email for making presentations on a subsequent date.
9	Opening of Commercial Bids	Will be intimated to technically qualified bidders via email.
10	Tender Fee	NIL
11	Earnest Money Deposit (EMD)	₹ 25,000 (Rupees Twenty-Five Thousand only) Validity: 45 days from date of bid opening
12	Performance Bank Guarantee	10% of the annual contract cost (excluding taxes)

Sl. No.	Particulars	Remarks
13	Liquidated Damages	1% of total project cost per week or part thereof for delay, capped at 10% of the total project cost.

PART 3 - ANNEXURES

ANNEXURE – A

BID FORM (TECHNICAL BID)

(To be submitted on Bidder's Letterhead)

Date: _____.

To

The Deputy General Manager

APCOB Brand Transformation Cell (ABTC)

The Andhra Pradesh State Cooperative Bank Ltd.

Head Office: #27-29-28, NTR Sahakara Bhavan,

Governorpet, Vijayawada – 520002

Email: abtc@apcob.org

Subject: Submission of Technical Bid in response to RFP No. ABTC/RFP/2025-26/02 – V.1.0 dated 14.07.2025 for Engagement of a Digital Marketing Agency on Retainership Basis

Dear Sir,

With reference to the above RFP, we, the undersigned, having read and examined in detail the RFP document, including all annexures, appendices, corrigenda, and clarifications, hereby offer to provide the **Digital Marketing and Social Media services** as specified.

1. Declaration

We declare that:

- We have **examined the RFP** in its entirety and **agree to abide** by all terms and conditions.
- We are **eligible** as per the **eligibility criteria** outlined in Annexure-B and Annexure-C.
- We understand that the **Bid is binding** until formal award and signing of contract.
- We will submit the **Commercial Bid in a sealed envelope** at the **Head Office of APCOB**, as per the instructions provided in the RFP.

2. Authorized Signatory

We certify that:

- The undersigned is **duly authorized** to sign and submit this Bid.
- A **Board Resolution/Power of Attorney** authorizing the undersigned is enclosed.

3. Fairness and Integrity

We confirm that:

- We are **not in contravention of any conflict-of-interest obligations** listed in the RFP.
- The **prices** quoted are arrived at **independently**, without any agreement with competitors.
- We have **not disclosed** the prices to any other bidder or third party.
- We have **not induced** any other bidder to refrain from bidding or to submit a bid with restricted competition.

- We have **not resorted to canvassing** or attempted to gain undue advantage during the bidding process.

4. Compliance

We further confirm:

- We **accept all the terms and conditions** of the RFP, including the **Service Level Agreement (Annexure-M)**.
- We understand that till formal execution of the Agreement, the RFP and APCOB's **Letter of Award/Purchase Order** shall constitute a **binding contract**.
- We undertake to **enter into and execute the Agreement** at our own cost, if selected.
- We have **not made any unauthorized changes** in the RFP contents.
- The contents of our bid are **factually correct**, and we are ready to **provide supporting documents** upon request.

5. Anti-Corruption Undertaking

We undertake that:

- We shall **abide by the Prevention of Corruption Act, 1988**, as amended.
- We shall **not offer or provide bribes** or undue benefits to any APCOB official or related party.

6. Legal and Regulatory Compliance

We confirm:

- We are **not blacklisted**, debarred, or listed in any caution list by RBI, IBA, or any regulatory body.
- We or our affiliates have **not been convicted or charged** for any offence relating to security, integrity, or grave misconduct.
- No **investigation or proceedings** are pending against us or our directors by any regulatory authority.

7. Declaration of Acceptance

We hereby undertake to:

- **Provide services as per the RFP** scope within the stipulated timeframe.
- **Accept APCOB’s decision** on bid evaluation and award.
- **Support transition and handover** as per contract obligations.
- Be **bound by this bid** until the expiry of its validity (45 days from date of bid opening).

We understand that **APCOB is not bound to accept the lowest bid or any bid**, and reserves the right to reject any or all bids without assigning any reason.

Dated this _____ day of _____, 2025

(Signature) _____

(Name) _____

(Designation) _____

Duly authorized to sign the Bid on behalf of

(Seal of the Company)

ANNEXURE – B

BIDDER’S ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same **will be rejected**.

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1	The Bidder must be a firm/company/organization registered under applicable Act in India.	Yes/No	Copy of the Partnership deed/Bye Laws/Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	The Agency’s average turnover for the last 3 consecutive financial years i.e., FY 2021–22, 2022–23, 2024–25 should be at least INR 5 Crores as per audited balance sheets.	Yes/No	Copy of the audited Financials i.e., Balance Sheet and Profit & Loss statement for FY 2021–22, FY 2022–23, and FY 2023–24.
3	The Agency should have a minimum experience of at least 5 years in successfully managing and	Yes/No	Proof of minimum 1 campaign in each of the last 5 years (2019–20 to 2023–24).

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
	implementing digital marketing & social media activities for a reputed institution.		Campaign work order or completion certificate or release order to be enclosed.
4	The Bidder should be a profitable organization (on the basis of profit before tax – PBT) in 2 out of the last 4 financial years : FY 2012–22, FY 2022–23, FY 2023–24, FY 2024–25.	Yes/No	Copy of the audited Balance Sheet along with Profit and Loss statement clearly indicating PBT for the relevant financial years.
5	Recognition in the form of industry acclaimed awards specific to Digital & Social Marketing campaigns.	Yes/No	Copies of awards/certificates or campaign-based recognition details.
6	The Agency should have a proprietary tool or preferred partnership for social media listening/monitoring .	Yes/No	Certificate/proof of proprietary tool/partnership and working screenshots or relevant documents.
7	The Agency shall not have been involved in any major litigation that may impact the delivery of services.	Yes/No	Self-declaration on bidder's letterhead.
8	The Bidder should not be debarred/blacklisted by any	Yes/No	Self-declaration on bidder's letterhead.

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
	Scheduled Bank, PSU, State/Central Govt. Department in the last 3 years.		
9	The Bidder should agree to the terms and conditions of the Service Level Agreement (Annexure–M) .	Yes/No	Self-declaration on bidder's letterhead.
10	The Bidder should not have any pending Service Level Agreement for more than 3 months from the purchase order date issued by any Public Sector Bank/Cooperative Bank.	Yes/No	Self-declaration on bidder's letterhead.
11	The Bidder should have a full-fledged office in Andhra Pradesh or Telangana.	Yes/No	A copy of the latest landline phone bill/Electricity bill/Shop and Establishment Registration/Lease Agreement in the name of bidder.

Important Instructions:

- All documentary evidence must be **signed by the authorized signatory** of the bidder.
- Highlight the relevant **portions in documents** to indicate compliance with eligibility criteria.
- Start-up bidders must enclose a **valid Certificate of Recognition** from DPIIT.
- If any document is missing or criteria is not fulfilled, **bid will be summarily rejected**.

Signature: _____

Name: _____

Designation: _____

Seal of Company

ANNEXURE – C

TECHNICAL EVALUATION CRITERIA

PART – A: Document-Based Evaluation (Total: 40 Marks)

S. No.	Evaluation Parameters	Criteria	Assigned Marks	Max Score
1	Awards and Recognition to the Agency in the last 3 years (to be submitted as per Form – 1)	More than 3 Awards	3	3
		3 Awards	2	
		2 Awards	1	
2	Client List for business relationship of ₹1 Crores and above in previous year (F.Y. 2024–25) – as per Form – 2A	More than 5 Clients	3	3
		More than 3 to 5 Clients	2	
		3 Clients	1	
3	Client List for business relationship in BFSI Sector of ₹1 Crores and above in previous year (F.Y. 2024–25) – as per Form – 2B	More than 5 Clients	7	7
		More than 3 to 5 Clients	5	
		More than 1 to 3 Clients	3	
4	Average turnover for the last 3 consecutive financial years (F.Y. 2022–23, 2023–24, and 2024–25)	More than ₹50 Crores	7	7

		₹20 Crores to ₹50 Crores	5	
		Upto ₹20 Crores	3	
5	Years of experience in digital and social media (self-declaration as per Form – 3 and client proof)	More than 10 years	10	10
		7 to 10 years	8	
		5 to 7 years	5	
6	Years of experience in ORM (Online Reputation Management) (self-declaration as per Form – 3 and client proof)	More than 10 years	10	10
		7 to 10 years	8	
		5 to 7 years	5	

Minimum Marks Required in Part A:

20 out of 40 to qualify for the Presentation (Part B)

PART – B: Presentation-Based Evaluation (Total: 60 Marks)

S. No.	Criteria	Assigned Marks	Max Score
i	Understanding of APCOB's current brand positioning and market perception	10	10
ii	Understanding of digital and social media strategy in the BFSI/Cooperative Banking sector	10	10
iii	Awareness of emerging trends in digital/social media and innovation in campaign strategy	10	10
iv	Strategy to handle crisis situations and manage APCOB's online reputation across all platforms	10	10
v	Action plan for strengthening APCOB's digital presence and brand equity through social media and ORM	20	20

Eligibility for Commercial Bid Opening:

- Minimum 20/40 in Part A, and
- Minimum 30/60 in Part B

Annexure – D
BIDDER DETAILS

S. No.	Particulars	Details
1	Name and address of the Bidder Name, Mobile Number, and Email ID of the Bidder Agency's Contact Official	
2	Address of Head Office of the Bidder	
3	Date of Incorporation and/or Commencement of Business	
4	Certificate of Incorporation (Number & Date)	
5	Brief Description of the Bidder (including details of main line of business)	
6	Company Website URL	
7	Particulars of the Authorized Signatory of the Bidder: a. Name b. Designation c. Address d. Phone Number (Landline) e. Mobile Number f. Fax Number g. Email Address	
8	Details of Statutory Registrations of the Bidder (PAN, GSTIN, MSME Certificate if applicable, etc.)	

Signature of Authorized Signatory

Name: _____

Designation: _____

Seal of the Bidder

Date: _____

ANNEXURE – E

SCOPE OF WORK

The selected agency shall be responsible for end-to-end digital marketing and online reputation management services for **The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)**. The work will primarily support APCOB's branding, customer engagement, public awareness, and digital presence objectives across multiple platforms. The scope of work includes but is not limited to the following:

1. Digital Strategy & Planning

- Develop a comprehensive digital marketing strategy aligned with APCOB's vision and branding goals.
- Monthly content calendars and digital campaign plans.
- Suggest innovative and cost-effective digital solutions and content series to enhance engagement.

2. Content Creation & Management

- Design static creatives, GIFs, reels, videos, animations, infographics, and banners in English and Telugu.
- Copywriting for digital ads, social posts, press releases, and articles.
- Adaptation of campaign creatives to various formats for different platforms.

3. Social Media Management

- Handle day-to-day management of APCOB's official social media handles (Facebook, Instagram, Twitter/X, YouTube, LinkedIn, etc.).
- Scheduling, publishing, and monitoring posts as per approved content plan.
- Community management: reply to comments, messages, and mentions in a timely and courteous manner.

4. Digital Campaign Execution

- Planning and execution of online campaigns including but not limited to product promotions, seasonal campaigns, social awareness, and government-sponsored schemes.
- Paid ad campaigns through platforms like Google Ads, Facebook/Instagram Ads, LinkedIn Ads, etc.
- Provide analytics-based performance optimization suggestions.

5. Online Reputation Management (ORM)

- Monitor brand mentions and sentiments in real-time across digital platforms.
- Proactively manage feedback, complaints, and queries received online.
- Crisis communication support and escalation alerts in case of adverse mentions.

6. Video Production

- Conceptualize, script, and produce corporate videos, explainers, customer stories, and product/service showcases.
- Short-form content like Instagram Reels, YouTube Shorts, animated clips, etc.

7. Analytics & Reporting

- Provide monthly performance reports for all social media platforms and campaigns.
- Share insights and improvement recommendations.
- Track KPIs like reach, impressions, engagement, followers, CTR, conversions, etc.

8. Campaign Support for Key Events

- The agency will support APCOB's digital presence during major events, campaigns, CSR initiatives, government outreach, exhibitions, and national days.
- Live coverage, creative roll-outs, and media amplification during such events.

9. SEO and Website Assistance

- Basic Search Engine Optimization (SEO) suggestions and content improvements for APCOB's official website.
- Co-ordination with web agency (if different) for homepage banners, campaign landing pages, etc.
- Support towards improving the content in Website.

10. Compliance and Guidelines

- Ensure all content complies with RBI/NABARD/GOI guidelines and internal branding protocols.
- Avoid political/religious content and respect data privacy norms.

11. Confidentiality and IP

- All content, creatives, strategies, and data developed during the contract will be the sole property of APCOB.
- NDA to be signed and strictly followed.

12. Manpower Requirement

- The agency must appoint a dedicated account manager/coordinator (virtually or onsite) to liaise with APCOB's Brand Transformation Cell.
- Design team, content team, and media team should be accessible on-demand.

Note:

- The scope is indicative and may be modified as per APCOB's strategic priorities during the course of engagement.
- Performance shall be reviewed quarterly for continuation of services.

ANNEXURE – F
COMMERCIAL BID FORMAT

(To be submitted in Separate Envelope)

A. Monthly Retainership Fee – Breakup Format

Sl. No.	Job List	Quoted Fee (INR / month)
1	Digital and Social Media Campaign	₹ _____
2	Digital and Social Media Content Creation/Management	₹ _____
3	Search Engine Optimization (SEO)	₹ _____
4	Online Reputation Management (ORM)	₹ _____
5	Command Centre Establishment & Management (including resource)	₹ _____
6	Tools (Social Media Listening / ORM / Dashboard Subscriptions)	₹ _____
7	App Store / Play Store Optimization & ORM for APCOB Mobile App (End-to-End)	₹ _____
8	Dedicated Team (2 full-time on-demand resources experienced in designing, content writing and content management) (as per Annexure – E)	₹ _____
	TOTAL	₹ _____

Notes:

- The Bank reserves the right to engage all or selected services and resources at its sole discretion.
- The rates quoted should be **inclusive of all charges** (design, video production, licenses, manpower, tools, reporting, etc.), but **exclusive of taxes**.
- **Applicable taxes (GST etc.)** shall be paid by APCOB on actuals at prevailing rates.
- No conditional pricing or hidden charges are allowed.
- Bidders quoting unrealistically low prices may be disqualified.

B. Declaration (To be provided on Letterhead)

"We hereby declare that the commercial rates quoted above are inclusive of all design, creative, manpower, software licenses, and related costs, and we agree to provide the services strictly as per the scope defined in Annexure – E of this RFP. We understand that the Bank reserves the right to discontinue or utilize specific components as per operational needs."

Annexure – F1

Techno-Commercial Evaluation Formula

The **Techno-Commercial Evaluation** will consider both the **Technical Evaluation Score** and the **Commercial Bid** submitted by the qualified bidders.

Weightage Allocation:

- **Technical Evaluation (Part A + Part B): 60%**
 - **Commercial Bid (Price Quote): 40%**
-

Evaluation Formula:

For each qualified bidder, the **final score** will be computed using the following formula:

$$\text{Final Score} = (T/HT) \times 60 + (LC/C) \times 40$$

Where:

- **T** = Technical Evaluation Score obtained by the bidder
 - **HT** = Highest Technical Evaluation Score among all qualified bidders
 - **LC** = Lowest Commercial Quote (Total Retainership Fee) among qualified bidders
 - **C** = Commercial Quote (Total Retainership Fee) of the bidder being evaluated
-

Bidder Ranking Criteria:

- The bidder with the **highest Final Score** will be declared the **successful bidder**.
- In case of a **tie** between two or more bidders on the highest Final Score, the bidder with the **higher Technical Score** among them will be selected.

ANNEXURE – G

FORMAT FOR EMD BANK GUARANTEE

(To be Issued by a Scheduled Bank, other than APCOB)

To

The Deputy General Manager

APCOB Brand Transformation Cell (ABTC)

The Andhra Pradesh State Cooperative Bank Ltd.

#27-29-28, NTR Sahakara Bhavan,

Governorpet, Vijayawada – 520002, A.P.

Email: abtc@apcob.org

Dear Sir/Madam,

EMD BANK GUARANTEE FOR ENGAGEMENT OF DIGITAL MARKETING AGENCY FOR APCOB UNDER RFP NO: ABTC/RFP/2025-26/02 – V.1.0 DATED 14.07.2025

WHEREAS The Andhra Pradesh State Cooperative Bank Ltd. (hereinafter referred to as “APCOB”), having its Head Office at Vijayawada, Andhra Pradesh, has invited Request for Proposal to provide services as Digital Marketing Agency as set out in the RFP No. ABTC/RFP/2025-26/02 – V.1.0 dated 14.07.2025.

AND WHEREAS it is one of the conditions of the RFP that the bidder shall deposit an Earnest Money Deposit (EMD) of ₹25,000/- (Rupees Twenty-Five Thousand only) in the form of Bank Guarantee.

AND WHEREAS M/s _____ (hereinafter called "Bidder"), who are our constituents, intend to submit their bid for the said work and have requested us to furnish such a Bank Guarantee in respect of the above EMD.

NOW THIS GUARANTEE WITNESSETH THAT:

We, _____ (Bank name), do hereby undertake and agree with APCOB that in the event of the APCOB coming to the conclusion that the Bidder has not performed their obligations under the said RFP conditions or have committed a breach thereof, which conclusion shall be binding on us, we shall on demand by APCOB, pay without demur an amount of ₹25,000/- (Rupees Twenty-Five Thousand only).

Our liability under this guarantee shall not exceed the said amount.

We also undertake to pay the amount claimed by APCOB within 24 hours of receipt of the written demand without any proof or condition, and such written demand shall be binding on us.

This guarantee shall not be revoked by us without prior written consent of APCOB.

We hereby further agree that:

- a) Any indulgence or forbearance on the part of APCOB shall not release us from our obligations under this guarantee.
- b) Our liability under this guarantee shall not exceed ₹25,000/- (Rupees Twenty-Five Thousand only).
- c) Our liability shall not be affected by dissolution or change in constitution of the Bidder.

d) This guarantee shall remain in force **for 180 days** from the date of bid opening or until APCOB certifies in writing that the obligations of the Bidder have been fully carried out.

e) Unless a suit or claim is filed against us within one year from the expiry of this guarantee, all rights of APCOB under this guarantee shall be extinguished and we shall be discharged from all liabilities.

f) This guarantee shall be governed by and construed in accordance with Indian Laws and the Courts at **Vijayawada, Andhra Pradesh** shall have exclusive jurisdiction.

NOTWITHSTANDING ANYTHING CONTAINED HEREINABOVE:

- Our liability under this Guarantee shall not exceed ₹25,000/- (Rupees Twenty-Five Thousand only).
- This Guarantee shall be valid up to: _____
- We shall be liable to pay any amount under this Bank Guarantee only if a written demand or claim is served upon us on or before: _____ **[insert one year from the expiry of the above validity date]**

Yours faithfully,
For and on behalf of

Authorized Official

(Note: This guarantee must be executed on a non-judicial stamp paper as per the applicable Stamp Act and signed by a person authorized to sign on behalf of the bank.)

ANNEXURE – H
PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

This Performance Bank Guarantee Agreement executed at _____ this _____ day of _____ 2025 by _____ (Name of the Bank), having its Registered Office at _____ and its Branch at _____ (hereinafter referred to as “the Guarantor”, which expression shall, unless repugnant to the subject or context, mean and include its successors and assigns) IN FAVOUR OF:

The Andhra Pradesh State Cooperative Bank Ltd. (APCOB)
APCOB Brand Transformation Cell (ABTC)
Head Office: #27-29-28, NTR Sahakara Bhavan,
Governorpet, Vijayawada, Andhra Pradesh – 520002
(hereinafter referred to as “APCOB”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns)

WHEREAS M/s. _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as “Service Provider”) has agreed to provide **Digital Marketing Services** to APCOB in accordance with RFP No. **ABTC/RFP/2025-26/02 – V.1.0 dated 14.07.2025**.

WHEREAS, APCOB has agreed to avail the services from the Service Provider for a period of **one year**, extendable at the sole discretion of APCOB.

WHEREAS, in accordance with terms and conditions of the RFP/Work Order/Agreement dated _____, the Service Provider is required to furnish a Performance Bank

Guarantee for an amount equivalent to **10% of the Annual Contract Cost (excluding taxes)** for due performance of the obligations of the Service Provider.

NOW THIS GUARANTEE WITNESSETH AS UNDER:

- 1) In consideration of APCOB having agreed to entrust the Service Provider for rendering the services as mentioned in the RFP, we, the Guarantor, hereby irrevocably and unconditionally guarantee that the Service Provider shall fulfill its obligations in respect of providing the said services, and in the event of the Service Provider failing to do so, we shall, on demand by APCOB, pay the amount so demanded by APCOB, up to a maximum of ₹_____ (Rupees _____ only), without any demur, protest, or reference to the Service Provider.
- 2) Any notice/demand/communication from APCOB stating that the Service Provider has failed to fulfill its obligations shall be binding on us, and we shall honor such demand(s) forthwith without any objection.
- 3) Our obligation under this guarantee is absolute and independent and shall not be affected by any agreement or understanding, written or otherwise, between APCOB and the Service Provider.
- 4) This guarantee shall not be revoked by us without prior written consent of APCOB.

WE FURTHER AGREE AND DECLARE THAT:

- 1) Any neglect, delay, indulgence, or forbearance on the part of APCOB shall not release us from our obligations under this Guarantee.
- 2) This Guarantee is independent and enforceable notwithstanding any other Guarantee or Security available with APCOB.

- 3) This Guarantee shall not be affected by any change in the constitution of the Guarantor, the Service Provider, or APCOB.
- 4) This Guarantee is a continuing guarantee and shall remain valid for the entire term of the Agreement.
- 5) The liability under this Guarantee shall not exceed the guaranteed amount mentioned above.
- 6) This Guarantee shall be valid for **one year** (12 months) from _____ (date of issue) and claims under this Guarantee can be made up to **one year thereafter** i.e., until _____.
- 7) This Guarantee shall be governed by the laws of India and the courts at **Vijayawada, Andhra Pradesh** shall have exclusive jurisdiction.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- 1) Our liability under this Guarantee shall not exceed ₹_____ (Rupees _____ only)
- 2) This Guarantee shall be valid until: _____
- 3) We shall be liable to pay the guaranteed amount or any part thereof only if APCOB serves upon us a written claim or demand on or before _____ (one year from the expiry date of the Guarantee validity) **IN WITNESS WHEREOF**, the Guarantor has executed this Guarantee on the day, month, and year first above written.

For and on behalf of the Bank

(Authorized
Seal and Signature

Signatory)

(Note: This Guarantee is to be executed on a non-judicial stamp paper of requisite value as per the Stamp Act applicable in Andhra Pradesh and must be signed by an authorized signatory of the Bank.)

ANNEXURE – I

PENALTIES

1. **Monthly Service Delivery & Campaign Performance:** The Service Provider shall ensure that the delivery of services and execution of campaigns are aligned with the agreed timelines, technical specifications, scope of work (SOW), and turnaround times (TAT) as defined in the contract. This includes:

- Achievement of at least **70% of campaign deliverables**
- Publishing of approved First Level Responses (FLRs)
- Publishing of **authorized and approved content/creatives**

Penalty for Non-Compliance: Any failure solely attributable to the Service Provider in fulfilling these obligations shall invite a penalty. A sum equivalent to **2% of the monthly retainership fee for the respective Job List** shall be deducted for each instance of non-compliance. The **maximum penalty** under this clause shall be **limited to 10%** of the monthly retainership fee for the concerned Job List.

2. **Unauthorized Use of APCOB Brand Name:** If the Service Provider uses APCOB's name, logo, or brand assets for **any commercial or promotional purpose** without the **prior written permission** of the Bank, the agency shall be **liable to pay penalties** as determined and imposed solely by the Bank.

3. **Abandonment of Approved Campaign:** If the Service Provider **abandons an assigned campaign** after accepting it and fails to complete it due to any reason, the agency shall be liable to pay a penalty equivalent to **five (5) times the approved cost of the event/campaign** to APCOB.

ANNEXURE – J
NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Vijayawada on this ___ day of _____, 2024

BY AND BETWEEN:

Andhra Pradesh State Co-operative Bank Ltd (APCOB), a State Cooperative Bank registered under the Andhra Pradesh Cooperative Societies Act, 1964, having its Head Office at #27-29-28, NTR Sahakara Bhavan, Governorpet, Vijayawada, Andhra Pradesh – 520002, hereinafter referred to as “**Bank**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns, **of the ONE PART;**

AND

_____, a company incorporated under the provisions of the Companies Act, [1956/2013], having its registered office at _____, hereinafter referred to as the “**Agency**” which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and permitted assigns, **of the OTHER PART;**

WHEREAS:

1. The Agency is engaged in the business of _____ and has agreed to provide **Digital Marketing and Social Media Management Services** for APCOB under RFP No. ABTC/RFP/2025-26/02.
2. The Bank and the Agency, for the purpose of executing the said assignment, are required to share with each other certain information which is confidential and proprietary in nature.

NOW THEREFORE, in consideration of the mutual covenants and promises made herein, the parties agree as follows:

1. Definitions:

(a) “Confidential Information” means all non-public information, whether in written, oral, graphic, electronic or any other form, disclosed or made available by either party (the “Disclosing Party”) to the other (the “Receiving Party”) including but not limited to technical, financial, operational, marketing, strategic, personnel, customer or business information, whether or not marked as confidential.

(b) “Confidential Materials” means all tangible materials containing Confidential Information including documents, electronic files, reports, data compilations, etc.

(c) Confidential Information does **not** include information which:

- Is or becomes publicly available through no fault of the Receiving Party;
- Is in lawful possession of the Receiving Party prior to disclosure;
- Is rightfully received from a third party without breach of any obligation;
- Is independently developed by the Receiving Party.

2. Obligations of Confidentiality:

(a) Each party agrees to use the Confidential Information solely for the purpose of execution of obligations under the RFP and ensuing agreement, and shall not disclose it to any third party except:

- Employees or officers strictly on a need-to-know basis;
- Subcontractors or agents only with prior written consent and with similar NDA obligations;
- Regulatory authorities as required by law with prior intimation to the other party.

(b) Each party shall take all reasonable precautions to protect the confidentiality of the Confidential Information with at least the same degree of care as it uses to protect its own confidential information.

(c) The Receiving Party shall not reverse engineer, decompile or disassemble any software, prototypes or technical material disclosed.

(d) Upon termination of the agreement or upon request, the Receiving Party shall return or destroy all Confidential Information and provide written confirmation thereof.

3. Term and Survival:

- This Agreement shall remain in force during the term of the engagement and for a period of **three (3) years** thereafter.
- Obligations related to confidentiality shall survive termination or expiry of this Agreement.

4. Remedies:

The Receiving Party acknowledges that a breach of this Agreement may cause irreparable harm to the Disclosing Party. In addition to any other rights or remedies, the Disclosing Party may be entitled to seek injunctive relief.

5. Miscellaneous:

(a) This Agreement shall be governed by and construed in accordance with the laws of India. The courts at **Vijayawada, Andhra Pradesh** shall have exclusive jurisdiction.

(b) This Agreement may not be amended or modified except in writing and signed by both parties.

(c) In case any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force.

(d) The obligations herein are binding upon successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

Signed for and on behalf of

The Andhra Pradesh State Co-operative Bank Ltd

Signature: _____

Name: _____

Designation: _____

Date: _____

Signed for and on behalf of

M/s. _____

Signature: _____

Name: _____

Designation: _____

Date: _____

ANNEXURE – K
PRE-BID QUERY FORMAT

(To be provided strictly in Excel format)

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

Instructions:

- Queries should be consolidated in this format and submitted as an **Excel file** before the deadline for seeking clarifications.
- Only queries submitted in this format will be considered for response during the Pre-Bid process.
- Additional rows may be added as needed.

ANNEXURE – L
PRE-CONTRACT INTEGRITY PACT

(To be stamped as an agreement)

This **Pre-Contract Integrity Pact** (hereinafter called the "Pact") is made on this ___ day of _____, 2024, between:

Andhra Pradesh State Cooperative Bank Ltd. (APCOB), a cooperative bank registered under the Andhra Pradesh Cooperative Societies Act, 1964, having its Head Office at #27-29-28, NTR Sahakara Bhavan, Governorpet, Vijayawada – 520002, represented by its Deputy General Manager, **Brand Transformation Cell**, hereinafter referred to as the "**Principal**" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns),

AND

M/s. _____, a company/firm registered under _____, having its registered office at _____, represented by Mr./Ms. _____, its authorized signatory (hereinafter referred to as the "**Bidder/Contractor**" which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and assigns).

Preamble

The Principal intends to award, under laid-down organizational procedures, contract(s) for **Selection and Engagement of Digital Marketing Agency for APCOB** vide RFP No: **ABTC/RFP/2025-26/02 – V.1.0**, dated 14.07.2025.

The principal values full compliance with all relevant laws and regulations and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/Contractors.

In order to achieve these goals, the Principal and the Bidder/Contractor hereby enter into this **Pre-Contract Integrity Pact** which will form a part of the contract between the parties.

Section 1 – Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:
 - No employee of the principal, personally or through family members, will in connection with the RFP for, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - The principal 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.
 - The principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act 1988, or if there is a substantive suspicion in this regard, the principal will inform the appropriate authorities and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

1. The Bidder/Contractor commits itself to take all measures necessary to prevent corruption and fraudulent practices. The Bidder commits itself to observe the

following principles during participation in the RFP process and during the execution of the contract:

- The Bidder shall not directly or through any other person or firm offer, promise or give to any of the principal's employees involved in the RFP process or execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.
 - The Bidder shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic media.
2. The Bidder shall ensure compliance of this Pact by its sub-contractors, if any.
 3. The Bidder shall refrain from bringing any outside influence, political or otherwise, to bear on the principal to secure a contract under this RFP.

Section 3 – Disqualification from RFP Process and Exclusion from Future Contracts

1. If the Bidder/Contractor, during the bidding process or before the award of the contract or during execution of the contract, has committed a transgression in violation of **Section 2**, above or any other clause of this Pact, the Principal shall be

entitled to disqualify the Bidder/Contractor from the RFP process or terminate the contract, if already awarded.

2. If such transgression has occurred, the principal shall be entitled to forfeit the EMD or Performance Bank Guarantee.
3. The decision of the principal in regard to the above shall be final and binding.

Section 4 – Criminal Liability

If the Principal obtains knowledge of conduct of the Bidder/Contractor, its sub-contractors or their agents which constitutes a criminal offence under the IPC/PC Act, or if the principal has substantive suspicion in this regard, the principal will inform the appropriate authorities.

Section 5 – Duration of the Pact

1. This Pact begins when both parties have legally signed it. It expires after 12 months of final payment under the contract or till the completion of the contract to the satisfaction of both parties, whichever is later.
2. If the Bidder is unsuccessful, this Pact shall expire six months after the final contract award.

Section 6 – Miscellaneous

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be the competent courts at **Vijayawada, Andhra Pradesh**.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

4. Nothing contained in this Pact shall affect the rights of the Principal or the Bidder/Contractor under any law in force.

IN WITNESS WHEREOF, the parties have executed this Integrity Pact on the day and year first written above.

For Andhra Pradesh State Cooperative Bank Ltd. (APCOB)

Name: _____

Designation: Deputy General Manager – ABTC

Signature: _____

Date: _____

Seal of APCOB

For M/s. _____

Name: _____

Designation: _____

Signature: _____

Date: _____

Seal of Bidder

ANNEXURE – M

Service Level Agreement (SLA)

This Service Level Agreement (“SLA”) is made on the ___ day of _____, 2024, by and between:

The Andhra Pradesh State Cooperative Bank Ltd. (APCOB), with its registered office at [Insert Address], hereinafter referred to as the "Bank", and

[Selected Service Provider Name], with its registered office at [Insert Address], hereinafter referred to as the "Service Provider".

1. Purpose

The purpose of this SLA is to ensure that the delivery of digital marketing and social media management services is carried out as per the timelines, quality standards, and expectations outlined in the RFP No. _____ dated _____.

2. Scope of Services

The services to be rendered by the Service Provider shall include, but not be limited to:

- Social Media Campaigns and Content Management
- SEO, SEM, and ORM Services
- Command Centre Establishment & Management
- App Store Optimization & Response Management
- Analytics, Reporting, and Dashboard Management
- Deployment of 2 Dedicated Resources at APCOB

Detailed scope is mentioned in **Annexure – E** of this RFP.

3. Duration of Agreement

This Service Level Agreement (SLA) shall be valid for an initial period of **one year and may be extended annually, subject to a maximum duration of three years**. Extension beyond the initial term shall be at the sole discretion of the Bank, based on the satisfactory performance of the service provider and mutual agreement between both parties.

4. Service Levels and Timelines

Deliverable	Timeline	SLA Commitment
Monthly Content Calendar	1st of every month	100% adherence
Campaign Execution	As per approved brief	95% adherence
ORM Response	< 30 minutes (during working hours)	98% adherence
Reporting	Monthly reports by 5th of next month	100% adherence
Command Centre	Operational 5 days a week, 9 AM to 6 PM	100% uptime during working hours

5. Penalties

Refer **Annexure – I (Penalties)** for details. Non-adherence to SLA metrics may attract penalties as specified, including deduction up to 10% of monthly retainership for consistent failures.

6. Review and Governance

- Monthly performance reviews will be conducted by APCOB.
- The Service Provider must submit a performance improvement plan (PIP) in case of SLA breaches.

7. Exit Management

- A 90-day transition period will be mandated in case of contract termination.
- Service Provider shall ensure knowledge transfer, handover of digital assets, and ensure continuity during transition.

8. Miscellaneous

- This SLA shall be governed by Indian laws.
- Any disputes shall be subject to the jurisdiction of courts at Vijayawada.
- The SLA may be amended in writing with mutual consent.

IN WITNESS WHEREOF, the parties have executed this Service Level Agreement as of the Effective Date.

For **APCOB**:

Name:

Designation:

Signature:

For **[Service Provider Name]**:

Name:

Designation:

Signature:

ANNEXURE – N

(On the letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE: NO OVERDUES

TO WHOMSOEVER IT MAY CONCERN

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

This is also to certify that our Agency has **not been blacklisted** by any Central / State Government / Public Sector Undertakings / Banks / RBI / IBA / any other Corporate / any regulatory authority anytime during the **last three years**.

Further, this is to certify that our Agency does **not have any legal, civil, criminal, taxation, or other cases** pending against it, **other than those mentioned in the enclosure** attached to this bid/proposal, which may have an impact affecting or compromising the delivery of services required as per the RFP.

Signature of Authorized Person:

Signed at: _____

Dated: _____

Name: _____

Designation: _____

For: _____ (Agency Name)

Seal of the Agency

Annexure – O
(On Agency's letter head)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that this Agency has given below statutory registrations, photocopy of which are annexed hereto.

S. No.	Registration for	Registration No / Date of Registration
1	PAN	
2	TAN	
3	GST	
4	Shop & Establishment Dept.	
5	Other	

Signature of Authorized person:

Signed at _____ dated _____ by

Designation _____ for _____ Agency

Seal of Agency

Annexure – P**[ON THE LETTER HEAD OF AUDITORS / CHARTERED ACCOUNTANTS]****CERTIFICATE****TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s. _____, having its Registered Office at _____, had achieved the following level of Turnover/Net Profits/ Net Worth in respect for the financial years mentioned hereunder:

<i>Particulars</i>	2020-21	2021-22	2022-23	2023-24	2024-25
<i>Turnover</i>					
<i>Net Profit</i>					
<i>Net-worth</i>					

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

Signatures of Auditors/Chartered Accountants

Name: _____

Seal: _____

Place: _____

Date: _____

Annexure – Q

(On the letterhead of the Agency duly stamped and signed)

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

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

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure – R

(On the letterhead of the Agency duly stamped and signed)

FORMAT OF CERTIFICATE UNDER GENERAL FINANCIAL RULES (GFRs), 2017

To,

The Deputy General Manager

APCOB Brand Transformation Cell (ABTC)

Head Office: #27-29-28, NTR Sahakara Bhavan,

Governorpet, Vijayawada – 520002.

Dear Sir,

Ref.: RFP No.: ABTC/DM/RFP/2025-26/01 Dated: 14.07.2025

CERTIFICATE UNDER GENERAL FINANCIAL RULES (GFRs), 2017

This is to certify that I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is **not from such a country or, if from such a country, has been registered with the Competent Authority**. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

This is to further certify that I have read the clause regarding restrictions on **sub-contracting** to contractors from such countries; I certify that this bidder is **not subcontracting** to any contractor from such a country or, **if subcontracting, the contractor has been registered with the Competent Authority**.

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Name & Signature of Authorized Signatory

Designation: _____

Agency Name: _____

Seal of the Company

Form – 1
(On Agency’s Letterhead)
List of Awards

We hereby submit the list of Digital and Social Media Awards won by our agency in the last 3 financial years (FY 2022–23, 2023–24, and 2024–25) as evidence of our strategic and creative excellence in the digital marketing space.

Eligible Awards include (but are not limited to):

- Afaqs Digies
- DMA India
- Drivers of Digital
- Indian Content Marketing Awards
- Indian Digital Awards
- Indian Digital Marketing Awards
- The Maddies
- Campaign India Digital Crest
- Cannes Lions

Sl. No.	Award Name	Category	Year	Client / Campaign Name
1	[Award Name]	[Category]	YYYY	[Client / Campaign]
2				
3				

Note: Detailed case studies related to the awards listed above are attached to this bid document.

Authorized Signatory

(Signature)

Name: _____

Designation: _____

Agency: _____

Date: _____

Seal of Agency



Form – 2A
(On the letterhead of the Agency duly stamped and signed)
List of Clients of the Agency

(Engaged with business relationships of ₹1 Crores and above in FY 2024–25)

S. No.	Name of Client	Sector of Client	Since Year (in chronological order starting with latest first)
1			
2			
3			

Signature of Authorized Person:

Signed at _____ dated _____ by

Designation _____ for _____ Agency

Seal of Agency



Form – 2B

(On the letterhead of the Agency duly stamped and signed)

List of Clients (BFSI Sector) of the Agency

(Engaged with BFSI clients including Banks, NBFCs, Insurance, etc.)

S. No.	Name of Client	Sector of Client	Since Year (<i>in chronological order starting with latest first</i>)
1			
2			
3			

Signature of Authorized Person:

Signed at _____ dated _____ by

 Designation _____ for _____ Agency

Seal of Agency



Form – 3
(On the letterhead of the Agency duly stamped and signed)
Declaration-cum-Certificate

TO WHOMSOEVER IT MAY CONCERN

This is to certify that this Agency has ____ **Years** of experience in **Digital and social media**.

Further, this is to certify that our Agency has ____ **Years** of experience in **Online Reputation Management (ORM)**.

Enclosures are attached to support the above-stated experiences.

Signature of Authorized Person:

Signed at _____ dated _____ by

Designation _____ **for** _____ **Agency**

Seal of Agency.