



**REQUEST FOR EXPRESSION OF INTEREST
FOR
EMPANELMENT OF ADVERTISING AGENCIES**

Last Date for Submission: 16:00 hrs of 4th September 2019

Issued by

**Corporate Communication Department
Indian Bank Corporate Office
254-260, Avvai Shanmugham Salai,
Royapettah,
Chennai – 600 014**

BID DETAILS IN BRIEF DESCRIPTION

| Sl.No | Description | Details |
|--------------|--|--|
| 1 | EOI No | EOI/01/2019 dated 14.08.2019 |
| 2 | Brief Description of the EOI | Request for Empanelment of Advertising Agencies |
| 3 | Bank's Address for Communication and Submission of Application | Deputy General Manager Corporate Communication Department Indian Bank Corporate Office 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014. Tel: 044 2813 4457/4583 Email: ccd@indianbank.co.in / indianbankccd111@gmail.com |
| 4 | Date of Issue | 14.08.2019 |
| 5 | Last Issue of Submission of Queries | 21.08.2019 |
| 6 | Date of Meeting for clarification of queries | 26.08.2019 |
| 7 | Last Date of Submission of Applications | 04.09.2019, Wednesday, 4 PM |
| 8 | Application Fees (Non-Refundable) | Rs 5,000/- (Rupees Five Thousand Only) |

Disclaimer

The information contained in this Expression of Interest (“EOI”) document or information provided subsequently to the Applicants whether verbally or in documentary form, by or on behalf of Indian Bank (**or Bank**), is provided to the Applicant(s) on the terms and conditions set out in this EOI document and all other terms and conditions, subject to which such information is provided.

This EOI document is not an agreement and is neither an offer nor an invitation to offer by Indian Bank to any parties other than the Applicant(s) who are qualified to submit the applications (herein individually and collectively referred to as “Applicant” or “Applicants” respectively). The purpose of this EOI is to provide the Applicant(s) with information and to assist the formulation of their proposals. This EOI does not claim to contain all the information, which each Applicant may require. Each Applicant may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this EOI. Indian Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI.

The information contained in this EOI document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Applicant require. Indian Bank does not undertake to provide any Applicant with access to any additional information or to update the information in the EOI document or to correct any inaccuracies therein, which may become apparent.

Indian Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this EOI and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank’s website (www.indianbank.in) and it will become part and parcel of the EOI.

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI. Indian Bank reserves the right to reject any or all the expression of interest / proposals received in response to this EOI document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

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1. ABOUT INDIAN BANK

Indian Bank was incorporated on March 5, 1907 with an Authorized Capital of Rs 20 lakh and commenced business on August 15, 1907, exactly 4 decades before India got independence. From a modest beginning, the Bank has emerged as one of the major commercial banks in the country. Bank is a household name in South India, more particularly in Tamil Nadu and has a distinguished history of more than one hundred years. Bank has strong fundamentals and brand equity.

Bank has completed its centenary during 2006-07. The Corporate Office is situated in Chennai, Tamil Nadu. Bank has a pan-India presence with 2872 branches as on June 30, 2019, 3885 ATMs/BNAs and 3034 Business Correspondents for supplementing the branch network.

Indian Bank, a Public Sector Undertaking became a Public Listed company in February 2007 and Government of India is the biggest shareholder with 79.62% shareholding. The Bank has its international presence in Singapore and Sri Lanka. The Bank has been serving the nation with a team of dedicated staff for the past 112 years. The Bank is having total business of Rs.4,26 lakh crore as on June 30, 2019 and is engaged in diversified banking activities.

2. DEFINITIONS

- 2.1 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Indian Bank', described in more detail in paragraph 1 above and which has invited Applications under this Expression of Interest and shall be deemed to include its successors and permitted signs.
- 2.2 'EOI' means this Expression of Interest for Empanelment of Advertising Agencies for handling print, audio, visual and digital communications and providing solutions to advertising requirements of the Bank
- 2.3 'Applicant' means an Advertising Agency submitting the proposal in response to EOI.

3. ABOUT EOI

- 3.1 Bank intends to empanel advertising agencies for handling print, audio, visual and digital communications and providing solutions to advertising requirements of the Bank
- 3.2 The EOI document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected consultant as identified by the Bank after completion of the selection process.

4. OBJECTIVE

- 4.1 Indian Bank invites applications from reputed Advertising Agencies to submit their "Expression of Interest" who fulfils the eligibility criteria as given below for empanelment of Advertising Agencies for handling print, audio, visual and digital communications and providing solutions to advertising requirements of the Bank.
- 4.2 The Applications satisfying the Eligibility Criteria as per the EOI and having experience in advertising, communication, media campaign, event management and PR services in Banking and Financial Sector are preferred.

5. ELIGIBILITY CRITERIA

A list of Qualifying Requirements and the supportive documents that need to be submitted is given below. Applications from the Agencies not meeting any of the following requirements or not submitting any of the documents shall be rejected. Only those agencies who satisfy all the conditions would be eligible for being called for giving presentation.

| S.No | Eligible Criteria | Documents to be enclosed |
|------|---|--|
| 1 | The applicant should be a Firm/Company (including a Multi-national company) established in India and should have been in existence for the last 5 years as on 30.06.2019. No two entities joining together (JVs) specific to this project will be considered. | Copy of the Certificate of incorporation / Constitutional Documents |
| 2 | The Agency should have a pan-India presence | A Self-declaration with details of branches and their address by the Applicant on company's letter head. |
| 3 | The Agency should have its Registered Office/Branch at Chennai with required manpower and infrastructure for handling publicity of the size and stature of the Bank | A Self-declaration by the Applicant on Company's letter head. |
| 4 | The Agency should have experience of at least 5 years of working on advertising in the Banking industry and minimum staff strength of 15 handling Publicity and Advertising related jobs. | Proof of Bill for the last 5 years having accomplished the work pertaining to Publicity and Advertising. |
| 5 | The Agency should have an independent creative and media planning team in Chennai and facilities to plan and execute campaigns in print, electronic, OOH and digital media at the national level. | A Self-declaration by the Applicant on Company's letter head. |
| 6 | The Agency should have the resources to handle multi-media, multi-lingual publicity campaigns with proficiency and proof-reading facilities in major Indian languages. | A Self-declaration by the Applicant on Company's letter head. |
| 7 | The Agency should have Net Profit and a positive net worth during previous three financial years i.e FY 2016-17, 2017-18 & 2018-19. | Certification by Statutory Auditor |
| 8 | The Agency should have a minimum billing of Rs 10 crore per annum for the past three consecutive years i.e FY 2016-17, 2017-18 & 2018-19. | Certification by Statutory Auditor, Copies of Audited Balance Sheet, IT Returns & GST Returns |
| 9 | The Agency should have worked with | Empanelment letter & |

| | | |
|----|---|--|
| | atleast two Banks (of which atleast one should be a PSU Bank) for last three financial years i.e FY 2016-17, 2017-18 & 2018-19 with satisfactory performance. | Certification of satisfactory performance (not more than 1 month) by the Banking clients (of which atleast one should be PSU Bank) |
| 10 | The Agency should have Indian Newspaper Society (INS) Accreditation | Copy of Certificate |
| 11 | In respect of agencies who are presently empanelled in Indian Bank and in the past, their dealings with us must be satisfactory. | Will be validated by Indian Bank Technical Evaluation Committee based on the participation in number of tenders and creative requirements. |
| 12 | The Agency should not have been blacklisted/disqualified/de-empanelled by any Central/State Government/ PSU / Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impacted or compromised the delivery of services required from July 2016 onwards. | A Self-declaration by the Applicant on Company's letter head. However Indian Bank would have the right to independently verify the same. |
| 13 | The Applicant's firm should not be owned or controlled by any Director or Employee or Relatives of Indian Bank | A Self-declaration by the Applicant on Company's letter head. |
| 14 | The company/firm and director/ partners should not have defaulted to any Bank/third party within the jurisdiction of India | Self-declaration along with CIBIL Report of the company/firm. |

Apart from the above minimum criteria, the Agency is also required to submit the following information

| S.No | Documents Required |
|------|---|
| 1 | Brief Profile of the Agency including the addresses of Head Office and Branch Offices |
| 2 | Board Resolution authorising the authorised signatory to sign on behalf of the Agency |
| 3 | Proof of Address of Registered Office |
| 4 | Letter of Transmittal |
| 5 | Letter of Declaration |
| 6 | Copy of PAN Card |
| 7 | Copy of GST Registration Certificate |
| 8 | Undertaking |
| 9 | Agreement (To be submitted by the agency after selection) |
| 10 | Indemnity Bond (To be submitted by the agency after selection) |

Note: Indian Bank reserves the right to ask for additional /alternated documents from the applicant. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

6. APPLICATION MONEY

6.1 The following amount shall be payable towards Application money.

| | |
|---|--|
| Application fees for Rs 5,000/- (Non-Refundable) | By way of DD favouring "Indian Bank" payable at Chennai issued by a Scheduled Commercial Bank. |
|---|--|

6.2. Further, all Applicants shall have to comply the following:

- Failure to produce the documents as necessary proof along with the Application fee while submission of EOI proposal shall render the application ineligible for empanelment.
- The Applicant shall submit one DD for Application fee
- The Applicant should not provide any commercial proposal with the response to this EOI.

7. SCOPE OF WORK

The scope of work for the empanelled agencies shall be, but not limited to, the following.

- Conceptualisation of creative and designing
- Designing layouts for
 - Brochures/leaflets
 - Posters/Bulletins/Newsletters
 - Stage Backdrops, Banners, Standees
 - Annual Reports, Press Booklets, etc
 - Tender Ads/Notices/Statutory Ads etc
 - Other Publicity assignments
- Planning Media Campaigns for our bank along with cost-benefit analysis
- Developing creative for release of our advertisements in Print, electronic, outdoor and digital media including websites, blogs, emailers, mobile applications, social media etc
- Development of TV commercials/AV Films and Radio Jingles on our various products and services.
- Release of advertisements in Print, Electronic and Outdoor Channels
- Event Management Support for arranging events like launch of new products/ Conferences/ AGM/ EGM/ Exhibitions etc
- Giving support in PR activities
- Translation Services in all major Indian languages
- Undertake media planning, buying, releasing, monitoring and billing for all media
- Other associated ATL & BTL activities / services as may be required by the Bank

8. TERMS AND CONDITIONS

- 8.1 The duration of Empanelment of proposed agencies will be for a period of Three Years. However, the Bank reserves the right to cancel or extend the validity period of empanelment.
- 8.2 Bank has the right to award the work to any of the empanelled advertising agencies, depending on the exigencies of the work and for any particular work depending on the nature and magnitude of the work.
- 8.3 No designing/conceptualization charges and material cost shall be paid by the Bank for any advertisement released through the agency in print, outdoor and electronic media. The design so used shall be on RIGHT BASIS. (The Bank will have right to use the design/ images used in the creative as per its requirement.)
- 8.4 Job(s) for release of advertisement in print, electronic and digital media will be assigned to the agency who has quoted the lowest amount. Out of various designs/concepts artworks submitted by the empanelled agencies the bank shall not be liable to pay any amount on account of conceptualization/designing/artwork etc to the agency for their concepts/designs not selected by the Bank.
- 8.5 Bank may at its sole and absolute discretion, choose to avail all services or part thereof. Such decision will be advised during the course of the engagement.
- 8.6 Bank will define the evaluation methodology in line with regulatory requirements and industry trends.
- 8.7 The empanelled agency will be paid the expenses incurred by them during their services on the due submission of any itemised bill. Payments made will be subject to deduction of TDS and such other taxes as may be applicable from time to time. Further, all prices should be expressed in Indian Rupees.
- 8.8 The successful agency/ies are required to enter into a contract with the Bank duly mentioned the terms and conditions and scope of work and remuneration criteria on mutually agreed terms.
- 8.9 The empanelled agency/ies should not use the ideas given to them for usage in favour of other banking institution.
- 8.10 All advertising material to be released on Bank's behalf should be duly approved by the Bank.

- 8.11 The design/concept developed by the agency and selected by the Bank shall be the sole property of the Bank and, as such, the agency concerned shall not have any right to use the same anywhere else.
- 8.12 The agency or its personnel shall not disclose any confidential information which are provided/ disclosed to them during the course of briefing or any discussion or acquired by the agency to any third party without prior written permission of the Bank.
- 8.13 The inclusion of agency in the Bank's Panel does not guarantee any minimum business.
- 8.14 Payment to the agency will be made on reasonable and mutually acceptable terms for any ultimately selected services and utilized service.
- 8.15 In case the agency closes its Chennai Office, it should immediately inform the Bank in writing.
- 8.16 Immediately on renewal of INS Accreditation Certificate, Copy/No of the same should be submitted to the Bank.
- 8.17 For the purpose of any assignment, the agency shall not carry out market research, advertising research, public relations, consultancy services, supervisory services, printing, etc without seeking prior written approval from the Bank.
- 8.18 The Bank shall make every effort to issue instructions and approvals in writing to the agency. However, if the same is conveyed orally, the agency shall get it confirmed immediately from CO. Corporate Communications Department of the Bank in writing to avoid disputes.
- 8.19 The Bank's dealing with the Agency shall be on a principal-to-principal basis and the Bank shall have no liability to pay any media or suppliers for anything done for the agency. Where the Bank has to sign joint contracts with third party media or suppliers, the Agency shall have to satisfy the Bank about proof of payment to the media or suppliers in scheduled time before release of payment by the Bank.
- 8.20 The Agency should be solely responsible in providing proper publicity materials and should adhere to the Industry Standard practices and ensure that the Bank which releases publicity materials are provided by the agency is not challenged for any copyright violation/for any objectionable content.
- 8.21 The Agency should be sincere and prompt in responding to the call of the Bank. The execution of job is to be time-bound and with all required information so as to avoid delay or duplication.

- 8.22 The rates given/quoted by the Agency shall be treated as final. In case of any revision thereof due to any reason, the Agency shall intimate the same to the Bank immediately and seek fresh approval of the Bank.
- 8.23 The Agency shall return all creatives, CD/DVDs, Pen Drives, photographs etc. given to it by the Bank for use of the printers, release in media from time to time. **The Bank will be free to use the ad material as per its requirement.**
- 8.24 Arrangement/Procurement of image/human faces/characters/insignia etc for use in Advertisement(s) shall be at the cost and responsibility of the Agency and the Bank shall not pay anything on this account. No dispute can be raised against the Bank in such matters by the agency or any third party. The agency shall be solely responsible for compensation etc., if any, ordered to be paid by any court or Forum in any such matters. It may be noted that the images used by the agency in the designs should be on **RIGHT BASIS**. (The Bank will have right to use the design)
- 8.25 The Bank reserves the right to accept or reject any or all offers without assigning any reason whatsoever.
- 8.26 In the event of breach of any terms and conditions enumerated hereunder, resulting in financial loss or reputation loss that could be crystallized, the agency would reimburse the loss and bear the damages.
- 8.27 The Bank shall have right to cancel the process of empanelment at any time.

9. DE-EMPANELMENT OF APPLICANTS

- 9.1 During empanelment period, the Bank reserves the right to reject any application without giving any reasons. The Bank's decision will be final in this regard.
- 9.2 Bank should retain with themselves the authority to blacklist or bar a Applicant for a specified period of the time from participating in its procurement process where the Bank has authentic information that the Applicant has been debarred from participating in the procurement process by a foreign country, international organisations or by a local organisation on ground of fraud or corruption or for some other reason which, in the opinion of the Bank is not compatible with its procurement policy and ethical standard.
- 9.3 If the service provided by the Agency is found to be unsatisfactory or if at any time it is found that the information provided for empanelment or for any Application is false or if irregularities shown by the Agencies when applying

for the Applications, the Bank reserves the right to remove such Applications from the empanelled list without giving any notice to the Agencies in advance.

10. PRE-EMPANELMENT QUERIES

10.1 The Applicant should carefully examine and understand the scope and terms and conditions of EOI and may seek clarifications, if required. The Applicants in all such cases seek clarification in writing in the same serial order of that of the EOI by mentioning the relevant page number and clause number of the EOI.

10.2 All communications regarding points requiring clarifications and any doubts shall be given in writing to the Deputy General Manager, Corporate Communication Department, Indian Bank Corporate Office, Royapettah, Chennai by the intending Applicants before 12 PM on 21st August 2019.

10.3 No oral or individual consultation shall be entertained.

10.4 Bank has the discretion to consider any other queries raised by the applicant's representative during the pre-empanelment meeting.

10.5 The Bank will consolidate all the written queries and any further queries during the pre-empanelment meeting and the replies for the queries shall be made available in the Bank's website and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Applicant/s and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the EOI and it will be binding on the Applicants.

10.6 Non-receipt of reply to the queries raised by any of the Applicants shall not be accepted as a valid reason for non-submission of application. In addition, non reply to any query may not be deemed the version of the Applicant as reflected in the query has been accepted by the Bank.

11. AMENDMENT TO EOI

11.1 At any time prior to deadline for submission of Applications, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective Applicant may modify the bidding document by way of an amendment.

11.2 Notification of amendments will be put up on the Bank's website (www.indianbank.in) and will be binding on all Applicants and no separate communication will be issued in this regard.

11.3 In order to allow prospective Applicants reasonable time in which to take the amendment into account in preparing their applications, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Applications.

12. PREPARATION OF APPLICATIONS

12.1 All applications and supporting documents shall be submitted in English and on A4 size paper, spirally bound securely and in serial order.

12.2 All pages of EOI should be stamped and signed by Authorised Signatory of the Applicant. All pages of the Application document should be serially numbered and shall be signed by the authorised person/s only. The person/s signing the Application shall sign all pages of the Application and rubber stamp should be affixed on each page. The Applicant should submit a copy of Board Resolution or power of attorney document showing that the signatory has been duly authorised to sign the Application document.

12.3 The Conformity to Eligibility Criteria should be complete in all respects and contain all information sought for as per ANNEXURE – 2.

13. ERASURES OR ALTERATIONS

The Offers containing erasures or alterations or overwriting will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Filling up of the information using terms such as "Ok", "Accepted", "Noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

14. SUBMISSION OF APPLICATION

14.1 Application forms, complete in all respects, may be sent in a sealed envelope superscribed "Empanelment of Advertising Agencies" addressed to

**The Deputy General Manager
Corporate Communication Department
Indian Bank Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai – 600 014**

14.2 The applications should confirm to the terms and conditions mentioned in the EOI

- 14.3 The applications have to be submitted by the eligible agencies on/before 4th September 2019 up to 4 PM after which no application will be entertained.
- 14.4 Applications once submitted will be treated as final and no further correspondence will be entertained in this regard.
- 14.5 Further, the Bank reserves the right to accept, reject either in full or in part all or any application or even cancel the EOI at any time during the EOI process and even re-issue a fresh EOI process without assigning any reason.
- 14.6 The Bank reserves the right to terminate the services of any agency at any point of time without assigning any reason whatsoever.
- 14.7 Indian Bank reserves the right to amend, modify, add or delete, accept or reject in part or full any conditions mentioned above without assigning any reason thereof. The decision of the Bank will be final.
- 14.8 The amendments so carried out will be posted on Bank's website in the form of an addendum/corrigendum and the same will be assumed as reasonable notification to the agencies. Any such amendments made shall form an integral part of the EOI.

15. EVALUATION OF EOI

- 15.1 The Bank will evaluate the application/s submitted by the applicant/s under this EOI by the appropriate committee of the Bank. The bank may also engage an external agency for evaluation of the application. It is Bank's discretion to decide at the point of time.
- 15.2 At the time of evaluation of EOI, the Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the Application which does not constitute a material deviation. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the Applicants and the Bank reserves the right for such waivers.

16. PROCEDURE FOR EMPANELMENT

- 16.1 All the proposals received will be scrutinised to assess the eligibility based on the qualifying criteria. Those proposals which do not meet the qualifying criteria will be rejected.

- 16.2 The agencies fulfilling the eligible criteria and quality of their latest creatives will be shortlisted.
- 16.3 The shortlisted agencies will be invited to make a presentation on a specific theme/campaign/product as decided by the Bank
- 16.4 The agencies will be evaluated based on the following
- Agency's understating of the needs of the financial sector and Indian Bank
 - Availability of Infrastructure facilities
 - Recent creative work done for other Banks for print media
 - TV Commercials/Radio Jingles made for other clients
 - Media Buying Capabilities
 - BTL/Event Management Activities Undertaken
 - Understanding of Digital Media and creatives prepared for digital media for other clients.
 - Public Relations

17. CLARIFICATION OF OFFERS

- 17.1 During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the Applicants/ any of the Applicants on the offer made by them. The request for such clarifications and the Applicants response will necessarily be in writing and it should be submitted within the time stipulated by the Bank
- 17.2 The Bank can repeat this normalisation process at every stage of Application submission till Bank is satisfied. The shortlisted Applicants agree that, they have no reservation or objection to the normalisation process and all the technically shortlisted Applicants will, by responding to this EOI, agree to participate in the normalisation process and extend their co-operation to the Bank during the process.
- 17.3 The shortlisted Applicants, by submitting the response to this EOI, agree to the process and conditions of the normalisation process.

18. MODIFICATION/CANCELLATION OF EOI

18.1 The EOI is not an offer by Indian Bank but an invitation to get the response from the interested Applicants for shortlisting the Applicants for Bank's requirements. No contractual obligations whatsoever shall arise from the Expression of Interest process.

18.2 The Bank reserves the right to cancel EOI process at any time, without thereby incurring any liabilities to the affected Applicant (s). Reasons for cancellation, as determined by the Bank in sole discretion include but are not limited to, the following:

- Services contemplated are no longer required
- Change in the scope of work or due to unforeseen circumstances and / or factors and/or new developments
- The project is not in the best interest of the Bank
- Any other reason

18.3 The Bank also reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected Applicant (s) on account of such rejection. Bank shall not be obliged to inform the affected Application (s) of the grounds for the Bank's rejection.

19. RESPONSIBILITY FOR COMPLETENESS

19.1 The Applicant shall be responsible for any discrepancies, errors and omissions in the Application, or other information submitted by him/her irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not. The Applicant shall take all corrective measures arising out of discrepancies, error and omissions in the Application and other information as mentioned above within the time schedule.

19.2 Wilful misrepresentation of any fact within the Application will lead to the disqualification of the Applicant without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of Indian Bank.

19.3 The Bank reserves the right to verify the validity of Application information and to reject any Application where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI or even after the award of contract.

20. INTIMATION TO THE SHORTLISTED APPLICANTS

The Bank reserves the right to intimate the shortlisted agencies on the basis of evaluation.

**DEPUTY GENERAL MANAGER
Corporate Communication Department**

ANNEXURE 1

Covering Letter Format

(Covering letter has to be submitted in company's letter head)

Offer Reference No:

Date: DD-MM-YYYY

To

The Deputy General Manager
Corporate Communication Department
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai – 600 014

Dear Sir,

Sub: Empanelment of Advertising Agencies

Ref: EOI/01/2019 dated 14.08.2019

Having examined the EOI document including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to get shortlisted as Advertising Agencies with the said EOI.

We agree to abide by and fulfil all the terms and conditions of the EOI and in default thereof, to forfeit and pay to you or your successors, or authorised nominees such sums of money as are stipulated in the conditions contained in EOI.

We enclose a list of Public Sector/ Private Sector Banks in India (giving their full addresses) to whom we consulted as Consultant.

We accept all the Instructions and Terms and Conditions of the subject EOI.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our Application is liable to be rejected.

Date:

Signature with seal:

Place:

Name:

Designation:

ANNEXURE 2

Eligibility Criteria Declaration

(To be submitted in company's letter head)

Sub: Empanelment of Advertising Agencies

Ref: EOI/01/2019 dated 14.08.2019

We have carefully gone through the contents of the above referred EOI and furnish the following information relating to Eligibility Criteria.

| S.No | Eligible Criteria | Documents to be submitted | Complied or Not Complied |
|------|---|---|--------------------------|
| 1 | The applicant should be a Firm/Company (including a Multi-national company) established in India and should have been in existence for the last 5 years as on 30.06.2019. No two entities joining together (JVs) specific to this project will be considered. | Copy of the Certificate of incorporation / Constitutional Documents | |
| 2 | The Agency should have a pan-India presence | A Self-declaration with details of branches and their address by the Applicant on company's letter head. | |
| 3 | The Agency should have its Registered Office/Branch at Chennai with required manpower and infrastructure for handling publicity of the size and stature of the Bank | A Self-declaration by the Applicant on Company's letter head. | |
| 4 | The Agency should have experience of atleast 5 years of working on advertising in the Banking industry and minimum staff strength of 15 handling Publicity and Advertising related jobs. | Proof of Bills for the last 5 years having accomplished the work pertaining to Publicity and Advertising. | |
| 5 | The Agency should have an independent creative and media planning team in Chennai and facilities to plan and execute campaigns in | A Self-declaration by the Applicant on Company's letter head. | |

| | | | |
|----|---|---|--|
| | print, electronic, OOH and digital media at the national level. | | |
| 6 | The Agency should have the resources to handle multi-media, multi-lingual publicity campaigns with proficiency and proof-reading facilities in major Indian languages. | A Self-declaration by the Applicant on Company's letter head. | |
| 7 | The Agency should have Net Profit and a positive net worth during previous three financial years i.e FY 2016-17, 2017-18 & 2018-19. | Certification by Statutory Auditor | |
| 8 | The Agency should have a minimum billing of Rs 10 crore per annum for the past three consecutive years i.e FY 2016-17, 2017-18 & 2018-19. | Certification by Statutory Auditor, Copies of Audited Balance Sheet, IT Returns & GST Returns | |
| 9 | The Agency should have worked with atleast two Banks (of which atleast one should be a PSU Bank) for last three financial years i.e FY 2016-17, 2017-18 & 2018-19 with satisfactory performance. | Empanelment letter & Certification of satisfactory performance (not more than 1 month) by the Banking clients (of which atleast one should be PSU Bank) | |
| 10 | The Agency should have Indian Newspaper Society (INS) Accreditation | Copy of Certificate | |
| 11 | In respect of agencies who are presently empanelled in Indian Bank and in the past, their dealings with us must be satisfactory. | Will be validated by Indian Bank Technical Evaluation Committee based on the participation in number of tenders and creative requirements. | |
| 12 | The Agency should not have been blacklisted/disqualified/de-empanelled by any Central/State Government/ PSU / Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impacted or compromised the delivery of services required from July 2016 onwards. | A Self-declaration by the Applicant on Company's letter head. However Indian Bank would have the right to independently verify the same. | |

| | | | |
|----|---|---|--|
| 13 | The Applicant's firm should not be owned or controlled by any Director or Employee or Relatives of Indian Bank | A Self-declaration by the Applicant on Company's letter head. | |
| 14 | The company/firm and director/partners should not have defaulted to any Bank/third party within the jurisdiction of India | Self-declaration along with CIBIL Report of the company/firm. | |

Note: The decision of Indian Bank shall be final, conclusive and binding on all the parties.

Date:

Signature with seal:

Place:

Name:

Designation:



ANNEXURE 3

Application Form

APPLICATION FORM TO BE SUBMITTED BY ADVERTISING AGENCIES FOR RENDERING SERVICE TO INDIAN BANK – EXPRESSION OF INTEREST

Name of the Agency :

Date of Establishment :

INS Accreditation : Yes / No
(If yes, copy to be enclosed)

Full Name of the Proprietor/
Partners/ Directors with
expansion of Initials :

Full Address of the
Registered Office with
Telephone Numbers : -----

Full address of the Head
Office (If different from
Above) with Telephone
Numbers :



Full address of the office in
Chennai with Telephone
Numbers :

Authorised Contact Person :
(With Contact Details – Tel/
Mobile/Email)

No of Years in Advertising Business :

No of branches/offices & :
their addresses

Details of Manpower in Chennai Office:

Chennai Head : Available Not Available

Copywriter : Available Not Available

If available, please specify number of Copywriter/s

Art Director : Available Not Available

If available, please specify the number

Designers : Available Not Available

If available, please specify the number

Creative Head : Available Not Available

Media Manager : Available Not Available

If available, please specify the number



Client Service Executives: Available Not Available

If available, please specify the number

Details of Manpower in Head Office if other than Chennai

Copywriter : Available Not Available

If available, please specify number of Copywriter

Art Director : Available Not Available

If available, please specify the number

Designers : Available Not Available

If available, please specify the number

Creative Head : Available Not Available

Media Manager : Available Not Available

If available, please specify the number

Client Service Executives: Available Not Available

If available, please specify the number

Infrastructure Details

Number of Computers available at each office

Head Office Chennai Office



Other Offices

Please specify name of each office and give the number.

Softwares available with the agency to prepare creatives :
(Print, AV, Digital etc)

Please provide details at Chennai Office:

Generator facility : Available Not Available

UPS : Available Not Available

Mode of communication

Between your offices : E-mail Fax

Phone FTP

Website : Available Not Available

If available, address of website :

Last updated on :

Financial Position

| Billing for 2016-17 (in crores) | Billing for 2017-18 (in crores) | Billing for 2018-19 (in crores) |
|---------------------------------|---------------------------------|---------------------------------|
| | | |



Net profit

| 2016-17 | 2017-18 | 2018-19 |
|---------|---------|---------|
| | | |

Annual Business Turnover

| 2016-17 | 2017-18 | 2018-19 |
|---------|---------|---------|
| | | |

Copies of Audited Balance Sheets and Profit & Loss Accounts to be enclosed

Declaration: Self-declaration on the letter head that there are no outstanding Income Tax/ Sales Tax dues/ Service Tax/ GST/ any other taxes

Photocopy of the Challan for Rs.5,000/--

| Bank | Branch | Date | Paid by cash | Net transfer details |
|------|--------|------|--------------|----------------------|
| | | | | |

List of Major Corporate Clients serviced:

Proof of work executed for PSU/Bank/Government Department or reputed Company/Private/Corporate sector as per format given below:

A) CORPORATE CLIENTS

| S.No | Name | Billing for 2016-17 | Billing for 2017-18 | Billing for 2018-19 |
|------|------|---------------------|---------------------|---------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

B) SCHEDULED COMMERCIAL BANKS

| S.No | Name | Billing for 2016-17 | Billing for 2017-18 | Billing for 2018-19 |
|------|------|---------------------|---------------------|---------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Major campaigns handled during past two years:

| Sl No | Name of Organization | Contact person for reference and Phone no | Cost of Campaign (Rs. in lakhs) | Date of Order | Nature of Campaign | Proof Enclosed (Yes/No) |
|-------|----------------------|---|---------------------------------|---------------|--------------------|-------------------------|
| | | | | | | |

Give details of experience in making TVCs/ Corporate Films/ AVs for Banks in preceding 2 years.

| Sl No | Name of the Bank | Product | Proof Enclosed (Yes/No) |
|-------|------------------|---------|-------------------------|
| | | | |

Give details of other services offered to clients during preceding 2 years

| Sl No | Name of the Client | Nature of Services Offered |
|-------|--------------------|----------------------------|
| | | |

Give details of National/ International awards in the field of advertising received during preceding 2 years

| Sl No | Name of the Award | Details of the Award |
|-------|-------------------|----------------------|
| | | |

Bankers and their addresses:

1. Principal Bankers
2. Other Bankers



Details of application Money:

DD No & Date:

Bank/Branch

Date:

Signature with seal:

Place:

Name:

Designation:

ANNEXURE 4

Compliance Statement (To be submitted in Company's Letter Head)

To

The Deputy General Manager
Corporate Communication Department
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai – 600 014

Dear Sir,

Sub: Empanelment of Advertising Agencies

Ref: EOI/01/2019 dated 14.08.2019

We understand that any deviations mentioned elsewhere in the Application will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the Application, if the Application is not submitted in proper format as per subject.

| Sl.No | Description | Complied Yes/No |
|-------|--------------------------------|-----------------|
| 1 | Scope of Empanelment | |
| 2 | Empanelment Procedure | |
| 3 | Instructions to the Applicants | |

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case of any discrepancy found in the information submitted by us our tender is liable to be rejected.

Date:

Signature with seal:

Place:

Name:

Designation:



ANNEXURE 5

Letter of Transmittal (To be submitted in Company's Letter Head)

To

Deputy General Manager (CCD)
Indian Bank, Corporate Office
254-260, Avvai Shanmugam Salai
Royapettah, Chennai – 600 014

Dear Sir,

Sub: Empanelment of Advertising Agencies

Ref: EOI/01/2019 dated 14.08.2019

Having examined the details given in Website-Notice for the above work, I / We hereby submit the applications (issued / downloaded from website) and other relevant information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I / We have furnished all information and details necessary and have no further pertinent information to supply.
3. I / We also authorize Officials of Indian Bank to approach individuals, employers, firms and corporates to verify our competence and general reputation.
4. I / We also submit prescribed declaration in respect of downloaded Application Form
5. We submit the certificates in support of our suitability & capability for having successfully completed the following works.

| SI No | Name of Work | Certificate from |
|-------|--------------|------------------|
| | | |

Enclosures:

Seal of applicant:

Date of submission

Signature(s) of applicant (s)

ANNEXURE 6

DECLARATION

(To be submitted in Company's Letter Head)

It is to certify that

1. I / We have submitted the Application Form in the proforma as **downloaded directly from the website & there is no change in format.**
2. I / We have submitted Application Form which **are same / identical** as available in the website.
3. I / We have **not made any modifications / corrections / additions etc** in the Application Form downloaded from the website.
4. I / We have checked that **no page is missing** and all pages as per the index are available & that all pages of Application Form submitted by us are **clear & legible.**
5. I / We have **signed with seal all the pages** of the Application Form before submitting the same.
6. I / We have **sealed** the Application Form properly before submitting.
7. I / We have submitted the photocopy of the challan for Rs.5,000- towards cost of application.
8. I / We have read carefully & understood the instructions.
9. In case at any stage later, it is found that there is difference in our downloaded Application Form from the original, INDIAN BANK shall have the absolute right to take any action as deemed fit without any prior intimation.

Date:

Signature (s) of applicant (s)

ANNEXURE 7

AGREEMENT

This Agreement made on this day of 2019 at Chennai between Indian Bank incorporated under the having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014 (herein under referred to as “The Bank” which expression shall, include its successors and assigns on the one part and M/s. a Company incorporated under the Indian Companies Act, 1956 having its Registered Office at and branch office in Chennai at (Hereinafter referred to as “The Agency” which expression shall include its successors and assigns on the other part.

Whereas The Bank has agreed to empanel the agency vide its letter No. dated for its publicity activities such as conceptualizing, designing and release of the Bank’s advertisement through print, electronic, digital or outdoor media and any other requirement related to publicity and advertising of the Bank more fully described in EOI to this agreement.

And whereas the said Agency has agreed to undertake all such jobs as and when assigned by the Bank on the following terms and conditions.

In consideration of the above it is agreed between the parties as follows:-
Terms and conditions of empanelment:

1. The empanelment will come into force with effect from for a period of three years.
2. The services required to be rendered to the Bank by the agency and the other conditions governing the same are detailed in the EOI.
3. Through the empanelment is for a period of three years i.e. up to, overall performance of the agency will be continually reviewed on the basis of the services rendered. The Bank reserves the right to terminate the empanelment arrangement, with a notice period of 30 days.
4. The empanelment of the agency will stand cancelled if
 - i) Agency loses accreditation of INS
 - ii) The Bank has reason to believe that the agency has indulged in unfair practices or the services provided by the agency are not of required standard and quality to the satisfaction of the Bank.

5. The Bank will allocate the amount of work of advertising to empanelled agencies at its discretion.

6. The agency shall ensure that all advertisements released in various media on behalf of The Bank have the prior written approval of the officer or officers so authorized by The Bank. In case of emergency, if the agency has to undertake any work on verbal instructions, a letter of confirmation will have to be obtained by the agency at the earliest.

a) The Bank will appoint representatives who shall have full authority to take all necessary decisions regarding the work allotted and the provision and scope of services.

b) Agency & its representatives shall meet at regular intervals during the continuation of each work to discuss and minutes the progress at work.

c) The Agency shall comply with the reasonable requests of the Bank and shall use its best endeavors to promote and reflect the interest of The Bank in relation to each work.

7. The services of the Agency may be utilized by the other offices viz. Zonal Offices/Branches or other offices of the Bank if required.

8. The agency hereby undertakes to indemnify The Bank against any claim or proceedings brought against it by reason of any act or omission or negligence on its part of /on the part of its Employees/ agents, in the performance of the said services. Any claim arising out of improper/illegal use of invasion of copyright pertaining to the designs, visuals scripts, etc. provided by the agency or any claim arising out of violation of any statutory law, rules, regulations made by any authority having powers to make such rules and regulations, shall be borne by the agency alone and The Bank shall have no liability or responsibility as such.

9. Confidential Information

(a) Agency and The Bank agree to treat as secret and confidential any information relating to the technology technical processes.

(b) Agency and The Bank agree to keep and to ensure that their personnel shall keep all information, trade secrets, documents and all matters arising or coming to its or their attentions in connection with the performance of the services secret and confidential and not at any time for any reason whatsoever to disclose from or permit them to be disclosed to any third party except as permitted.

10. Ownership of Confidential Information and other materials

(a) All confidential information which shall mean -

(i) Copyright material, any translation, revision or other form in which an existing work may be recast, transformed or adapted;

(ii) Patented material, any improvement thereon, and

(iii) Materials which are protected by trade secret, any new material derived from such existing trade secret material, including any new material which may be protected by copyright, patent and/or trade secret. All materials (including without limitation, documents, drawings, models, apparatus, sketches, design and lists) furnished to the Agency and which are designated to be the property of The Bank shall remain the property of the Bank and shall be returned to the Bank promptly together with any copies thereof.

11. Agency undertakes that -

(a) It has necessary skills and expertise to provide the services with generally accepted skill and workmanship in the industry and with highly qualified and experienced personnel.

(b) It will complete the work assigned with due diligence and efficiency and in accordance with sound principles and practices within advertisement industry.

(c) Will complete the services in such manner or shall always to safeguard to protect the Bank interest and with all necessary and proper steps taken to prevent above or uneconomical or inefficient use of facilities or resources make available to it.

(d) No announcement or publicity concurring this agreement or any work assigned shall be made by the Agency without the prior written consent of the Bank.

(e) It will conform with the Bank and/or its customers standard codes of safety and security practices while on its premises as communicated and any other practices which as reasonably required of a service provider to adhere to.

12. Agency will ensure that all the contents like photograph/video clip/information used in the Creative have been acquired by them after making due diligence and proper payment/remuneration.

13. Without prior written consent of the Bank the agency shall not sub-let or assign in part or full, jobs entrusted to it by the Bank and even when such consent is given, it shall not absolve the agency of its obligation under.

14. The courts in Chennai alone shall have the exclusive jurisdiction in respect of any legal proceedings arising out of these conditions.

15. Payment to the agency will be made on reasonable and mutually acceptable terms for any ultimately selected services and utilized service.

16. In the event of breach of any terms and conditions enumerated hereunder, resulting in financial loss or reputation loss that could be crystallized, the



agency would reimburse the loss and bear the damages to the Bank or any 3rd party as instructed by the Bank.

In Witness whereof, the parties have put their hand on this Agreement on the day and year first above written.

For INDIAN BANK

for M/s

DEPUTY GENERAL MANAGER

Place : Chennai

Date :

ANNEXURE 8

Indemnity Bond

This bond of Indemnity executed on thisday of 2019 by Shri/Smt..... Chairman & Managing Director, Agency, accreditation No..... and Head Office at and Regional Office at (Full address) hereinafter called the Indemnifier which expression shall always include his/her heirs, executors, administrators and assigns in favour of Indian Bank having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014, hereinafter called the Indemnified which expression shall include its heirs, executors, administrators and assigns whereas indemnifier has been empanelled as an agency for carrying out various tasks including typesetting, designing, pagemaking, creating artworks, preparing media plan, submitting quotations for release of advertisements, media buying, preparing detailed action plan for outdoor publicity / public relations / advertisement / campaigns marketing communication activities in various media and other publicity/event/campaign related activities for the indemnified from time to time.

The Agency shall provide all the relevant documents and information as required by the Bank from time to time.

In case of any dispute, notwithstanding the nature or type of dispute in any form or the amount involved, the Bank's written demand shall be final and binding upon the Agency.

The above undertaking by the Agency shall be continuing and shall not be discharged by any change in the constitution of the Agency.

In the event of delay / failure to abide by the terms and conditions of the Indemnity Bond, the Bank would take up any action against the Agency as deemed fit by the Bank including legal proceedings.

The Indemnifier undertakes to indemnify the indemnified at all times and from time to time against all costs, damages, losses, claims and demands and actions and proceedings that may be taken against the Indemnified by any other person or persons and/ or by which Indemnified may have to suffer, undergo or pay as a result of/ by reason of such execution/process of execution of the various activities by the Indemnifier as aforesaid and/ or in connection with the jobs entrusted to the Indemnifier by the Indemnified and/ or otherwise.

IN WITNESS WHEREOF the Agency as aforesaid has On these presents on the day, month and year first above written.

Signed and delivered on this



The Indemnifier in the
Presence of

1..... Witness

2.....Witness

Signature of the Indemnified.

ANNEXURE 9

Undertaking

We Agency with our Head Office at
and Branch Office at hereby undertake to do the jobs to be
entrusted to us by Indian Bank from time to time even at short notice.

.....

(Authorised Signatory)