

Notice Inviting Expression of Interest for Empanelment of Accredited Advertising Agencies for our advertising requirements, media planning, media buying on our various schemes, services and products

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Please Note: This document contains 25 pages

Part 1 - Introduction

Indian Bank invites expression of interest from INS accredited Advertising agencies who can handle the entire gamut of Audio and Visual Communications and give complete solution for promotional activities of the Bank. The agencies are required to produce novel creatives, frame media planning, media buying etc., to meet Banks advertising requirements in various media for a period of 3 years.

SCOPE

The agencies empanelled under this category may be entrusted with the task of developing creatives and adworks for our advertisements, posters, brochures, banners, pamphlets etc., on banks various schemes, products and campaigns. The agencies should be capable of planning for launch of our new products and handling advertisements/campaigns effectively.

The agencies should be able to provide complete solutions to our promotional requirements, through creatives, media planning and media buying in various media.

SUBMISSION

Interested agencies may submit their complete profile demonstrating proficiency in all aspects with supporting documents in sealed envelopes on or before March 1, 2013 before 3.00 p.m

The covers should be superscribed

Assistant General Manager (MCC) Corporate Communications Department, Indian Bank, Corporate Office, 254-260, Avvai shanmugam salai, Royapettah, Chennai 600014.

SELECTION PROCESS

Phase I : Short listing the eligible agencies who meet the eligibility criteria Phase II : Presentation of their capabilities before the Publicity Committee

Empanelled agencies should sign an **AGREEMENT** (refer page 20-22 for format)

Empanelled Agencies should also execute an **INDEMNITY BOND**. (refer page 23-24 for format).

Empanelled Agencies should sign an **UNDERTAKING** expressing their willingness to work for Indian bank (refer Page 25 for format)

INDIAN BANK

Eligibility Criteria and General Instructions

This document has 25 pages.

- 1. Brief profile of the Agency covering the following information to be provided:
 - a) The agency should have Corporate /Head Office/ Branch at Chennai.
 - b) Constitution of Agency Proprietorship, Partnership, Pvt Ltd, Public Ltd
 - c) Complete Address of the Registered Office along with landline telephone number.
 - d) Addresses of the Branch Offices, if any, with name and Telephone No. of contact person
 - e) Amount of annual Turnover Rs 15.00 crore and above supported by copies of Audited balance Sheet, IT Returns along with certificate certifying turnover from Chartered accountant pertaining to Financial Years 2009-10, 2010-11 and 2011-12.
- 2. INS Accreditation:

The agency is required to be INS accredited at least for the last three years. Copies of Accreditation Certificates to be submitted.

- 3. Details of Employees:
 - a) Total number of employees Technical and Non technical
 - b) Number of employees in Chennai Office Technical and Non-technical
 - c) Number of professionals /on retainer-ship basis
- 4. Proof of empanelment with other PSUs/Banks/FIs the names there-of along with certificate in support thereof.
- 5. The empanelment shall be on the following general terms and conditions:
- I. The empanelment will be for the period **2013** to **2016** or such other term as may be decided by the Bank.
- II. Bank reserves the right to de-panel the agency at any time during the period of such empanelment without assigning any reason.
- III. The agency will be required to conceptualize & prepare designs for issuing advertisements in print media, outdoor media, cinema slides, films, radio, TV etc and printed publicity material like brochures, booklets, posters, folders, annual reports, calendars, diaries, presentation items etc at the prescribed rates charged by the media concerned for such advertisements. The agency shall offer competitive rates in case of ad hoc publicity jobs/designing, production etc. 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.)

- IV. Job(s) for release of advertisement in print and electronic 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.
- V. All advertising material to be released on Bank's behalf should be duly approved by the Bank.
- VI. 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.
- VII. 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.
- VIII. The inclusion of agency in the Bank's Panel does not guarantee any minimum business.
 - IX. Payment to the agency will be made on reasonable and mutually acceptable terms for any ultimately selected services and utilized service.
 - X. In case the agency closes its Chennai Office, it should immediately inform the Bank in writing.
 - XI. Immediately on renewal of INS Accreditation Certificate, copy of the same be submitted to the Bank.
- XII. 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.
- XIII. 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.
- XIV. 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.
- XV. 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 provided by the agency is not challenged for any copy right violation/for any objectionable content.

- XVI. 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.
- XVII. The rates given/quoted by the Bank 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.
- XVIII. The Agency shall return all artworks, blocks, films, CDs, photographs etc. given to it by the Bank for use of the publishers, printers, channels, radios from time to time. **The Bank will be free to use the ad material as per its requirement.**
 - XIX. 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)
 - XX. The Bank reserves the right to accept or reject any or all offers without assigning any reason whatsoever.
 - XXI. 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.
- XXII. The Bank shall have right to cancel the process of empanelment at any time.
- 6. The applicant (Proprietors/Partners/Directors of the Firm/Company) shall give a list of their relatives working with Indian Bank, if any, alongwith their designations and address. If there is none, a NIL statement shall be given as per below mentioned format.

SI No.	Name relatives	of	the	Relationship	Designations	Address

- 7. Applications containing inadequate information / documents are liable for rejection.
- 8. Eligibility shall be decided based on supporting documents/proof submitted.
- 9. The applicant shall be liable for disqualification if it is found at any stage of the evaluation process/or later that misleading or false representations have been made or any relevant information are deliberately suppressed in the forms, statements and enclosures required in the application or there is record of poor performance etc.
- 10. After evaluation, the eligible applicants will be shortlisted and will be asked to make presentations before the Committees specified for the purpose.

- 11. The Bank reserves the right to verify the particulars furnished by the applicant independently. If any information furnished by the applicant is found to be incorrect at a later stage, the applicant shall be liable to be debarred from taking up any work in Indian Bank.
- 12. The empanelled agencies shall execute an indemnity bond to protect the Bank against any third party claims including Intellectual Property Right/Copyright claims or any other liabilities whatsoever in respect of any eventuality/ies during the entire process of various works to be allotted by the Bank and subsequently as well. The Agency shall also indemnify the Bank the cost of making alternate arrangement against any failure on the part of the Agency to provide any item/service originally agreed upon.
- 13. Income Tax and other Statutory levies, if any, will be deducted by the Bank from the bills payable.
- 14. Any relevant information pertaining to this application form shall be enclosed as Annexure/s.

Part 3 – Information relating to submission of application forms

Details of payment made towards purchase of application form	The cost of application form is Rs. 1,000/- (non- refundable) . The payment for the same shall be deposited into Account Number-CA 432438545, Name of the branch- Harbour branch, IFSC Code: IDIB 000 H003, Name of the A/c HO Corporate Communications Department. No Cash or Cheque or DD will be accepted. The Xerox copy of the challan should be enclosed with the application form
Time & Last Date of submission	on or before March 1, 2013 before 3.00 p.m. as specified in the application form
Time & Date of presentation	To be intimated only to the qualifying applicants

- 1. Sealed application forms are invited from Agencies fulfilling the eligibility criteria stipulated in Notice Inviting Expression of Interest to empanel the services of advertising agencies for carrying out various Publicity/Public Relations/Corporate Communication activities for the Bank.
- 2. Application forms should be in the prescribed form and shall be downloaded from our website:<u>www.indianbank.in</u>. The cost of application form is **Rs. 1,000/- (non-refundable)**. The payment for the same shall be deposited into Account Number-CA 432438545, Name of the branch Harbour branch, IFSC Code: IDIB 000 H003, Name of the A/c HO Corporate Communications Department. No Cash or Cheque or DD will be accepted. The Xerox copy of the challan should be enclosed with the application form.
- 3. The Sealed cover superscribed 'Notice Inviting Expression of Interest' for empanelment of Advertising Agency - addressed to the Asst. General Manager (MCC), Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, containing the application form and all relevant documents should be submitted at the office of the Asst.General Manager (MCC), Indian Bank Corporate Office, Estate Department, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014.
- 4. Applications received without adhering to the above procedure will be liable for rejection.
- 5. Conditional application, application received open, received after the stipulated date and time, not meeting all the conditions, incomplete application will be summarily rejected.
- 6. The Bank reserves the right to accept or reject any or all the application forms without assigning any reason whatsoever.
- 7. Submission of application forms by applicants implies that the applicants have read this notice and other documents and have made themselves aware of the scope, specifications and duties bearing on the execution of the job.
- 8. The applicants should see carefully & ensure that the **Complete Application Form** contains 25 pages in total.

- 9. The printout of Application Form should be taken on 'A 4' size paper only & the printer settings etc are such that the document is printed as appearing in the website & there is no change in formatting, number of pages etc.
- 10. The applicants should ensure that **no page** in the downloaded Application Form is **missing**.
- 11. The applicants should ensure that all pages in the downloaded Application Form are **legible, clear** & are printed on good quality paper.
- 12. The applicants should ensure that **every page** of the downloaded Application Form is **signed by applicant/s with seal.**
- 13. The applicants should ensure that the downloaded Application Form is **properly bound and sealed** before submitting the same.
- 14. In case of any correction / addition / alteration / omission in the document by the applicants, it shall be treated as non-authenticated and is not acceptable.
- 15. The applicants shall furnish a declaration to the effect that no addition / deletion / corrections have been made in the Application Form submitted and it is identical to the Application Form appearing on Website.
- 16. The applicants should read carefully & **sign the declaration** before submitting the Application Form.
- 17. In case of any doubt in the downloaded Application Form, the same should be got clarified from CO: Corporate Communications Department of Indian Bank functioning at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014, Ph. No: 044-28134583/ 28134457 before submitting the Application Form.

Specimen to be submitted along with the application

From

Name of the agency Complete Address

То

Asst. General Manager (**MCC**) Corporate Office Indian Bank Chennai

Dear Sir,

Sub: Details of the contact person

Given below are the details of the contact person.

- 1. Name
- 2. Designation
- 3. Telephone Number (Office)
- 4. Mobile Number`
- 5. Email ID

Signature

We hereby state that the above particulars are true to the best of our knowledge and all the documents submitted are duly signed by the authorized person of the agency.

Signed by the Head of the Institution or Authorised Signatory/ies. With full name and office seal

LETTER OF TRANSMITTAL

То

Asst. General Manager (**MCC**) Indian Bank, Corporate Office 254-260, Avvai Shanmugam Salai Royapettah, Chennai – 600 014

Sub: Application Form for empanelment of advertising Agency/ies for Indian Bank.

Sir,

Having examined the details given in Website-Notice for the empanelment, I / We hereby submit the applications (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 informations 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. I/ We submit the certificates in support of our suitability & capability for having successfully completed the following works.

SL NO	Name of Work	Certificate from

Enclosures:

Seal of applicant:

Signature(s) of applicant (s)

Date of submission

DECLARATION

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 Xerox copy of the challan for Rs.1,000- towards cost of application.
- 8. I / We have read carefully & understood the instructions.
- 9. In case of any difference in the application form submitted by us and the original Application Form downloaded from website of Indian Bank, Indian Bank shall have absolute right to take any action as deemed fit without any prior intimation.

Date:

Signature (s) of applicant (s)

Profile

Name of the Agency	:
Date of formation	:
Date of Accreditation	:
Details of the Accreditation (For the past 3 years)	:
Full Name with expansion of Initials and Designation of The Head of the Agency	:
Full Address of the Registered Office	:
	(Village/Town)
	(Taluk) (City)
	(Country) (Pincode)
	(I meduc)

Full address of the Head Office (If different from Above)

Full address of the office in Chennai

:

:

:
:
:
:

No. of Professional on retainer ship basis :

Turnover for 2009---10 Turnover for 2010 – 11 Turnover for 2011---12 :

Operating profit

2009 -2010	2010 -2011	2011-2012	

Annual Business Turnover

2009 -2010	2010 -2011	2011-2012	

Xerox copy of the Challan for Rs.1,000/--

Bank	Branch	Date	Paid by cash	Net transfer details

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

SI No	Name of Organization & Address	Contact person for reference and phone no	Cost of Contract (Rs. in Iakh)	Date of Order	Any other information	Phots/CD enclosed

Details of major promotional activities executed for GOI/Public Sector Banks/Private Sector Banks/Financial Institutions/other major clients for the last three years.

SI No	Name of Organization & Address	Contact person for reference and phone no	Cost of Contract (Rs. in Iakh)	Date of Order	Any other information	Phots/CD enclosed

Name of Bank/FI

Jobs executed		Detail	S	
Advertisement in Print Media	:	2009- 2010	2010- 2011	2011- 2012
Outdoor Campaign	:			
Audio Medium	:			
Visual Medium	:			
Brochures/Pamphlets	:			
Corporate film	:			
Product film/CDs	:			
Others - please specify	:			

Please give detailed information regarding jobs executed for each client in these categories. All details should be supported by samples of the final version printed/telecast/displayed. CDs should be clearly stamped and labelled.

Details of major jobs performed for clients other than Public Sector Banks/Private Sector Banks/Financial Institutions.

:

Name of the Client with address

Jobs executed	Details
Advertisement in print media	:
Outdoor Campaign	:
Audio Medium	:
Visual Medium	:
Brochures/Pamphlets	:
Corporate films	:
Product film/CDs	:
Others - please specify	:

Please give detailed information regarding jobs executed for each client in the above categories. All details should be supported by samples of the final version printed/telecast/displayed. CDs should be clearly stamped and labelled.

Please provide the names of 10 major clients:

Details of Awards received if any

Name of Award

:

Award Instituted by

Other information regarding the Award

:

:

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	s: Available Not Available If available, please specify the number
Details of Manpower in H	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	s: Available Not Available If available, please specify the number
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Infrastructure Details

Number of Comp	uters available at each office
Head Office	Chennai Office
Other Offices)
Please specify name of	each office and give the number.
Please provide details a	t Chennai Office:
Generator facility	: Available Not Available
UPS	: Available Not Available
Mode of communicatio Between your offices	
Website	: Available Not Available
If available, address of Last updated on Any other relevant info	:

All the information furnished above is true to the best of our knowledge.

Signed by the Head of the Institution or Authorised Signatory/ies. With full name and office seal Please attach the following:

- Copy of the certificate of Incorporation issued by The Registrar of Companies (in case of Limited companies)/ Registrar of Firms (in case of partnership firm)
- Audited Balance Sheets and P & L A/c for the year ending 31.03.2010, 31.03.2011 and 31.03.2012
- Copies of IT returns for the past three years
- Copy of PAN Card/Certificate

• INS accredition certificate

Applications received after the due date/incomplete applications will summarily be rejected.

AGREEMENT

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 or outdoor media and any other requirement related to publicity and advertising of the Bank more fully described in Annexure III (Scope) 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 Annexure III.
- 3. Through the empanelment is for a period of three year i.e. up to, over all 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.

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

CHIEF MANAGER

Place : Chennai Date : 00.00.2013

Indemnity Bond

This bond of Indemnity executed on thisday of 2013 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 buy, 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

Signed and delivered on this

The Indemnifier in the Presence of

Signature of the Indemnified.

1..... Witness

2.....Witness

Undertaking to be obtained from the Advertising Agency

<u>.....</u>

(Authorised Signatory)