



**e TENDER - REQUEST FOR PROPOSAL
FOR
EMPANELMENT OF MARKETING AGENCIES**

**RFP/01/2022 dated 29.04.2022
Last Date for Submission: 30.05.2022, 1600 hrs, IST**

Issued by:

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

IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION

Sl.No	Description	Details
1	RFP Ref No. & Date	RFP/01/2022 dated 29.04.2022
2	Brief Description of the RFP	eTender - Request for Proposal for Empanelment of Marketing Agencies
3	Bank's Address for Communication and Submission of Application	Deputy General Manager (Marketing & CCD) Indian Bank, Corporate Office 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014. Tel: 044 2813 4457/ 4495 Email: ccd@indianbank.co.in
4	Date of Issue of RFP	29.04.2022
5	Last Issue of receiving of Pre-Bid Queries	06.05.2022, 4.00 PM
6	Meeting for Reply to Pre-Bid Queries	09.05.2022, 4.00 PM. Bidders willing to participate in pre-bid meeting need to submit their details at ccd@indianbank.co.in on or before 04.05.2022. Details of virtual/ physical meeting would be communicated via e-mail to interested bidders separately
7	Last Date and time of Submission of Proposals (through e-tender mode only)	30.05.2022, 4.00 PM
8	Bid Opening date	30.05.2022, 5.00 PM (The eligible bidders of Bids will be communicated separately)
9	Application Fees (Non-Refundable)	Rs 5,000/- (Rupees Five Thousand Only) by way of DD/PO favouring "Indian Bank" OR through NEFT/IMPS/UPI etc: Account No 432438545 Account Name: HO Corporate Communication Dept IFSC Code : IDIB000H003 Branch : Harbour, Chennai (MSMEs are exempted from submitting the fee subject to furnishing of relevant valid certificate for claiming exemption)
10	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website. https://www.tenderwizard.in/indianbank
11	Helpline Number for Submission of Online Bids	Mr Gunaseelan M M/s Antares Systems Ltd.

		<p>24, Sudha Complex, 3rd Stage, 4th Block Basaveshwara Nagar Bengaluru – 560 079 Support Contact Details: 99432 77499, 080 – 4048210 Email: gunaseelan.m@antaressystems.com</p>
12	RFP Co-Ordinator	<p>Ms Seemita S Das Assistant General Manager Marketing Department 2nd Floor, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600 014 Ph No.044-28134495</p>

The RFP document can be downloaded from Bank's website : <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.in/indianbank> . Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites only.

Paper publication will be done for informing publishing of the RFP.

- I. Note: Indian Bank, does not take responsibility of any offers not uploaded/lost in transmission/delivered incomplete/ delivered illegible/ at incorrect address/ field.
- II. Bidders should enroll / register before participating through e-procurement website. Bids have to be submitted **online only** through e-procurement website.
 1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/indianbank> . All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.
 2. Documents to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection.
- III. The original RFP (and any addendums, if any) needs to be signed by the same authorized signatory and stamped by the Bidders and has to be submitted along with the Technical Bid.
- IV. Time is as per Indian Standard Time. The above dates and time are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates mentioned above, the Bids shall be opened on the next working day at the same time specified unless communicated otherwise.

Disclaimer

The information contained in this Request for Proposal (RFP) 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 RFP Document and all other terms and conditions, subject to which such information is provided.

This RFP 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 RFP is to provide the Applicant(s) with information and to assist the formulation of their proposals. This RFP 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 RFP. 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 RFP.

The information contained in this RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that an Applicant requires. Indian Bank does not undertake to provide any Applicant with access to any additional information or to update the information in the RFP 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 RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's website (www.indianbank.in) and e-tender website (www.tenderwizard.in/indianbank) and it will become part and parcel of the RFP.

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Indian Bank reserves the right to reject any or all the bids received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the applicants/ 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 four decades before India got independence. From a modest beginning, the Bank emerged as one of the major commercial banks in the country. A leading Public Sector Undertaking, it 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.

In a landmark event, amalgamation of Allahabad Bank into Indian Bank was announced in 2019 and wef 01.04.2020, Indian Bank (amalgamated entity) came into effect. Today, Indian Bank is the seventh largest public sector bank in India and has a distinguished history of more than one hundred years. Bank has strong fundamentals and brand equity.

The Corporate Office is situated in Chennai, Tamil Nadu. As on 31.12.2021, Bank has a pan-India presence with 5754 domestic branches, 3 overseas branches and 4998 ATMs/BNAs, besides 9322 Business Correspondents supplementing the branch network. Its total business is Rs. 9.60 lakh crores and it is engaged in diversified banking activities. Deposits, Loans, Cards, Foreign Exchange, Remittances, Insurance, Investments and more form the product and services mix of the Bank.

Indian Bank has a formidable digital banking environment. All its branches are on Core Banking Solutions and the Bank offers a range of customer centric and other solutions like payment systems of IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, e-Kiosk, Internet Banking, Mobile Banking and App Banking, e-payment of Taxes, Utility Bill, Ticket, Donation, etc., IVR Call Centre, SMS alerts and more. Digital communication channels like website, social media, digital signage and AI-Chatbot further enhance the customer exchange and experience. Extending this head-start and to take the next big leap, Bank has also embarked on a digital transformation journey. With a focus on Digital First, Best in Class Digital Channels, Partnerships with Fintechs and Future Ready Tech Architecture, Bank is envisaging to create digital journeys for various products' uptake and offer personalized, seamless and more rewarding Omni-Channel experience to the customers with improved User Interface.

For supplementing the achievement of above goals, the existing marketing and communication matrix shall be strengthened and expanded to digital channels, in line with the digital transformation ambition of the Bank.

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 Request for Proposal and shall be deemed to include its successors and permitted signs.
- 2.2 'RFP' means this Request for Proposal for Empanelment of Marketing Agencies for meeting the marketing and communications requirements of the Bank across traditional, digital and other media.
- 2.3 'Applicant' or 'Bidder' or 'Agency' or 'Recipient' or 'Respondent' means an Agency/ Service Provider submitting its bid in response to this RFP.
- 2.4 'Application' or 'Bid' means the application/ bid submitted by the Applicant/ Bidder/ Agency in response to this RFP for consideration for empanelment.

3. ABOUT RFP

- 3.1 Bank intends to empanel agencies for handling marketing and communications activities of the Bank across print, broadcast, OOH (out of home), digital and other media from time to time.
- 3.2 The RFP 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 Agency as identified by the Bank after completion of the selection process.

3.3 Information Provided:

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of their directors, officers, employees, agents, representative, contractors, or advisers give any representation or warranty (whether oral or written), express or implied as to the accuracy, updation or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of their directors, officers, employees, agents, representative, contractors, or advisers have carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

3.4 Costs borne by respondents:

All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

3.5 No Legal relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

3.6 Recipient obligation to Inform Itself

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

3.7 Evaluation of offers

Each Recipient acknowledges and accepts that the Banks may, at its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

3.8 Errors and omissions

Each recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document in mail but not later than last date of receiving clarifications specified under "Important Dates" on Page 2 of this RFP document.

3.9 Standards

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

3.10 Acceptance of Terms

A recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.

3.11 Language of Tender

The Tender prepared by the Bidder, as well as all correspondence and documents relating to the Tender exchanged by the Bidder and the Bank and supporting documents and printed literature shall be in English language only.

3.12 Disqualification

Any form of canvassing/ lobbying/ influencing/ questioning regarding shortlisting of agencies will make a bidder liable for disqualification from the RFP process.

3.13 Late RFP Response Policy

It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. Evaluation/ rejection of the response will be decided by the bank at its own discretion. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

RFP received late on account of any reason whatsoever will not be entertained. The RFP not accompanied by Cost of RFP as mentioned in this RFP are liable to be rejected as NON-RESPONSIVE.

3.14 Notification:

The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.

4. OBJECTIVE

4.1 Indian Bank invites applications from reputed agencies to submit its bids who fulfil the eligibility criteria as given below for empanelment with the Bank for handling print, broadcast, OOH (out of home), digital and other media marketing and communications and providing solutions to the requirements of the Bank.

4.2 The Applications satisfying the Eligibility Criteria as per the RFP and having experience in advertising, communication, media campaign, digital marketing, social advertising, event management and PR services in BFSI Sector in India shall be desirable, with a preference for experience in Public Sector Banks.

5. ELIGIBILITY CRITERIA

A list of Qualifying Requirements and the supportive documents that need to be submitted online through e-tender portal only is given below. Applications from the Applicants not meeting any of the following requirements or not submitting any of the documents shall be rejected. Only those applicants who satisfy all the conditions along with requisite documents would be eligible for being considered for the next round of evaluation.

S. No	Eligible Criteria	Documents to be enclosed
1	The Applicant should be a Firm/LLP/Company (including a Multi-national company) established in India and should have been in existence for 5 years or more as on 31.03.2022.	Copy of the Certificate of Incorporation/Constitutional Documents
2	The Applicant should have experience of providing at least 5 assignments to clients in BFSI Segment and 5 assignments to clients in non BFSI segment. The assignments with Non BFSI Clients with minimum average annual turnover of Rs.100.00 Crore in the past three years will only be considered.	Self- declaration on applicants letter head including profiles of team members along with Copies of agreements and completion certificates from clients.
3	The Applicant 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 along with proof of work in multi-lingual like copy/ snapshot of advt., work order / completion certificate
4	The Applicant should have earned Net Profit in at least two of last three financial years and a positive net worth during last three financial years.	Copies of Audited Financial statements for the last three financial years. If the financials have not been audited for the last year, then Audited financials for the preceding last three financial years and provisional financial for last year duly verified by a firm of CA.
5	The Applicant should have a minimum turnover of Rs 10 crore per annum for the last three financial years.	
6	The Applicant should have the following: a) Accreditation of Indian Newspaper Society (INS) OR Be a Google / Facebook partner in India and have at least 5 resources who are Digital Marketing certified from Facebook / Google / Any other recognized certification b) Membership of Advertising Standards Council of India (ASCI) OR Advertising Agencies Association of India (AAAI)	Copies of Accreditation/ Affiliation Certificates
7	The Applicant should not have been blacklisted/disqualified/de- empaneled by any Central/State Government/ PSU / Bank/ RBI/ IBA/ any regulatory authority or member of BFSI and non-BFSI sector and not involved in any major litigation that may have impacted or compromised the delivery of services.	A Self-declaration by the Applicant on Company's letter head. However Indian Bank would have the right to independently verify the same.
8	The Applicant's firm should not be owned or controlled by any Director or Employee (or their relatives) of Indian Bank.	A Self-declaration by the Applicant on Company's letter head.

S. No	Eligible Criteria	Documents to be enclosed
9	The company/firm and directors/ 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 and directors/ partners

Indian Bank reserves the right to ask for additional /alternated documents from the applicant. Only Bidders that fulfill ALL the eligibility criteria as mentioned above, are eligible to participate in this Bid. The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those Bidders, who do not fulfill any of the eligibility criteria, as stated in full, will be summarily rejected. Bidder fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

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

S. No.	Documents Required
1	Brief Profile of the Agency/Firm/Company 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 and Branch Offices
4	Letter of Transmittal
5	Letter of Declaration
6	Copy of PAN Card
7	Copy of GST Registration Certificate
8	Undertaking

Note: All above documents must be signed and sealed on all pages by the authorized signatory. Indian Bank reserves the right to ask for additional /alternated documents from the applicant.

6. PERFORMANCE BANK GUARANTEE

For select assignments allocated to an agency post empanelment involving outreach/ marketing skills, like SEO , SEM etc of a duration more than 15 days and amount exceeding Rs. 25 Lacs (exclusive of taxes), the agency shall submit an unconditional and irrevocable Performance Bank Guarantee (PBG) from any nationalized bank (other than from Indian Bank) in favour of our Bank at a percentage of total work order value as per prevailing Government guidelines on such type of services (presently 3%). The PBG shall be submitted before commencement of the assignment. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid till the work is completed successfully. Bank may ask the agency to extend the validity depending on the period of such project/assignment.

7. SCOPE OF WORK

Indian Bank will require the services of the empaneled agencies for the below mentioned broad categories of the work. The work shall be assigned to the agencies on the basis of idea, quality, cost etc., However, there is no commitment from Bank on the minimum quantum of work to be assigned to any of the empaneled agencies. The detailed scope is as follows:

1. Content Creation

- To ideate and generate creative content for all media (including digital media) in major Indian languages, besides English, to be used by the Bank including procurement, deployment and management of tools for the respective content docketts
- Illustrative list of contents includes
 - Brochures/leaflets
 - Posters/Bulletins/Newsletters
 - Stage Backdrops, Banners, Standees
 - Annual Reports, Press Booklets, etc
 - Tender Ads/Notices/Statutory Ads etc
 - Innovative Videos / GIFs/ Image Posts/ Content Formats,
 - Mobile First based content
 - Blog Content, Search Engine Ads – Articles, Infographics, etc.
- Marketing Tools
 - To design tools such as calculators, animation films, mobile or web-based application(s), flash presentation(s), engagement-based applications etc.
 - To procurement tools / tool licenses for the Digital Marketing Ecosystem for Automation, Execution, Controls, etc. – Applicant should have tools such as, but not limited to Google Keyword Planner (for keyword analysis), SEMrush/ Ahrefs/ Moz (for Search Engine Analytics), Facebook Ad manager, Google Ads, Display Ads Networks, Facebook Pixel, Google Tags, Facebook Conversion API (for performance marketing campaigns), and any other tools required for digital marketing initiatives. Bank may float requirement to the empaneled marketing agencies for providing solutions for digital marketing automation, centralized campaign execution, controls etc. The selection of such tool shall be based on requirement fulfilment by the proposed tool / solution or quality cum cost-based methodology by the Bank.

2. Campaign Management

- To devise, suggest, implement and document suitable marketing, promotional and branding campaigns on traditional and digital media for products, services and initiatives of the Bank
- To identify core business objectives of different products / services and suggest campaigns on the basis of the brief given by Bank. Designing of campaign must be focused on objective viz, branding awareness, traffic, leads, sales, app downloads etc.

- To plan media campaigns along with cost-benefit analysis
- To measure performances via proprietary analytical tools and implement solutions.

3. Media Buying and Execution

- To shortlist, negotiate, execute and optimize campaigns by suitable media buying on various platforms based on bank's requirements
- To understand Bank's creative / content route and message aligned to the Bank's target audience
- To identify suitable media properties depending on the media (traditional or digital). For eg: Media selection including platforms like newspapers, journals, blogs, OOH, radio, search engines, GDN, GSP, Yahoo Native, video promotions on YouTube or any other channels, Programmatic Marketing across various channels, influencer tie-ups, new age media opportunities, content syndications etc.
- To plan the media by maximizing exposure among chosen target audience.
- To negotiate with media owners for media cost
- To optimize the media plan and make it cost effective.
- To schedule the content / communication in various media properties and release them as per agreed schedules
- To implement and manage certifications, archiving, billing etc. for monitoring and audit purposes

4. Optimization of existing platforms

- To optimize/ assist in enhancing the performance of existing marketing and communication platforms/ channels of the bank like website, chatbot, social media, etc.
- Search Engine Optimization (SEO): The Applicant can be engaged for the SEO activities of bank's digital assets encompassing, but not limited to the following:
 - **Gap Analysis:** Agency to perform gap analysis to identify gaps in current digital assets from an SEO perspective
 - **Keyword prioritization:** Discovery of relevant search engine keywords used by customers. Prioritization of keywords based on search volume. Competitor analysis for search engine rankings and Bank's own positioning. Regular keyword re-prioritization to remain in sync with search trends. Identify prioritized keywords for Bank's website according to Bank's target customer demographics for driving targeted traffic
 - **Content creation and promotion:** Identification and prioritization of topics for content creation based on keyword analysis along with content creation. Creation of periodic content delivery plan based on content prioritization. Promotion of content over multiple channels e.g. social media, emails, SMS, WhatsApp, outbound calls by contact center etc. Implementation of hyper-personalization by targeted outreach based on individual persona for specific products/services and through specific channels based on propensity scores. Tracking and monitoring appropriate KPIs like size of content library, most visited content pages, avg. time spent, etc. Suggestions for creation of new content types or sections on the website based on latest trends, competitor analysis, etc.

- **Linking:** Increase number of backlinks, especially do-follow backlinks for website. Create internal links for already existing and newly created content on the website. Track and promote the best performing webpages in terms of traffic generated, time spent, etc.
- **Technical optimization of website:** Analyse current gaps in Bank's website from SEO perspective and identify action items. Optimization of titles, descriptions, structured schema, and other meta data of existing and newly created content on website. Update anchor text and alt attributes for graphic elements on website. Identification of broken links on website. Improve page quality basis Google page quality rating guidelines. Monitoring of key metrics such as number of visits, bounce rate, avg. time per visit, avg. pages viewed per visit, page load time, etc.
- **App store optimization:** Update on-metadata factors to improve app store rankings of Bank's apps. Monitoring of off-metadata factors such as installs, app ratings, reviews, etc.
- Apart from the specific activities above, agencies would be required to use other optimization means as well include best practices in the market
- **Social Media:** The Applicant can be engaged for the social reach and reputation of the Bank encompassing but not limited to the following:
 - Assisting in formulation of the Social Media Policy and Social Media Strategy of the Bank
 - Executing campaigns based on the requirements of the Bank
 - Supporting in creating a loyal and vocal digital community in social media space
 - Enhancing the Brand Equity of the Bank on social media by augmenting effective brand management

5. Performance Marketing, Partnerships and Affiliates

- To generate qualified leads from various campaigns including through partnerships and affiliates as and when required by the Bank and provide the necessary MIS and support in drawing insights
- To support designing and execution of digital marketing campaigns via paid search, paid social, paid display/ video, affiliates, app installs, OTT, emailers, multi-lingual SMSes, Whatsapp messages, etc. to increase customer awareness, customer engagement and lead conversion for the Bank
- To support optimization of campaigns and deliver regular insights on optimization performance by regular tracking and supporting via regular tracking and reporting
- To support Bank in exploring new-age digital platforms like OTT, niche advertisers like lock screen advertisements, etc.
- To support Bank in most efficient spend of performance marketing budget for given performance marketing campaign
- To help bank explore partnerships for lead generation via new-age digital platforms such as, but not limited to food aggregators, e-commerce websites, other platforms, etc.
- To support in providing customized offers for existing and new customers across partner digital platforms

6. New Marketing Trends, Ideas and Methods

- To bring in new, innovative and trending ideas in the marketing and communication space of Banking and hand-holding the Bank to adopt them suitably
- To deploy unique and promising ideas based on latest trends of 'Pull Interactions' to increase engagement rather than traditional 'Push Interactions' only.
- To leverage their presence in traditional marketing space and relations with media houses so that they can use PR medium for successful campaigns.
- To understand the Bank's target customer segment and behavior and plan the marketing strategies accordingly.

7. Efficiencies and control

- To ensure the marketing and communication activities are run and reported as per stipulated guidelines of the Bank, platforms and other statutory bodies
- Illustrative list of best practices to be followed for any digital marketing initiative:
 - o Measuring reach/frequency, CPL/CPA/CPM/CPC for the digital campaigns.
 - o Optimizing the budgets to reach the targeted lead numbers.
 - o Ensuring high lead quality with appropriate media mix.
 - o Tracking all the campaigns with the tools such as Google Tag Manager, Google Analytics and other relevant mechanisms to track customer journey and improve User Interface to minimize dropouts. Assisting Bank's IT team / vendors / agencies with the implementation of the relevant codes/functionalities on our various digital assets. Keeping a complete track of all campaigns and submitting post evaluation reports for each campaign and monitor campaign on day-to-day basis during campaigns to suggest alterations, if required.
 - o Meeting timelines for different assignments as performance of the Applicant shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.
 - o Providing updates on Digital Marketing trends / activities of competition (with the use of platforms like Similar Web, Comscore, Google Analytics etc.) and providing analysis of the same on agreed basis.

8. Analytics

- To record, measure, analyse and share actionable insights with Bank on marketing, promotional and branding initiatives, wherever feasible.
- To conduct or assist Bank in conducting comparative analysis as and when required by Bank on specific situations / objectives / issues from time to time in the traditional media (wherever possible) and digital media space.
- To proactively provide suggestions / feedback on the market trends and comparative study basis that.
- To assist Bank in building an Analytics ecosystem for any digital marketing initiatives.

9. Improving the effectiveness of Digital ecosystem in Bank

- To act as a stakeholder of the Bank and help build, consolidate and grow the digital ecosystem in the Bank with right mix of marketing and communication activities adopting best practices, industry benchmarking and more.
- To analyze the existing digital marketing ecosystem of the Bank, find the gaps (comparing with the peer BFSI companies and best-in-class cross industry players), provide / recommend the solution to minimize the gaps and coordinate with /help IT team / vendors/ agencies to implement the suggestions.
- To recommend tools / platforms for building the digital marketing automation basis the already available systems in the Bank and latest trends in the market.
- To create a digital marketing architecture and roadmap pertaining to broad objectives of the Bank.

Note: The above indicated works given above are only illustrative and not exhaustive. Bank may (from time to time) request the agencies to assist in various digital marketing initiatives

8. TERMS AND CONDITIONS

8.1 The duration of empanelment of proposed agencies will be for a period of one year, extendable upto another three years upon satisfactory yearly review. However, Bank reserves the right to cancel or extend the validity period of empanelment. The current empaneled agencies also can apply under this RFP for fresh empanelment. In case of fresh empanelment, the extant empanelment of existing empaneled agencies shall automatically stand cancelled.

8.2 Bank has the right to award the work to any of the empaneled 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 (a) Individual Job(s) for release in print, broadcast, OOH and digital media shall be awarded via a RFQ (request for quote) and L1 (i.e the lowest) basis amongst the quotes received from the empaneled agencies.

For jobs needing specialized competencies like a Search Engine Optimization (SEO)/ Marketing (SEM) Campaign, Affiliate Marketing, etc., Bank may adopt a Techno-Commercial evaluation method (QCBS) to engage empaneled agency/agencies to award the job/ campaign. For each such job, Bank will separately define the evaluation methodology within the broad contours of scope and technical parameters of this RFP and industry trends .

For the various designs/concepts artworks submitted by the empaneled 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 if not selected by the Bank.

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 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.
- 8.5 The empaneled agency if selected for a particular job as per the scope, will be paid the expenses incurred by it on the due submission of itemised bill, after execution of the job to the Bank's satisfaction as laid down by the service deliverables and penalties applicable thereof, as defined for each job . 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, unless otherwise agreed expressly.
- 8.6 The successful agency/ies is/are required to enter into a contract with the Bank duly mentioning the terms and conditions and scope of work given by the Bank in the Bank's format.
- 8.7 The empaneled agency/ies should not use the ideas given to them for use in favour of other organisations/institutions.
- 8.8 All advertising material to be released on Bank's behalf should be duly approved by the Bank.
- 8.9 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.
- 8.10 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.
- 8.11 The inclusion of agency in the Bank's Panel does not guarantee any minimum business.
- 8.12 Payment to the agency will be made on reasonable and mutually acceptable terms for any ultimately selected services and utilized service.
- 8.13 Immediately on renewal of Accreditation/Membership Certificate, Copy of the same should be submitted to the Bank.
- 8.14 For the purpose of any assignment related to our bank, 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.
- 8.15 The Bank shall make every effort to issue instructions and approvals in writing/ electronic form to the agency. However, if the same is conveyed orally, the agency shall get it confirmed immediately from CO: Corporate Communications Department or CO: Marketing of the Bank in writing /electronic form to avoid disputes.
- 8.16 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. Wherever 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.

- 8.17 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. Any claims against the Bank for IP/copyright infringement for the works carried out by the agency, is the sole responsibility of the respective agency. Further, agency must enter into NDA with Bank and provide certificate of permanently erasing all data/information after completion/cessation of the contract. The agency must agree that there will be no violation of personal data identity or statutory/regulatory breach and they shall be solely responsible for consequences of such actions.
- 8.18 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. Penalties for breach will be applicable as referred in individual RFQs.
- 8.19 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. However, Bank reserves the right to further negotiate the price, wherever applicable.
- 8.20 The Agency shall return all creatives, CD/DVDs, Pen Drives, photographs etc. given to it by the Bank for use of printing, release in media from time to time. **The Bank will be free to use the ad material as per its requirement.**
- 8.21 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)
- 8.22 The Bank reserves the right to accept or reject any or all offers without assigning any reason whatsoever.
- 8.23 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.
- 8.24 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 shall retain with themselves the authority to blacklist or bar an 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 At any time, (i) if the service provided by the Agency is found to be unsatisfactory or (ii) the information provided for empanelment or for subsequent job/s is found to be false or irregularities noticed in them, the Bank reserves the right to remove such agency from the empaneled list without giving any prior notice to it.

10. PRE-SUBMISSION QUERIES

- 10.1 The Applicant should carefully examine and understand the scope and terms and conditions of RFP and may seek clarifications, if required. The Applicants in all such cases may seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.
- 10.2 All communications regarding points requiring clarifications and any doubts shall be given in writing as per format given in Appendix 2 of this RFP document.
- 10.3 Bank has the discretion to consider any other queries raised by the applicant's representative during the pre-submission meeting.
- 10.4 The Bank will consolidate all the written queries and any further queries during the pre-submission 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 RFP and it will be binding on the Applicants.
- 10.5 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 should not be deemed the version of the Applicant as reflected in the query has been accepted by the Bank.

11. AMENDMENT TO RFP

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 RFP 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 affix full signature with common seal on all pages of the Application . 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.

12.4 Further, all Applicants shall have to comply the following:

- Produce all the documents as necessary proof along with the Application fee while submission of response to this RFP
- The Applicant should not provide any commercial proposal with the response submitted to this RFP.

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 super scribed “Empanelment of Marketing Agencies” addressed to

**The Deputy General Manager
(Marketing & CCD)
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 RFP

14.3 The applications have to be submitted by the eligible agencies on/before the timelines mentioned in Page 2 of this RFP document 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 RFP at any time during the RFP process and even re-issue a fresh RFP 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 RFP.

15. EVALUATION OF RFP

15.1 The Bank will evaluate the application/s submitted by the applicant/s under this RFP 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 RFP, 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, laid down under clause no. 5 of this RFP document. Those proposals which do not meet the qualifying criteria will be rejected.

16.2 The eligible agencies/ bidders will be invited to make a presentation on a specific themes/campaigns/products as decided by the Bank and it shall form part of the technical evaluation as per point 8 of Appendix – 1.

16.3 Post the presentation, the agencies/ bidders shall be evaluated across the technical parameters as detailed in Appendix 1. Agencies/ Bidders scoring atleast a minimum score of 70 out of 100 shall be declared technically eligible and considered for final empanelment.

However, during the technical evaluation, if sufficient number of bidders do not qualify on the technical criteria as stipulated, Bank has a discretion to relax minimum score for the consideration set.

17. CLARIFICATION OF OFFERS

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

18. MODIFICATION/CANCELLATION OF RFP

18.1 The RFP 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 Request for Proposal process.

18.2 The Bank reserves the right to cancel RFP 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. Bank reserves the right to continue further empanelment or procure by other means for their similar requirements in future during the empanelment period also.

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 RFP 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
(Marketing & CCD)**

APPENDIX 1 - PARAMETERS FOR TECHNICAL BID
(ALL INFORMATION TO BE AS OF 31.03.2022)

Sr. No.	Parameters	Criteria	Maximum Marks	
1	OVERALL EXPERIENCE		<u>20</u>	
A)	Experience in marketing and communications projects in India	20 years and above with minimum staff strength of 25	10	
		15 years and above with minimum staff strength of 25	9	
		10 years and above with minimum staff strength of 15	6	
		5 years and above with minimum staff strength of 15	3	
B)	Number of Digital Marketing Campaigns of Value Rs.25 lacs and above completed successfully in last 5 years in BFSI Segment	5 and above	10	
		4	7	
		3	5	
		2	3	
2	RESOURCES OF THE AGENCY		<u>10</u>	
	Independent creative and media planning team with facilities to plan and execute campaigns in print, broadcast, OOH and digital media at the national level i.e, Offices/branches in Major Cities.	Offices/branches in Major Cities viz Chennai, Delhi NCT, Kolkata, Bengaluru, Hyderabad, Pune, Ahmedabad and Mumbai	Office/branches Including Chennai	Office/branches Excluding Chennai
		In any 4 of the above major cities	10	8
		In any 3 of the above major cities	8	6
		In any 2 of the above major cities	5	3
3	EFFICIENCY IN HANDLING MULTI-MEDIA, MULTI-LINGUAL PUBLICITY CAMPAIGNS		<u>10</u>	
	Submission of Proof for	Bengali, Gujarati, Kannada,	10	

	multi-media, multi-lingual publicity campaigns with proficiency and proof-reading facilities in these Indian languages besides English and Hindi.	Malayalam, Odia, Tamil, Telugu	
		Any three of these languages Bengali, Gujarati, Kannada, Malayalam, Odia, Telugu	7.5
		Any two of these languages Bengali, Gujarati, Kannada, Malayalam, Odia, Telugu	5
		Any one of these languages Bengali, Gujarati, Kannada, Malayalam, Odia, Telugu	2.5
4	TURNOVER		<u>5</u>
	Turnover from Indian Operations during last three financial years	above Rs. 50 Crores per annum	5
		above Rs. 25 Crores and up to Rs. 50 Crores per annum	3
		above Rs. 10 Crores and up to Rs. 25 Crores per annum	2
5	NET PROFIT		<u>5</u>
a.	Net Profit from Indian Operations during last three financial years	Above Rs. 5 Crores per annum	5
b.	Net Profit from Indian Operations during last three financial years is above Rs. 2.5 Crores per annum	Above Rs. 2.5 Crores per annum	3
c.	Net Profit from Indian Operations during last three financial years is above Rs. 1 Crore per annum	Above Rs. 1 Crores per annum	2
6	Work Experience With BFSIs In India preferably with Public Sector Banks in India.*		<u>10</u>
7	Work Experience with non BFSIs In India*		<u>5</u>
8	PRESENTATION	Understanding about Indian Bank and its Services, Marketing Strategy to improve	<u>30</u>

		Brand value of the Bank at Pan-India level, Suggestion for conducting campaigns to improve our Bank's Digital products enrollment pan India, Past successful Marketing campaign of the agency for BFSI / Banking clients	
9	CLIENT FEEDBACK		<u>5</u>
	TOTAL MARKS		<u>100</u>

** Marks shall be accorded on a relative basis, with bidder having most experience getting full marks and others getting marks proportionate to this highest scorer.*

APPENDIX 2 – FORMAT FOR PRE-SUBMISSION QUERIES

To

**Deputy General Manager (Marketing & Corporate Communication)
Indian Bank
Corporate Office
Chennai – 14**

Sub : PRE- SUBMISSION QUERIES

**Ref : eTender - REQUEST FOR PROPOSAL FOR EMPANELMENT OF MARKETING
AGENCIES dated 29.04.2022, issued by Indian Bank**

With regards to the captioned subject, we herewith submit our Pre-Submission Queries :

Sl. No	Page No.	Heading Name	Clause No.	Particulars from RFP	Remarks / Clarifications sought

We may further be intimated about the Virtual Pre-Submission Meeting for discussion on queries and related clarifications which is scheduled on 09.05.2022 at 04.00 pm, or any changes thereof, on these email ID/s:

1. _____
2. _____
3. _____

Yours sincerely

Signature (s) of tenderer (s) & Seal

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
(Marketing and CCD)
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai – 600 014

Dear Sir,

Sub: Empanelment of Marketing Agencies

Ref: RFP dated 29.04.2022

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to get shortlisted as an empaneled advertising agency with the said RFP.

We agree to abide by and fulfil all the terms and conditions of the RFP 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 RFP.

We enclose a list of BFSI clients in India (giving their full addresses) with whom we have associated as an advertising/ marketing/ communication partner.

We accept all the contents, terms and conditions of the RFP captioned in the subject above.

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 Marketing Agencies

Ref: RFP dated 29.04.2022

We have carefully gone through the contents of the above referred RFP 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/LLP/Company (including a Multi-national company) established in India and should have been in existence for 5 years or more as on 31.03.2022.	Copy of the Certificate of Incorporation/ Constitutional Documents	
2	The Applicant should have experience of providing at least 5 assignments to clients in BFSI Segment and 5 clients in non BFSI segment with minimum annual turnover of Rs.100.00 Crore relating to marketing and communications services during last 5 years.	Self declaration on applicants letter head including profiles of team members alongwith Copies of agreements and completion certificates from clients.	
3	The Applicant 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 along with proof of work in multi-lingual like copy/ snapshot of advt., work order / completion certificate	
4	The Applicant should have earned Net Profit in at least two of last three financial years and a positive net worth during last three financial years. The Applicant should have a minimum turnover of Rs 10 crore per annum for the last three financial years.	Copies of Audited Financial statements for the last three financial years. If the financials have not been audited for the last year, then Audited financials for the preceding last three financial years and provisional financial for last year duly verified by a firm of CA.	

S.No	Eligible Criteria	Documents to be submitted	Complied or Not Complied
5	The Applicant should have a minimum turnover of Rs 10 crore per annum for the last three financial years.	A Self-declaration by the Applicant on Company's letter head.	
6	The Applicant should have the following: a) Accreditation of Indian Newspaper Society (INS) OR Be a Google / Facebook partner in India and have at least 5 resources who are Digital Marketing certified from Facebook / Google / Any other recognized certification b) Membership of Advertising Standards Council of India (ASCI) OR Advertising Agencies Association of India (AAAI)	Copies of Accreditation/ affiliation Certificates	
7	The Applicant should not have been blacklisted/disqualified/de-empaneled by any Central/State Government/ PSU / Bank/ RBI/ IBA/ any regulatory authority or member of BFSI and non-BFSI sector and not involved in any major litigation that may have impacted or compromised the delivery of services.	A Self-declaration by the Applicant on Company's letter head. However Indian Bank would have the right to independently verify the same.	
8	The Applicant's firm should not be owned or controlled by any Director or Employee (or their relatives) of Indian Bank	A Self-declaration by the Applicant on Company's letter head.	
9	The company/firm and directors/ 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 and directors/ partners	

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 MARKETING AGENCIES FOR RENDERING SERVICE TO INDIAN BANK – REQUEST FOR PROPOSAL

Name of the Agency :

Date of Establishment :

Details of INS Accreditation OR
Google / Facebook partner :

Details of Membership of ASCI/
AAAI :

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 :

Website address :

Full address of the
offices/Branches 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		OTHER CITIES/ LOCATIONS	
	Whether Available (Yes/No)	If Yes, specify number of resources	Available at (name the cities/ locations)	Specify number of resources (cumulative across all offices)
Office Head with Independent Charge				
Copywriter				
Art Director				
Designer				
Creative Head				
Media Manager				
Client Service Executive				
Other Experts (Please Specify)				

Please specify name of each office and give the number.

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

Financial Position

Net profit

Y1	Y2	Y3

Annual Business Turnover

Y1	Y2	Y3

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

List of Major Corporate Clients serviced:

Proof of work executed for BFSIs or reputed Non BFSIs as per format given below:

A) BFSI CLIENTS

S.No	Name	Billing for Y1	Billing for Y2	Billing for Y3
1				
2				
3				

B) NON BFSI CLIENTS

S.No	Name	Billing for Y1	Billing for Y2	Billing for Y3
1				
2				
3				

Major campaigns handled during past two years:

Type of Media	Name of Organization	Contact person for reference and Phone no	Cost of Campaign (Rs. in lakhs)	Date of Order	Nature of Campaign	Duration of Campaign	Proof Enclosed (Yes/No)
Traditional							
Digital							

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

SI No	Name of the Bank	Product	Proof Enclosed (Yes/No)

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

SI 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

SI No	Name of the Award	Details of the Award

Bankers and their addresses:

1. Principal Bankers
2. Other Bankers

Details of Application Money:

DD /Transaction reference Number & 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
(Marketing & CCD)
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai – 600 014

Dear Sir,

Sub: Empanelment of Marketing Agencies

Ref: RFP dated 29.04.2022

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.

SI.No	Description	Complied Yes/No
1	Scope of Empanelment	
2	Empanelment Procedure	
3	Contents, Term and Conditions of the RFP	

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 (Marketing
& CCD)
Indian Bank, Corporate Office 254-
260, Avvai Shanmugam Salai
Royapettah, Chennai – 600 014

Dear Sir,

Sub: Empanelment of Marketing Agencies

Ref: RFP dated 29.04.2022

Having read 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, RFP Document, Bank's Clarifications to Pre-Bid Queries and Annexures 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/ DD 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 2022 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 RFP 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 one year, extendable to another three years upon satisfactory yearly review.
2. The services required to be rendered to the Bank by the agency and the other conditions governing the same are detailed in the RFP.

The Bank reserves the right to terminate the empanelment arrangement, with a notice period of 30 days.

3. The empanelment of the agency will stand cancelled if
 - i) Agency loses Accreditation /Certification / Membership of the Institutions (As mentioned in SI No: 6 of Eligibility criteria)
 - 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.
4. The Bank will allocate the amount of work of advertising/ marketing/ communications to empaneled agencies at its discretion and no minimum order or amount is guaranteed.
5. 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.
6. The services of the Agency may be utilized by all offices of the Bank viz. Corporate Office/ Head Office/ Field General Manager Offices/ Zonal Office/ Branch or other offices of the Bank if required.
7. 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.
8. 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.
9. 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.

10. 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.

11. 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.

12. 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.

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

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

15. 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.

Resolution of Dispute

- A. If any dispute or difference of any kind whatsoever shall arise between parties of this agreement in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- B. If after 30 days the parties have failed to resolve their disputes or difference from the date of arise by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- C. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- D. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

In case of dispute or difference arising between parties of this agreement relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the parties; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

- (a) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks ' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- (b) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (d) Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the service provider any monies due to the them.

Referring the matter to arbitrator may be considered as an additional remedy and it does not preclude Parties to seek redressal /other legal recourses.

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 2022 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 empaneled 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)

ANNEXURE 10 - NON DISCLOSURE AGREEMENT

This Agreement made at _____, on this ____ day of _____ 2022
BETWEEN _____ a company incorporated under the
Companies Act, 1956 having its registered office at _____
(hereinafter referred to as "----" which expression unless repugnant to the context or meaning
thereof be deemed to include its successors and assigns) of the ONE PART;

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as "IB" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

And are hereinafter individually referred to as party and collectively referred to as "the Parties".
Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS: The Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information: "Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,

c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or

d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Use of Confidential Information:

a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information CO: Information Technology Department Page 14 of 16 by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.

c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure

4. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

5. Term: This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the CO: Information Technology Department Page 15 of 16 Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential for a period of five years after expiry of contract.

6. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

8. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

9. Entire Agreement, Amendment, Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior

oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.

11. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

12. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party CO: Information Technology Department Page 16 of 16 arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants. IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of _____

Name of Authorized signatory:

Designation