



### **BID DETAILS IN BRIEF DESCRIPTION**

S. No	Description	Details
1.	EOI No.	EOI01/ 2020 dated 10.01.2020
2.	Brief Description of the EOI	REQUEST FOR PROPOSAL FOR EMPANELMENT OF PR AGENCY
3.	Bank's Address for Communication and submission of Application	General Manager Corporate Communication Department Indian Bank Corporate Office 254-260, Avvai Shanmugam Salai, Royapettah Chennai – 600 014 Contact : - 044-28134457/ 28134466 Email: - indianbankccd111@gmail.com
4.	Date of issue	10.01.2020
5.	Last date for clarification of queries	20.01.2020
6.	Last date of submission of Applications	24.01.2020
7.	Application Fees (Non Refundable)	Rs. 5000/- (Rupees Five Thousand only)
8.	Opening of the applications/ tender	01.02.2020
9.	Presentation of the agencies	10.02.2020
10.	Letter to the agency	12.02.2020
11.	Signing of the indemnity bond with the agency	15.02.2020



## REQUEST FOR PROPOSAL FOR EMPANELMENT OF PR AGENCY

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**Important Dates: -**

Date of start of bidding: 00/00/2019 at 00:00 am.

<b>Event</b>	<b>Date/ Time</b>
Date of Pre-Bid Meeting at (if any) <b>Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014</b>	20/01/2020 at 04:00 pm
Last date of Submission of Bid/ Hard copy (through courier/ by post/ Registered post/ by hand)	24/01/2020 at 05:00 pm
Date of opening of Technical Bids at <b>Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014</b> (Representatives of bidder may be present during opening of bid. However, bids would be opened even in the absence of any or all of the bidders' representatives)	01/02/2020 at 04:00 pm

**DISCLAIMER**

1. This document does not constitute an agreement nor should it be interpreted as an offer from the Indian Bank to Appoint/ engage PR Agency.
2. This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.
3. It shall not be assumed that there shall be no deviation or change in this document.
4. While this document has been prepared in good faith, neither the Indian Bank nor any of their officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
5. This document constitutes no form of commitment on the part of the Indian Bank.
6. Indian Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
7. The issue of this RFP does not imply that Indian Bank bound to select a bidder or to appoint the selected bidder for the Project and the Indian Bank reserves the right to reject all or any of the bidders or bids without assigning any reasons whatsoever.

## Section-I

### Specifications for Request for Proposal (RFP)

#### 1. DEFINITIONS:

(a) "Agency", "Firm", "Company", "Bidder" means any entity or person or Associations of persons (constitution of association of persons may be in the form of any legal entity like partnership, public / private limited company, LLP, HUF etc.,) who have been identified to submit their proposals for providing services to Indian Bank.

(b) "Assignment / job" means the work to be performed by the PR Agency pursuant to the Contract.

(c) 'The Bank' means 'Indian Bank'.

(d) "Contract" means the Contract to be signed by the Parties as per the format approved by Indian Bank and all the attached documents and the Appendices.

(e) "Day" means calendar day.

(f) "RFP" means this Request for Proposal prepared by Indian Bank for the selection of PR Agency.

(g) "The Bank" means Indian Bank which has invited the bids for public relations services and with which the selected Agency signs the Contract for the services and to which the selected Agency shall provide services as per the terms and conditions and Terms of Reference (TOR) of the contract.

(h) Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.

#### 2. OBJECTIVE:

Indian Bank proposes to engage a PR agency for the term mentioned in the Scope of Engagement detailed in **Annexure –I**.

## **INTRODUCTION:**

Indian Bank has been offering the Banking and Financial services to the general public for the past 113 years. Indian Bank is one of the best performing fast growing Bank in India with overseas branches at important global location.

2.1 The Bank may select a PR Agency from amongst those who have responded to the RFP as per the procedure detailed in this document.

2.2 The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Public Relations Agency.

2.3 Agency shall bear all costs associated with the preparation and submission of their proposals. The Bank is not bound to accept any proposal, and reserves the right to the selection process without assigning any reason(s), at any time prior to finalization of process and execution of contract, without thereby incurring any liability to the agency.

## **3. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS:**

3.1 Agency may request a clarification on any clause of the RFP documents and such queries must be clarified at the pre-bid meeting. Alternatively, any request for clarification may be sent in writing via email to [indianbankccd111@gmail.com](mailto:indianbankccd111@gmail.com). The Bank will respond in writing and will send email of the response, as the case may be. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer. In addition to the above, non-reply to any query may not be deemed as accepted by the Indian Bank. Should Indian Bank deem it necessary to amend the RFP as a result of a clarification, it shall do by issue of Corrigendum which will be uploaded on The Bank's Website.

## **CONFLICT OF INTEREST**

3.2 The Bank requires the Agency that provides professional, objective, and impartial services and at all times, holds Banks' interest's paramount, strictly avoids conflicts with other Assignment(s) / Job(s) or its own corporate interests and acts without any expectations/ consideration for award of any future assignment(s) from The Bank.

3.3 Agency has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Agency fails to disclose said situations and if The Bank comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its Agreement during execution of assignment.

3.4 Employees of The Bank shall not work as, for or be a part of the firm of Agency.

## **SECTION -II - PROPOSAL**

### **1. PROPOSAL**

i. No Agency shall submit more than one proposal. If an Agency submits or participates in more than one proposal, all the proposals submitted by the Agency shall be disqualified.

ii. The proposal, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations / transliterations are permitted. The proposals which are not in English shall be rejected.

## 2. ELEGIBILITY CRITERIA:

S. No	Eligibility Criteria	Documents to be enclosed
1	The Core Business of the Agency should be PR and if it is a subsidiary, the fee income earned exclusively from PR should be minimum of Rs.1 crore p.a during 2016-17; 2017-18 and 2018-19 in each financial year.	In case, the Agency provides non-PR services as well, only the fee Income from PR services will be considered. Fee Income should be certified by the Auditor. (Copy to be enclosed).
2	The agency should be profitable and the net worth of the agency should be positive each of the previous three financial years (2016-17, 2017-18, 2018-19)	Copies of duly audited balance sheet and profit & loss accounts, duly certified by auditor along with the auditor's report to be enclosed. Balance Sheet and Profit & Loss A/c for 2018-19 are to be submitted.
3	The Agency shall not have been blacklisted / debarred by any Central/ State Government/ Public Sector Undertakings/ Banks and not involved in any major litigation that may have affected or compromise the delivery of services required.	Self-certification on letter head to be provided as per Annexure- IV. However, Indian Bank has the right to independently verify the same.
4	The agency should have office in Chennai. The Agency should also have extensive experience for handling large clients. Presently, they should be having at least 5 BFSI clients of which 1 should be PSU. Evaluation will be done on the basis of 50:50 of the technical and commercial services. Minimum qualifying score is 60 in Technical Bid.	(a) Certificate of incorporation/Partnership Deed or any documentary proof to be submitted. However, The Bank has the right to independently verify the same. (b) Enclose documents / proofs pertaining to the same along with contact person name, number and email address etc.
5.	The Agency should be able to promote Bank through Public Relations across all States and should be capable of crisis management through PR and should demonstrate this with past experiences.	Enclose documents / proofs pertaining to case studies + reference / contact points.
6.	List of new clients acquired on retainership basis by the agency in the last 3 financial years (2016-17, 17-18, 18-19) Experience in BFSI and other large / media sensitive sectors could be an advantage.	Furnish the information along with documents pertaining to the same. (example – Purchase order from the client)
7.	List of active clients' (on retainer ship basis). Financial year 2018-19	Furnish information and enclose documents / proofs pertaining to the same. (example – Purchase order from the Active client)

8.	Rich experience in utilizing digital media for PR management, both for routine business and for crisis matters. Specific experience across all social media platforms is mandatory.	Furnish information and enclose documents / proofs pertaining to the same.  (Digital Marketing Campaign Reports)
9.	In-house professional content writer with a journalistic experience in writing articles.	Furnish information and enclose documents / proofs pertaining to the same. Upload C.V



## GENERAL TERMS AND CONDITIONS

### 1. BINDING TO ALL TERMS & CONDITIONS:

The bidders are advised to submit the tenders strictly based on the terms and conditions and specifications contained in the RFP document including amendments, if any, issued by The Bank prior to submission of tender. The formats prescribed in the tender documents should be scrupulously followed by the bidders. Any bidders who submits incomplete form or Tender bids that do not comply with the terms and conditions shall be summarily rejected. The Bidder must take due care and caution in this regard.

### 2. METHOD OF TENDER SUBMISSION:

#### 2.1 Method of Tenders Submission:

- (1) The bidders are required to submit their respective Tenders as per the instructions given herein below.
- (2) All bids are to be submitted tenders (hereinafter referred as bids/ tenders. The bids shall be submitted only on or before the scheduled date and time of bid submission.
- (3) The Undertaking as per the Annexure 8 shall be made on the letter head of the bidder's company or firm, duly signed by authorized official along with the seal of body corporate.
- (4) Eligibility criteria shall be fulfilled. However, on request original documents should be produced failing which the bid/ tender is liable for rejection.
- (5) Technical Bid form as per Annexure 2 and other documents sought along in Eligibility Criteria page 6-7 should be submitted. The Technical bid should be on the letter head of the bidder's company or firm, duly signed by authorized official along with the body corporate seal.
- (6) Commercial bid as per Annexure 3 is to be submitted in sealed envelope<sup>3</sup>.
- (7) A self-signed and stamped scanned copy of EMD deposit should be submitted.

#### Earnest Money Deposit (EMD): -

The payment towards non-interest bearing EMD amount ₹ 2,50,000 /- (Rupees Two Lacs Fifty Thousand Only) should be submitted in the form of DD favouring "Indian Bank" as per details below:-

Sr. No.	Details of Bank Account	
1	Type of Account	Current
2	Account Number	
3	Name of the Bank	Indian Bank
4	Name of the Branch	
5	Address of Branch	
6	MICR Code No.	
7	IFSC Code No.	

- (1) No previous dues of the bidder shall be adjusted towards the above transaction of EMD.
- (2) The bidder shall submit one tender only otherwise their bid will be rejected.
- (3) DD will be returned to the bidder after the process is complete and the successful bidder is declared.
- (4) The EMD will not carry any interest.

(5) EMD should be submitted in the form of DD along with tender.

### **3. OPENING OF TENDERS:**

The bidders are required to send their authorized representative who should carry a letter on body corporate letterhead authorizing him/her to attend the bid opening along with ID card duly issued by the competent authority. Without this letter / ID card, he/she may not be allowed to attend the bid-opening meeting. After evaluation of bid, all the bidders will get the information regarding bid status. Thereafter, communication confirming the status will be sent to all bidders. The bidders can check information regarding the status of their tender and ranking on website. Contract will be awarded separately to the successful bidder.

### **4. PROCEDURE FOR PROCESSING THE TENDER:**

1. Documents containing Pre-Qualification cum Technical bid would be opened on the specified date and time.
2. The documents submitted by the bidders would be evaluated by the Technical Committee of Indian Bank.
3. Financial bids would be opened on the specified date and time of only those bidders who have been successfully qualified in the Technical Bid. The authorized representative of shortlisted bidders who wish to remain present for financial bid opening should bring a letter on body corporate's letterhead authorizing him to attend the Financial bid opening.
4. The tender committee of Indian Bank will decide the Successful bidder. The decision of the committee shall be final, conclusive and binding upon all the bidders.

**This procedure is subject to changes and the procedure adopted by Indian Bank for opening the tender shall be final and binding on all the parties.**

### **5. FORFEITURE OF EMD:**

The EMD submitted by the bidder will be forfeited if the bidder –

1. Withdraws the bid after acceptance by The Bank; or
2. Withdraws the bid before the expiry of the validity period of the tender; or
3. Violates any of the provisions of the terms and conditions of the RFP.
4. In case of a successful bidder, if the bidder fails to furnish the Performance Bank Guarantee (PBG) in accordance with terms and conditions of the RFP.

### **6. REFUND OF EMD:**

1. EMD is refundable to unsuccessful bidders after completion of tender process i.e. after declaration of successful bidder.
2. EMD of the successful bidder shall be refunded after execution of PBG.
3. In case of rejection of tender / unsuccessful tender, the EMD will be refunded to the bidders after intimation of rejection of tender.

## **7. REJECTION OF TENDERS:**

The tender is liable to be rejected due to any of the following reasons: -

- a) If it is not accompanied by the requisite EMD payment.
- b) If it is not in conformity with the instructions mentioned herein.
- c) If it is incomplete or due to non-furnishing of required documents.
- d) If the bid is conditional.
- e) Any billing linked to The Bank's assets and/or revenue will disqualify the bidder.

The Bank reserves the right to reject the tender and the decision of The Bank would be final and binding and no communication would be entertained in this regard.

## **8. VALIDITY OF TENDER:**

Bids should be valid for acceptance for a minimum period of at least 90 (Ninety) days from the date of opening of e tender. The validity may be extended by mutual consent. Tenders with lesser validity period would be rejected.

## **9. PERFORMANCE BANK GUARANTEE (PBG):**

The successful bidder shall at its own expense provide Performance Bank Guarantee to The Bank at the rate of 10 % of the total Commercial bid value for performance guarantee within 15 days from the receipt of notification of award of the contract from The Bank, which shall be an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a nationalized bank acceptable to The Bank, payable on demand, for the due performance and fulfilment of this Agreement. Performance bank guarantee should be submitted in the format given in Annexure-9 The Bank reserves the right to amend/ modify/ delete all or any of the terms set out in the said draft Performance Bank Guarantee (PBG).

The PBG should remain valid for a period of 30 days beyond the date of completion of all contractual obligations of the successful Bidder including warranty obligations.

## **10. GENERAL TERMS:**

- The agreement shall be in force for a period of three year from the date of signing of agreement, subject to satisfactory review every year. The agreement can be extended further subject to review and as mutually decided by The Bank and selected bidder.
- If at any point of time, the services of bidder are found to be non-satisfactory the contract will be terminated, giving fifteen days prior written notice in advance.
- The Bidder will treat as confidential data and information about The Bank obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- The Tender and all supporting documentation submitted by the bidder as part of RFP shall become the property of The Bank.

- Information regarding the RFP, corrigendum / amendments to RFP, if any, would be hosted on our website only.
- RFP Queries may be communicated to the designated e-mail [indianbankccd111@gmail.com](mailto:indianbankccd111@gmail.com). No queries will be accepted on telephone or through any means other than e-mail. The last date for receipt of queries is 20.01.2020.
- Correct technical information must be completely filled in. Filling up of the information using terms such as “OK”, “Accepted”, “Noted”, “As given in Brochure/Manual” “negotiable”, “to be discussed” is not acceptable. The Bank may treat such bids/ tenders as not adhering to the terms of RFP and as unacceptable.
- Any financial bid incomplete in any respect or deviating from the specified format would not be considered.
- The bidders are advised to upload all the necessary self-attested documents duly stamped/sealed documents in support of their experience/credentials. Non - submission of specified documents shall disqualify the bidder. The Bank’s decision in this regard is final, conclusive & binding upon all the bidders.
- If the bidder does not accept the correction of errors, his bid shall be rejected and EMD will be forfeited. This procedure is subject to changes and the procedure adopted by The Bank for opening the tender shall be final and binding on all the parties.
- Any effort made by the bidder to influence The Bank in the evaluation / contract award decision, may result in the rejection of the bid. Each bid will be evaluated using the criteria and process outlined.
- The Bank reserves the right to:
  - 1) Accept / reject any or all of the bids submitted by a bidder.
  - 2) Add, modify, relax or waive off any condition(s) stipulated in the bid whenever deemed necessary.
- It is construed that the bidder has read all the terms and conditions before submitting his/her bid.
- The bidder has to submit the bid document well in time before the prescribed time to avoid any delay or problem during the submission process.
- The tender-inviting authority will not be held responsible for any technical snag or network failure during on-line bidding.
- It is the bidder’s responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder’s premises to access the tender website.
- The Bank shall not be liable to the bidders for any direct / indirect loss or damages incurred by them arising out of incorrect use of the tender system or internet connectivity failures under any circumstances.

- A Bidder shall submit only one proposal/bid, either individually or as a joint venture in another proposal/bid. If a Bidder including a joint venture partner submits or participates in another proposal/bid, all such proposals/bids shall be disqualified.
- The bid and all supporting documentation submitted by the bidder as part of the RFP response shall become the property of The Bank.
- In case of any tender-related queries, kindly contact us

**Indian Bank, Corporate Communications Department, Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014** Phone: 044-28134457/ 28134466 E-mail: [indianbankccd111@gmail.com](mailto:indianbankccd111@gmail.com)

- In case of any technical assistance on bid preparation/submission, login, registration, etc., kindly contact the following team: -

HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1800 HRS IST (MONDAY TO SATURDAY (Exclusions: SECOND and FOURTH SATURDAYS and The Bank HOLIDAYS))		
Contact Nos. and email IDs for helpdesk officers		
Dedicated email	<a href="mailto:indianbankccd111@gmail.com">indianbankccd111@gmail.com</a> (Please email your issues before your call helpdesk. This will help us serving you better.)	
Contact number	+91-44-28134457/ 28134466	

## 11. PRICE:

- Price quoted shall be in Indian Rupees.
- The contract shall be awarded based on the Technical and financial bid terms as detailed in SECTION – VI
- The price quoted by the bidder should be in the form of Monthly Retainer Fee plus taxes as applicable. The Bank would be entitled to deduct taxes as applicable while making payments according to the Indian taxation rules.
- The bidder quoting the lowest consolidated rates would be considered for the job.
- The Bank reserves the right to deduct the payment on account of insufficient/unsatisfactory work and or willful/careless execution of job.

## 12. TERMINATION OF CONTRACT

The Bank shall have the absolute right to terminate any contract(s) formed between The Bank and the successful bidder(s) by giving 15 days prior written notice in advance.

### **13. COMMUNICATION**

Verbal communication shall not be effective unless formally confirmed in writing by The Bank. In no case shall verbal communication govern over written communication.

Bidder's inquiries, questions, and requests for clarification related to this Tender are to the General Manager (CCD), Indian Bank, Corporate Communication Department, CO: Chennai

: E-mail : [indianbankccd111@gmail.com](mailto:indianbankccd111@gmail.com) Telephone: 044- 28134457/ 28134466

Formal Communications shall include, but are not limited to:

- Questions concerning this RFP: Questions must be submitted in writing via the email address provided herein above
- Errors and omissions in this RFP and enhancements: Bidders shall bring to notice of The Bank, any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, Bidders can recommend to The Bank, any enhancements that might be in the best interests of The Bank. These recommendations must be submitted via e-mail and be received by General Manager (CCD), Corporate Communication Department, Indian Bank.

The Bank will make a good-faith effort to provide a written response to each question or request for clarification. Written responses will be uploaded on The Bank Website.

### **14. BIDDER'S UNDERSTANDING OF THE RFP**

In responding to this RFP, the Bidder accepts the full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to The Bank as necessary to gain such understanding. The Bank reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further, The Bank reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding. That right extends to cancellation of contract/award if it has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to The Bank.

### **15. GOOD FAITH STATEMENT**

All information provided by The Bank in this RFP is offered in good faith. Individual items are subject to change at any time. The Bank makes no certification that any item is without error. The Bank is not responsible or liable for any resulting claims by use of this information.

### **16. CONFIDENTIALITY**

The bidder must ensure confidentiality for the information provided by The Bank.

Either Party shall not use Confidential Information, the name or the logo of the other Party except for the purposes of this Agreement; Further, disclosure of confidential information by employees or hired institutions of the parties is deemed as the act by the parties therefore subjecting them to same liability as parties to this contract.

The parties of this agreement acknowledge and make sure that all the oral and written materials exchanged relating to this Agreement are confidential. All the parties have to keep them confidential and cannot disclose them to any other third party without other parties' prior written approval, unless: (a) the information is already in public domain; (b) the disclosed materials are required by laws /rules of the land; or

Disclosure of confidential information by Employees or hired institutions of the parties is deemed as the act by the parties, therefore, subjecting them to same liability as parties to this contract.

### **SECTION - III**

#### **1. Bidder Registration:**

- i. Bidders are required to download application from The Bank's website.
- ii. During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.

#### **2. Preparation of Bids by Registered Bidder:**

- i. For preparation of bid Bidders shall search the tender from published tender list available on site and down load the complete tender/ RFP document and should take into account corrigendum if any published before submitting their bids.
- ii. Any clarifications, if required, may be obtained online through the contact details given under general terms' above.
- iii. Bidders should keep the bid documents ready in advance that are needed to be submitted as indicated in the RFP/ tender document in PDF format only.
- iv. Bidder shall go through the RFP/ tender carefully to understand the documents required to be submitted as part of the bid. Any deviation from the terms and conditions of the RFP/ tender may lead to rejection of the bid.
- v. Bidders shall submit their bids Competent Authority well before the bid submission end date and time. The Competent Authority will not be held responsible for any sort of delay or the difficulties faced during the submission.

#### **1. Submission of Bids by Bidder:**

- i. Bidder should deposit the EMD as per the instructions specified in the RFP on or before the last date & time mentioned in the RFP, otherwise the bid will be rejected. The bidders claiming exemption as a NSIC/MSME registered unit shall submit the scanned copy of valid NSIC/MSME registered confirming as manufacturer of tendered item.
- ii. The bidder shall read the terms & conditions of RFP and accept the same in order to proceed further to submit his/her bid.

iii. Bidders shall submit their bids to the Competent Authority well before the bid submission end date and time. The Competent Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids by the bidders.

### **3. PERIOD OF THE ENGAGEMENT:**

Appointment will be for a period of Three years subject to satisfactory review every year.

### **4. PROPOSAL EVALUATION & OTHER TERMS & CONDITIONS:**

- The Evaluation of the technical proposal will start first and at this stage the commercial proposal will remain unopened. The minimum qualifying marks in technical evaluation is 60.
- Commercial proposals of only those agencies who have qualified in the Technical proposal shall be opened in the presence of representatives of agencies who choose to be present. The Bank shall inform the date, time and place of opening of the commercial proposals to all shortlisted agencies who have qualified in the technical proposals. The commercial proposal of the listed bidders who have qualified in technical evaluation will be opened. The Agency with the L1 Bid will be recommended for appointment as PR agency of The Bank.
- In case of discrepancy between amount in words and figures, the former will prevail.
- Please take note that if any of the bidders have engaged any contract labourers, the bidders have to submit the registration/ license as per sec 7 and 12 of Contract Labour Abolition Act, 1971 and also, they should have necessary registration / license under ESI Act and EPF Act.

### **5. The Bank RESERVES THE RIGHT to accept or reject any or all the proposals.**

a. In case need is felt, The Bank reserves the right to go for assignment of specific PR related jobs to any other agency apart from our Selected Agency.

### **12. CONTRACT FINALISATION:**

The Agency Selected will have to execute a contract with The Bank in the approved format by the Bank. The same will be provided after finalization of Appointment. If the selected Agency differs/does not agree on any conditions/terms of the contract, The Bank has the right to appoint the next most scored Agency on the panel without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

### **TERMINATION OF THE RFP PROCESS:**

The Bank reserves the right to withdraw the RFP or delete/amend/change/modify any clause(s) mentioned herein at any time before signing of a definite Contract, without assigning any reason and shall not be held liable for any losses or damages caused by such withdrawal.

2.The withdrawal of RFP would be by uploading of Notification by The Bank on website [www.indianbank.in](http://www.indianbank.in)

### **INTEGRITY PACT**



Every participating bidder has to execute an integrity pact with The Bank. The information of the integrity pact is available on the The Bank website [www.indianbank.in](http://www.indianbank.in)

## **ANNEXURE -1**

### **SCOPE OF WORK / ENGAGEMENT**

1. Long Term Strategy : To assist in reorienting The Bank's corporate communication efforts by drawing up a long term communication strategy from time to time.

To increase visibility and mould opinion among its various stakeholders i.e. customers, investors, Government and public at large.

2. Media relations :

- To maintain excellent media relations to ensure adequate and Positive coverage of the Bank in a sustainable manner.
- To disseminate information on national basis or locally (as per The Bank's requirement) in various media i.e. print, electronic, digital and any other emerging media through press releases including emerging modes of communications.
- Assist in managing one to one relationships of the management with all identified media professionals relevant to The Bank apart from managing all media events including one-to-one meetings/ interviews of the authorized spokesperson of The Bank.
- To provide and maintain an updated list of media professionals relevant to The Bank.
- Assist The Bank for its presence in digital and/ or social media and any other emerging media.

3. Media Monitoring & : To track mainline, regional business and Crisis Communication Trade Publications, magazines along with electronic and digital media to monitor specific coverage and perceptions about The Bank on a day to day basis. Preparing and submitting a report on a weekly basis (soft copy) covering news on The Bank in particular and financial related news (BFSI) in general.

To submit a comprehensive report at the end of every month giving detailed coverage for The Bank and analysis of the same in print, electronic and digital media vis-à-vis its major competitors.

To handle and bring to the notice of The Bank any coverage that is detrimental to the interest of the corporation. Prepare a proactive strategy for crisis communication and chalk out the key message, communication plan and ensure effective implementation of the plan for desired results.

#### **Corporate Communications**

**Internal :** To assist the The Bank in publishing internal House Journals / Magazines, employee Communications and similar other.

**External :** To generate adequate unpaid coverage across different media for new product launches and any tactical / strategic announcements; provide media training programmes for authorized spokespersons of The Bank. To devise communication strategy for better investor and analyst relations.

4. Market Intelligence : To provide competitive information on a periodic basis.

5. Event Management : To organize Press Conferences, Product launches, Seminars, Analyst Meet, Roadshows etc.

6. Term of Engagement : Three years subject to satisfactory review after every year.

**ANNEXURE - 2****APPLICATION FOR EMPANELLEMENT OF PR AGENCY:****(Technical Bid)**

Sr. No	Brief Description	
1.	Name of the Agency / Firm	
2.	Constitution of Agency	
3.	Address of Registered Office with Contact Person(s), Telephone Nos, Mobile Nos., E-mails etc.	
4.	Addresses of Branch Offices / stringer with Contact Person(s), Telephone Nos, Mobile Nos, E-mails	
5.	Details of association with PR Agencies / Consultants worldwide, with name of organization with which they have been associated, nature of relationship/assignment and length of association	
5	Name of the Proprietor / Partners / Directors	
6.	Details of the professional content writer with an experience in writing financial articles in journalism.	
6.	Date of Establishment	
7.	No of years in PR Agency Business	
8.	Details of Skilled Employees in your organization experienced especially in P R related activities (with designation and qualification) a) b) c)and so on.	
9.	Financial Position: (Rs. In Crores) 2016-17 , 2017-18, 2018-19  Turnover :  Profit :  Net worth :  (Copies of Audited Balance Sheet, Profit & Loss a/c with Auditors Report to be enclosed for last Three years. If the agency is having other revenue besides PR fees, the PR fees to be shown separately for each year along with certificate from auditors.)	

10.	List of new clients in the last 3 years and current list of all clients' list (on retainership basis).	
11.	Details of Key Personnel branch office / stringer wise. List of actual team members who will work on the The Bank account with their CV (as per Annexure 6) 12. Details of experience of assignments as per details	
13.	A description of the proposed approach, methodology and work plan	
14.	Two references from reputed publications/organizations/editors/anchors	

**\*Kindly refer to eligibility criteria on Page 7-8 for the documents to be submitted along with the Technical bid.**

We certify that the above particulars are correct and we understand and agree that if any statement is found to be false or not correct, The Bank reserves the right to remove our name from the selected panel, if Selected, with immediate effect and The Bank's authority in this regard is full and final. We understand and agree that the selection does not obligate The Bank in any manner. We also understand that The Bank has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the empanelment.

Signature of Authorized person:

Signed at \_\_\_\_\_ dated \_\_\_\_\_ by \_\_\_\_\_

Designation \_\_\_\_\_ for \_\_\_\_\_ Agency

Seal of Agency:

**ANNEXURE -3**

**Commercial Bid**

S.No	Particulars	Amount (INR) Exclusive of GST
1	Monthly Retainer Fee	

**ANNEXURE - 4**

**(On letter head of the Agency duly stamped and signed)**

Date:

**TO WHOM SO EVER IT MAY CONCERN**

This is to certify that M/s.....is our Empanelled /Appointed PR agency for more than \_\_\_\_\_ Years.

The performance of the agency is \_\_\_\_\_ \* during their tenure with us.

\*

- Poor
- Satisfactory
- Good
- Excellent

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:

**ANNEXURE - 5**

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

**DECLARATION-CUM-CERTIFICATE**

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that there are no overdues of the agency to any Publication/TV Channel/Radio or any other organization and our Agency has not been backlisted by any Central/State Government/Public Sector Undertakings/ Banks/IRDAI/RBI/IBA/any other Corporates/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against the Company/Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:



**ANNEXURE -6**

**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF WHO WILL BE ALLOCATED THE PR ACTIVITIES OF THE BANK AFTER EMPANELEMENT**

1. Proposed Position:

2. Name of Agency [Insert name of firm proposing the staff]:

3. Name of Staff [Insert full name]:

4. Date of Birth:

Nationality:

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership of Professional Associations:

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

9. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Positions held:

10. Detailed Tasks Assigned in PR activities

11. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned

a) List all tasks to be performed under this assignment

b) Among the assignments in which the staffs have been involved, indicate the following

information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.]

- (i) Name of assignment or project:
- (ii) Year:
- (iii) Location:
- (iv) Client:
- (v) Main project features:
- (vi) Positions held:
- (vii) Activities performed:

Signature & Date.

## ANNEXURE-7

### PARAMETERS FOR TECHNICAL BID

(ALL INFORMATION TO BE AS OF 31.03.2019)

Weightage of technical: commercial scores will be in proportionate and combined score will be taken for the finalisation of the agency. The agency with the highest score will be considered for appointment for the Public Relation of the Bank.

Sr. No	Description of Activity	Total Marks
1.	Office in Chennai	10
2.	Whether the Agency is having professional content writer (journalist) having experience in writing financial articles	10
3.	Current list of clients based on quality/width	10
4.	Turnover	10
5.	Work Portfolio	10
6.	Exposure in 360-degree PR activity	10
7.	Presentation	40
	Total Marks for Technical parameters	100

Sr. No	Description of Activity-wise marks distribution	Marks
1.	Technical	50
2.	Financial/ Commercial	50
3.	Total	100

**Minimum qualifying score is 60 in Technical Bid**

**ANNEXURE-8****UNDERTAKING****(TO BE GIVEN ON LETTER HEAD OF THE “BIDDER”)**

Dated \_\_\_\_\_

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

I/We hereby confirm having read by me/us read and/or explained to me/us and understood all the terms and conditions stated in the documents in connection with the subject RFP Ref No. No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby declare/state/ undertake as under:-

1.	I/We further confirm and declare that all the tender documents have been signed.	
2.	We have not been banned or de-listed by any Government or Quasi-Government agencies or PSUs including The Bank” in the last three financial years	
3.	We (in case of firm- this is applicable to the promoters or persons who have controlling interests in the firm) are not related to any Officer of Indian Bank (The Bank) or any Officer of the rank of the Deputy Secretary or above in the Ministry of Finance, Government of India and also certify that we do not have any relatives employed in The Bank. (Relative to have the same definition as under Companies Act.	
4.	With reference to your subject RFP we hereby give an Undertaking that we have not made any payment or illegal gratification to any person/authority connected any with the RFP Process so as to influence the RFP process and have not committed any offence under the Prevention of Corruption Act in connection with the RFP. We also do under take that we shall disclose if any payment made or proposed to be made to any intermediaries (agents etc.) during the RFP process in connection with this RFP.	
5.	With reference to subject RFP, we hereby certify that, we do not have any current litigation with the company.	
6.	I/we hereby give consent that my/our response to this RFP may not be considered by The Bank, if awarded be cancelled if it has been found any of the undertaking(s)/information/document(s) given in/along with this RFP has been found to be wrong, misleading, incorrect, manipulated, forged or has been obtained by any improper means whatsoever.	

Thanking you,  
Yours faithfully,

SIGNATURE OF THE “BIDDER” WITH SEAL

Place:

Date:

**ANNEXURE -9**

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

**(To be executed on Rs.100/- Non-Judicial Stamp Paper)**

To,

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

In consideration of **Indian Bank** (The Bank), having its **Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014** (hereinafter called the "The Bank" , which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns) having awarded the work for \_\_\_\_\_ (name of work) of RFP No. \_\_\_\_\_ dated \_\_\_\_\_ vide work order issued vide letter no. \_\_\_\_\_ dated \_\_\_\_\_

to M/s. \_\_\_\_\_ (indicate Name & Full Address of the bidder) (hereinafter called the said "bidder") , which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns) and the and the bidder, having agreed to provide a guarantee for its performance in the form of an unconditional, irrevocable and continuing Performance Bank Guarantee as per the terms and conditions of the Request for Proposal dated \_\_\_\_\_ (hereinafter referred to as "the RFP") and the said Agreement, for the due fulfilment by the selected Bidder of the terms and conditions contained in the RFP and the said Agreement. We \_\_\_\_\_ (indicate the name of Bank) (hereinafter referred to as "the Bank") at the request of M/s. \_\_\_\_\_ the said bidder do hereby undertake to pay to the The Bank an amount not exceeding Rs. \_\_\_\_\_ at any time, against any losses or damages costs, charges and expenses caused to or suffered or would be caused to or suffered by the The Bank by reason of any breach by the said bidder of any of the terms or conditions contained in the said RFP.

2. We \_\_\_\_\_ (Name of the bank and full address) do hereby undertake to pay the amounts due and Payable under this performance bank guarantee without any demur, merely on a demand from the The Bank stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the The Bank by reason breach by the said bidder of any of the terms or conditions contained in the said RFP or by reason of the bidder's failure to perform the said RFP. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this performance bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We \_\_\_\_\_ (Name of the bank and full address) undertake to pay to the The Bank any money so demanded not withstanding any dispute or disputes raised by the said bidder in any suit or proceeding pending before any court or Tribunal relating to the said RFP or this Performance bank guarantee our liability under this present being absolute and unequivocal. The

payment so made by us under this Performance bank guarantee shall be valid discharge of our liability for payment there under and the said bidder shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the entire tenure of the said Agreement till 60 days after all the contractual obligations of the Vendor including warranty obligations are completed and all the dues of the Bank under or by virtue of the said RFP have been fully paid and its claim satisfied or discharged or till the Bank certifies that the terms and conditions of the said RFP have been fully and properly carried out by the said bidder. Unless a demand or claim under this guarantee is made or presented to the Bank within six months from the expiry date of this Bank Guarantee, all the rights of the Corporation under this guarantee shall cease and the Bank shall be released and discharged from all liability hereunder.

5. We \_\_\_\_\_ (indicate the name of Bank) further agree with The Bank that the Bank shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bank against the said bidder and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted by The Bank to the said bidder or for any forbearance, act or omission on the part of the Bank or any indulgence by the The Bank to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

Any claim which we, \_\_\_\_\_ (Name of the bank and full address) have against the bidder shall be subject and subordinate to the prior payment and performance in full of all the obligations of it hereunder. The Bank will not, without prior written consent of The Bank, exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of it hereunder remain owing and outstanding regardless of the insolvency, liquidation or bankruptcy of the bidder or otherwise howsoever. We, the Bank, will not counter claim or set off against its liabilities to The Bank hereunder any sum outstanding to the credit of The Bank with it. 6. This guarantee will not be discharged due to the change in the continuation of the Bank or the bidder.

7. We, \_\_\_\_\_ (indicate the name of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Bank in writing.

8. Our obligation to pay hereunder is as principal debtor and not as surety and it shall not be necessary for The Bank "to proceed against" the said bidder "before proceeding against" the Bank and the performance bank guarantee herein contained shall be enforceable against the Bank notwithstanding any other security which The Bank may have obtained or obtain from the bidder at the time when proceedings are taken against the said Bank in any manner whatsoever.

9. This Performance Bank Guarantee shall come into force immediately and shall be valid upto 30 days after all contractual obligations of the Bidder including warranty obligations are completed.

10. We have the power to issue this Performance Bank guarantee in favour of The Bank and the undersigned who are executing this Performance Bank guarantee have the necessary power to do so on behalf of the Bank.

Date: \_\_ day of \_\_\_\_\_ 2019 for \_\_\_\_\_ (Name of the bank)

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank

## ANNEXTURE- 10

### RECIPROCAL NON-DISCLOSURE AGREEMENT

This Agreement (“Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_ 2019, by and between:

\_\_\_\_\_, (“ Service Provider”), a Company incorporated under the Companies Act, 1956 or 2013 , having its registered office at \_\_\_\_\_ which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the one part;

And

Indian Bank, (“The Bank”), a Public Sector Bank, having its registered office at **Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014**, India which expression shall, unless it be repugnant to the meaning and context thereof, include its successors, authorized agents, representatives and permitted assigns of the other part.

Hereafter referred to individually as a “Party” and collectively as the “Parties”. For purposes of this Agreement, the party receiving Confidential Information (as defined herein below), shall be referred to as the “Receiving Party” and the party providing the Confidential Information shall be referred to as the “Disclosing Party”.

WHEREAS, \_\_\_\_\_ the Service Provider is inter alia engaged in the business of Printing & Dispatching the Annual Report 2018-19.

AND WHEREAS, The Bank is engaged in the business inter alia, of offering Banking and financial products and other related activities.

AND WHEREAS the Service Provider and The Bank are in the process of entering into a detailed agreement for the purpose of appointment of the Service Provider for Printing & Dispatching the Annual Report 2018-19 in accordance with the scope as identified in the request for proposal relating thereto.

AND WHEREAS to facilitate such Printing & Dispatching the Annual Report 2018-19 in accordance with the said request for proposal and agreement, certain Confidential Information (as defined herein below) will be required to be shared between the Parties (“Purpose”)

AND WHEREAS, the parties wish to protect the Confidential Information (as defined herein below) from any unauthorized use or disclosure in accordance with the terms and conditions of this Agreement

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:



#### **A. Definition of “Confidential Information”**

(a) Confidential Information” means any information disclosed to, received by, otherwise accessed by or coming to the knowledge of the Receiving Party to this Agreement, either orally or in writing, whether disclosed directly or indirectly that

(1) Is by its character or nature confidential or by the circumstances in which it is disclosed/received/accessed and/or it came to knowledge, such that a reasonable person under like circumstances would treat it as confidential; or

(2) Is designated by the disclosing party as confidential or identified in terms connoting its confidentiality; or

(3) is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever or however disclosed; or

(4) The disclosing party considers confidential;

All the printing material supplied by The Bank.

Either Party shall not use Confidential Information, the name or the logo of the other Party except for the purposes of this Agreement;

The parties of this agreement acknowledge and make sure that all the oral and written materials exchanged relating to this Agreement are confidential. All the parties have to keep them confidential and cannot disclose them to any other third party without other parties' prior written approval, unless: (a) the information is already in public domain; (b) the disclosed materials are required by laws /rules of the land; or

Disclosure of confidential information by Employees or hired institutions of the parties is deemed as the act by the parties, therefore, subjecting them to same liability as parties to this contract.

(b) Confidential Information shall include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party. (c) Confidential Information shall include any copy, abstract, extract, sample, note or module of any Confidential Information and any part or any extract or summary or derivation thereof; (d) Data relating to the shares and folio numbers of the Shareholders is private information and hence considered to be Confidential Information.

#### **B. Information not categorized as “Confidential Information”**

The obligation imposed, under this Agreement, on the Receiving Party shall not apply to information which:

(a) Receiving Party can demonstrate by prior existing records, was within Receiving Party's legitimate possession prior to the time of disclosure;

(b) was within the public domain/public knowledge prior to disclosure, or comes into the public domain/public knowledge through no wrongful act, fault, negligence or breach of this Agreement on the part of the Receiving Party;

(c) is independently developed by the Receiving Party without reference to or reliance upon Confidential Information of the Disclosing Party;

(d) Is or becomes lawfully available to Receiving Party on a non-confidential basis from an independent Third-Party source (after diligent inquiry) who is free to divulge such information.

Provided, the Receiving Party understands and agrees that:

- i. Any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
- ii. A combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

### **C. Restriction on Disclosure**

Except as otherwise expressly permitted under this Agreement, the Receiving party shall hold and keep in strictest confidence any and all Confidential Information and shall not directly or indirectly, in any way:

(a) disclose, reveal report, publish, duplicate, copy, transmit or otherwise use or disseminate in any manner whatsoever any Confidential Information of the Disclosing Party;

(b) use the Confidential Information of the Disclosing Party (i) for Receiving Party's own benefit or that of any third party, (ii) to the Disclosing Party's detriment, or (iii) for any purpose other than for achieving the Purpose;

(c) commercially exploit any Confidential Information of the Disclosing Party;

(d) acquire any right in, or assert any lien against, the Confidential Information of the Disclosing Party; or

(e) Refuse for any reason to promptly return all Confidential Information of the Disclosing Party if instructed to do so.

### **D. Permitted Disclosures**

Receiving party is permitted to: (a) disclose relevant aspects of the Disclosing Party's Confidential Information to the Receiving Party's directors, officers, employees, consultants, attorneys and auditors solely to the extent necessary for achieving the Purpose; provided, that

(1) Before disclosing any Confidential Information of the Disclosing Party, all persons or entities receiving Confidential Information shall be bound by obligations of confidentiality towards the Disclosing Party no less restrictive than those of this Agreement. Such persons shall be strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information.

(2) The Receiving Party shall use the same care to avoid disclosure or unauthorized use of Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable care including execution of a confidentiality agreement with the persons or entities

receiving Confidential Information. Receiving Party shall establish and maintain reasonable security measures to provide for the safe custody of the Information and to prevent unauthorized access to it.

(3) All such Confidential Information shall be labelled as confidential.

(b) Disclose relevant aspects of the Disclosing Party's Confidential Information if legally compelled or required to disclose any Confidential Information of the Disclosing Party in connection with any legal or regulatory proceedings. In such case, the Receiving Party will immediately notify the Disclosing Party so as to allow the Disclosing Party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure or waive compliance with the terms of this Agreement. The Receiving Party shall cooperate with any attempt by the Disclosing Party to seek judicial protection for such Confidential Information.

(c) Disclose relevant aspects of the Disclosing Party's Confidential Information with the prior written consent of the Disclosing Party.

#### **E. Effects of Unauthorized Disclosure**

(a) The Receiving Party will be liable for the acts and omissions of, and any loss, theft or unauthorized/inadvertent disclosure or use of Confidential Information by, any person or entity that received Confidential Information from or through the Receiving Party.

(b) Receiving Party acknowledges and agrees that the misappropriation or misuse of Confidential Information of the Disclosing Party will result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy at law, and in the event of such a breach by the Receiving Party resulting in losses, damages, claims or expenses incurred or suffered by the Disclosing Party, the Disclosing Party shall be entitled to legal as well as equitable relief, as appropriate, including but not limited to an injunction, in addition to any monetary relief in the form of indemnification.

(c) The Receiving Party will promptly report to the Disclosing Party any disclosures of Confidential Information otherwise than as permitted by this Agreement and any breaches in security that may affect the Disclosing Party or its Confidential Information of which it is aware and will specify the corrective action to be taken.

#### **F. Return of documents**

Upon written demand by the Disclosing Party, the Receiving Party shall promptly and in any event within 14 days of receipt of such request, at its own cost:

(a) Procure the return or return to the Disclosing Party all Confidential Information supplied which the Receiving Party has in his possession or under his control, , which includes but is not limited to all tangible material embodying the Confidential Information provided, each and every copy of Confidential Information and copies that have been converted to computerized media in the form of image, data or word processing files whether manually or by image capture or in any other form of storage;

(b) Destroy or have destroyed all copies received or made of the Confidential Information; and

(c) Promptly thereafter provide a certificate signed by an authorized official/officer of the Receiving Party certifying compliance with the obligations point (a) and (b) above.

#### **G. Title and Proprietary Rights**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain exclusive 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 Disclosing Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, reverse-engineer, decompile, disassemble, obliterate, mutilate, deface or otherwise interfere with any software, 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 mark, symbol or logo etc. on such Confidential Information.

#### **H. No Warranty**

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 constitutes any representation, warranty, assurance, guarantee or inducement by Disclosing Party to the Receiving Party with respect to the fitness of such Confidential Information for any particular purpose. I. No Commitment

The disclosure of Confidential Information does not, and is not intended to represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

#### **J. Term**

This Agreement shall commence from the date set forth above and expire with the termination or expiration of the Agreement for Printing & Dispatching the Annual Report 2018-19 unless earlier terminated in writing by both Parties. The provisions of this Agreement shall however apply to any Confidential Information which may have been disclosed in connection with the discussions and negotiations regarding the Purpose, prior to the date first mentioned above.

Notwithstanding the foregoing, the Receiving Party's duty to hold in confidence the Confidential Information that was disclosed during the term and the obligations under this Agreement shall remain in effect for a period of 3 years beyond any termination or expiration of this Agreement.

#### **K. Dispute Resolution**

Where any dispute or difference between the parties arising out of, in connection with or resulting from this Agreement including formation, validity, interpretation, performance, breach and rights of the parties here under and whether arising during or after the period of this Agreement has not been resolved in the normal course of business, it shall be resolved as provided in Clause 29 "Dispute

Resolution” of the Service Agreement dated \_\_\_\_\_, of which this Non-Disclosure Agreement forms an integral part and parcel.

**L. Governing Law and Jurisdiction**

(a) The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of India.

(b) Subject to the provisions of Arbitration clause, the Parties agree to submit to the jurisdiction of a court of competent jurisdiction at Mumbai, India and to comply with all requirements necessary to give such court the jurisdiction. Each Party hereby irrevocably waives all rights to trial by jury in any legal proceeding arising out of or relating to the Agreement. M. Miscellaneous

(a) No failure or delay by the Disclosing party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

(b) This Agreement shall not be assignable or transferable by either Party without the written consent of the other Party.

(c) This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the Parties with respect to the subject hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party and no failure or delay in enforcing any right will be deemed a waiver.

(d) In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

(e) Upon 45 days written notice, the Disclosing Party may audit the use of the disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party’s audit and to provide reasonable assistance and access to information.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

\_\_\_\_\_

Contact and Address

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness 1: name, Address and Sign

Witness 2: Name, Address and Sign

INDIAN BANK

Contact and Address

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 1: name, Address and Sign

Witness 2: Name, Address and Sign