



Tender Document

for

engagement of Service Provider for

Marketing Collateral Generation

Date of Issue: 15.02.2020
Reference No. IB/ CO/ MKTG/ Tender/ 03/ Open/ 2019-20

Issued by:

Marketing Department
Indian Bank, Corporate Office
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai – 600 014.
Phone: +91-44-2813-4495
Email: ibhomktg@indianbank.co.in
Website: <http://www.indianbank.in>

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Indian Bank invites Offers for **Engagement of Service Provider for Marketing Collateral Generation Services** for the upcoming amalgamated entity formed with amalgamation of Indian Bank and Allahabad Bank. Offer related details are as mentioned below:

Availability of Tender Document	In the 'Tenders/ Auction' section of Indian Bank's official website, i.e, at https://www.indianbank.in/tenders/
Last Date for Submission of Queries, if any	22.02.2020, IST
Email IDs for sending queries/ error notifications	ibhomktg@indianbank.co.in
Date and Time of Pre-Bid Meeting	27.02.2020, 03.00 pm, IST
Bank's Address for Pre-Bid Meeting	Indian Bank, Corporate Office 254-260, Avvai Shanmugam Salai Royapettah, Chennai – 600 014
Last Date and Cut-Off time for Submission of Bid	07.03.2020, 03.00 pm, IST
Bank's Address for Submission of Bid Offer	General Manager (Marketing) Indian Bank, Corporate Office 254-260, Avvai Shanmugam Salai Royapettah, Chennai – 600 014
Date and Time of Opening and Acknowledging receipt of Bid Offer(s)	07.03.2020, 03.30 pm, IST
Venue for Opening and Acknowledging receipt of Bid Offer(s)	Indian Bank, Corporate Office 254-260, Avvai Shanmugam Salai Royapettah, Chennai – 600 014
<p>Note: The Offer can be sent via courier or delivered in person against written acknowledgement. Indian Bank, however, does not take responsibility of any offers damaged/lost in transit/delivered at incorrect address prior to receipt of it at its designated office.</p>	

Note: Time is as per Indian Standard Time. The above dates and time are tentative and subject to change without any prior notice or intimation. Bidders should check website, www.indianbank.in for any changes / addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with Bank the time & venue, one day prior to any of the above scheduled event.

Eligibility cum Technical bid will be opened in the presence of the Bidder's representatives who choose to attend the opening of eligibility cum technical bid. No separate communication shall be sent in this regard.

Commercial bid will be opened in the presence of the Bidder's representatives who are technically qualified. This RFP document is not transferable. If a holiday is declared on the dates mentioned above, the Bids shall be received / opened on the next working day at the same time specified and at the same venue unless communicated otherwise.

This Tender Document is meant for the specific use by the Company / person(s) interested to participate in the current tender process. This Tender Document in its entirety is subject to Copyright Laws. Indian Bank expects the participating Respondents or any person acting on behalf of the Respondents to strictly adhere to the instructions given in this Tender Document and maintain confidentiality of information. The Respondents shall be held responsible for any misuse of information contained in this Tender Document, and liable to be prosecuted by Indian Bank, in the event that such a circumstance is brought to the notice of Indian Bank. By participating in the proceedings of this Tender Document, the interested party is subject to confidentiality clauses.

DISCLAIMER

The information contained in this Tender Document or information provided subsequently to Respondents or applicants whether verbally or in documentary form by or on behalf of Indian Bank (or Bank), is provided to the Respondent(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. This Tender Document is not an agreement and is not an offer or invitation by Indian Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as "Respondent" or "Respondents" respectively). The purpose of this Tender Document is to provide the Respondents with information to assist the formulation of their proposals. This Tender Document does not claim to contain all the information each Respondent requires. Each Respondent, at its own cost without any claim to reimbursement/ refund, etc., is free to conduct its own independent investigation(s) and analysis and to check the accuracy, reliability and completeness of the information in this Tender Document. 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 Tender Document. The information contained in the Tender Document is selective and is subject to updating, expansion, revision and amendment. Indian Bank does not undertake to provide any Respondent with access to any additional information or to update the information in the Tender 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 Tender Document and/or the selection process, without assigning any reasons whatsoever. Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Information provided in this Tender Document is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Indian Bank does not own any responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Further, the Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Respondent upon the statements contained in this Tender Document. Indian Bank reserves the right to reject any or all the proposals received in response to this Tender Document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

DEFINITIONS

- a. 'Bank' means unless excluded by and repugnant context or the meaning thereof, shall mean 'Indian Bank', described in more detail under Clause 1 of this Tender Document and which has invited Bid Offers under this Request for Proposal and shall be deemed to include its successor and permitted assignee
- b. 'RFP' means 'Request for Proposal' for Selection of Service Provider for End-To-End Generation of a suite of Marketing Collaterals for upcoming amalgamation of Indian Bank and Allahabad Bank
- c. 'Amalgamated Entity' means the entity formed by amalgamation of Indian Bank and Allahabad Bank
- d. 'Respondent' or 'Bidder' means an organization/ firm submitting its proposal in response to this RFP to be considered for appointment as the Service Provider
- e. 'Contract' means the agreement signed by Successful Respondent/ Successful Bidder and the Bank at the conclusion of the Bidding process, whenever required
- f. 'Successful Respondent/ Successful Bidder' means the Respondent/ Bidder whose Commercial Bid is accepted by the Bank.
- g. 'Proposal' means the Eligibility cum Technical bid and the Commercial bid as per the formats prescribed in the RFP

ABBREVIATIONS USED IN THIS DOCUMENT

RFP	Request for Proposal
OOH	Out of Home
FY	Financial Year
BC	Business Correspondent
INR	Indian Rupees
NDA	Non-Disclosure Agreement

1. ABOUT THE BANK

The Indian Bank Limited, the predecessor to Indian Bank, had its genesis in the keen need felt for an Indian Bank managed by Indians, on Western lines in the wake of the widespread misery caused to the depositors by the failure of the House of Arbuthnot & Co., in the year 1906. The late Hon'ble Shri V. Krishnaswamy Iyer with the help of prominent citizens, took the initiative and Indian Bank Limited was incorporated on March 5, 1907 with an authorized capital of Rs. 20 lakhs. The Bank commenced business on August 15, 1907 with a branch in erstwhile Madras. It has since grown in size and business, adding customers across the length and breadth of this country and beyond. As on 31.12.19, branch network stood at 2890 and total business, at Rs. 4,50,278 crores.

Amalgamation of Indian Bank and Allahabad Bank

As per directions of Ministry of Finance, Indian Bank and Allahabad Bank is proposed to be amalgamated into a single entity wef 01.04.2020. This combined entity shall emerge as the 7th largest public sector bank of India, as on date, with a customer base exceeding 11 crores, branch network of over 6000, a BC network exceeding 9100 and a total business crossing Rs. 8.50 lakh crores. This amalgamated entity shall have a sprawling pan-India presence, making it a bank with formidable national footprint.

2. ABOUT THE RFP

In the light of the upcoming amalgamation as mentioned in Clause 1, Indian Bank wishes to engage a Service Provider for End-To-End Generation of a suite of Marketing Collaterals. Bank's objective is to communicate to customers and general public, what they can expect from the amalgamation and how their interaction and experience shall change post the amalgamation. The Service Provider would be required to undertake the entire spectrum of work starting from conceptualization till final delivery of the marketing collaterals/ contents. In connection to this, Bank invites sealed offers ('Eligibility cum Technical Proposal/Bid' and 'Commercial Proposal/Bid') for selection of the said Service Provider, in compliance with the Terms & Conditions, Specifications and Scope of Work described in this document.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and Successful Respondent as identified by the Bank after completion of the selection process.

3. SCOPE OF WORK and DELIVERABLES

3.1 Scope of Work

The scope of work for the Service Provider includes (but does not restrict to):

- A. Conceptualizing the core communication message and suggesting its application strategy
- B. Translating the core communication message as arrived at 'A.' into
 - a. Audio-Video Film
 - b. Audio Jingles
 - c. Print Advertisements
 - d. Digital Advertisements
 - e. OOH Advertisements
- C. Making available most or all content generated under 'B.' in English, Hindi, Bengali, Kannada, Malayalam, Odia, Tamil and Telugu.
- D. Managing all licenses, rights, trademarks, copyrights and related legal and statutory stipulations for the creative collaterals thus generated for Indian Bank/ Amalgamated Entity.
- E. Coordinating with Bank's existing agencies/ vendors for timely adaptations and formatting and
- F. Complying with the brand guidelines of the Bank.

3.2 Deliverables

All the marketing/ creative content generated as per the scope defined under Clause 3.1 shall be handed over to the Bank along with original and open files for viewing and printing purposes. Audio-Video film/s shall be provided in high definition quality. All the contents shall be exclusive property of Indian Bank with a perpetual right and must not be forwarded, distributed, edited and used in any way for commercial purposes without written permission from Indian Bank. The Bank reserves the right to use the contents across multiple channels and for varied purposes as it may deem fit.

3.2 Creative Licenses

The Service Provider should comply with all the licenses, rights, trademarks, copyrights and related legal and statutory stipulations for the creative collaterals thus generated for Indian Bank/ Amalgamated Entity. Indian Bank shall not be held responsible for any breach of the above kind by virtue of deploying these creative collaterals in its system/ applications/ channels for consumption of internal as well as external stakeholders. In this respect, an Indemnity Bond, as per Appendix – 2, has to be executed by the Successful Bidder / Service Provider in favour of Indian Bank.

3.3 Delivery Period

The requirements specified in this Tender Document have to be completed as per schedule below:

Day 0	Day 1	Day 3	Day 5	Day 9	Day 16
Issuance of Purchase Order by Bank	Acceptance of Work Order by Successful Bidder	Submission of Concept Docket by Service Provider	Approval of Concept Docket by Bank	Delivery of First Set of Collaterals* by Service Provider	Delivery of Second Set of Collaterals** by Service Provider

* First Set of Collaterals include those for Print, Social Media and select Digital Media

** Second Set of Collaterals include Audio-Video Film (Hindi) and those for select OOH Media

The rest of the collaterals shall be generated as per mutually-agreed timelines.

4. BID OFFER PREPARATION AND SUBMISSION

4.1 Bid Offer Contents

The Bid Offer shall contain five annexures as detailed below:

- Annexure A – Compliance Certificate
- Annexure B – General, Financial and Experience Details
- Annexure C – Supporting Presentation
- Annexure D – Quote

A Bid Offer containing hard copies of all the above four annexures, as per the formats given in this Tender Document, shall alone qualify for consideration. All the annexures must be clearly marked. Annexure-D must be sealed in a separate envelope. Bank reserves the right to reject bid offers that are incomplete or not in the required format. Only one bid offer shall be accepted per Respondent. In case Respondent is submitting more than one bid offer, all the bid offers submitted by the Respondent shall be disqualified.

The guiding principles during Quote preparation should be:

1. The best and firm price should only be quoted, **taking into account all the requirements enlisted in Annexure – D.** Any exclusion/ non-compliance to requirements from the list must be clearly mentioned under the header, '**Exclusions**'.

2. The Respondent must quote in INR only. Quotes in currencies other than INR would not be considered and the quote will be rejected forthwith.

4.2 Late Submission of Bid Offer

On-time submission of Bid Offer is strongly encouraged and recommended. Submissions after the lodgement deadline shall be documented by the Bank and may be considered and evaluated/rejected at the absolute discretion of the Bank. However, the Bank has no obligation to accept or act on any reason for a late response.

The Bank has no liability to any Respondent who lodges a late Bid Offer submission for any reason whatsoever including offer responses taken to be late only because of another condition of responding.

4.3 Bid Offer's Validity Period

Bid Offer must remain valid and open for evaluation, according to Tender Document terms, for a period of 60 calendar days from the date of Bid Offer submission.

4.4 Requests for Information / Clarifications

Respondents are required to direct all communications related to this Tender Document to the email IDs shared on Page No. 3 of this Tender Document.

Bank may, in its absolute discretion, seek additional information or material from any Respondents after the offer period closes and all such information and material provided must be taken to form part of that Respondent's response.

No query / suggestions shall be entertained after the opening of Quote. Bank is not bound to reply the queries not pertaining to this Tender Document. Replies shall be at Bank's discretion. Bank's replies shall be final and acceptable to all Respondents.

4.5 Erasures and Alterations

The four annexures must be completed filled up. All the corrections or alterations, if any, should be authenticated. The Respondent may modify or withdraw its Bid Offer after its submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission of Bid Offers. No Bid Offer can be modified or withdrawn by the Respondent, subsequent to the closing date or time for submission of Bid Offers.

4.6 Notification

Bank shall notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. Bank is not obliged to provide any reasons for any such rejection. The final outcome of the Tender Document shall be communicated after opening and necessary processing of Bid Offers of Respondents. No separate communication will be issued by the Bank.

5. BID OFFER EVALUATION

5.1 Evaluation of Bid Offer

The Bank will evaluate the Bid Offer submitted by the Respondents under this Tender Document, with all the annexures, listed herein. If warranted, the Bank may engage the services of external agencies for evaluation of the bid offers. It's at Bank's discretion to decide at relevant point of time.

5.2 Quote Evaluation

The Quotes of Respondents will be opened and a Techno-Commercial evaluation will be applied to select the Service Provider. A weightage of 70% will be accorded to Technical Score and a weightage of 30% to Commercial Score (derived from the Quote as per Annexure – D). The Total Score of the Respondent will be calculated as per the following formula:

$$\text{Total Score} = (T_B / T_H) \times 70 + (C_L / C_B) \times 30$$

where

T_B is the Technical Score of the Respondent

T_H is the Highest Technical Score secured among all Respondents

C_L is the Lowest Commercial Quote received among all Respondents

C_B is the Commercial Quote submitted by the Respondent

The Respondent scoring the Highest Total Score shall be selected as the Service Provider.

5.2.1 Technical Score

Technical Evaluation Sheet will be marked on the following parameters, as detailed in **Appendix-1**:

- Financial Position
- Relevant Marketing/ Creative Collateral Work Experience in Public Sector or Private Bank/ BFSI Organizations/ Reputed Organizations
- Presentation submitted as per Annexure – C.

5.2.2 Commercial Score

Quote should be in strict conformity with the format as given in **Annexure – D**.

The price offered shall be on a fixed price basis inclusive of all fees, charges and taxes except GST for the entire tenure of contract and should not be linked to the foreign exchange fluctuation or any other variable. The prices offered should be inclusive of these heads: Conceptualization, Designing, Editing, Adaptation and Delivery.

Note: Quantities in Annexure D has been given for assisting the Respondent to arrive at the cost points. However, the quantities will be employed at Bank's discretion.

6. POST SELECTION OF RESPONDENT

6.1 Work Order, Non-Disclosure Agreement and Indemnity Bond

The Successful Respondent chosen as per the offer evaluation procedure detailed in clause no. 4, will be issued a Work Order. The Successful Respondent is required to **submit its acceptance within 1 working day** from the date of issue of Work Order.

Upon acceptance, **an Indemnity Bond, as per format given in Appendix-2 and a Non-Disclosure Agreement (NDA), as per format given in Appendix-3, is to be executed within 7 (seven) working days** of acceptance of Work Order. The bond and agreement shall be executed by the authorized signatory of the Successful Respondent. A power of attorney to that effect shall be submitted by the Successful Respondent.

6.2 Payment Terms

The Successful Respondent must accept the payment terms proposed by the Bank. The quote submitted by the Successful Respondent must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due, to the Successful Respondent, in case of delays or defaults on the part of the Successful Respondent. Such withholding of payment shall not amount to a default on the part of the Bank.

All payments will be released from our office within 30 working days of claim on submission of all relevant documents and proofs. The payments will be released electronically through modes like NEFT and RTGS and the Successful Respondent has to provide necessary bank details to affect such payments. Applicable TDS, if any, will be deducted at the time of releasing the payments.

6.3 Payment of Charges:

Payment will be made fortnightly on a pro-rata basis for completed tasks/ collaterals after receipt of the bill from the Successful Respondent (now, Service Provider) subject to the verification of the deliverables. No other payment (like for Hardware, Software, Third-Party agencies, Tools, Licenses, Service or Support Charges, etc) will be paid by the Bank **besides the cost sheet detailed in Annexure - D.**

However, any expenses not included in the table (as provided in Annexure – D) shall be paid on a case-to-case basis.

Charges shall be fixed for the entire contract period and there shall be no escalation due to fluctuation in taxes, foreign currency or changes in duty structure or for any other reasons. However, impact of fall in prices, taxes duties, services, inter-connect charges or any other external factors like downward movement of foreign exchange rate etc. would be passed on to the Bank suo moto.

7. GENERAL TERMS AND CONDITIONS

7.1 Adherence to General Terms and Conditions

The Respondents who wish to submit Bid Offers towards this Tender Document should note that they should abide by all the terms and conditions contained in the Tender Document. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

7.2 Costs Borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation and submission of Bid Offers, including but not limited to attendance at meetings, discussions, etc. and providing any additional information required by the Bank, shall be borne entirely and exclusively by the Respondent

7.3 Errors and Omissions

Each Respondent should notify the Bank of any error, omission, or discrepancy found in this Tender Document by sending a mail to the email IDs given on Page No. 3 of this Tender Document.

7.4 Indian Bank reserves the right to:

1. Reject any and all responses received under this Tender Document
2. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
3. Extend the time for submission of all Bid Offers
4. Select the most responsive Respondent (in case no Respondent satisfies the eligibility criteria in totality)
5. Select the next most responsive Respondent if negotiations with the Respondent of choice fail to result in an agreement within a specified time frame.
6. Use the information/ clarifications provided in response to Tender Document by Respondent in any form, for evaluation purpose.
7. Cancel the Tender Document at any stage, without assigning any reason whatsoever.
8. Change the time schedule of the Tender Document for inviting the bids or evaluation thereof
9. Modify the quantity or specifications related to scope of work, deliverables and requirements.

7.5 Confidentiality

This document contains information confidential and proprietary to Indian Bank. Additionally, the Respondents shall be exposed by virtue of the contracted activities to the internal business information of the Bank. Disclosures of receipt of this Tender Document or any part of the aforementioned information to parties not directly involved in providing the services requested

could result in the disqualification of the vendors, premature termination of the contract, and / or legal action against the vendors for breach of trust. Successful Respondent is bound by the legal non-disclosure agreement (NDA), signed as per clause 6.1 with the Bank, before starting the project.

The Successful Respondent (and its employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this Tender Document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the Respondent in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the Respondent shall maintain strict confidentiality.

The Successful Respondent, its employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract award. In case of breach, the Bank shall take such legal action as it may be advised. The Successful Respondent has to maintain confidentiality even after completion/ termination of the contract.

7.6 Cancellation of Contract

The Bank shall have the right to cancel the contract, before its complete run as per contract period, with the Service Provider at any time during the contract period, for any valid reason, including but not limited to the following reasons:

- i) Laxity in following brand guidelines laid down by the Bank
- ii) Excessive delay in execution of orders placed by the Bank
- iii) Discrepancies / deviations in the agreed processes and/or products
- iv) Dissatisfactory deliverables
- v) Violation of terms & conditions stipulated in this Tender Document, Contract and allied documents signed therein



Annexure A - COMPLIANCE CERTIFICATE
(Letter to Bank on Respondent's Letterhead)

Date:

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

Dear Sir,

**Ref: Engagement of Service Provider for Marketing Collateral Generation Services -
Tender Document No: ---- Dated ----**

1. Having examined the Tender Document including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Marketing Collateral Generation Services for Indian Bank in full conformity with the said Tender Document and in accordance with our proposal. The schedule of prices/charges and associated terms are and made part of this Bid.
2. If our Bid Offer is accepted, we undertake to complete the project within the scheduled time frame.
3. We confirm that this Bid Offer is valid for 60 calendar days from the last date for submission of Bid Offer to the Bank.
4. This Bid Offer, together with notification of awarding of contract by you and our written acceptance thereof, shall constitute a binding contract between us.
5. We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
6. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We agree that Indian Bank is not bound to accept the lowest or any Bid Offer that it may receive.

SIGNATURE

(Name & Designation of Authorized Signatory)

(Seal of the firm)

Annexure B – GENERAL, FINANCIAL AND EXPERIENCE DETAILS
 (Letter to Bank on Respondent's Letterhead)

Date:

1. General Details

Name of the Company	
Operational since	
Core Business/ Businesses	
Marketing Collateral Generation Services since	
Key Personnel in Creative Team (with phone numbers and email IDs)	

2. Turnover and Profit & Loss Details (as per audited financial statements)

(Amount in Rs.)

Financial Year	Turnover	Net Profit / Net Loss	Net Worth
2016-17			
2017-18			
2018-19			

1. **Experience Details** (Please submit certified copies of Work Order as support documents for each item – Public Sector Bank in India, Private Sector Bank in India, Any organization (besides banks) in BFSI industry and Other Reputed Organization, in that order)

Sl. No.	Work Order No. and Date	Order Placed By	Period of contract	Scope of Services Provided
1				
2				
3				
4				
5				

SIGNATURE

(Name & Designation of Authorized Signatory)

(Seal of the firm)

Annexure C - SUPPORTING PRESENTATION
(all slides stamped and signed by authorized signatory)

A supporting presentation (prepared in Word Powerpoint and shared in .pptx or .pdf) format is to be submitted on the following lines:

- Organization structure including names of the Board of Directors
- Business Profile of the Respondent
- Write-up on following for Respondent:
 - a) Management practice & procedure
 - b) Other products & services, and core competencies
 - c) Expertise in handling customization/adaptation including support in regional languages
 - d) Strategy for expansion in India
- Creative Team Size and Members, with brief profiles
- Reputed existing Clients in (i) BFSI and (ii) Other Sectors for whom campaigns in Brand Revamping/ Revitalization, Amalgamation/ Merger or Product Launch has been executed, along with
 - period/ tenor of association
 - type of association, ie., nature of services being offered
 - campaign creatives
 - outcome of campaign
- List of awards / recognition received for work under the above category
- Campaign ideas for the upcoming amalgamation of Indian Bank and Allahabad Bank including
 - core communication message/s
 - execution roadmap
 - sustenance strategies
- Any other pertinent information relevant to the services sought in this Tender Document.

Annexure D - QUOTE
 (Letter to Bank on Respondent's Letterhead)

Date:

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

Dear Sir,

**Ref: Engagement of Service Provider for Marketing Collateral Generation Services -
 Tender Document No: ---- Dated ----**

With reference to the above mentioned Tender Document, we give below our best and firm quotations against the various deliverables:

Activity Particulars	Details	Cost (in Rs.)
Audio-Video Film	In Hindi	
	Adapted/ Dubbed in any other language (Rate per language)	
	<u>Reference Information:</u> Elements: Live footage - shot first-hand for Indian Bank with professional artists, props, places, visual effects, texts, animation, motion graphics, original music, stock music and voiceover. Services: End-to-End (Pre-Production, Production and Post-Production) Run-time per film: 15-60 seconds Rights: For Broadcasting and Digital Other Language: English, Bengali, Kannada, Malayalam, Odia, Tamil and Telugu. Number of Adaptations* - 15	

Audio Jingle	Rate per language	
	<u>Reference Information:</u> Elements: Recorded first-hand for Indian Bank with professional artists and stock (background music) Run-time per jingle: 25 seconds Rights: Broadcasting and Digital Number of Jingles* - 8	
Print, Digital and OOH Advertisements	Main Design (English)	
	Rate per adaptation (for Print Media)	
	Rate per adaptation (for Digital Media)	
	Rate per adaptation (for OOH Media)	
	<u>Reference Information:</u> Indicative Media: Print – Newspapers, Magazines, Publications, Letterheads, Handouts, Dangers Digital – Website, Social Media, Emailer, Web Banner, OTT Platforms OOH – Hoarding, Bus Shelter, Utility Units, Transit Media (Train Wrap, Train Interior, Bus Backs, etc.) Languages: English, Hindi, Bengali, Kannada, Malayalam, Odia, Tamil and Telugu. Number of Adaptations* - 200	

**Note: The number given is for the purpose of sizing and might be changed at Bank's discretion.*

Exclusions (if any):

SIGNATURE

(Name & Designation of Authorized Signatory)

(Seal of the firm)

Appendix 1: Parameters for Technical Evaluation

SR. NO.	PARAMETERS	MAXIMUM MARKS (out of 100)
1.	Financial Position	<u>20</u>
1a.	Average Business from Indian Operations during last three financial years (2016-17, 2017-18 and 2018-19)	<u>12</u>
	Above Rs. 75 Crores	12
	Above Rs. 50 Crores and up to Rs. 75 Crores	9
	Above Rs. 25 Crores and up to Rs. 50 Crores	7
	Above Rs. 10 Crores and up to Rs. 25 Crores	4
	Rs. 10 Crores or less	2
1b.	Average Net Profit after Tax during last three financial years (2016-17, 2017-18 and 2018-19)	<u>8</u>
	Above Rs. 10 Crores	8
	Above Rs. 5 crores and up to Rs. 10 Crores	5
	Above Rs. 2 crores and up to Rs. 5 crores	3
	Rs. 2 crores or less	1
2.	Marketing Campaigns for Amalgamation/ Merger/ Brand Revamping/ Product Launch in the past 5 years	<u>30</u>
	In 3 or more Public Sector Banks or Private Sector Banks in India	30
	In 3 or more reputed organizations in India (not from Banking sector)	25
	In 2 Public Sector Banks or Private Sector Banks in India	20
	In 2 reputed organizations in India (not from Banking sector)	15
	1 Reputed organization (from Banking or Other Sectors)	10
3.	Presentation submitted by the Respondent (as per Annexure – C) covering past campaigns and outcome, campaign ideas for Indian Bank, implementation and sustenance strategy, company's financial and project management capabilities, etc.	<u>50</u>

Appendix 2: Format of Indemnity Bond

(To be submitted on Non-Judicial stamp paper of appropriate value, duly-signed and notarized)

Indemnity Bond

This bond of Indemnity executed on thisday of 2020 by Shri/Smt..... (Designated Head of the Organization), (Service Provider's Name), accreditation No..... and having its 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 engaged as the Service Provider for end-to-end generation of a suite of marketing collaterals including production of audio-visual films, audio jingles and advertisement contents to be used across various media of print, electronic, radio, digital and out-of-home, by deploying various tools including, but not restricted to live footage (shot first-hand for Indian Bank) with professional artists, props, places, visual effects, texts, animation, motion graphics, original music, stock music, voiceover and associated media buying, designing, recording, creating artworks and other assignment-related activities for the Indemnified as per the Purchase Order No. issued by the Indemnified to Indemnifier.

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

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

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

In the event of delay / failure to abide by the terms and conditions of the Indemnity Bond, the Indemnified would take up any action against the Indemnifier as deemed fit by the Indemnified 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 Indemnifier has executed this Indemnity as of the day and year first written above:

Signed and delivered by
[Signature, with Name and Designation of the Indemnifier]

Presence of Witnesses:

1..... [Witness 1]

2.....[Witness 2]

Appendix 3: Format of Non-Disclosure Agreement

(To be submitted on Non-Judicial stamp paper of appropriate value, duly-signed and notarized)

NON-DISCLOSURE AGREEMENT

This Agreement made and entered into at -----, this ----- th day of ----- 2020
BETWEEN -----a firm incorporated under
the ----- having its Office at ----- (hereinafter referred to as "XXX"
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 and Transfer
of undertakings) Act of 1970 and having its Corporate Office at Corporate Office at 254-260, Avvai
Shanmugam Salai, Royapettah, Chennai - 600 014, (hereinafter called as "Bank" which expression
unless repugnant to the context or meaning thereof be deemed to include its successors and
assigns) of the OTHER PART.}

XXX and Indian Bank are hereinafter collectively referred to as "the Parties" and individually as "the
Party".

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a
business relationship between themselves as per RFP vide IB/ CO/ MKTG/ Tender/ 03/ Open/ 2019-
20 dated 15.02.2020 and issued under this RFP, the Purchase Order No. In the course
of such discussions and negotiations, and in the final selection of Service Provider for Marketing
Collateral Generation Services, it is anticipated that each party may disclose or deliver to the other
certain or some of its trade secrets or confidential or proprietary information, for the purpose of
enabling the other party o evaluate the feasibility of such business relationship (hereinafter referred
to as "**the Purpose**").

Receiving Party means who receives Confidential Information

Disclosing party means party who discloses Confidential Information

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. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party 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 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, (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, or (e) is disclosed pursuant to an order of a 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.

- 2. Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived therefrom 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.

3. **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.
4. **Term:** This Agreement shall be effective from the date hereof and shall continue till expiration or termination of this Agreement due to cessation of the business relationship between and Bank. 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 Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.
The obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain.
5. **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.
6. **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.



7. **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.
8. **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, relating to Non - Disclosure. 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.
9. **Governing Law:** The provisions of this Agreement shall be governed by the laws of India.
10. **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.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first herein above written.

Each person executing this agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears below their signature.

For and on behalf of
..... **(Service Provider)**

For and on behalf of
(Indian Bank)

(Authorized Signatory)
(Seal)

(Authorized Signatory)
(Seal)

(Signature of the Authorized Signatory may be affixed in all the pages of the documents)