



# **CENTRAL BANK OF INDIA**

**CENTRAL OFFICE**

**MUMBAI**

## **REQUEST FOR PROPOSAL (RFP)**

### **FOR EMPANELMENT OF CREATIVE & MEDIA AGENCY**

**FOR THREE FINANCIAL YEARS i.e. 2022-23, 2023-24 & 2024-25**

**REFERENCE NO. CO/CORP-COMM/2022-23/4 , DATED 25.04.2022**

## REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF CREATIVE & MEDIA AGENCY

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Please Note: This RFP does not include terms & conditions related to contract/master service agreement. The same shall be shared & discussed with the final selected agencies for empanelment.



## REQUEST FOR PROPOSAL (RFP) FOR EMPANELMENT OF CREATIVE & MEDIA AGENCY

### GENERAL

#### 1. Disclaimer

#### 1.0 PROPOSAL

Request for proposal (RFP) for empanelment of  
Creative & Media Agency for Central Bank of India

Central Bank of India intends to issue RFP for empanelment of Creative & Media Agency. For this purpose interested agencies fulfilling eligibility criteria as mentioned hereunder may apply in sealed covers giving full details of their credentials along with supporting documents to reach us by 10.05.2022.

The envelopes should be addressed to

The Asst. General Manager,  
Corporate Communications Dept  
Central Bank of India  
16th Floor, Chander Mukhi,  
Nariman Point, Mumbai 400021.  
Tel.No. 022-22028602 / 8383055715

Credentials can be submitted by Courier/Register/Speed Post/Post etc. Hand Delivery will also be acceptable. Bank reserves the right to change the dates, timings mentioned above or elsewhere mentioned in the RFP which will be communicated by placing the same as corrigendum under Tender section on Bank's web site [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in). Agency may check the Bank's website before the submission of proposal.

### DISCLAIMER

- a) The information contained in this RFP document or any information provided subsequently to Agency(ies) whether verbally or in documentary form, by or on behalf of the Bank, is provided to the Agency(ies) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- b) The purpose of this RFP is to provide the Agency(ies) with information to assist the formulation of their proposals. This is neither an agreement nor an offer by the Bank. This RFP does not claim to contain all the information each Agency may require. Each Agency(ies) should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.



- c) Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such changes will be published on the Bank's website [www.centralbankofindia.co.in](http://www.centralbankofindia.co.in).
- d) This document does not constitute nor should it be interpreted as an offer from the bank to engage agency on record for creative and media services
- e) This document constitutes no form of commitment on the part of the bank.
- f) The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The document submitted by the Agencies will be the property of the Bank and same will not be quoted anywhere by the Agencies. The decision of the Bank shall be final, conclusive and binding on all the Agencies.

## **2. Background**

2.1 Central Bank of India Established in 1911 was the first Indian commercial bank which was wholly owned and managed by Indians. The establishment of the Bank was the ultimate realization of the dream of Sir Sorabji Pochkhanawala, founder of the Bank. Sir Pherozesha Mehta was the first Chairman of a truly 'Swadeshi Bank'. In fact, such was the extent of pride felt by Sir Sorabji Pochkhanawala that he proclaimed Central Bank of India as the 'property of the nation and the country's asset'.

He also added that 'Central Bank of India lives on people's faith and regards itself as the people's own bank'. During the past 110 years of history, the Bank has weathered many storms and faced many challenges.

The Bank could successfully transform every threat into business opportunity and excelled over its peers in the Banking industry. Presently Bank is having PAN India presence with more than 4600 branches, across the nation.

2.2 For the above stated purpose, Central Bank of India invites proposals from interested, Eligible, reputed and experienced full service agencies for rendering comprehensive & media services as mentioned herein.

2.3 The proposal will be the basis for a formally signed contract with the selected full service agency (ies).

2.4 Agencies shall bear all costs associated with the preparation and submission of their proposals. Central Bank of India is not bound to accept any or all proposals, and reserves the right to annul the empanelment process or terminate without assigning any reason(s), at any



stage of the RFP process without incurring any liability or obligations on the Bank. Central Bank of India also reserves the right to re-issue the RFP, if the Bank decides so.

2.5 Central Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. Central Bank of India also reserves the right to not shortlist or appoints any or all agency(s) without assigning any reasons, whatsoever.

2.6 All information supplied by bidders, may be treated as contractually binding on the bidder', on successful award of the assignment by Central Bank of India on the basis of this RFP.

2.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Central Bank of India. Any notification of preferred bidder status by Central Bank of India shall not give rise to any enforceable rights by the bidder. Central Bank of India may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Central Bank of India.

2.8 This RFP supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.

### **3. Important Dates & Details-**

<b>Dates</b>		
<b>No.</b>	<b>Description</b>	<b>Date &amp; Time</b>
1	Date of commencement of the bidding process	26.04.2022
2	Deadline for receipt of written queries for clarifications	02.05.2022 03:00 pm
3	Pre-bid meeting	04.05.2022 03:00 pm
4	Deadline for bid submissions (Credentials)	10.05.2022 03:00 pm
5	Opening of technical bid (Credentials)	10.05.2022 03:30 pm

### **Details-**

<b>No.</b>	<b>Description</b>	<b>Specifications</b>
1	Downloading RFP	RFP can be downloaded from <a href="http://www.centralbankofindia.co.in">www.centralbankofindia.co.in</a> . However the bidders are required to submit the tender fee in the form of a demand draft along with the proposal.
2	Earnest Money Deposit	Rs.2,00,000/- (INR Two Lakh Only)
3	Tender fee	Rs.10,000/ (INR Ten Thousand Only) plus Taxes by Demand Draft in favour of "Central Bank of India" and

		payable at Mumbai from any of the nationalized/scheduled commercial bank (Non-Refundable)
4	Contact for Clarifications	The Asst. General Manager, Corporate Communications Dept Central Bank of India 16th Floor, Chander Mukhi, Nariman Point, Mumbai 400021. Telephone: 022-22028602 Mail id: <a href="mailto:corpcomm@centralbank.co.in">corpcomm@centralbank.co.in</a> All the queries should be received on or before 02.05.2022 by email.
5	Validity	Proposals & other submissions will remain valid for 180 days after the submission date.
6	Submissions	Bidders must submit an original and one additional copy of each proposal [Technical/Financial bids) along with one copy in pdf format each via email <a href="mailto:corpcomm@centralbank.co.in">corpcomm@centralbank.co.in</a> Address: The Asst. General Manager, Corporate Communications Dept Central Bank of India 16th Floor, Chander Mukhi, Nariman Point, Mumbai 400021
7	Last Date for Submissions	Proposals must be submitted not later than the following date and time for 10.05.2022 by 03:00 pm. Proposals received after the deadline will be rejected.
8	Period of Engagement	Any contract that may result from this public procurement process will be issued for a term of one year from the date of signing of contract, Central Bank of India reserves the right to extend the term for a maximum period of two years with a review after end of each year; however, such extension shall be on the same terms and conditions.

In accordance with Government of India guidelines, Micro and Small enterprises are eligible to get tender document free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.

Venue Address for all meetings & events:

Central Bank of India,  
Corporate Communications Dept  
16th Floor, Chander Mukhi,  
Nariman Point, Mumbai 400021.  
Tel.No. 022-22028602 / 8383055715

#### **4. Scope of Work-**

In order to formulate media & communications strategies and to implement 360 degree media & creative campaigns for Central Bank of India's respective brands/services, a full service (creative & media) agency is required to carry out the below tasks:

The selected agency will be responsible in general and for the following particulars namely-

4.1 Conceptualization, design and development of creative campaigns for the reinforcement, extension, enhancement and promotion of Central Bank of India where the brief will be provided by Central Bank of India itself.

4.2 Conceptualization & design for print materials like brochures, booklets, posters, folders, annual reports, calendars, handouts, banners, diaries, presentation items etc.

4.3 Conceptualization & design material for outdoor media vehicles like hoardings, bus/train panels, bus shelters, panels & posters in metro rail and metro stations. railway stations and airports, illuminated signage, wall paintings, display panels, other exhibition materials etc.

4.4 Conceptualization & design content for information through innovative digital mediums like social media, websites, banners, e-mails, caller tunes, etc

4.5 Conceptualization, design and production of ads for release on TV, Print and Radio media

4.6 Shooting of audio-visuals and post production activities including editing, music, visual effect, animation etc. as per script approved by Central Bank of India.

4.7 Production of all advertising material that will be needed in the release of advertisements in various media like Print, TV, Radio, Cinema, Digital, Outdoor etc.

4.8 Job(s) for release of advertisement in print/electronic/digital and other media shall be assigned to one agency and design/concept could be taken from another agency approved by the Bank out of various designs/concepts artworks submitted by the empanelled agencies and the Bank shall not be liable to pay any amount on account of conceptualization / designing/artwork etc. to the agencies for their concepts/design not selected by the Bank.

4.9 The design/concept developed by the agency and selected by the Bank shall be the sole property of the Bank and as such, the concerned agency shall not have any right to use the same anywhere else. Further, the same can be released directly in media by the Bank at any time, at its sole discretion.

4.10 The bidder shall be responsible for quoting the cost of conceptualizing, creating the entire creative & its media planning under this engagement/work and extending all the required support for monitoring (in case of a third party production- cum-release house) the release of the approved creative work through selected medium.

4.11 The bidder will have to carry out Review and submit Monitoring report of respective activity carried out by them on regular basis.





4.12 The Agency will be required to submit details on each activity/event conducted including the relevant artwork.

4.13 Dubbing translation of audio-visuals into regional languages. Similarly print advertisement will be made in Hindi & English and if required will be translated in Regional language.

4.14 Publicity campaigns, Notice/Tender advertisements should be in Hindi, English and/or other regional languages as may be approved by the Bank from time to time.

4.15 Monitoring and reporting on campaign performance on day to day basis.

4.16 Advise on appropriate communication strategy including media options and formats for campaigns.

4.17 Research required achieving the above mentioned scope.

4.18 Impact analysis/assessment post every campaign should be carried out and submitted to Central Bank of India.

4.19 All the media releases shall happen either through selected agency's own or sub-contracted production-cum- release- houses. Central Bank of India reserves the right for the final selection of production-cum-release houses.

4.20 The agency should present a "Competitive media review for the "Banking" category on a Bi-annual basis. It should present any new relevant consumer insights or case studies in the banking/finance categories that could benefit Central Bank of India.

4.21 The agency should present regular (quarterly) updates on TV viewership using BARC data and half-yearly updates on Indian Readership Survey (IRS).

4.22 The agency should also present regular updates on digital media consumption in India using any of the widely accepted data sources e.g. Comscore.

4.23 The agency should also present an annual Media Market Overview to high light the changes, developments and key trends in media in India.

## **5. Term & Award of Work-**

5.1 The empanelment shall be initially for 1 (one) year from the date of signing of contract which shall be renewed periodically for a maximum period of two years with a review after end of each year, total 1+1+1 i.e. for 3 years.

5.2 Bank has the right to award the work to any of the empanelled agencies, depending on the exigencies of the work and for any particular work depending on the nature and magnitude of the work.

5.3 Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision will be advised during the course of the engagement.

5.4 Release of advertisements in various media like Print, TV, Radio, Cinema, Digital, Outdoor activities etc. in India/Abroad. It is at the sole discretion of the Bank to select "Agency of Release" and "Agency of concept creation" as it may be.





1. Bank may assign the work of "Agency of Release" and "Agency of concept creation to any empanelled advertising agency.
  2. Bank may invite media plans from all or selected empanelled agencies. The bank may select "Agency of Release from submitted media plan which are suitable to bank's need and negotiable/competitive or
  3. The bank reserves the right to negotiate directly with the media for release of advertisement if situation so demands or
  4. Any other suitable selection methods which may emerge from time to time.
- 5.5 Bank will define the evaluation methodology in line with CVC and regulatory requirements and industry trends
- 5.6 The empanelled agency will be paid the expenses incurred by them during their services on the due submission of an Itemized bill. The price quoted in the bill is exclusive of GST or any other applicable taxes and payments made will be subject to deduction of TDS and such other taxes as may be applicable from time to time. Further, all prices should be expressed in Indian Rupees.
- 5.7 The successful agencies is /are required to enter into contract with the bank duly mentioning the terms and conditions and scope of work and remuneration criteria on mutually agreed terms.
- 5.8 The empanelled agencies should not use the ideas given to them for banking usage in favor of other institutions.
- 5.9 The empanelled agencies should comply with Social media Policy, Publicity Policy of Bank & Brand Manual of the Bank.
- 5.10 If the Agency fails to undertake/complete the given assignment within the stipulated time, Bank reserves the right to deduct an amount as decided by the Competent Authority from the fee payable to the agency as case to case basis.

## **6. Conflict of Interest**

- 6.1 Central Bank of India requires that agencies-provide professional objective-and impartial services and at all times hold Central Bank of India's interests paramount, strictly avoid conflicts with other Assignment's Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Central Bank of India.
- 6.2 Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Central Bank of India, or that may reasonably be perceived as having this effect. If the agencies fail to disclose said situations and if Central Bank of India comes to know about any such situation at any time, it may lead to the disqualification of the agencies during bidding process or the termination of its agreement during execution of assignment.



6.3 Employees of Central Bank of India shall not work as, for or be a part of the firm /company or Agency (ies). Similarly employees of the agency shall not have any right of employment in the Bank

## **SPECIFIC DETAILS**

### **7 Preparation & submission of bids**

7.1 An agency can submit only one proposal and the same will be mentioned on the proposal if an Agency submits more than one proposal all the proposals submitted by the agency shall be disqualified.

7.2 Proposals once submitted cannot be withdrawn by the agency (ies).

7.3 Reputed agencies meeting the minimum qualifying criteria as on the date of RFP is eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

7.4 The response to technical bid & financial bid should be covered in separate sealed envelopes super-scribing "Technical bid" and "Financial bid" respectively. Each copy of each bid should also be marked as "Original" OR "Copy as the case may be.

7.5 Please note that prices should not be indicated in the technical bid but should only be indicated in the financial bid.

7.6 The two envelopes containing copies of technical bid and financial bid should be put in another single sealed envelope clearly marked "Response to RFP to select Full Service Agency for Central Bank of India against <RFP Reference Number> and the wordings "DO NOT OPEN BEFORE <Date and Time> as mentioned in the Important Dates & Details

7.7 The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

7.8 All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

7.9 The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals

7.10 All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

7.11 In case of any discrepancy observed by Central Bank of India in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.



7.12 Bidder must ensure that the information furnished by him in the pdf document is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by Central Bank of India in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

7.13 The completed proposal and duly signed Integrity pact as per Annexure XII attached, to be submitted along with the form and demand draft of Rs.10,000/- plus Taxes towards fee of RFP (non-refundable) favoring "Central Bank of India" payable in Mumbai be kept in a cover. EMD of Rs.2.00 lakh as mentioned on Page No.14, Point No.9.1 should also be deposited along with application / proposal.

7.14 Central Bank of India shall not be responsible for proposals misplaced, lost or premature opening, if the outer envelope is not sealed and/or marked/ super scribed as stipulated. This circumstance may be a cause for rejection of proposal and no communication will be entertained in this regard.

7.15 The proposal submitted should be signed by an authorized signatory. A self attested document to provide details of authorized signatory to be submitted.

7.16 Any proposal received by Central Bank of India after the last date and time for submission of bid shall be returned unopened. However, Central Bank of India reserves the right to extend the last date of submission of bids, in which case, all rights and obligations of Central Bank of India and the agencies will thereafter be subject to the deadline as extended. The information regarding extension of date and time of submission of bid will be informed on the website of the Bank. **The bids submitted by e-mail shall not be considered.** Central Bank of India shall not be responsible for any postal delay or non receipt/ non-delivery of the documents in the specified time.

### **7.18 Technical Bid-**

The technical bid shall be submitted as hard copy on the Central Bank of India address in a sealed envelope. There shall be 2 sealed envelopes in the sealed main cover with the heading "Response to RFP for Empanelment of Creative and Media Agency for Central Bank of India"

- Envelope 1: Sealed envelope to be marked as "Tender Fees". Please affix the stamp of your company on the overleaf of demand draft.
- Envelope 2 Sealed envelope to be marked as Technical bid
- The technical bid should be properly bound only. Loose documents will not be accepted. The name of work and tender should be clearly mentioned on the sealed envelope.
- The tenders which are not accompanied by tender fees will be rejected.
- Documents submitted to include 1(one) soft copy-1 (one) hard copy.
- **Note:** The technical bid should not include any financial information.



### **7.19 Financial Bid-**

The financial Bid shall be submitted along with Technical Bid as hard copy on the Central Bank of India address given above in a separate sealed envelope marked as Financial Bid. This envelope should be included in the sealed main cover with the heading "Response to RFP for Empanelment of Creative and Media Agency for Central Bank of India"

The financial bid should be properly bound. Loose documents will not be accepted. The name of work and tender should be clearly mentioned on the sealed envelope. Documents submitted to include Soft copy + hard copy.

Bidder is required to quote a fixed commission structure for media applicable for three years, from the date of issue of work order. Creative and artwork making charges will be finalized after empanelment of agencies through mutual discussion.

Agency shall not make any changes in the financial bid after submission of bid. No payment other than bid furnished, except any change in service tax rates after the date of submission of bids, shall be made to the selected agency.

Commission quoted by the agency in figures and words should be accurately filled. However, if any discrepancy is found with regard to commission quoted in numbers and words, commission in words will be taken as correct

The agency shall indicate their bid for all deliverables mentioned in the scope of work. The proposal shall be valid for a minimum period of one hundred and eighty (180) days from the last date for the submission of the bids or any extended period agreed between the parties.

From the time of submission of bids to the time of entering into the agreement with the selected agency, if agency wishes to contact Central Bank of India on any matter related to its proposal, it should do so only in writing. Any effort by the agency to influence Central Bank of India in the proposal evaluation or agreement award decisions may result in rejection of the proposal.

Financial bid shall be as per the format provided in this RFP. All applicable taxes, duties, other levies and charges etc. shall have to be mentioned along with the proposed commercials.

Bidders shall quote for the entire scope of contract on "overall responsibility basis such that the total bid price covers all the bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.

Prices quoted by the bidder shall remain fixed during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation or with incomplete details will be treated as non-responsive and shall be rejected. Any conditional bid would be rejected.

## **8 Pre-Bid Meeting & Clarifications**

8.1 Central Bank of India shall hold a pre-bid meeting with the prospective bidders at on 04.05.2022 at Central Bank of India, Corporate Communications Dept, 16th Floor, Chander Mukhi, Nariman Point, Mumbai 400021 or a virtual meeting through a suitable virtual meeting app as per the SOP given by Govt. on COVID 19 appropriate behaviors.

8.2 The bidders will have to ensure that their queries for Pre-Bid meeting should reach to Central Bank of India ([corpcomm@centralbank.co.in](mailto:corpcomm@centralbank.co.in)) by email on 02.05.2022 by 03:00 p.m. No oral, telephonic or individual consultation shall be entertained.

8.3 The queries should necessarily be submitted in the following format.

No.	RFP document references with page & point no. (Section & page number)	Content of RFP requiring Clarification(s)	Points of Clarification
1			
2			
3			
4			
5			

8.4 Central Bank of India shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time will not be entertained by Central Bank of India.

8.5 Central Bank of India makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Central Bank of India undertake to answer all the queries that have been posed by the bidders.

8.6 Queries received from the bidder shall be evaluated by the members of committee and point of clarifications by the committee shall be final. Queries and the clarifications by the committee shall be uploaded on the website as corrigendum to the RFP.

8.7 The clarification of the Bank in response to the queries raised by the Applicant's, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Applicants.

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

## **9 Earnest Money Deposit**

9.1 The Earnest Money Deposit (EMD) with the application for Empanelment of Creative and Media Agency of Rs.2,00,000/- (Rupees Two Lac only) is payable by Demand Draft or Pay Order favouring "Central Bank of India" payable at Mumbai is to be submitted along with the application Form.

9.2 Application submitted without EMD will not be entertained. No interest is payable on EMD amount. EMD of unsuccessful Agencies will be returned immediately after the completion of the process of empanelment.

9.3 EMD of successful Agencies will remain with the bank till the expiry of empanelment period. The Bank reserves the right to forfeit the EMD amount on termination of the contract.

9.4 Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSE) and they are exempted from giving EMD may give Bid Security declaration in place of EMD. The bidder who is MSE has to submit necessary document issued by National Small Industries Corporation (NSIC) and the bidder who is startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which is valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/DIPP will not be considered for EMD exemption.

## **10 Technical Bid**

### **Stage I: Checking of eligibility for presentations-**

A list of qualifying requirements and the supportive documents that need to be submitted is given below. Any agency not meeting any of the following requirements or not submitting any of the documents shall be rejected.

<b>No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be enclosed</b>
1	Should have PAN number and Goods & Service Tax registration number.	Pan card & Goods & Sales tax registration certificate Copy of certificate of incorporation
2	The turnover of the agency should be minimum Rs.5.0 Crores during each of the last 3 Financial Years i.e. F.Y. 2017-18 2018-19 and 2019-20 as per Audited Balance Sheets. Audited Balance sheets for F.Y. 2017-18, 2018-19, 2019-20 and 2020-21 to be submitted along with bid application (Standalone Turnover of the Company applying for the empanelment will be reckoned, not the parent/group	Copies of audited balance sheets and profit and loss accounts, duly certified by Statutory Auditor along with the Statutory Auditor's report.



	company or subsidiaries). For Startups (as defined by Department of Industrial Policy and Promotion), <b>Gross Annual Turnover</b> for last 3 consecutive financial years i.e. F.Y. 2017-18 2018-19 and 2019-20 should be at <b>least Rs. 2 Crores</b> in each FY year as per audited balance sheets. Startups should provide certificate from competent authority for the same. The Agency should also have made continuous Net Profit during these last three consecutive years.	
3	Agency should have full accreditation /registration /membership with: Indian Newspaper Society (INS) or Indian Broadcasting Foundation or Advertising Standards Council of India (ASCI)	Latest certificates of full accreditation/ registration /membership and other proofs to be attached.
4	Agency should have an experience of minimum 5 years (for Startups, the minimum experience of work at least 3 years) in the advertising field with minimum staff strength of 10 with full back office support of technical staff viz. creative director, visualizers, Signers copywriters, media planners, etc.	Work order supporting year and areas of activity. List of employees- branch office wise & break up of permanent or on retainer – ship basis. Certificate of incorporation.
5	Agency should have full-fledged office in Mumbai and currently on panel of at least 03 Public Sector Undertakings out of which 2 should be Public Sector Banks or Public Sector Financial Institutions. However, the startup units will not come under this purview.	Office address proof of Mumbai offices and other offices, if any, viz. Electricity bill MTNL/BSNL landline No., shop & establishment license, registered rent agreement/leased deed etc. List of Banks/Public Sector Undertakings (PSU)/Financial Institutions (FI) where agency is currently empanelled.
6	Agency should have an independent creative and media planning team in Mumbai, and facilities to plan & execute campaigns in all types of media viz. Print, TV, Radio, Cinema, Digital Social media, Outdoor, any other emerging media etc.	Documents regarding profile and experience of the individual members in the core team.
7	Agency should have the resources to handle multilingual publicity campaigns, with proficiency and proof reading facilities in all major Indian languages.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory.
8	The Bidder should have the experience of handling 360 degree (minimum Rs.1.0 crore campaign) covering designing /production of creative commercials for various media including print, TV, radio, online, Outdoor, cinema etc, and digital media (social media, internet marketing, blogs, etc.) For at least 2 distinct	Certified letter from client undertaking to this effect on clients letter head signed by clients authorized signatory or Self attested copy of work order received from client.



	clients in the last 3 years. i.e. FY 2017-18, 2018-19, 2019-20	
9	The Agency should not have been penalized or found guilty in any court of law and the agency shall not have been blacklisted / debarred by any Central State Government / PSU / Bank/ RBI / IBA/ any regulatory authority in the last five years. The agency should not be involved in any litigation that may have impact or compromise the delivery of services	Self-declaration letter undertaking to this effect on company's letter head signed by company's authorized signatory
10	Credentials to be submitted with the below mentioned details for evaluation: List of key clients & years of association (highlight Mumbai clients)  New accounts received and accounts lost in 2019-2020 Details of core team who would manage the account Three recent case-studies demonstrating strategic capabilities and work in television & beyond television for Bank clientele.	Detailed credentials along with required details to be submitted.

**Disqualification: Agencies who do not fulfill any of the above criteria shall be disqualified.**

**A minimum score of 60 marks is required for an agency to participate further. Final top 10 scoring agencies shall be considered for the pitch presentations.**

**Stage II: Agencies to work on a pitch brief & make pitch presentations.**

The 10 shortlisted bidders will be provided a pitch brief for the purpose of demonstrating proof of concept. Bidders will be required to present as per the requirements mentioned in the pitch brief that may include covering overall campaign strategy, traditional media strategy, and digital media strategy, media plan, and designs of all the aforementioned media, other PR and promotional activities.

**11 Opening of RFP /Tender**

11.1 Tender opening shall happen as per the details provided in “Important Dates & Details” under the chairmanship of an officer authorized by Central Bank of India, in the presence of such of those bidders or their representatives provided they give such authority letter signed by Authorised signatory of the agency who may be present at the time of opening.

11.2 The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

11.3 Initial bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive. If proposals ;

1. are not submitted in as specified in the RFP document.



2. received without the Letter of Authorization (Power of Attorney).
3. are found with suppression of details.
4. submitted with incomplete information, subjective, conditional offers and partial offers.
5. submitted without the documents requested in the checklist.
6. have non-compliance of any of the clauses stipulated in the RFP.
7. with lesser validity period.

11.4 All responsive & eligible bids will be considered for further processing. Central Bank of India will prepare a list of responsive bidders who comply with all the terms & conditions of the RFP.

11.5 Consortiums are not allowed for this engagement. The bidding entity has to be a single entity duly registered under the applicable laws of the country.

## **12 Evaluation Process**

12.1 Central Bank of India will constitute a proposal evaluation committee comprising of the Bank's officials & a pitch advisory consultant Team to evaluate the responses of the bidders. The proposal evaluation committee constituted by Central Bank of India shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. The decision of the proposal evaluation committee-in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the committee. The proposal evaluation committee reserves the right to reject any or all proposals on the basis of any deviations. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### **Stage I: Checking of eligibility / Technical evaluation-**

12.2 Central Bank of India shall open the envelope 1 marked as 'Response to RFP to appoint full service agency for Central Bank of India.

12.3 If the contents of the envelope 1 are as per requirements, Central Bank of India shall open envelope 2 marked "Technical Bid" each of the eligibility criteria mentioned in this RFP is mandatory. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.

12.4 Bidders would be informed of their qualification/disqualification based on the eligibility check. The unopened financial bid will be returned to the respective disqualified bidders.

12.5 Agencies meeting the eligibility criteria would be shortlisted by the evaluation committee.

12.6 All eligible bidders shall undergo Technical Evaluation" basis scoring pattern mentioned in this RFP. Only 10 agencies basis scores received in descending order shall be shortlisted for the next step that includes working on a pitch brief & making a presentation before a designated committee at Central Bank of India, Mumbai.

### **Stage II: Pitch presentations-**

12.7 Out of the eligible agencies, the 10 Scorers will participate in the Pitch Process. These shortlisted agencies will then be provided a brief by Central Bank of India based on which the agencies would be expected to make a presentation.

12.8 Besides the brief based presentation, agencies are expected to include proposed Team who would work on the Central Bank of India account, should the agency be pointed.

12.9 Agencies would be scored for the presentation on a scale of 1- 5 (1 being the lowest & 5 being the highest) on several parameters forming part of a pitch evaluation scorecard. A weighted average score will be determined based on a score for each parameter. 3.5 will be the eligible score to be considered for commercial evaluation.

### **Pitch Evaluation Scorecard**

Criteria	Parameters	Weightage	Score				
			1	2	3	4	5
Creative	Strategy	25%					
	Ideas	15%					
	360 creative	10%					
	Execution Capabilities						
Media	Market Analysis	5%					
	TG Profiling	5%					
	Media Selection Strategy	5%					
	Media Objectives setting	5%					
	Budget Allocation	5%					
	Agency proprietary tools	5%					
	Innovations	7.5%					
	Buying capabilities	12.5%					
Total		100%					

### **Stage III: Commercial evaluation-**

12.10 All the technically qualified bidders with a score of 3.5 & above will be notified to participate in commercial bid opening process. In the financial bid, break up of Creative and Media commission as % on gross media billing to be given separately.

12.11 The commercial bids for the technically qualified bidders with a score of 3.5 & above will be opened on the notified date and time in the presence of representatives of qualified bidders and reviewed to determine whether the commercial bids are in accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified at Central Bank of India's discretion.

12.12 Following the above process, the bidder with the lowest commission proposal will be declared as the L1 bidder, subject to evaluation of the cost break down. The weightage for presentation score is 70% and for commercial evaluation is 30%.

### **12.13 Scoring for commercial evaluation-**

Parameter	Score
L1	5
L2	4
L3	3
L4	2
L5 & below	1

### **Determining the final score on pitch evaluation.**

If an agency is L3 for media & L2 for creative, the final score will be an average of each individual score. In this case it is 3.5 (Average of 3 & 4)

### **12.14 Arriving at final score for an agency-**

**FORMULA: Pitch Presentation Score 70 % + Commercial Score 30% = Final Agency Score**

### **Illustration-**

Parameter	Score	Weightage
Score-Pitch Presentation	4.25	70%
Score Commercials	3.5	30%
Final Score	4.03	$4.25 \times 70\% + 3.5 \times 30\%$

### **Stage IV: Finalizing the agency-**

12.15 Based on the pitch presentation & commercial evaluation, 5 agencies will be selected for the final round, basis Weightage explained above.

12.16 L1 bidder will be considered as the base. All the other 4 agencies shall be asked to match the L1 commercial bid on both creative & media.

12.17 Five agencies shall be selected for empanelment. At any stage of pitch process, Central Bank of India reserves the right to negotiate with the agencies on the commercials.

12.18 In case of a tie after combining the technical and financial scores, the bidder with the higher technical quality score will be selected.

12.19 Bank reserves the right to appoint the requisite number of agencies.

12.20 The allocation of work among the agencies will be at the sole discretion of Central Bank of India. Agencies would be allocated to the various verticals/ departments/ zones/products/ services of the bank and work would be assigned as per requirements of the respective department vertical. However, this may later be changed at the sole discretion of Central Bank of India. Empanelment does not bind the bank to allocate work to any agency. Central Bank of India reserves the right to select creative output from one agency & ask for media planning & buying from another agency.

12.21 The bidding agency should be offering the services mentioned in "Scope of Work" if required the bidding agency may sub contract / delegate part of the services mentioned in "Scope of Work" with prior approval of the bank.

12.22 In case of sub-contract/delegation, the responsibility for the execution of services would rest solely with the bidding agency. The bidding agency would have to ensure that the terms and conditions stipulated by the bank are complied by the agency to which the work has been sub contracted /delegated.

12.23 Central Bank of India does not bind itself to accept the lowest or any tender and has the right to refuse any tender without assigning any reason or select any bidder that is in the final evaluation list. Central Bank of India also reserves the right to re-issue the tender without tenderee, having the right to object to such re-issue. Central Bank of India also reserves the right to extend the validity period of the tender.

12.24 The commission (actual and/ or benchmark) as % on both creative and media on gross media billing, decided through the financial bidding process would remain valid for the entire contract period. [1+1+1=3 years]

### **13 Scoring Pattern Technical Evaluation]**

No.	Criteria	Parameter	Assigned marks	Maximum Marks
1	Average turnover for the last 3 financial years 2017-18 & 2018-19 and 2019-20. (Page No.14 Point 2. Of eligibility criterion minimum turnover is Rs.10.00 crore) (for startups minimum turnover will be Rs.3.00 cr as per page no 14, point no 2, for them for turnover of 2 cr to 15 cr- 2 marks will be allotted and so on.)	5cr – 10 cr	2	10
		11cr – 15cr	4	
		16cr – 20cr	6	
		21cr – 25cr	8	
		Above 25cr	10	

2	Experience in the advertising field (Page No.15, Point No. 4 of eligibility criterion-minimum experience is 5 years. For startups eligibility criterion minimum experience is 3 years. For startup minimum experience criteria is 3 years as per page no 15 point no 4, for experience of 3 to 10 years 2 marks will be allotted and so on).	5-10 years	2	10
		11-15 years	4	
		16-20 years	6	
		21-25 years	8	
		26 years +	10	
3	Total skilled staff strength	1-20	2	10
		21-30	4	
		31-40	6	
		41-50	8	
		50+	10	
4	Empanelled with a PSU client (Startup units will not come under this purview, as per page no 15, point no 5, minimum 2 marks will be allotted and so on)	1	2	10
		2	4	
		3	6	
		4	8	
		5 & above	10	
5	Empanelled with a BFSI client (Startup units will not come under this purview, as per page no 15, point no 5, minimum 2 marks will be allotted and so on)	1	2	10
		2	4	
		3	6	
		4	8	
		5 & above	10	
6	Presence in Mumbai and following 17 cities: Ahmedabad, Bangalore, Bhubaneswar, Bhopal, Chennai, Chandigarh, Delhi, Hyderabad, Jaipur, Kolkata, Mangalore, Lucknow, Pune, Ranchi, Varanasi, Vishakhapatnam, Vijayawada. (Startup units will not come under this purview, as per page no 15, point no 5, minimum 1 marks will be allotted and so on)	Mumbai +2	1	5
		Mumbai+4	2	
		Mumbai+6	3	
		Mumbai+8	4	
		Mumbai+10 & above	5	
7	2 Major campaigns of Rs.1.0 Crore & above during last 3 years for single client.(i.e.F.Y. 2017-18, 2018-19 and 2019-20)	2 campaigns	2	10
		3 campaigns	4	
		4 campaigns	6	
		5 campaigns	8	
		Above 5 campaigns	10	
8	Assessment of credentials basis pre- defined scorecard shared below.	Evaluation committee shall score the profile basis the documents submitted. The decision taken by evaluation committee		25

		shall be final & cannot be Debated.	
9	Number of Awards won in the ABBYs. EMVIES and/or Cannes in the last three years 2017-18, 2018-19 and 2019-20.	Gold/Winner-3 points/medal	10
		Silver/1 Runner-up-2 points/medal	
		Bronze/2 runner-up-1 point medal	
Total			100

Only those agencies that score 60 points or above in the technical evaluation shall be qualified to participate in the pitch process.

#### **Scorecard for assessment of credentials-**

Criteria	Maximum Marks
Client Relationships	5
New clients won and lost in the last three years	5
Team credentials	5
Case Studies	10

### **14 Instructions, Terms & Conditions**

14.1 Central Bank of India reserves the right to negotiate better rates from the final agency selected.

14.2 Central Bank of India reserves the right;

- To accept or reject any or all the proposals.
- To cancel the RFP process at any time without assigning any reasons therefore.
- To re-issue the RFP, if cancelled.
- To empanel or engage any agency other than by this RFP.

14.3 The agencies empanelled will have to execute a contract with the Bank in the format approved by the Bank, which will be delivered to them after their empanelment

14.4 The Bank shall have right to de-panel an agency or entire panel by way of issuing one-month notice during the validity period of the empanelment without assigning any reason. If an agency does not respond to the requirements of the bank for 6 months / performance is not up to the satisfaction of the Bank, the agency would be de-paneled without assigning any reason therefore

14.5 The agencies or its agency or its personnel shall not disclose any confidential/vital information which are disclosed /provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of the Bank and such information shall be kept confidential even after the termination/expiry of the





agreement. The empanelled agencies will have to sign the non-disclosure agreement with the bank on its behalf / on behalf of the sub-agency, in case pitch brief is shared.

14.6 The inclusion of agencies in the Bank's panel does not guarantee any minimum business. It is further clarified that the empanelment of any agency does not tantamount to an assurance by the Bank for the purpose of awarding any assignment/ publicity services/release of the advertisement or such other matter. Further, empanelment of any Agency shall not prejudice the Bank's right to avail services from any other Agency (ies) /service providers.

In case any Agency closes any of its offices, it should immediately inform the Bank about the fact in writing.

14.7 On renewal of INS Accreditation certificate, Doordarshan & AIR accreditation/registration certificate, copy of the same should be submitted to the bank.

14.8 The agencies shall seek the prior written approval of the bank-before-carrying out any market research, advertising research, public relations, and consultancy services, supervisory services, printing etc, in respect of any assignment for the Bank.

14.9 The bank shall make every effort to issue instructions approval in writing to the agencies. However, if the same is conveyed orally, the agencies shall get it confirmed immediately from the bank at the earliest in writing to avoid disputes.

14.10 The agencies shall abide by all relevant rules and regulations of the government as issued from time to time. The agencies shall be responsible for adhering to norms of the Advertising Standards Council (ASCI), Indian Newspapers Society (INS) and other applicable regulations and must ensure that each advertisement released by them on behalf of the bank is honest, truthful and conforms to the aforesaid requirement. They shall also maintain the highest standards of advertising principles.

14.11 The agencies should be sincere and prompt in responding to the call of the bank. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agencies should be able to execute order at short notices and even on holidays depending upon the urgency of the work.

14.12 The bank's dealing with the agencies shall be on a principal to principal basis and the bank shall have no liability to pay any media or suppliers for anything done by the agencies. Where the bank has to sign joint contracts with third party media or suppliers, the agencies shall have to satisfy the bank about proof of payment to the media or suppliers in scheduled time before release of payment by the bank.

14.13 The rates approved by the bank shall be treated as final. In case of any revision thereof due to any reason, the agencies shall intimate the same to the bank immediately and seek fresh approval of the bank

14.14 The agencies shall return all the artworks, blocks, films, CDs, photographs etc. given to them by the bank for use of the publishers, printers, channels, radio stations, digital team from time to time.



14.15 Arrangement/Procurement of image/human faces/characters/insignia etc. For use of advertisement(s) shall be at the cost and responsibility of the agencies and the bank will only pay post approval by designated bank authority after agency asks for approval before purchase of such material. No dispute can be raised against the bank in such matters by the agencies or any third party. The agencies shall be solely responsible for compensation etc., if any, claimed by anyone/ ordered to be paid by any court or forum in any such matters. It may be noted that the images used by the agencies in the designs should be on EXCLUSIVE RIGHTS BASIS. The agencies shall indemnify the bank in this regard and in respect of any third party claims

14.16 The bank reserves the right to withdraw the RFP or delete/amend/change/modify any clause(s) mentioned herein at any time, without assigning any reason and shall not be held liable for any losses of damages caused by such withdrawal amendment modification. The withdrawal of RFP would be by serving a suitable letter by the bank to all the agencies who have submitted their proposals, either on their addresses provided on the proposal or via email or by way of notice on the bank's website.

14.17 The agency shall indemnify Central Bank of India against any action or proceedings brought against Central Bank of India by reason of omission commission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The agency shall be liable for any of its or its employees/agents actions that are detrimental to interest of Central Bank of India and the quantum of damages for the same will be decided by the Bank which will be final and binding on the agency. The agency shall also indemnify Central Bank of India in respect of any third party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services provided by the agency to the Bank.

14.18 Any dispute or differences whatsoever arising during the contract period between the empanelled agency and Central Bank of India shall be referred for arbitration to be considered in accordance with the Arbitration & Conciliation Act, 1996 and as per the procedure laid down in clause no 14.30 and the venue of arbitration shall be in Mumbai and language of Arbitration shall be English. The above stated terms and conditions are to be treated by the empanelled agency as final. There will be no scope for further discussions or negotiations.

14.19 For ATL/BTL, the commission to include artworks, studio charges & translation charges. Supervision fee for production costs, execution costs or any other third party costs shall be paid as agreed basis the financial bid. Prior approval required on the third party costs.

14.20 For any other work, including but not limited to carrying out marketing research and marketing analytics, the price could be decided on a case-by-case basis depending on the scope of work. In case only one of the service is availed then only commission for the service availed would be paid.

In case only media release is done without any creative being developed, then only media commission will be paid.



**Sub Contracts:** The agency as and when required may sub contract the work with prior approval of the bank provided the intimation in writing of all collaborations be given to the bank. However, such notification shall not relieve the agency from any liability or obligation under the contract. The agency shall be responsible for the performance / and violation of keeping confidential information of the Bank by sub-contractors appointed by the agency, solely rests on them.

14.21 Central Bank of India reserves the right to appoint-auditors-to-audit the books of account of the agencies for transactions related to the bank.

14.22 Central Bank of India reserves the right to appoint media auditors to conduct a media planning and buying audit of its media campaigns. The agency will co-operate with such auditors by submitting all the data related to the media campaigns as requested by the Bank/media auditors.

14.23 The agency empanelled will have to execute an agreement with the bank in the format approved by the bank. The same will be provided after finalization of empanelment. If the selected Agency differs / does not agree on any conditions /terms of the contract, the bank has the right to appoint the next ranked agency 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

14.24 Indemnity: The agency shall indemnify and keep indemnified the Central Bank of India against any loss or costs, charges and expenses required to be incurred or suffered by the Central Bank of India by reason of or as a result of the agency doing any act contrary to the provisions of this agreement or violation of any copy right or intellectual property rights by the agency and on account of publication of any advertisement which results in violation of any rules and negligence on the part of the agency. The agency shall also indemnify and keep indemnified the Central Bank of India, its directors, executives and authorized representatives against any loss, costs, charges and expenses incurred due to or resulting from the breach of any provision of the agreement between the agency and any media of advertisement or the owner of any premises on which the advertisement may appear.

The Central Bank of India also agrees to indemnify the agency against all the loss, costs, charges and expenses, incurred and suffered by the agency on account of any legal action taken against the agency for the publication of any advertisement of the Central Bank of India and which was approved by the Central Bank of India; provided the same is not resulting or attributable to any negligence or violation of any rules, regulations or codes as the agency was required to comply with and such assignment is as per the Terms & Conditions of the contract.

Notwithstanding the above, neither party shall be liable the other for any indirect or consequential losses which may be incurred as a result of any matter arising under or in relation to this agreement.

**14.25 Penalty:** The bidder shall perform its obligation under the agreement entered into with the Bank, in a professional manner. If the bidder fails to complete the due performance of contract in accordance with the specification and conditions of the offer document, the bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/Liquidated damage for non-performance.

**14.26 Liquidated Damage (LD):** In case the successful bidder fails to perform any or all the services as stipulated in the RFP, the Bank without prejudice to the other remedies under the RFP (unless the timelines for project is extended by the Bank), deduct from the project cost as liquidated damages a sum of 10% of project cost for delay of each week or part thereof maximum upto 50% of total project cost. On maximum deduction of LD, the Bank may consider termination of agreement.

**14.27 EXIT CLAUSE:** The Bank reserves the right to cancel the contract in the event of happening of one or more of the following conditions:

- Failure of the successful bidder to accept the contract within 30 days from the date of declaration of successful bidder.
- Delay in delivery beyond the specified period
- Delay in completing implementation/customization beyond the specified period.
- Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of solution.

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of bid security/EMD by the bidder. Bank reserves right to exit at any time during the contract period.

**14.28 Termination of Agreement:** The Bank may without prejudice to the other remedies available under this RFP/Agreement terminate the agreement in whole or in part by giving a written notice of 30 days;

- a) If the successful bidder fails to perform any of its obligations within the specified timelines as per the RFP/Agreement.
- b) Violation of any terms and conditions of RFP/Agreement.
- c) If the successful bidder goes in liquidation voluntarily or otherwise.
- d) Non satisfactory performance of the selected bidder during implementation and operation.
- e) Failure to integrate/implement the project as per the requirements of Bank as stated in this RFP /Agreement.
- f) Selected bidder is found to be indulging in frauds.

If the contract is terminated under the termination clause, bidder shall hand over the documents and relevant information to the Bank in a reasonable time and support the Bank for transition to another vendor.

**14.29. Intellectual Property Rights:** The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables and Services upon the terms and conditions Contained in this RFP.

The Bidder shall be responsible at its own cost for obtaining all necessary authorizations and consents from third party licensors of Software used by Bidder in performing its obligations under this Project.



If a third party's claim endangers or disrupts the Bank's use of the Deliverables and Services, the Bidder shall at no further expense, charge, fee or cost to the Bank, (i) obtain a license so that the Bank may continue use of the Deliverables in accordance with the terms of this REP.

Bidder shall indemnify and keep fully and effectively indemnified the Bank from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by bidder or his subcontractors or in respect of any other services rendered under this RFP.

**14.30 Arbitration:** All disputes, differences, claims and questions whatsoever shall arise either during the subsistence of this agreement or afterwards between the parties hereto and / or their respective representatives touching these presents or any clause or thing herein contained or otherwise in any way relating to or arising from these presents or the interpretation of any provision herein contained shall be the first place settled by mutual discussions between the parties at highest level. If the disputes, differences, claims or questions is not so resolved within 30 days from the day the parties first initiate discussion, then the same shall be referred to the arbitral tribunal which shall be composed of three arbitrators, one arbitrator to be appointed by each Party and third arbitrator appointed by the mutual consent of the arbitrators so appointed before commencing the arbitration proceedings. The third arbitrators to be appointed shall be independent. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Mumbai and conducted in English language. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties.

The Courts in Mumbai shall have exclusive jurisdiction over such arbitration proceedings. The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and subject to Indian law.

**14.31 Governing law & jurisdiction:** The agreement shall be governed by, construed and enforced in accordance with the laws of India. The parties agree that, except to the extent otherwise provided in the Act, the Rules and the Regulations, any action or suit involving this Agreement or the performance by either party of its obligations hereunder will be conducted exclusively in courts located within the city of Mumbai.

**14.32 Limited liability-** Except as otherwise provided, the Parties agree that in any event the overall aggregate liability of either Party in respect of all claims and liabilities arising under this RFP/Agreement shall be limited to the value of the RFP/Agreement/order in.

**14.33 Services Level Agreement:**

The selected agency will be required to submit the comprehensive strategy for Central Bank of India in 30 days from the effective date of the contract. This strategy document and other initiatives would be taken up for defining each assignment and the timelines will be agreed upon for each of such assignment. The selected agency will be required to extend all the support required to meet the intended objectives of the comprehensive strategy.

The selected agency will be required to adhere to the service levels for each of the deliverable agreed with Central Bank of India under this engagement, as under-

Description	Baseline	Lower Performance		Material Breach*		Basis of Measurement	Remarks
	Metric	Metric	Deduction	Metric	Deduction		
Submission of comprehensive strategy	30 days from the effective date of contract	Two days after the due date	5,000 per day	>5 days of delay after the due date	10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Dates for submission of deliverable as mentioned in the contract	For the purpose of this SLA, submission of deliverable would mean formal submission by Service Agreement. Deliverable should have acceptable level of quality standards.
Submission of deliverables as per assignment under the comprehensive strategy	Agreed days from the deciding date	Two days after the due date	5,000 per day	>5 days of delay after the due date	10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked.	Dates for submission of deliverable as mentioned in the contract	For the purpose of this SLA, submission of deliverable would mean formal submission by Service Agreement. Deliverable should have acceptable level of quality standards.

(SLA- Service Level Agreement)

"Material Breach terms & conditions to be shared with the empanelled agencies in the final Service Agreement.

**14.34 Integrity Pact:** Vendors/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be preliminary qualification. In case of bids not accompanied with signed IP by the bidder along with the technical bid the offer, shall be summarily rejected.





IP will cover all phases of contract i.e. from the stage of Notice Inviting Tender (NITY Request for Quotation (RFQ) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee.

Format of IP is attached in Annexure XII for strict compliance.

It may kindly be noted that all clarification/query/status with respect to tender may be forwarded to the following address:

Asst. General Manager  
Central Bank of India  
Corporate Communications Dept  
16th Floor, Chander Mukhi,  
Nariman Point, Mumbai 400021  
Tel.No. 022-22028602 / 8383055715

E-mail: [corpcomm@centralbank.co.in](mailto:corpcomm@centralbank.co.in)



**ANNEXURE -I: Format of proposal for empanelment of creative & media agency:**

No.	Brief Discription	
1	Name of the Agency/Firm	
2	Constitution of Agency	
3	Address of Registered Office with Contact Person(s), Telephone Nos, Mobile Nos.	
4	Addresses of Branch Offices with Contact Person(s), Telephone Nos., Mobile Nos.	
5	Name of the Proprietor/Partners/Directors.	
6	Date of Establishment	
7	Income Tax Permanent Account Number (PAN)	
8	Service Tax Registration Number	
9	No. Of years in Advertising Business	
10	<p>Details of Employees</p> <p>A) Creative Artists (Nos.)</p> <p>B) Media Planners (Nos.)</p> <p>C) Media Buyers (Nos.)</p> <p>D) Client Servicing (Nos.)</p> <p>E) Other Staff (Nos.)</p> <p>(Branch Office-wise No. of employees, list along with permanent employees or on retainer-ship basis details)</p>	
11	<p>Financial Position: (t in Cr.)</p> <p>2017-18, 2018-19,2019-20</p> <p>Tumover</p> <p>Profit</p> <p>Net Worth</p> <p>(Copies of Audited Balance Sheet, Profit &amp; Loss a/c with Auditors Report to be enclosed for last 3 years as mentioned above)</p>	
12	<p>INS Accreditation:</p> <p>(Copy of Certificate to be enclosed)</p>	<p>Yes / No</p> <p>Since ..... Years</p>
13	<p>Doordarshan accreditation/registration:</p> <p>AIR accreditation/registration:</p> <p>(Copy of accreditation/registration certificates to be enclosed)</p>	<p>Accreditation/Registration</p> <p>Since ..... Years</p> <p>Accreditation/Registration</p> <p>Since ..... Years</p>

14	List of Banks/PSU'S/FI or any other major corporate of BFSI Sector where agency is currently empanelled. (Empanelment Certificate(not more than 15days old)in support thereof to be closed as per Annexure XI)																
15	Details of key personnel, if agency is empanelled, who will work with Central Bank of India with age, qualifications, experience (in yrs) notable skills and achievements etc																
16	Whether agency has resource (in house or outsourced) to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all major Indian Languages	Yes/No  If yes, In-house/Outsource															
17	Whether blacklisted by any Central/State, Government/Public Sector Undertakings/ any other Corporate (s) in the last five years	Yes/No															
18	Whether involved in any major litigation or any Legal, criminal, civil, taxation and other cases pending against the company	Yes/No If yes details to be provided on company letterhead															
19	List of Major Corporate clients serviced: <table border="1" data-bbox="290 1303 989 1491"> <thead> <tr> <th>Sr. No.</th> <th>Name of the Client</th> <th>Billing for 2017</th> <th>Billing for 2018</th> <th>Billing for 2019</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Sr. No.	Name of the Client	Billing for 2017	Billing for 2018	Billing for 2019											
Sr. No.	Name of the Client	Billing for 2017	Billing for 2018	Billing for 2019													
20	Major Campaigns Handled for Single Product/Services/Brand involving spend of 1.0 cr. & above for empanelment under Category during the last three financial years. <table border="1" data-bbox="290 1677 989 1865"> <thead> <tr> <th>Sr. No.</th> <th>Name of Campaign</th> <th>Media Used</th> <th>Amount Spent</th> <th>Name of Client</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Sr. No.	Name of Campaign	Media Used	Amount Spent	Name of Client											
Sr. No.	Name of Campaign	Media Used	Amount Spent	Name of Client													



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, Central Bank of India reserves the right to remove our name from the panel, if empanelled, with immediate effect and Central Bank of India's authority in this regard is full and final. We understand and agree that the empanelment does not obligate Central Bank of India in any manner. We also understand that Central Bank of India 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 II: Format for Covering Letter-  
(To be furnished by the bidder on their letter head)

### Covering Letter

Date:

To,  
Asst General Manager,  
Central Bank of India  
Corporate Communications Dept  
16th Floor, Chander Mukhi,  
Nariman Point, Mumbai 400021.  
Tel.No. 022-22028602 / 8383055715

Sub: Application for Tender for empanelment of creative & media agency

Sir,

In response to the Tender for empanelment of creative & media agency for Central Bank of India, issued by Central Bank of India and after going through all the information and terms and conditions given in the Tender document including addendums/corrigendum, we are submitting our Bid for being shortlisted for the Project.

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein is complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Bid Due Date.
2. We acknowledge that Central Bank of India will be relying on the information provided in this Bid and the documents accompanying such Bid for pre-qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in the Annexure are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.
3. All the required documents as per format provided in the Tender document, duly signed, are enclosed.
4. I / We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Central Bank India Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection process itself, in respect of the above mentioned Project.



5. I / we agree and undertake to abide by all the terms and conditions of the Tender document.
6. We also understand that:
  1. This Bid is only for short listing of the bidders.
  2. Central Bank of India is not bound to accept the Bid of any Bidder, either in part or in full. If Central Bank of India rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.
  3. This does not entitle us to receive any documents or to be invited for Price Bid for the Project.
  4. Central Bank of India has the right to change or alter the details of the Project or scope of work.
  5. Central Bank of India reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures and timing of the Bidding process, alter the terms of participation in the Bid process at any stage of the Bid process and to suspend or terminate the Bid process.

SIGNATURE:

NAME:

DESIGNATION:

COMPANY SEAL

COMPANY:



### ANNEXURE III: Declaration-Cum-Certificate

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

#### TO WHOMSOEVER IT MAY CONCERN

This is certify that our Agency does not owe any money to any Publication/TV Channel/ Radio or any other media for more than 90 days and our Agency has not been black listed by any Central /State Government Public Sector Undertakings/ Barks/ RBI/ IBA/ any other Corporate/ any regulatory authority in the last five years.

Further, this is to certify that our Agency does not have any legal, civil criminal, taxation and other litigations/legal cases pending the Company/Agency which may have impact or compromise the delivery of services.

(AUTHORISED SIGNATORY)

NAME

DESIGNATION

#### ANNEXURE IV: Curriculum Vitae (CV) For Proposed Professional Staff

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
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 hold.

	From (Year)	To (Year)
Employer		
Position Held		

#### 10. Detailed Tasks Assigned:

#### 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 V: Format for Financial Summary (Turnover)**  
(to be furnished by the bidder on their letter head)

All figures in Equivalent Currency (in Lakhs)

Description	Turnover in last three financial years - Audited			Average turnover in the last three years.
	FY 2017-18	FY 2018-19	FY 2019-20	
Operating Revenue				
Other Revenue				
Total Turnover				

Financial Year. 1st April to 31st March

This is to certify that \_\_\_\_\_ (Name of the bidder) has Annual Turnover as shown above against the respective/s financial year/s.

Signature:

Name of the Statutory Auditor:

Membership No:

Designation:

Name of the Audit Firm:

FRN:



## ANNEXURE VI: Form of Tender-Financial Bid

To,  
Asst General Manager,  
Central Bank of India  
Corporate Communications Dept  
16th Floor, Chander Mukhi,  
Nariman Point, Mumbai 400021.  
Tel.No. 022-22028602 / 8383055715

Subject: Application for empanelment of creative & media agency for Central Bank of India

We hereby submit our Financial Bid for empanelment of creative & media agency of Central Bank of India. We unconditionally agree to abide by the Terms & Conditions specified therein.

Sr. No.	Particulars	Details / Charges	
		In figures	In words
1	Media commission as % on gross media billing		

Given below are our terms for;

1. Artworks:
2. Production Supervision
3. Others Please specify

We hereby certify that all the particulars given above are correct and true to the best of our knowledge

Signature of Authorized Person of bidding agency
Full Name & Designation of authorized Person
Name of the Bidding Agency
Date

Seal of Agency:



ANNEXURE VII: List of Projects (Completed and On-going)

(to be furnished by the bidder on their letter head)

Sr. No.	Client Name	Project Title and Brief Description	Location	Starting Date	Completion / Expected Completion Date
1					
2					
3					

Signature of bidder

Place

Name

Date

Seal



## ANNEXURE VIII: Anti-Collusion Certificate

(To be furnished by the Bidder on their letter head)

To,  
Asst General Manager,  
Central Bank of India  
Corporate Communications Dept  
16th Floor, Chander Mukhi,  
Nariman Point, Mumbai 400021.  
Tel.No. 022-22028602 / 8383055715

Sub: Application for empanelment of creative & media agency for Central Bank of India

Dear Sir,

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or any other person(s) and also not done any act, deed or thing which is or could be regarded as anticompetitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Name of the bidder-

Signature of the authorized signatory-

Name of the authorized signatory -



ANNEXURE IX: Declaration for not Black Listed

(to be furnished by the Bidder on their letter head)

To,  
Asst General Manager,  
Central Bank of India  
Corporate Communications Dept  
16th Floor, Chander Mukhi,  
Nariman Point, Mumbai 400021.  
Tel.No. 022-22028602 / 8383055715

Sub: Application for empanelment of creative & media agency for Central Bank of India

Dear Sir,

I / We \_\_\_\_\_ hereby confirm that our firm has not been banned or blacklisted by any government organization financial institution/Court Public sector Unit /Central Government/State Government in the last five years.

Signature of bidder

Place

Name

Date

Seal



ANNEXURE X: Empanelment Certificate

(On letterhead of the Company duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. \_\_\_\_\_ is our empanelled creative / media agency for more than \_\_\_\_\_ years. The performance of the agency is satisfactory during their tenure with us.

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION



## BID SECURITY DECLARATION FORM

*Date:*

*RFP No:*

To,

1. I/We, the undersigned, declare that M/s. is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRS)2017 by Micro and Small Enterprises (MSES).

OR

2A. As per the tender / RFP no... floated for..... at para no: a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRS)2017 by Micro and Small Enterprises (MSES).

3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 1 year from the date of notification if we are in a breach of any obligation under the bid conditions, because I/We
  - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
  - b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
    - (i) fail or reuse to execute the contract, if required, or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that am the authorized person of declaration for and on behalf of Letter of Authority for executing to make the declaration is enclosed.

Signed:

In the capacity of

Name:

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on            day    of Corporate Seal (where appropriate)

(Note in case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the Bid)