



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक



PROPOSAL REFERENCE 04/2015-16



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्यम
एक परिवार एक बैंक

Head Office, 'LOKMANGAL'
1501, Shivaji Nagar, Pune – 411 005

Cost of Proposal Document: Rs. 5,000/-



TABLE OF CONTENTS

1. INVITATION FOR RFP OFFERS	3	
2. INTRODUCTION	6	
3. RFP OBJECTIVE		7
4. SCOPE OF WORK		7
5. ELIGIBILITY CRITERIA		12
6. TENDER FORM.....	15	
7. TECHNICAL BID.....	17	
8. FINANCIAL BID.....	21	
9. INSTUCTIONS FOR TENDERING.....		23
10.SUBMISSION OF APPLICATION	29	
11.EVALUATION	30	
12.RESOLUTION OF DISPUTE	30	
13.CHECKLIST.....	33	

1. Request for proposal (RFP) for selection of Public Relation (PR) Agency for Bank of Maharashtra

Bank of Maharashtra (BOM) intends to appoint Public Relation Agency (PR Agency) for a period of 3 years (subject to annual review). 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 14.00 p.m. on 22.01.2016.

Selection Process:

Bank of Maharashtra wishes to invite proposal for selection of Public Relation (PR) Agency for the Bank. The term '**Bank**' in this RFP referred to is **Bank of Maharashtra**.

1. Process of selection will be as follows

- A. Bank has fixed the minimum pre- qualification requirement and the process of selection in the RFP. Bidder qualified as per the eligibility criteria would be required to make a presentation before the Top executives, Screening Committee of General Managers at Bank's Head Office.
- B. The committee would evaluate the quality of bidders on the criteria mentioned in the RFP based on their proposals received and shortlist them for taking part in presentation. Only the agencies scoring qualifying marks / score, will be short listed for the purpose of participation in financial bidding.
- C. After the short listing of the bidders based on their quality evaluation, selection for participation in Financial Bids of short listed bidders would be taken .The date, time, and calling of the financial bids would be announced in due course.
- D. The marks scored by the short listed bidders in the technical bid will then be given a weightage of 80%. The financial bids of the listed bidders will be given a weightage of 20%. The combined score of technical and financial bids will determine the H1, H2, H3, H4 and so on. The Agencies scoring the highest combined marks based on the above principles would be selected to work as PR agency for the Bank.
- E. In case of tie bidders after combining the quality and price score, the bidder of higher technical quality score would be selected to work as PR agency for the Bank.
- F. The Agency so selected, will work as PR agency of the Bank for a maximum period of three years under the current RFP. However, the appointment would be valid initially for one year, and thereafter would be renewed for two years (one year at a time), subject to satisfactory annual review of performance, at a sole discretion of Bank.
- G. The fee for PR Agency/ies, as decided in terms of bid document, will remain valid for entire period of empanelled period. In case there is an increase/ decrease in

quantum of work that justifies the higher/lower fee, will be decided at sole discretion of Bank.

- H. The bidder shall submit their offers strictly in accordance with the terms & conditions of the tender document.
- I. Any tender that stipulates conditions contrary to the conditions given in the tender document is liable for rejection.
- J. Bank reserve the right to reject any or all tenders without assigning any reason thereof.
- K. Bank reserves the sole right for carrying amendments / modification/ changes including any addendums to this RFP.
- L. The bidder shall bear all costs associated with the preparation and submission of the tender. Bank will in no case held responsible or liable for these cost, regard less of conduct or outcome of the tender process.

Important information regarding application/ proposal submission

Proposal Reference number	02/2015
Price of Proposal Copy	Rs.5,000/-
Earnest Money Deposit (EMD)	Rs.3,00,000/-
Queries can be mailed to	agmmkt@mahabank.co.in media@mahabank.co.in publicity@mahabank.co.in
Last Date and Time for receipts of Application/ proposal offers	22.01.2016 up to 14.00 hours
Time and Date of Opening of proposal	22.01.2016 at 15.00 hours
Place of Opening proposal offers	Bank of Maharashtra Marketing & Publicity Dept. Head Office, 1501, Lokmangal, Shivaji Nagar, Pune – 411 005.
Address for Communication	As above
Contact Telephone Numbers	Phone : 020 – 25514501-12 020 – 25614282 Fax : 020 – 25520473

Please note that the prospective applicant will have to download the document from the Bank's website: www.bankofmaharashtra.in, the cost of proposal document should be paid along with the technical bid by way of DD/PO favoring Bank of Maharashtra payable at Pune.. Interested agencies fulfilling eligibility criteria as mentioned may apply in sealed covers giving full details

of their credentials along with supporting documents to reach us by 22.01.2016 up to 14.00 hours.

The Bank reserves the right to reject any or all offers without assigning any reason.

Earnest Money Deposit must accompany all application/proposal offers as specified in this application/proposal document by way of DD/PO favoring Bank of Maharashtra and payable at Pune.

Proposal offers will be opened in the presence of the applicant representatives who choose to attend the opening of proposal on the above-specified date, time and place.

All Specifications, Terms and Conditions and various formats and proforma for submitting the offer are described in the application/ proposal document.

General Manager

Resource Planning, M&P, CS

2. Introduction

Bank of Maharashtra is a Public Sector Bank with a standing of more than 80 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has more than 1880 branches all over India. In the state of Maharashtra itself, it has more than 1100 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, Agriculturists, Retail and Importers & Exporters.

The bank has fine tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like demat, lockers and merchant banking etc.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Bank of Maharashtra ('Bank') to select the PR agency.

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Agencies or applicants whether verbally or in documentary form by or on behalf Bank for Maharashtra (BOM), is provided to the Agencies on the terms and



conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP or its addenda, if any, is not an agreement and is not an offer or invitation by BOM to any parties other than the applicants who are qualified to submit the Application Documents ("Agencies").

The purpose of this RFP document is to provide Agencies with information to assist the formulation of their proposals pursuant to this RFP. This RFP document does not claim to contain all the information each Agencies may require. Each Agency shall conduct its own investigations and analysis and shall check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice from appropriate sources. BOM and/or its officers, employees makes no representation or warranty and disclaim any liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document.

BOM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. BOM also reserves its right to reject all or any agencies without any reason whatsoever.

3. RFP Objective

BOM desires to select PR agencies having good track record for meeting its brand building and advertisement requirements. The job involves conceptualizing, creating and releasing advertisements and other publicity material in print, electronic as also outdoor media at national and regional level. As a part of brand image building initiative BOM is interested to use the professional services of agencies for production of in-house magazine, campaign material and public relations as well as event management on selected basis.

Background of the campaign plan

Bank of Maharashtra (BOM) desires to assign the task of public relations as well as event management on selected basis. Planning to tap Social Media also, as number of users are increasing day by day and becomes a viable platform to market or communicate products & services.

Public Relations activities will be as illustrated below

OBJECTIVES

- To establish Bank of Maharashtra as a profitable new-age public sector bank
- Gain trust in a scrutinous environment through transparent and timely communication
- Campaign to showcase transformation of the bank to a new-age bank
 - Assist in showcasing new-age technology, products and services
 - Assist in highlighting customer first attitude
- Internal communication to drive transformation
- Highlight bank's Corporate Social Responsibility
- Assist the Bank during media crisis

The complete PR program will be developed in consultation with the bank.

1. The assignment will cover all PR centers across India.
2. The assignment will cover Public Relations activities for our Bank as a whole and would include public relations and advise on media coverage and corporate stories.

Scope of work and brief for public relation Agency

PR Objectives:

To position Bank as a fast growing Banking entity covering a wide spectrum of the BFSI sector offering a wide range of products, backed by competent professionals with rich domain expertise

- (a) To increase visibility and enhance top of mind recall of Bank amongst its large audience, leveraging which would help Bank attract both retail and corporate clientele.
- (b) To nurture & enhance the profile of the Bank, consistent with its size, stature and performance amongst the people in general (that includes the existing and potential customer of Bank), the financial community (analyst and the fund managers), potential investors, shareholders, and the media.
- (c) To manage investor perceptions based on Bank's achievements, financial performance and strategic initiatives for sustained growth and achieve fair valuation.
- (d) Initiate and implement a well-orchestrated PR programme which would provide credible perspectives on corporate issues and culminate in enhanced understanding of the Bank
- (e) Corporate Profiling
- (f) Spokesperson Profiling
- (g) Corporate Announcements
- (h) Corporate Messaging and Authored Articles



- (i) Dissemination of Press Release, updates, media follow ups, Media Monitoring and Analysis
- (j) Article write-ups
- (k) Pro-active and Re-active media outreach and media relations
- (l) Press Conference on various occasions such as Financial Results
- (m) One on One interview with Media.
- (n) Bridge building meetings with media.
- (o) Media House visit based on spokesperson schedule
- (p) Event and Media management for Press Conference
- (q) Crisis Management
- (r) Press Coverage to the value of Retainer ship fees in Print and Electronic media
- (s) Translation of Press releases in to different languages(Marathi etc.) based on requirement and releasing to media
- (t) Reputation Management
- (u) Online reputation Management through Social Media

Targeted work for PR Agency:

1. Target audience

- (a) National media including financial publication, magazines, regional publication, electronic channels, and on line media.
- (b) Financial community
- (c) Shareholder/Potential shareholders
- (d) Other stake holders(employees & customers)

2. Continuous media activities:

- (a) Identify and maintain a national list of media professionals relevant to the company.
- (b) Assist in managing one to one relationships of the management with all identified media professionals.
- (c) Continuously monitor the media for placing PR messages in industry stories.
- (d) Interact with BANK officials to create a communication calendar based on non internal and external communication opportunities.



3. Media activities:

- (a) Developing all editorial communications to be disseminated to the media including information kits, press releases, backgrounders features, etc.
- (b) Managing all media events like press conference, select briefings, and one-on-one meeting.
- (c) Disseminating information on national basis or locally (as per business requirements) through press releases and other mode of communications.
- (d) Preparing impact report of such initiatives

4. Market intelligence & Managing Reporting:

- (a) Present a report on daily basis covering news on Bank, peers and the BFSI sectors.
- (b) Produce a comprehensive report at the end of every month giving detailed coverage for Bank and analysis of the same.

5. Crisis Communication:

- (a) Prepare a proactive strategy
- (b) Identify the target audience for communication
- (c) Chalk out the key message
- (d) Design the communication plan
- (e) Ensure effective implementation of the plan for desired results.

6 .Internal communication Activities:

- (a) Assist Bank in identifying internal communication opportunities and also designing a communication policy and plan based on long term and short term objectives.
- (b) Assist Bank in creating internal communication literature at regular interval.

PR Strategy:

- To introduce and develop relationship with key media
- To garner media mileage for Bank of Maharashtra for all key business developments
- Explore thought leadership opportunities for Top Management executives in industry stories or interviews
- Consistent flow of information on developments from Bank of Maharashtra to the media

Communication Approach:

- Interviews/ One-on-one's
- Press releases
- One on one meetings
- Press Conference / Select meets etc.
- Workshops conducted for Media
- Media site visits
- Additional spokesperson training sessions
- Additional perception research
- Crisis management & Reputation management
- Digital media PR

The publicity campaigns will be carried out in Hindi, English, Marathi and other local languages for various media as per the requirements of BOM.

The detailed scope of work include planning, conceptualization, preparing strategy, designing, scripting, developing and production of resource material, including but not limited to following activities:

- Communication material for programmes and events including press briefings
- Any other marketing communication related work assigned by BOM
The agency should have capabilities of delivering through all these media with adequate experience in the field, good infrastructure and resource personnel including local language experts proficient in regional languages and dialects. Ability to undertake any other related services apart from PR activity, event management etc. will be an added advantage but not a necessary condition for Selection

CRITERIA FOR SELECTING THE PUBLIC RELATION AGENCY FOR PUBLICITY & PUBLIC RELATION ACTIVITIES

Minimum Eligibility Criteria:

A list of qualifying requirements (QRs) and the supporting documents that need to be submitted is given below. Any agency not meeting any of the following QRs or not submitted any of the documents shall be summarily rejected. Only those agencies who satisfying all the qualifying requirements would be eligible for being called for presentations.

S.No	Qualifying Requirement	Documents to be enclosed.
1	The agency must have earned a fee from PR services of Rs 1 crore and above during 2012-13, 2013-14, 2014-15 in each financial year.	Suitable certification by Auditors. In case the agency provides non PR services also, the fee from PR services only will be considered. Only will be considered. Certificate from CA regarding quantum of PR Services fees should be submitted
2	The net worth of the agency should be positive during each of the previous three financial years (2012-13, 2013-14, 2014-15)	Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor's report.
3	The agency should not have been penalized or found guilty in the court of law. Also , the agency must have high reputation and there should not be any adverse media publicity about the	Self certification on letter head to be provided. However BoM would have the right to independently verify the same.
4	The Agency should not be blacklisted by any Central /State Government / Public Sector Undertaking	Self certification on letter head to be provided. However BoM would have the right to independently verify the same.
5	The agency should have been in existence in India since April 2012 with ability to service the client through their	Certificate of incorporation, Minimum 15 staff in Mumbai/Pune office to be self certified.
6	The agency should be handling at least three BFSI accounts for each of previous three financial years.	Certification by auditors.



7	The agency should have capabilities of delivering campaign focused on rural/semi urban/urban/metro masses / areas in major Indian languages	Self certification on letter head to be provided. However BoM would have the right to independently verify the same.
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Apart from the above minimum criteria, the Agency is also required to give the following information.

1. Owner ship and nature of entity (Public company, partnership, subsidiary etc)
2. Physical location including addresses of all branches and number of staff in each branch
- 3 .The proposed composition of team for BoM (in terms of name, designation, and numbers). All member of the team indicated herein would be required to attend requisite meeting once every fortnight. Please also indicate specifically who all will be dedicated to the BoM account.
- 4 .Income tax returns for the past three years
5. Satisfactory client certification from a different client for each of last three years
6. List of major accounts including current BFSI accounts, years serviced etc.

Qualitative Evaluation Criteria

(Based on presentation and documents submitted)

Criteria	Weightage	Marks Scored
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Experience in BFSI sector especially PSU Banks	25	
Overall PR abilities based on presentation and documents submitted	25	
Crisis/Reputation Management Plans	20	
No of locations in which bidder has presence	5	
Total manpower strength proposed to be assigned to the Bank	5	
Total	80	

Based on the total technical score, Bidders will be ranked according to their scores with the bidder having the highest score being followed by other Bidders in descending order. Only those bidders scoring 70% (56 marks out of 80) or above in the technical evaluation will be short listed for commercial bid.

In commercial bid the Bidders will be ranked according to the price/fee quoted and the bidder quoting lowest fee will be awarded highest score being followed by in ascending order. The score will be awarded out of 20.

The bidder with highest aggregate score will be selected to work as PR agency on terms and conditions mentioned in tender document..

Annexure 1

Form of Tender

(To be submitted on Agency letter head)

To

The General Manager,
Resource Planning, Marketing & Publicity
& CS
Bank of Maharashtra,
Lokmangal, 1501
Shivaji Nagar, Pune

Name of work: Public Relation (PR) services for Bank of Maharashtra.

- 1 Having examined the conditions of appointment for the above Contract, i.e. Selection of **Public Relations (PR) Agency** for Bank of Maharashtra, we qualify under the minimum eligibility criteria and offer to undertake in conformity with conditions of Assignment.
- 2 We undertake to complete and deliver the whole of the works comprised in the works comprised in RFP and agree to abide by the general terms & conditions of bid Document.
- 3 We agree to abide by this tender for the period of three years from the date fixed for receiving the same or agreed extended period and it shall be binding upon us and accepted at any time before the expiry of the period.
- 4 Unless and until a formal agreement is prepared and executed, this tender together with our written acceptance thereof shall constitute a binding terms & conditions between us.
- 5 We understand that the request for proposal does not bound Bank to reimburse the Participant for any cost incurred in submission of this proposal. All statements in this RFP and any pre contract negotiation, understanding and agreements resulting from this RFP are preliminary; consequently, Bank has no obligation to us until a written contract is executed.
- 6 We understand that bank has the right, without assigning any reasons thereof, to reject, amend, and modify any proposal.
 - (i) Terminate this RFP
 - (i) Negotiate with one or more participants
 - (ii) Make no award to any of the Participants and/ or recommence the entire process
 - (ii) Contracts one or more Participants for reasons other than the lowest price.
 - (iii) Modify the requirements and terms of this RFP and request revised proposal from some or all of the participants.

7. We submit the RFP application as per Annexure enclosed.

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials]: Name of Company/Firm:

Address

(Please affix rubber stamp of your company)

Annexure- 2

Application for selection of Public Relation Agency for three Years

**PARTICULARS FOR SELECTION OF PUBLIC RELATION AGENCIES-
TECHNICAL BID (to be submitted on Agency letter head)**

Date:

The General Manager,
Resource Planning, Marketing & Publicity
& CS
Bank of Maharashtra,
Lokmangal, 1501
Shivaji Nagar, Pune

We hereby offer to submit our request for APPOINTMENT of Public Relation (PR) Agency of Bank of Maharashtra for three years as per proposal reference number 04/2015-16 (Tender-PR Agency) Dated : 31.12.2015. We have read, and understood the content of RFP and further state that we unconditionally accept and abide by the terms & conditions specified therein.

Our Public Relation (PR) Agency brief Profile is as under

Sr.No	Brief Contents	
1	Name of the Agency	
2	Address and Telephone Numbers	
	Registered/Head office	
	Address of the office at	
	Address of the other offices in the country	Please enclose Separate sheet along with annexure
	Legal status of Agency	(Proprietor /Partnership /Pvt/Pub. Ltd)
3	Name of the Proprietor/ Partners/ Directors/	
4	Name of the Managing Director, Director, Top Management/ Key personnel contact Person/s Contact Tele/Mob. No.	May enclose Separate sheet along with annexure
	The contact details of official proposed for handling for BoM Account ie. Key personnel contact Person/s Contact Tele. No.	May enclose Separate sheet along with annexure
5	Date of Establishment /incorporation	



6	APPOINTMENT Details--- Name of Public / Private Sectors Banks / PSUs and others, along with APPOINTMENT letters (Please enclose separate Sheets if any required)	
	With Public Sector Banks	
	With Private Sector Banks	
	With Financial and Insurance Sector	
	Others if any	
	Have you served for BoM recently or in past please attach suitable proof.	
7	Infrastructure	
	Staff strength	
	No. of other support staff Team of Media official	
	Are you a full or limited service Agency?	
	Language translation facilities.	
	Number of media experts	
	Media survey subscriptions such as TAM, NRS, IRS, ABC etc attach details.	
	Research /Analysis tool	
	Whether you can provide 24/7 service to Bank	
	8	Other details(Attach copy of returns)
Income Tax No		
Sales Tax No.		



	Vat/ Work Contract tax No.		
	Service Tax No		
9	Nature of Main Activity		
10	Membership with any organizations		
	Please give details		
11	Turn over Details	Copies of audited financial statements to be enclosed (Rs in Lacs)	
	Year	Gross Turn Over	Gross Profit
	2012-13		
	2013-14		
	2014-15		
12	Principal Banker & Their Name		
13	PO/DD No :	Drawn on:	dated:
	Amount : 3,00,000/- enclosed as EMD		
	PO/DD No :	Drawn on:	dated:
	Amount : 5,000/- (non refundable) enclosed for Fee		
14	For the Selection as a Public Relation (PR) Agency of the bank, the Agency should submit proven established credentials for Corporate Brand Building and product and services in a summary sheet along with this application.		
15	Declaration: Self declarations on the firm/ Company's Letter head that there are no outstanding income tax /sales tax dues/other statutory dues.		

As per the Terms & Conditions we have enclosed an account Payee Demand Draft/Pay Order as mentioned above in favor of Bank of Maharashtra payable at Pune.

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if selected as Public Relation Agency, I/We shall appoint separate teams for any competing client who is in same business as Bank to avoid clash of interest and maintenance of confidentiality.

In case at any stage , it is found that the information given by me/us is false/incorrect, Bank of Maharashtra shall have the absolute right to take any action as deemed fit , (including termination of contract and/or black list and debar), without any prior intimation to me/us.

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials]: Name of Company/Firm:

Address

(Please affix rubber stamp of your company)

Annexure-3

(Application for Selection of Public Relation (PR) Agency for three Years)

PARTICULARS FOR SELECTION OF PUBLIC RELATION

AGENCIES- FINANCIAL BID (to be submitted on their letter head)

Date:

The General Manager,
Resource Planning, Marketing & Publicity
& CS
Bank of Maharashtra,
Lokmangal, 1501
Shivaji Ngar, Pune

We hereby offer to submit our request for Selection as **Public relation** Agency of Bank of Maharashtra for three years as per proposal reference number 04/2015-16 (Tender-PR Activity) Dated :31.12.2015 We have read, and understood the content of RFP. We unconditionally accept & abide by the terms & conditions specified therein.

Our Public Relation (PR) Agency brief Profile is as under

Sr. No	Brief Contents /Particular	Details/Remarks/ Charges
1	Name and Contact details of the Agency	
2	The contact details of official Proposed for handling for Bank i.e. Key personnel contact Person/s Contact Tele. No. Mobile No.	
3	Public relation activities expected fee per month	

I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.

I/We certify that if selected to work as PR Agency, I/We shall appoint separate teams for any competing client who is in same business as Bank to avoid clash of interest and maintenance of confidentiality.

In case at any stage , it is found that the information given by me/us is false/incorrect, Bank of Maharashtra shall have the absolute right to take any action as deemed fit , (including termination of contract and or black list and debar), without any prior intimation to me/us.

Yours sincerely,

Signature of Authorized person

Name and Designation of Authorized Person: [In full and initials]: Name of Company/Firm:

Address

(Please affix rubber stamp of your company)



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INSTRUCTIONS FOR TENDERING

1. Before tendering the Tenderer are requested to carefully examine the Tender Document, Terms and condition of assignment, specification and if there is any ambiguity they should immediately refer the matter to Bank, for clarification.
2. (i) The Tenderer shall complete the annexed form of tender and information called for therein and shall sign with date each page of the Tender documents.

(ii) The tender should contain a name with designation, an address, Tel. No. and Fax No for serving notices to the Tenderer in connection with the tender.
(iii) Tenders should be submitted in a sealed envelope clearly indicating in top of the envelope “**Selection of Public Relation (PR) Agency**”
3. The bidder should enclose the proofs of document for qualifying requirement. Document not required as part of the tender should not be provided.
4. Bank does not bind itself to accept the lowest or any tender and has the right to refuse any Tender a without assigning any reason or select any Bidder/Single bidder that is in the final evaluation list. Bank also has a right to re issue the tender without Tenderer having the right to object to such reissue. Bank also reserves the right to extend the validity period of the tender.
5. For any clarification, the tenderer may contact The Chief Manager Marketing & Publicity, Bank of Maharashtra Head Office, Lokmangal, 1501, Shivaji Nagar, Pune at 020-25614282/25536682. Or email at agmmkt@mahabank.co.in or media@mahabank.co.in or publicity@mahabank.co.in

General Terms and conditions

1. The agency shall state the nature of work and probable expenditure thereof. After Bank has accorded its consent in writing for execution of such work and/ or incurring expenditure thereof. Then only the agency shall undertake such work and not otherwise
2. No right or liabilities under this agreement shall be assigned by the selected agency without the prior written consent of Bank.

Agency's General Responsibilities:

1. The agency shall, subject to provision of the assignment and the due care, execute and maintain the work and all responsibility including the supervision

thereof and all other things whether of a temporary or permanent nature required in and for such execution.

2. The agency shall carry out and complete the work in accordance with good prevailing practices and using workmanship of the quality and standards therein specified, provided that where and to the extent that approval of the quality of the standards of workmanship is a matter of opinion such quality and standard shall be the satisfaction of Bank.

Sufficiency of tender:

The Agency shall be deemed to have satisfied himself of tender before entering into the Terms & Conditions as to the correctness and sufficiency of the rates and prices.

Price

- a. The fee of the H1 decided through the process described earlier would remain valid for the entire empanelled period. In case the contract is renewed at annual interval, the fee can be increased / decreased at the sole discretion of the bank over the previous year subject to increase or decrease in quantum of work that justifies the fee.
- b. The accepted price shall otherwise remain firm during the entire tenure of assignment including authorized period of extension of time and shall not vary on account of any increase/decrease of cost of material/labour or any other reasons whatsoever.

Payments Terms

Bank will make payment of the fee on monthly basis as also taxes as applicable. Any third party cost incurred by the agency to carry out the above assignment would be reimbursed to the agency, subject to the cost was incurred with prior approval from Bank.

Taxes:

The agency shall pay and be responsible for payment of all taxes, duties, levies, fees or charges in respect of the work as required for the assignment. Only service tax will be payable by Bank. Tax will be deducted from the payment of the Agency as per applicable law

Statutory authority obligation, notices, fees and charges:

1. The agency shall comply with and give all notices required by any act, any instrument, rule, or order made under any act, or any regulation with regard to the assignment.
2. The Agency would comply with all applicable laws as they relate to its performance under this agreement. The agreement shall be governed, interpreted by and construed in accordance with the law of India.

Limited Agency:

1. For the limited purpose of purchasing materials and engaging the services of the third parties which are necessary for providing services under this agreement, Bank would appoint the PR Agency as its agent.

2. It is expressly clarified that Bank is responsible for all cost and expenses incurred by the Agency on behalf of the Bank which shall be incurred only on receiving the prior approval of Bank.
3. Save and except for the "Limited Agency" created under this agreement the PR Agency appointed would be an independent party and that neither party is the legal representative of the other and further, the personnel of the PR Agency and other third Parties engaged to perform any services under this RFP are not the employee of Bank.

Right in intellectual Property and materials:

1. All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of Bank and paid for by Bank shall vest with Bank. Provided, that Bank would reimburse the Agency for any sum of money paid for assignment/licensing of the copy right as and by way of fee, charges, or otherwise as provide by the guidelines, regulation, rules, or policy of the professional body or association, with prior approval from Bank.
2. All concepts, communications, etc, created and conceived by the Agency on behalf of Bank, and involving name of Bank, shall not form part of any award or competition or promotion unless prior written consent of Bank has been obtained thereof.

Confidentiality:

Information provide under this RFP and Subsequent service agreement(if the Agency is selected)is confidential and the Selected agency shall not at any time either during the association or at any time thereafter divulge either directly or indirectly to any person(s), firm or company, business entity, or other organization whatsoever, any confidential information that the agency may acquire during the course of such association or otherwise concerning the Bank's business ,property, contracts, trade secrets, clients or affairs.

Indemnification:

All applicants under the RFP absolutely , irrevocably, and unconditionally hereby agrees and undertakes to indemnify and keep Bank and /or its Directors, officers, employees, agents, and representatives, for all times from and against all charges, cost, losses, claims, demands, and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by Bank and or its Directors, officers, employees, agents, and representatives due to reasons of

- (a) Breach, misconduct, omissions or
- (b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim

arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellectual property right.

Termination:

- a. In the event that disputes shall arise between the parties hereto on any matter/provision set out in this RFP and subsequent Service Agreement for the selected Agency, the parties shall try to resolve the matter amicably inter se. the defaulting party shall be given notice of 15 days to alter the situation and resolve the disputes or reverse the damage caused in any way.
- b. In the event, the defaulting party does not comply with its obligation, on the termination of the notice period, the other party shall be liberty to without further notice, and shall additionally have to right to claim any further rights available under the law, including without limitation, the right to damage.
- c. Upon termination of the agreement, the Agency would promptly hand over to Bank all deliverable items including work in progress, all "as is where is" condition subject to the mutual settlement of all money due and payable to them being paid. During the period of notification of termination, the Agency shall complete pending assignments and Bank shall agree to settle the dues in respect of assignments after completion thereof by the agency, except if specifically instructed by Bank to act otherwise.
- d. Bank would also have the right to terminate such service agreement with three months notice without assigning any reason.

Limitation of liability:

Save and except as provided in "Terms of Compensation" and "Termination" herein, neither Party shall be liable to the other for any lost revenue, lost profits or other incidental or consequential damages based on any breach or default under this agreement.

Survival:

In the event of the termination of the agreement (for the selected agency) in whole or in part, the clause titled "compensation", "Right in Intellectual Property & material", "indemnification" "confidentiality", and "limitation of liability" shall survive and continue in effect and shall ensure to the benefit of and be binding upon both parties, their successors and assigns.

Severability:

Each of the restriction is separate and severable from other. Any provision which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceable, without affecting in any way the remaining provision hereof.

Written Notice of change in name, from or control of either party:

The Agency would provide Bank with prompt written notice of any change in Agency's name, ownership, or form of organization. The Agency would also

provide Bank with prompt written notice of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligation under this agreement in a timely manner.

Force majeure:

If either Party is unable to perform its obligation under this agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, Riots, Bandhs, Government actions, Earthquakes, Cyclones, Typhoons, and other natural calamities etc. that the party will not be deemed to have defaulted under this Agreement. Each party would use all reasonable efforts to enable performance under this Agreement to continue.

The agency to conduct as good faith and as per good industry practice:

Notwithstanding anything contained in this Agreement. The Agency shall conduct its obligations as an agent in good faith and exercise reasonable care as per good Industry practice and for removal of doubt the degree of care shall in no way less than what it is required as if it were a principle. While acting as an agent the Agency shall be responsible to Bank for all Acts of negligence, and for consequences emanating from lack of exercise of reasonable care. The Agency is bound to supervise the proper execution of contracts entered by it on behalf of Bank as its agent.

Conflict of interest:

The agency shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to Bank all actual and potential conflicts that exist, arise or may arise in the course of performing the services after it becomes aware of that conflict.

Other conditions:

- 1.It is clarified that the services, as specified in the scope of services, shall be provided to Bank within the territorial jurisdictions of republic of India.
- 2.Bank shall have the right to avail Services from other agencies as well and this RFP do not confer any exclusive rights to any agency for services rendered/ to be rendered. Inter-se allocation of work between the agencies in such case would be the sole discretion of Bank and the decision of Bank in this regard shall be final.
- 3.The Agency shall in respect of the services, obtain prior written approvals from the designated authorized signatories of Bank, in all cases, in respect of the form, the manner, the extent and the wording of all publicity materials produced before taking any action under the agreement.

Bank has the right to reject all or any of the application without assigning any reason for the same.

Other miscellaneous activities associated with PR as may be required.

Other deliverables

- (i) Drafting all external communication matters including articles /speeches
- (ii) Media training for Bank Staff including spokes persons twice in a year.

(iii) Media audit/perception study and media planning once in a year

6.1 Softcopy of Proposal document

The softcopy of the RFP document will be made available on the bank's website.

The applicants who are submitting the proposal by downloading from the Bank's website will have to pay the non-refundable fee of Rs.5,000/- by way of a demand draft / bankers' cheque in favour of Bank of Maharashtra payable at Pune while submitting the bid.

6.2 In case a subsidiary company desires to apply with the financial backing of the parent company, the parent company would have to give a written undertaking that the parent company shall bear all financial or contractual liabilities of the subsidiary company and authorize them to submit the application on their behalf for considering them for selection.

6.3 The agency shall bear all the costs associated with the preparation and submission of application and the costs, if any, for subsequent selection process. BOM will in no case be responsible or liable for these costs regardless of the conduct or outcome of the selection process.

6.4 Amendments to this RFP document may be issued by BOM at any time, prior to the deadline for submission. Such amendments will be posted in BOM's website in the form of Addendum/ Corrigendum. The amendments, if any, to the RFP shall be deemed to form an integral part of RFP from the date of issue and shall be binding on the agencies.

6.5 BOM reserves the right to accept or reject any proposal and annul the RFP process and reject all applications at any time prior to selection of agency, without thereby incurring any liability to the affected agency / agencies or any obligation to inform the affected agency / agencies of the ground for BOM's action. BOM also reserves the right to re-issue the RFP without the agencies having right to object such re-issue.

6.6 The short listed agency to be called as selected agency, shall be required to enter into requisite Agreement(s) with BOM, within 15 days of the order (when provided) or within such extended period as may be specified by BOM. BOM has a right to cancel the shortlisted agency if the contract is not executed within a period of 15 days from the date of order, unless otherwise extended by BOM.

- 6.7 BOM will release Creative Brief for any specific project/ campaign and will invite limited applications from empanelled agencies for the specific projects/ campaigns. The selection of agencies for these projects/ campaigns will happen on the basis of Presentation made by Agencies in front of the Evaluation Committee and the commercial provided by the agencies for the project/ campaign.
- 6.8 A separate project contract/work order will be signed for each project.
- 6.09 selection does not guarantee allocation of work. The timeline for various assignments associated with the allocated work shall be intimated along with the creative brief for the work.
- 6.10 All Intellectual Property Rights in the planning, preparing strategy, developing creative ideas, developing and production of advertisement, publicity and other resource material etc. made in the course of performance of services by the empanelled agencies or its personnel involved in the task of BOM shall absolutely belong to BOM.
- 6.11 BOM will not make any advance payment. Payment shall be released after the execution of the project contract/work order as required by BOM. Agency should raise the invoice post execution of contract in the name of BOM. The payment shall be released within 45 days of invoice raised by Agency. All applicable taxes including Income Tax etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act.
- 6.12 If the deliverables are not found to be of good quality then the BOM will have the right to make suitable deductions from the payable amount or reject the media payment bill to the agency on its sole discretion, in addition to other remedies including claiming of damages. The decision of BOM in this regard will be final.
- 6.13 The empanelled agency shall not assign the work, whole or in part, to any other agency, even its own subsidiary or parent agency, to perform its obligation under the work order, without prior consent of BOM.
- 6.14 The appointment of agencies so selected will be for a period of **one years** with an option to extend the same by further two years subject to satisfactory execution of work(one year every time). The performance of the advertising agencies will, however, be reviewed every year and in case of unsatisfactory performance, the selection is liable to be terminated. The agreement may be

terminated by either party by giving not less than one month's notice to the other party.

7 Submission of Application

7.1 Applications once submitted cannot be withdrawn by the agency and the same will be treated as final.

7.2 The applications should be submitted in sealed envelopes duly superscribing "Proposal for selection of PR Agencies" and should be submitted to the Chief Manager, Marketing & Publicity Department, Bank Of Maharashtra Head Office, 1501, Lokmangal, Shivajinagar, Pune-411005 on or before 14.00 hrs on 22.01.2016

7.3 BOM may, at its discretion, extend the last date for the submission of applications, in which case, all rights and obligations of BOM and the agencies will thereafter be subject to the deadline as extended.

7.4 Any application received by BOM after the deadline for submission (i.e 22.01.2016 up to 14.00 hours) will be rejected and returned unopened to the sender.

7.5 Any effort by the agencies to influence BOM in submission, evaluation or contract award decision may result in the rejection of the agency's proposal. BOM's decision will be final and will be binding on all agencies.

8 Evaluation

8.1 BOM will examine the application to determine whether the documents submitted are complete, whether required information has been provided as underlined in the RFP response documents, whether the documents have been properly signed, and whether response to RFP is generally in order. Only those Agencies which comply with the Eligibility Criteria will be taken up for further evaluation.

8.2 The evaluation process would consider whether the Agency has requisite prior experience and expertise to address BOM's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone

behind the preparation of the RFP response, the degree of clarity, understanding of BOM's stated objectives and the level of commitment exhibited by the Agencies.

8.3 BOM may waive any minor informality, non-conformity or irregularity in the response to RFP that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Agency.

8.4 BOM will evaluate the applicants for the selection of Agency and will prepare a short list of 5 to 7 agencies based on performance parameters and information furnished in the application.

8.5 The shortlisted agencies will thereafter be called to make a creative presentation on a given brief before the Evaluation committee of BOM, who will make the final selection of agencies. The decision of the Evaluation Committee after going through the presentations of the advertisement agencies will be final.

9 Resolution of Disputes

9.1 This Agreement shall be governed by and construed in accordance with the laws of India.

9.2 All disputes or differences between BOM and the Agencies shall be settled amicably between BOM's representative and the Agency/Service Provider's representative. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Pune.

9.3 All dispute or differences whatsoever arising between BOM and the agencies out of or in relation to the construction, meaning and operation or effect of the Contract, with the agencies, or breach thereof shall be settled amicably.

9.4 In case of failure to resolve the disputes and differences amicably within 15 days of the receipt of notice by the other party, then the same shall be resolved as follows:

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this

contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."

9.5 The venue of the arbitration shall be at Pune, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

9.6 Work under the Project Contract/work order shall be continued by the empanelled agencies during the arbitration proceedings unless otherwise directed in writing by BOM unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Contract, no payment due or payable by BOM to the agency shall be withheld on account of the on- going arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

9.7 Any notice, for the purpose of this contract, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service, All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

The applicants, who fulfill the eligibility criteria mentioned in "Qualification Criteria" of the proposal, will only be eligible for further process i.e. technical evaluation.

Annexure 4

Check List of documents to be enclosed

- 1 Brief profile of the PR agency, profile of management team, senior executives, personnel, experience in the field etc
- 2 Registration certificate of incorporation
- 3 Organizational structure of the agency
- 4 Details of membership with any other professional organization association

- 5 Copies of income tax / service tax returns of the last three years certified by chartered accountant
- 6 Experience in advertising and public relations work relating to Banking and finance handled in the last three years. (Attach relevant documents)
- 7 List of clients (Government, Public sector undertaking, Private sector etc.) and reference credentials from at least three active clients.
- 8 Self declaration of not being blacklisted in the last 1 year by any Central/State Government / Public Sector Undertaking
- 9 Self declaration of not having defaulted in paying dues to media houses, Banks and Tax authorities.
- 10 Self declaration stating the capabilities of the agency to deliver campaign focused on Metro/ Urban/rural masses / areas in major Indian languages.