



Bank of Maharashtra

REQUEST FOR PROPOSAL FOR Empanelment of Advertising / Media Buying Agency

PROPOSAL REFERENCE 03/2019-20





Cost of Proposal Document: Rs. 5,000/- (non-refundable)

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Abbreviations	
BOM	Bank of Maharashtra
RFP	Request For Proposal
DD/PO	Demand Draft/ Pay Order
EMD	Earnest Money Deposit
PR	Public Relations

1. Invitation for RFP offers

Bank of Maharashtra (BoM) desires to empanel advertising and media buying 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.

BoM invites sealed application/ proposal from eligible, reputed agencies for empanelment purpose. A complete set of RFP which includes applications/proposal documents alongwith a non-refundable fee of Rs. 5,000/- (Rupees Five thousand only) by demand draft / banker's cheque in favor of Bank of Maharashtra and payable at Pune. An application form can be downloaded from Bank's website- www.bankofmaharashtra.in. Payment by way of DD/PO at the time of submission of proposal.

Important information regarding application/ proposal submission

Proposal Reference number	
Price of Proposal Copy	Rs. 5,000/-
Earnest Money Deposit (EMD)	Rs. 1,00,000/-
Start Date	27.02.2020 - 10.00 AM
Queries to be mailed by	09.03.2020 up to 17.00 hours
Queries in prescribed format to be mailed to	agmmkt@mahabank.co.in ; cmmktg@mahabank.co.in ;
Pre-submission meeting with Applicants	16.03.2020 at 11:30 hours
Last Date and Time for receipts of Application/ proposal offers	26.03.2020 up to 12:00 hours
Time and Date of Opening of proposal bids	27.03.2020 at 11.00 hours
Place of Opening proposal offers	Bank of Maharashtra Marketing & Publicity Department, Head Office, 1501, Lokmangal, Shivaji Nagar, Pune – 411 005.
Address for Communication	As above
Contact Land line numbers:	Email: agmmkt@mahabank.co.in cmmktg@mahabank.co.in Phone : 020 – 25614354; 25614285

Please note that the prospective applicant needs to download the RFP document from the Bank's website, the cost of proposal document should be paid along with the proposal response by way of DD/PO favoring Bank of Maharashtra payable at Pune. However, in order to participate in the pre-submission meeting, the applicant must submit proposal document alongwith DD/PO in advance.

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.

This tender document is not transferable. Only the bidder, who purchased this tender is entitled to quote.

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.

**Assistant General Manager
Marketing & Publicity**

2. Introduction

Bank of Maharashtra is a premier Public Sector Bank with a standing of 85 years. It has a three tier organizational set up consisting of branches, Zonal Offices, and Head Office. The Bank has more than 1846 branches all over India. In the state of Maharashtra itself, it has more than 1200 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 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, Banc assurance 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 empanel the advertising agency for 360-degree solution in the field of advertising and publicity.

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 addendum, 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 empanel advertising & media buying 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. Presently Bank has four empaneled agencies and through this RFP, Bank proposes to empanel 4 (four) advertising agencies & 2 (two) Media Buying agencies in addition to existing agencies.

4. Scope of Work

BOM advertisement and publicity campaigns are in the following media form:

Electronic: Television, Radio, Train/Bus/other Announcements, all Digital/Social media including Internet, Financial Websites/ portals, E-mailers, YouTube, WhatsApp, Twitter, Pinterest, Facebook, Mobile phone communication, etc.

Print: Newspapers (National and regional), magazines, Directories, pamphlets, leaflets, brochures, invitation cards etc.

Outdoors: Posters, hand-outs, banners, hoarding, display panels, Bus Shelter, Airport Display, Bus Wrap, Train Wrap, Taxi/ Auto Wrap, Outdoor LED, Wall Paint, Shutter paint etc.

Entertainment: Cinema halls including multiplexes

Programmes / Events: stalls in exhibitions, street plays, Backdrop and publicity in seminars, workshops, meetings, etc.

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

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

- Audio and Video advertisement through TV commercials / Promos, Radio jingles and audio clips, Short films/documentaries etc.
- Print advertisement of different sizes and languages (Tenders, Notices, Recruitment, Financials, Corporate publicity, Product and Services publicity, Gazette Notification, Annual reports, calendars, diaries, etc.)
- Digital media advertising (Websites, banners, e-mailers, social network/ media, SMS, Caller tunes etc.)

- Outdoor Publicity – Hoardings, posters, banners, leaflets, stage backdrop, booklet cover design, calendars, brochures, statutory ads and page layout etc.
- Communication material for programs and events including press briefings
- Design and production of House Journal / Newsletters.
- Proper licensing to use images from the databases.
- 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 like PR activity, event management, magazine production etc. will be an added advantage but not a necessary condition for empanelment.

Media Planning / Buying Work

Media Planning

1. Understanding of Bank's creative note and message.
2. Understanding the Bank's target audience.
3. Competitor analysis and suggesting suitable media strategy for the Bank.
4. Identification of Suitable Media and media vehicles Print, Electronic, TV, radio ooh etc..
5. Planning the media by maximizing exposure among chosen Target audience
6. Ensuring suggested Media Plan is based on proper internal study based involving IRS/BARC and other available data
7. Agency to work on media plans for reaching maximum geographic areas at competitive rates based on the requirement of the bank.

Media buying

1. negotiating with media owner for media cost.
 2. Adjusting media plans and making it cost effective.
 3. Scheduling the communication in various media.
 4. Implementation certification, archiving billing etc.
 5. Provide prevailing rate chart to the Bank for various Media vehicles along with rate compensation on monthly basis.
 6. Submit details of savings in terms of card rate and Negotiated rate provided to Bank on Monthly Basis.
- Planning media campaigns for our bank along with cost benefit analysis.
 - Event management Support for arranging events like launch of new products conferences /AGM/ Exhibitions etc.
 - Giving Support in PR activities,
 - Execution of media releases as required by the Bank

5. Eligibility Criteria

The Agencies should qualify the following necessary eligibility criteria and possess the required experience, resources and capabilities in providing services necessary to meet the requirements indicated above in the RFP document. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluation.

5.1 The agency should have accreditation from Indian Newspaper Society (INS) and Prasar Bharati and in force for the last three years. The agency having membership of Advertising Standards Council of India (ASCI) or Advertising Agencies Association of India (AAAI) shall be preferred. Copy of INS & AAI accreditation should be submitted. Bank reserves the right to verify the same.

5.2 The agency should be a registered legal entity having a Pan India presence with office at least in 3 major metros. The agency should have full-fledged office in Mumbai and preferably one office in Pune. There should be some resources at least in Pune for Coordination with the Bank, when required.

5.3. The agency should have experience of at least 10 years of working in Advertising field, preferably with Banking Industry. Advertising agency, Media Buying agency must have with sufficient staff strength, with full back office support of technical staff, creative director, visualisers, designers, copywriters, media planners etc.

5.4 The agency should have a minimum average annual turnover of Rs. 15 crore and minimum net worth of Rs. 100 lakh in each of the last three years (2016-17 to 2018-19) as per audited balance sheet.

5.5 The agency should be an empaneled agency by at least two of the Government / Public Sector Undertaking / Banks and financial Institutions for a minimum period of two years. Certificate from the concerned Government / Public Sector Undertaking / Banks and financial Institutions to be attached for having successfully completed the job assigned to their satisfaction.

5.6 The Agency should not be blacklisted in the **last 5 years** by any Central /State Government / Public Sector Undertaking including Banks.

5.7 The agency should not have defaulted in paying dues to media houses, Banks and Tax authorities.

5.8 The agency should have capabilities of delivering campaign focused on rural/semi-urban/urban/metro masses / areas in major Indian languages.

5.9 Additional weightage will be given to agency which is awarded by Govt., state/national/ international federations/ associations.

6. Terms and Conditions

6.1 The agencies should adhere to all instructions and submit all relevant information and documents which have been specified in the RFP. Submission of applications which are not complying with the instructions will result in its rejection.

6.2 The applications shall be typed, office seal affixed and signed by the duly authorized person.

6.3 “The agencies shall not use the name, logo, photo of Bank in their pad, Visiting Card, Hoarding, Board, Banner etc., shall not part with any confidential information of Bank to third party, Failure of which shall be considered as a breach of terms if this Agreement.”

6.4 Non-transferable Tender/application/proposal form

This tender document is not transferable. Only the bidder, who has purchased this tender, is entitled to quote.

6.5 Softcopy of Proposal document

The softcopy of the RFP document will be made available on the bank’s website. However, Bank of Maharashtra shall not be held responsible in any way, for any errors/omissions/mistakes in the downloaded copy. The applicant is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.

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 favor of Bank of Maharashtra payable at Pune while submitting the bid.

6.6 Pre-submission Meeting (at 11.30 AM on 16.03.2020)

For the purpose of clarification of doubts of the applicants on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-submission meet on the date and time as indicated in the RFP. The queries of ALL the applicants should reach in writing or by e-mail on or before 09.03.2020 on the address as mentioned above. It may be noted that no queries of any applicant shall be entertained after the Pre-submission meet. The clarifications given in the Pre-submission meeting will be available on the Bank’s Website also.

Only the authorized representatives of the applicants who have submitted the application fee as mentioned in the RFP will be allowed to attend the Pre-Submission meeting.

6.7 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 empanelment.

6.7 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.

6.8 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 Addenda/ Corrigenda. 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.

6.9 BOM reserves the right to accept or reject any proposal and annul the RFP process and reject all applications at any time prior to empanelment of agencies, 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.

6.10 The shortlisted agencies to be called as empaneled agencies, 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. Draft of agreement will be provided by the Bank along with offer letter and same shall be binding for the agency without any changes.

6.11 BOM will release Creative Brief for any specific project/ campaign and will invite limited applications from empaneled 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.

6.12 A separate project contract/work order will be signed for each project.

6.13 Empanelment does not guarantee for allocation of work. The timeline for various assignments associated with the allocated work shall be intimated along with the creative brief for the work.

6.14 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 empaneled agencies or its personnel involved in the task of BOM shall absolutely belong to BOM.

6.15 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. Agency must raise bill within 45 days from the date of job completion and bank reserves 15 days to raise discrepancies if any in the invoice. Invoice raised after 60 days will not be considered for payment by bank at any circumstances.

6.16 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.

6.17 The empaneled 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.

7 “Term” and Termination”

7.1 The empanelment of agencies so selected will be for a period of three (03) years with an option to extend the same by two years subject to satisfactory execution of work.

7.2 The performance of the advertising agencies will, however, be reviewed every year and in case of unsatisfactory performance, the empanelment is liable to be terminated.

7.3 Bank may terminate this Agreement by giving (30) days written Notice to the other Part, if the other party (i) commits a material breach of any provision of this Agreement and fails to cure within fifteen (15) days after the termination party demands such cure, (ii) becomes insolvent or assigns, all or substantially all of its assets or business for the benefit of the creditors, (iii) resolves to wind up business, dissolve or liquidate or (iv) otherwise ceases to conduct business.

7.4 The Parties shall, in the event of termination, destroy all copies of related confidential information and delete the same from their systems immediately upon the confidential information coming to their possession.

8. “Force Majeure”

8.1 “Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to act of God or government act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil, commotion, war, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of affected party.

8.2 Each party agrees to give to other a Fifteen (15) calendar days’ written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details if circumstances giving rise to the event of force majeure.

8.3 If the event of force majeure continues for a period of more than Thirty (30) consecutive days then either party may have upon written notice of such termination to the other party.”

9. “Governing Laws”

9.1 “ This RFP shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.”

10. “Non-Disclosure”: It is hereby agreed that all the parties in this RFP hereby agree as follows.

10.1 Bidder shall hold all information about this tender and /or information gathered about the Bank through this process in strict confidence with same degree of care with which Bidder protects its own confidential and proprietary information. Bidder shall restrict disclosure of the information solely to its employees, agents, and Sub-contractors on a need to know basis and advise those persons of their obligation hereunder with respect to such information.

- i) To use the information only as needed for the purpose solely related to the Project;
- ii) Except for the purpose of execution of this RFP, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iii) Bidder shall not disclose any information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the contractor in any future tendering process of the bank.
- iv) Any information considered sensitivity must be protected by the Bidder from unauthorized disclosure or access.

11. “SEVERABILITY”:

11.1 If any of the provisions of this RFP document may be constructed in more than one way. One of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.

11.2 In the event any court or other government authority shall determine any provisions in this RFP is not amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.

11.3 In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or areas of application as may be required to make such provisions valid and effective, provided however, that required on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provision revoked. Notwithstanding the limitation of this provision by the law for the time being in force, the parties undertake to, at all times observe and be bound by the spirit of this RFP.

12 Submission of Application

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

12.2 The applications should be submitted in sealed envelopes duly super scribing “Proposal for Empanelment of Advertising / Media Buying 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 12.00 NOON on 26.03.2020.

12.3 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.

12.4 A pre-submission meeting will be organized at 11.30 AM on 16.03.2020.

The general queries will be addressed in this meeting. Agencies may also send queries by email to cmmktg@mahabank.co.in. No queries of any kind will be entertained after 5 PM on 09.03.2020. The consolidated responses to queries will be posted on the BOM website.

12.5 Any application received by BOM after the deadline for submission (i.e., 26.03.2020 up to 12.00 hours) will be rejected and returned unopened to the sender.

12.6 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.

12.7 The acceptable mode of submission of application in given format – through courier or registered AD.

12.8 Language of Application – English

12.9 Already empaneled agencies need not participate or submit applications.

12.10 The validity of the selection shall be for one year from the date of selection.

13 Evaluation

Bank will formulate committee(s) for making technical & commercial evaluation.

13.1 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.

13.2 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.

13.3 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.

13.4 BOM will evaluate the applicants for the Empanelment of Agency and will prepare a short list of 5 to 7 agencies for advertisement & 2 to 3 agencies for media buying based on performance parameters and information furnished in the application.

13.5 The shortlisted agencies will thereafter be called / E-mailed 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.

13.6 Each recipient acknowledges and accepts that the Bank may in its sole and absolute discretion, apply whatever criteria it deems appropriate in the

selection of advertising and media buying agencies not limited to those selection criteria set out in this tender document.

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

13.8 Agency evaluation

- Recent creative work done for other banks for print media
- The agency's under landing of the needs of the financial sector especially of BOM.
- Recent posters / brochures on products designed by them for other banks.
- TV Commercials / Radio jingles made by them for other corporate.
- Availability of infra facilities.
- Media buying capabilities.

14. Terms and Award of Work

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

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

15. Resolution of Disputes

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

15.2 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.

15.3 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.

15.4 In case of failure to resolve the disputes and differences amicably within 30 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.”

15.5 In case of appointment of Arbitrator, he be appointed by Bank at its sole discretion who shall be an official of the Bank and of Rank of Deputy General Manager and his decision shall be final and binding on both the parties.

15.6 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.

15.7 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.

15.8 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.

16 Indemnity Clause

The agency shall fully indemnify, defend and hold Bank of Maharashtra harmless from and against all claims, liabilities, losses or damages, recoveries, proceeding, damages actions, judgements, costs, charges and expenses which may be made or bought or commenced against Bank Of Maharashtra or which Bank may have to bear, pay or suffer directly or indirectly in connection with any breach of terms and conditions of contract by the agency or its agents, employees, officers or any matter arising upon or by virtues of the contract.

Annexure 1

(On Agency's Letter Head)

Application Form

Date: dd/mm/yyyy

To

The Chief Manager,
Marketing & Publicity Department,
Bank of Maharashtra, Head Office,
1501, Lokmangal,
Shivajinagar, Pune – 411005

Dear Sir,

Empanelment of Advertising / Media Buying Agencies

We have gone through the Request for Proposal (RFP) dated **27.02.2020** and the details posted on the BoM's website. We hereby submit our application for empanelment of advertising / media buying agency of BoM and we agree to offer Media and advertisement related services to you as per the terms and conditions specified in the RFP and to abide by the terms and condition specified therein.

While submitting this Application, we certify that the information/data/particulars furnished in our application are factually correct.

If our Application is accepted, we undertake, to start the work at national and at regional level as per the job assigned by BoM.

We understand that BoM reserves the right to accept or reject any or all applications at any time without assigning any reasons.

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

Eligibility Criteria response

(Please tick mark the appropriate column)

Sr.	Requirement	Available	Not available	Self Marking	Total Marks
1	Accreditation from Indian Newspaper Society (INS), Prasar Bharati and in force for the last three years				15
2	Membership of Advertising Standards Council of India (ASCI) or Advertising Agencies Association of India (AAAI) (preferable)				15
3	Registered legal entity having full- fledged office in Mumbai / Pune having a minimum staff of 25 persons with relevant				15
4	Agency should have been existence for minimum 5 years Minimum average annual turnover of Rs. 15 crore Minimum net worth of Rs. 100 lakh in each of the last three years (2016-17 to 2018-19) as per audited balance sheet				15
5	Empanelled agency in at least two of the Government / Public Sector Undertaking / Banks & financial Institutions.				10
6	Self-declaration of not being blacklisted in the last 5 year by any Central/State Government/ Public Sector Undertaking				5
7	Self-declaration of not having defaulted in paying dues to media houses, Banks and Tax authorities.				5
8	Self-declaration stating the capabilities of the agency to deliver campaign focused on Metro/ Urban/ Rural masses / areas in major Indian languages				5
9	State Level award				2
10	National Award				3
11	International Award				5
12	Govt. Award				5

Minimum qualifying marks 60 out of 100



Annexure 3

Check List of documents to be enclosed

- 1 Brief profile of the Advertising agency, profile of management team, senior executives, creative personnel, experience in the field etc in addition to details provided in Annexure 2
- 2 **“Registration certificate of incorporation/Certificate under Shop establishment Act/Registration of Partnership.”**
- 3 Organizational structure of the agency
- 4 Details of accreditation/membership with INS / AIR / Prasar Bharti / ASCI /AAAI etc. documentary proof along with current status
- 5 Details of membership with any other professional organization/association
- 6 Solvency certificate for an amount of Rs. 100.00 Lakh from your banker and your permanent account number. Published balance sheet certified by a chartered accountant for the past three years i. e. 2016-17, 2017-18 and 2018-19
- 7 Copies of income tax / service tax returns of the last three years certified by chartered accountant
- 8 Details of agency’s annual business for the past two years with major media houses such as The Times Group, The Hindustan times, The Indian Express Group, Doordarshan, CNBC TV16, Zee Group, Sony group etc.
- 9 Experience in advertising and public relations work relating to Banking and finance handled in the last three years. (Attach relevant documents)
- 10 List of clients (Government, Public sector undertaking, private sector etc.) and reference credentials from at least three active clients.
- 11 Details of experience in any other mode of advertising, awareness campaign and publicity.
- 12 Self-declaration of not being blacklisted in the last 5 years by any Central / State Government / Public Sector Undertaking
- 13 Self-declaration of not having defaulted in paying dues to media houses, Banks and Tax authorities.
- 14 Self-declaration stating the capabilities of the agency to deliver campaign focused on Metro/ Urban/rural masses / areas in major Indian languages.

Annexure 4

Format of Application for Empanelment of Advertising Agencies:

[Separate sheets may be used to furnish details as per the following format.]

1. Name of the Advertising Agency:
2. INS Accredited Agency (Yes / No): [Attach proof]
3. Full Address (with telephone number, e-mail and fax number):
4. a) Constitution (Partnership / Private Ltd. / Public Limited Company):
b) Details of Partners / Directors:
5. Year of incorporation:
6. Profile of Creative Directors / Copy Writers:
7. Annual Billing/Turnover (for the last three years):

Particulars	2016-17	2017-18	2018-19
Annual Billing / Turnover above Rs. 15 crore and above [Yes or No (Tick)]	(Yes / No)	(Yes / No)	(Yes / No)
Annual Billing / Turnover (Amount in Rs. Crore)			
Net Profit			

[Attach proof for the above (supported audited documents).]

8. a) whether having Offices in the following Centers /Cities: Yes / No [tick]

Mumbai	Pune	New Delhi	Chennai	Kolkata	Bangalore
(Yes / No)					

Agency to have a Pan India presence with office at least in 3 major metro cities. The agency should have full-fledged office in Mumbai and preferably one office in Pune.



b) No. of Branches / Places:

Sl. No.	Name of the place with address	Whether full-fledged office or representative office	No. of Staff	
			Creative / Copy writing	Administration

9. a) whether servicing Public Sector Bank Account in the Current Portfolio? : Yes / No

b) If Yes, furnish details as below [enclose supporting material]:

Sl. No.	Name of the Public Sector Bank	Years [period]	Billing/s (Rs.)	Major campaigns handled

c) Names of other major accounts (clients) handled, along with their brief profile [Enclose Certificates / Testimonials, if any]:

11. Details of experience in making Television Commercials / Corporate Films [Enclose CDs, if any]:

Sl. No.	Name of the Bank / Organization	Product	Nature of campaign	Billing

12. Details of Awards won (if any):

Sl. No.	Name of Award	Year of Award	Award instituted by	Whether State/ National / International/ Govt./ association/ federation

13. a] Any separate outfit for Media Buying, if any [Full Details]:
b] Any separate outfit for Event Management, if any [Full Details]:
c] Any separate outfit for Corporate Communications/ PR, if any [Full Details]:
14. a] Any separate outfits for BTL activities.
b] Details of any other activities handled by the company
15. List of enclosures [tick]
- a] INS accreditation certificate
b] Audited financial statements for the last three years
c] Proof of handling at least one Public Sector Bank in the current portfolio.
d] List of major clients with certificates / testimonials or any other proof
e] Latest Income Tax and Sales Tax clearance certificates
f] Copies of awards received
g] Others [specify]

Terms and Conditions:

1. The application for empanelment should be signed by the authorized signatory verifying that all the details furnished in the application are true and correct to the best of his/her knowledge. In case of furnishing of any false information or suppression of any material information, the application shall be liable for rejection besides initiation of penal proceedings by the Bank, if it deems fit.
2. The Bank reserves the right to add / delete / modify any terms and conditions besides reserving the right to accept or reject the applications. Accepting the application by the Bank would not guarantee empanelment.
3. The offers not meeting the qualifying requirement may be summarily rejected. Only shortlisted Ad Agencies will be called for presentation.
4. The shortlisted Agencies will be required to make presentation before the Panel. The panel will evaluate the presentations made by the agencies based on the following parameters:

[1] Infrastructure & Strength	[2] Understanding Bank of Maharashtra's Business	[3] Result Oriented Solutions
30 Marks	35 Marks	35 Marks
<p>1.1] Location /Locations of the Advertising Agency.</p> <p>1.2] Strength of client servicing & creative team for Bank of Maharashtra</p> <p>1.3] In-house media buying division of the Agency & their Media rates (negotiating Skills)</p> <p>1.4] List of Corporate clients, Banks & Public Sector Banks (during last three years</p> <p>1.5] Creative campaigns Undertaken of Corporates & Banks in the last 2 years [Print, Electronic (Radio, TV & Internet).</p> <p>1.6] Corporate Films, Brochures & any other special Communication material of the Corporate & Banks</p>	<p>2.1] Corporate advertisements for the Bank– at least two options</p> <p>2.2] Product & Service advertisements of the Bank - at least five options</p> <p>2.3] CSR advertisements for the Bank – at least two options</p> <p>2.4] Outdoor branding</p> <p>2.5] Posters, Leaflets, Banners etc. Creative Options.</p> <p>2.6] Scratch for Brochure designs / Corporate Film or any other innovative communication method etc.</p>	<p>3.1] Special campaigns in print & electronic media</p> <p>3.2] Identifying target areas for brand building</p> <p>3.3] Increase visibility of brand Bank of Maharashtra – propose [Theme & method of execution]</p> <p>3.4] PR & Event Management Strengths</p>

5. The empanelled agencies shall abide by the terms and conditions stipulated by the Bank from time to time.

6. The Bank reserves the right to terminate the empanelment of the agency/agencies at any time without assigning any reason whatsoever.

7. The Bank also reserves the right to alter the eligibility terms & conditions. Selection of agencies is at the sole discretion of the Bank.

I/We certify that the above information provided by me/us are true to the best of my/our knowledge. I/We have also read the terms and conditions listed above and shall abide by the same.

Date: _____ Place: _____
Authorized Signatory, [Name & Designation]