



Request For Proposal (RFP)

For

Appointment of Advertising Agencies

RFP REFERENCE NO. CSPD/CC/02/2019-20

DATED: 24/05/2019

**IDBI BANK LIMITED,
IDBI TOWER, WTC COMPLEX,
CUFFE PARADE,
MUMBAI – 400 005.**

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1. Disclaimers

The information contained in this Request for Proposal (RFP) document or information provided subsequently to the bidder(s) or applicants whether verbally or in documentary form, by or on behalf of IDBI Bank Limited (**IDBI Bank/Bank**), is provided to the bidder(s) 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 document is not an agreement and is neither an offer nor an invitation to offer by IDBI Bank. This RFP is to invite proposals from applicants ("**Bidders**") who are qualified to submit their proposals (**Bids**). The purpose of this RFP is to provide the Bidder(s) with information and to assist them in formulation of Bids. This RFP does not claim to contain all the information, which each Bidder may require. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. IDBI Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment. IDBI Bank does not undertake to provide any Bidder with access to any additional information or to update the information in this RFP document or to correct any inaccuracies if any therein, which may become apparent. IDBI Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be intimated or made accessible to all Bidders or can be accessed in website of IDBI Bank. Any information contained in this RFP document will be superseded by any later written information on the same subject made available/accessible to Bidder(s) by IDBI Bank.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further, IDBI Bank also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

IDBI Bank reserves the right to reject any or all the Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process.

2. Bid Details & Process of Selection

Name of the Company	IDBI Bank Limited (hereinafter referred to as “ IDBI Bank ” or “ the Bank ”)
Address for Communication	Mrs. Padma Betai Chief General Manager, Corporate Strategy & Planning Department, IDBI Tower, 19 th Floor, WTC Complex, Cuffe Parade, Mumbai- 400005. Email: p.betai@idbi.co.in Tel no. 022-22154134
Website address of IDBI Bank Limited	www.idbi.com

2.1 Process of Selection:

The process of selection of successful Bidder would be as follows:

- a) Issue of RFP
- b) Submission of Pre-bid queries
- c) Pre-bid Meeting for discussion/ clarification on pre-bid queries
- d) Submission of Bids
- e) Opening of Eligibility & Technical Bids
- f) Presentations of the Bidders meeting eligibility criteria with selection committee -Technical Score
- g) Opening of financial bids of the Bidders that are technically qualified (Technically qualified Bidders will be ones that have scored above the predefined threshold decided by the Bank) – Financial Score
- h) Award of contract based on combined score of the Bidder in the ratio 70:30 for technical and financial score respectively.

Activity	Date, Time & Place
Date of Issuance of RFP	May 24, 2019
Last date for written request for any clarifications/ Pre-bid queries	May 31, 2019 (3PM)
Pre-Bid Meeting	June 06, 2019 (Time: 3 PM) IDBI Bank Ltd., Mezzanine Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai

Last Date for submission of bids	June 14, 2019 (Time: 3 PM) IDBI Bank Ltd., Ground Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai
Opening of Bids (Eligibility & Technical)	June 14, 2019 (Time: 3.30 PM) IDBI Bank Ltd., Mezzanine Floor, IDBI Tower, WTC Complex, Cuffe Parade, Mumbai
The eligible Bidders, who would qualify as per the eligibility criteria in Clause 6 herein below would be informed by the Bank through e-mail. Subsequently, these eligible Bidders would be invited for presentation to the appointed internal committee. The technical proposals including presentation shall be evaluated based on parameters given in Clause 9 and the bidder /s securing minimum 70% as per the scoring given in Clause 9 shall be considered as qualified for opening of Financial bid which shall be opened subsequently.	
Discussion / Presentation with the selection committee	Presentation between June 24, 2019 and June 26, 2019. Exact schedule to be informed to eligible Bidders.
Opening of Financial bids	Will be informed only to the qualified agencies in due course.

Note:

- 1. IDBI Bank reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on the Bank's website.**
- 2. This bid document is not transferable.**
- 3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.**

All timings are in IST – Indian Standard Time =GMT+5.30 Hours

2.2. RFP Validity period

RFP responses will remain valid and open for evaluation according to their terms for a period of **at least 90 days from the last date of submission of bids.**

The Bank shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder / s for future requirements on the rates finalized in this processing for various items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension period of validity.

2.3. Communication on the RFP

Recipients are required to direct all communication for any clarification related to this RFP, to the RFP Coordinator mentioned below:

Mrs. Padma Betai
Chief General Manager, Corporate Strategy & Planning Department,
IDBI Bank Ltd,

IDBI Tower, 19th Floor,
WTC Complex, Cuffe Parade,
Mumbai- 400005.
Email: p.betai@idbi.co.in
Tel no. 022-22154134

All queries relating to the RFP, technical or otherwise, must be by email only and will be entertained by the Bank only in respect of the queries received upto the date and time specified in the section Bid Details. The Bank will respond to all the queries in the pre bid meeting.

Bank may, in its absolute discretion, seek but shall be under no obligation to seek, additional information or material from any bidders after the closure of RFP and all such information and material provided will be taken to form part of that bidders response.

2.4. Application Money

The Bidder shall submit **Application Money of INR 5,000** (Rupees Five thousand only) by way of Demand Draft issued in favour of IDBI Bank Ltd, payable at Mumbai, which is non- refundable along with RFP response. The Bank may, at its discretion, reject any Bidder where application money has not been furnished with the bid documents.

2.5. Bid Earnest Money

The Bidder shall submit Earnest Money Deposit (EMD) by way of Demand Draft of INR 2,00,000/- (Rupees Two lakh only) issued by any bank in India, in favour of IDBI Bank Ltd, payable at Mumbai along with the bid documents. EMD will be returned within 30 days on completion of the entire selection process.

The Earnest Money Deposit amount of a Bidder shall be forfeited by the Bank if the bidder withdraws its bid during the RFP validity period.

2.6. Exemption for Submission of Earnest Money Deposit

Micro & Small Enterprises registered with National Small Industrial Corporation (NSIC) and having single point registration are exempt for payment of EMD to the extent of monetary limit stated in the registration certificate. The tenderer should submit the valid certified copy of NSIC registration certificate/ Udyog – Aadhar renewal certification. Photocopy of application towards registration / renewal is not acceptable.

3. Definitions

- a) “IDBI Bank/ Bank” means IDBI Bank Limited, a company incorporated Companies Act, 1956 (1 of 1956) and within the meaning of Section 2 (20) of the Companies Act, 2013 (18 of 2013) and a banking company under section 5 (c) of the Banking Regulation Act, 1949, which has invited the bids for appointment of Advertising Agencies, and with which the selected bidder signs the contract for the services to be rendered and to whom the selected bidder shall provide services as per the terms and conditions and terms of reference of the contract.
- b) “Bidder/ Applicant/ Agency” means the entity or firm who is submitting its proposal for providing services to Bank.
- c) “Partner” means a partner as defined under Partnership Act 1932 and also includes a professional sharing profit in a firm/ LLP under the Limited Liability Partnership Act 2008.
- d) “Proposal/ Bid” means the technical proposal and the Commercial/Financial proposal.
- e) “RFP” means this “Request For Proposal” prepared by Bank for the empanelment/ appointment of Advertising Agencies.
- f) “Assignment” or “Project” or “Services” or “Job” means the work to be performed by the Advertising Agency pursuant to the contract.
- g) “Terms of Reference (TOR)” means the section included in the RFP (at **Sr. No. 7**) which explains the scope of work, activities, tasks to be performed, etc.
- h) “Contract” or “agreement” means the contract signed by the parties and all the attached documents and the appendices.
- i) “Day” means a calendar day.
- j) “Parties”- Party or Parties means Bank or Bidder/Selected Bidder/Agency or both as the case may be.
- k) “SLA” – Service Level Agreement to be executed by the selected agency.
- l) “ATL” – Above the Line activities.
- m) “BTL” – Below the Line activities.
- n) “A/V” – Audio-Visual.

4. Overview of IDBI Bank

IDBI Bank Ltd., since its inception in 1964, has essayed a key nation-building role, initially as a Development Financial Institution (DFI) and thereafter, as a full-service commercial bank. Headquartered in Mumbai, the Bank offers an entire gamut of personalized and innovative banking product and services to its corporate, retail, MSME and agri clients through its network of Branches and ATMs and its digital delivery channels. The Bank has been able to increase the share of CASA Deposits in Total Deposits and have also achieved all the regulatory targets for Priority Sector Lending (PSL). Few of the business highlights are enumerated below:

- The Bank had an aggregate Balance sheet size of Rs. 332690 crore and total business of Rs. 382486 crore as on December 31, 2018.
- Presence in 1,407 locations in India.
- As on December 31, 2018, the Bank's network stood at 1,894 branches (including one overseas branch at Dubai International Financial Centre (DIFC), Dubai, UAE, one International Banking Unit (IBU) at GIFT, Gujarat) and 3,713 ATMs.

The broad list of products and services offered by the Bank is mentioned below:

- Retail Banking Products
- Priority Sector Products
- Corporate Banking Products
- Transaction Banking Products
- Treasury Products
- Third Party Distribution Products, including bancassurance

IDBI Bank Ltd. presently has 5 subsidiaries viz.,

1. IDBI Capital Market Services Ltd.
2. IDBI Intech Limited
3. IDBI Asset Management Company Ltd.
4. IDBI MF Trustee Company Ltd.
5. IDBI Trusteeship Services Ltd.

On January 21, 2019, Life Insurance Corporation of India (LIC) has completed acquisition of 51% stake in IDBI Bank, effectively making it the majority shareholder of the Bank.

5. Invitation

The Bank invites Proposals (the “Proposals”) for empanelment/ appointment of Advertising Agencies as per the Terms of Reference given in **Sr. no.7**. Bidders/Applicants are invited to submit their proposal in response to this RFP. The eligibility criteria and process of evaluation of the proposals in response to the RFP and subsequent selection will be entirely at Bank’s discretion. The Bidders/ Applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to adhere to the Bank’s requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by IDBI Bank Limited, but an invitation to receive responses from the potential Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of IDBI Bank Limited with the Successful Bidder.

6. Eligibility Criteria

6.1 Minimum Eligibility Criteria

A list of Qualifying Requirements (QRs) and the supportive documents that need to be submitted is given below. Any Agency not meeting any of the following QRs or not submitting any of the documents shall be rejected. Only those agencies who satisfy all the Qualifying Requirements would be eligible for being called for giving presentation.

Sr No	Qualifying Requirement (QR)	Documents to be enclosed
(a)	The Agency should have been in existence in India since April 01, 2014 or earlier (including min. 2 years in social media advertising) with ability to service the client through their office in Mumbai. Agency should not be an Individual / Proprietary Firm / HUF.	Certificate of Incorporation/ Constitutional Documents
(b)	The Agency must have a Gross capitalized billing of at least Rs.75 crore (Rupees Seventy Five Crore) during each of the three previous financial years i.e FY 2015-16, FY 2016-17 & FY 2017-18.	Suitable certification by Statutory Auditors. Billing from Agency Services only will be considered. [Specifically, billing from proprietary deals (such as outdoor rentals) will not be considered.]
(c)	The Agency should have Net Profit and positive Net Worth during previous three financial years i.e FY 2015-16, FY 2016-17 & FY 2017-18.	Suitable certification by Statutory Auditor.

Sr No	Qualifying Requirement (QR)	Documents to be enclosed
(d)	The Agency should have worked with at least two banks (of which at least one should be a PSU Bank) for last three financial years (i.e FY 2016-17, FY 2017-18 & FY 2018-19) with satisfactory performance for the services specified in this RFP.	Certification of satisfactory performance (not more than 1 month old) by the banking clients (of which at least one should be PSU Bank) as per Annexure III.
(e)	The Agency should not have been penalised or found guilty in any court of law and the Agency shall not have been blacklisted / debarred by any Central / State Government / PSU / Bank/ RBI/ IBA/ any regulatory authority and not involved in any major litigation that may have impacted or compromised the delivery of services required during April 2016 onwards till date.	Self Certification on letter head to be provided as per Annexure IV. However IDBI Bank would have the right to independently verify the same.
(f)	The company / firm and director / partners have not defaulted to any Bank/ third party within the jurisdiction of India.	Self- declaration as per the format (Annexure V) along with CIBIL report of the company / firm

6.2 Apart from the above minimum criteria, the Agency is also required to submit the following information:

Sr No	Documents Required
(a)	Ownership and nature of entity (public, partnership, subsidiary, etc.).
(b)	Income Tax returns for past three years.
(c)	Board resolution authorizing the authorized signatory to sign on behalf of the Agency.
(d)	Proof of address of registered office.
(e)	Copies of Annual Reports for FY 2015-16, FY 2016-17 & FY 2017-18
(f)	Integrity Pact as per Annexure VI

- IDBI Bank reserves the right to ask for additional / alternate documents from the Bidder.
- The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage. The technically eligible agencies would be called to make a presentation
- Non - submission of any of the specified documents by the bidder would result in rejection of bid.

6.3 Technical Bid

Technical proposal will include details of requirement specified by IDBI Bank on the kind of work expected from the Bidders as indicated in the RFP. The firm / successful Bidder is expected to work with the Bank to ensure proper and timely delivery of the works indicated in the RFP.

The Technical Bid should be complete in all respects and contain all information required in the document. The format of Technical Bid is given in **Annexure I**.

6.4 Financial Bid

The Financial bid will contain the break up of creative and media commission as % on gross media billing to be given separately. GST / any other applicable taxes have to be excluded. The format of Financial Bid is given in **Annexure II**.

The Financial bid made by the firm should take care of the following points:

- 1) The Financial Bid contradicting the Technical Bid (TB) in any manner will be rejected.
- 2) Financial Bid containing conditional offers will be rejected.
- 3) In case of discrepancy in words and figures, the price quoted in words will be taken as final.
- 4) There should not be any hidden costs for the items quoted.
- 5) The Bank is not responsible for the arithmetical accuracy of the bid. The Bidders will have to ensure that all calculations are accurate.
- 6) The Bank at any point in time, for reasons whatsoever, is not responsible for any assumptions made by the Bidder. The Bank, at a later date, will not accept any plea of the Bidder or changes in the financial offer for any such assumptions.
- 7) Any overwriting, erasure, etc. has to be initialed by the authorized person.
- 8) It may be noted that the Bank will not pay any other amount and other expenses like travel and accommodation etc. except the agreed professional fee and applicable Taxes.
- 9) The Bank will pay the Tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate shall be deducted from the payments to be made to the successful bidder.
- 10) The Bidder shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

7. Terms of Reference/ Scope of Work

7.1 Scope of Work

A) Identification & Development

- Conceive Brand Communication & Activation/On Ground campaigns for brand engagement across all media platforms including digital, social media and any other emerging media to promote IDBI Bank as friendly and approachable, catering to all types of customers.
- Development of communication for the Bank's existing product portfolio (*Liability Products- FDs, Current & Savings Accounts, NRI products, Payroll, HNW etc and Asset Products- Home Loan, Loan Against Property, Auto Loans, Education Loans, Personal Loans and other Business Loans etc*) as well as new products that may be introduced by the Bank from time to time.
- Developing cost effective media plans based on effective media selection.
- Plan and propose campaigns and promotions including sponsorship tie-up, product placement and others.
- Budget allocation and management based on budget information sharing between IDBI Bank and Agency.
- Monitoring and Reviewing campaign effectiveness.

B) Actionables

- Implement Brand Communication & Activation/On Ground campaigns for brand engagement and lead generation campaigns for the Bank's products and services.
- Undertake media planning, buying, releasing, monitoring and billing for all media including but not limited to the media as given below:
 - a) Print: Newspapers (National and regional), magazines, pamphlets, leaflets, brochures, invitation cards, etc.
 - b) Electronic: Television, Radio, all digital media including Internet, Websites/ portals, emailers, Google, Youtube, Whatsapp, Facebook, Twitter, LinkedIn, Mobile and any other emerging electronic media.
 - c) Outdoor: Posters, Hand-outs, banners, hoardings, display panels, Bus shelters, Airport display, Bus wrap, Train wrap, Taxi/ auto wrap, Outdoor LED, Wall paint, Shutter Paint, etc
 - d) Entertainment: Cinema Halls including multiplexes.
 - e) Programmes/ events: Stalls in exhibitions, Backdrop and publicity material in seminars, workshops, meetings, etc.
- Undertake impact analysis of individual campaigns.
- Developing A/V films for IDBI Bank.

- Below the Line activities including event management.
- End-to-end process management for creative and media services.
- Any other activities /services relevant to the allocated assignments.
- Other associated activities / services as may be required by the Bank, cost for such activities to be determined separately on a case-by-case basis as per scope of work decided and would be reimbursed by the Bank.

7.2. Contract Period

7.2.1 The Contract period will be initially for a period of one year from the date of appointment under the current RFP. Thereafter, the contract may be renewed for a period of next two years (six months at a time), subject to satisfactory performance of the Agency which will be solely adjudged by IDBI Bank.

7.2.2 In case of non-performance by the Agency during the currency of the contract, their contract will be terminated as per the Termination clause mentioned in the RFP.

7.3. Payment Terms

7.3.1 IDBI Bank will make payment of the amounts chargeable to IDBI Bank on a monthly basis as applicable. Any third party cost incurred by the Agency to carry out the above assignment would be reimbursed to the Agency, provided the cost was incurred with prior approval from IDBI Bank and all third party supporting document submitted along with invoice.

7.3.2 The selected Agency should draw up a plan within first 3 weeks of appointment. The plan should contain both short term and medium term milestones. The milestones will cover all the key aspects of the assignment as detailed in the scope of work of the RFP (Section 7.1). The envisaged measurable milestones would be defined in the Service Level Agreement signed between IDBI Bank and the Agency and will form the basis for measurement of performance before release of any payment.

7.4. Commitment on resources

The Bank envisages continuous involvement of the Agency throughout the contract period. A dedicated team has to work for the entire period of contract.

8. Submission of Bids

8.1 The response to the RFP will be in two parts:

- (1) Technical Bid
- (2) Financial Bid

Both the parts should be submitted at the same time, but in separately sealed envelopes giving full particulars in the manner specified in the points below. The envelopes should reach on or before the timeline mentioned in the Bid Details given at beginning of this RFP.

8.2 The RFP response documents should be submitted in paper copies of the following:

- 1) **Envelope 1:** A sealed envelope containing Technical Bid documents (specified in section 6.1 & 6.2) should be super scribed “TECHNICAL BID FOR APPOINTMENT OF ADVERTISING AGENCIES - Name of Tenderer”. The envelope should contain three sub-envelopes with the following:
 - a. **Sub Envelope 1** should contain the application money demand draft (as specified in section 2.4) and should be super scribed as “APPLICATION MONEY FOR APPOINTMENT OF ADVERTISING AGENCIES - Name of Tenderer”
 - b. **Sub envelope 2** should contain the EMD demand draft (specified in section 2.5) and should be super scribed as “EARNEST MONEY DEPOSIT FOR APPOINTMENT OF ADVERTISING AGENCIES - Name of Tenderer”
 - c. **Sub-envelope 3** should contain the hard copy of the Technical Bid documents (specified in section 6.1 & 6.2) and should be super scribed “TECHNICAL BID FOR APPOINTMENT OF ADVERTISING AGENCIES- Name of Tenderer”
- 2) **Envelope 2:** A sealed envelope containing soft copy of the technical criteria submitted in a pen drive and should be super scribed “SOFT COPY OF TECHNICAL BID FOR APPOINTMENT OF ADVERTISING AGENCIES- Name of Tenderer”. Scan copy in PDF format of all the documents submitted as paper copies to be put on pen drive.
- 3) **Envelope 3:** A sealed envelope containing Financial Bid Document (specified in section 6.4) should be super scribed “FINANCIAL BID FOR APPOINTMENT OF ADVERTISING AGENCIES- Name of Tenderer”
- 4) **Envelope 4:** The above THREE envelopes should be put together in a FOURTH envelope super scribing “APPOINTMENT OF ADVERTISING AGENCIES - Name of Tenderer”
- 5) The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed envelope and all sub- envelopes.
- 6) The proposal should be prepared in English in MSWord/ Excel/ PDF format. All correspondence will be in English. The Bid shall be typed in indelible ink and shall be

signed by the person or persons duly authorized by the Bidder to bind the Bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids. The Bank reserves the right to reject the Bids not conforming to the above.

- 7) The Bidder shall submit the proposals/Bid properly in a file so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered as "Page # of #".
- 8) It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the hard-copy will be given precedence.
- 9) Only one submission of the RFP response by each Bidder will be permitted. In case of multiple submissions by the Bidder, the first submission made will be given precedence.
- 10) The Bid must be submitted to the Bank at the following address:

Chief General Manager
Corporate Strategy & Planning Department,
IDBI Tower, 19th Floor, WTC Complex,
Cuffe Parade, Mumbai-400005

Submission by Fax transmission or emails not allowed and will be considered invalid.

8.3 Rules for Responding to this RFP

- 8.3.1 The firms / Bidders should use the formats prescribed by the Bank in submission of the RFP Response
- 8.3.2 All responses received after the due date/ time as mentioned in advertisement would be considered late and would be liable to be rejected.
- 8.3.3 Documents not required as part of the Tender should not be provided.
- 8.3.4 All bid responses would be deemed to be irrevocable offers/ proposals from the Bidders and may be accepted by the Bank to form part of final contract between the Bank and the selected Bidders. Unsigned responses would be treated as incomplete and are liable to be rejected. The bids once submitted cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted by the Bank.
- 8.3.5 In case, due to unavoidable circumstances, the Bank does not award the contract within three months from the last date of the submission of the bids, and there is a possibility to award the same within a short duration, the Bidder would have the choice to maintain the EMD with the Bank or to withdraw the bid and obtain the security provided.
- 8.3.6 The Bank reserves the right not to allow/ permit changes in the technical requirements and not

to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

8.3.7 The Bidder, at no point in time, can excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Bidder shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

8.3.8 If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at the Bank's discretion:

(Related parties shall mean and include the holding company and its subsidiaries; companies having common directors or firms/LLPs having common partners)

Accordingly,

- a) Bids submitted by the holding company and its subsidiary, or
- b) Bids submitted by one or more companies having common director/s, or
- c) Bids submitted by one or more Limited Liability Partnership (LLP) firms having common partners, or
- d) Bids submitted by one or more companies in the same group of promoters/ management, or
- e) Any other bid in the sole discretion of the Bank is in the nature of multiple bids are liable to be rejected.

9 Evaluation of bids

9.1 Opening of Bids

The bids received within the prescribed date and time will be opened as per schedule mentioned in the “Bid Details” for RFP given in the beginning of the RFP. During the opening of the bids, the Bidders can depute an authorized representative (only one) to attend the bid opening process. No separate information will be given in this regard to the Bidders for deputing their representatives. The representative has to submit an authority letter duly signed by the Bidder, authorizing him / her to represent and attend the Bid opening on behalf of it. The authorized representative present having photo identification, shall sign a register of attendance. However, bids would be opened even in the absence of any or all representatives of the Bidder.

9.2 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement. The Bidders meeting the eligibility criteria will be taken forward to the next stage of technical evaluation.

9.3 Technical Evaluation

IDBI Bank would be detailing the minimum pre-qualification requirements and the process of selection in the RFP.

The designated Committee would evaluate the quality of Bidders on the criteria mentioned in the RFP based on their proposals received and fulfillment of eligibility criteria (technical bid). The technically eligible agencies would be called to make a presentation before a designated Committee at IDBI Bank, Mumbai. The presentation would be evaluated on a score of 100. The Evaluation Criteria will be as follows:

9.4 Evaluation Criteria

Criteria	Weightage	
Industry Experience a) Print, TV, Radio, Cinema and Outdoor Media Advertising	20	<ul style="list-style-type: none">• 20 Marks: for experience more than 12 years• 15 Marks: for experience more than 8 years upto 12 years• 10 Marks: for experience between 5 years upto 8 years
b) Digital, Mobile and Social Media Advertising	10	<ul style="list-style-type: none">• 10 Marks: for experience more than 6 years• 8 Marks: for experience more than 4 years upto 6 years• 5 Marks: for experience between 2 years upto 4 years

Criteria	Weightage	
Clientele (during last 3 years) Govt/ PSU/ BFSI segment	15	<ul style="list-style-type: none"> • 15 Marks: More than 10 clients • 10 Marks: More than 5 clients upto 10 clients • 5 Marks: Min.2 clients upto 5 clients
Gross Capitalised Billing for FY 2017-18	15	<ul style="list-style-type: none"> • 15 Marks: For more than Rs.150 Crore • 10 Marks: For more than Rs. 100 Crore upto Rs.150 crore • 5 Marks: Min.Rs.75 Crore upto Rs.100 Crore
<p>Technically eligible agencies will need to make a Presentation as per the theme to be provided by the Bank</p> <p>The theme would cover Brand as well as Product advertising. The presentations would <i>inter-alia</i>, have to cover the following parameters:</p> <ul style="list-style-type: none"> • Overall Advertising ability to provide integrated services across all media. • Media planning and buying ability • Understanding of Client needs • Effectiveness of proposed communication strategy based on the theme provided by the Bank. <p>(The presentations will not be used commercially by the Bank)</p>	40	
TOTAL	100	

Bidders who are eligible as per the eligibility criteria and score at least 70 marks out of 100 from the technical evaluation criteria would be considered as technically qualified. The Bank, at its sole discretion, may also choose to lower the minimum score from 70 marks.

Note:

- a) Documentary evidence must be submitted for each criterion and undertaking or declaration made by the Advertising Agency / Firm must be on the company letter head and is to be signed by an authorized signatory.
- b) For the purpose of this RFP, Public Sector Banks would include Reserve Bank of India.
- c) Scheduled commercial banks / Public Sector Banks exclude Regional Rural Banks (RRBs) and Cooperative Banks
- d) Banks refer to Banks in India only.

9.5 Combined Score

The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given weightage of 70%. The financial bids will be given weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with higher technical score will be given a higher rank. The Bank will appoint the top ranked agency based on the ranking derived from the combined score.

$$\text{Score} = Q(w) \times \frac{EQS}{HQS} + F(w) \times \frac{LC}{C}$$

Q(w) = weight of the quality score (70)

HQS= highest evaluated quality score among the qualified bidders

EQS= evaluated quality score of bidder

F(w)= weight of the financial score (30)

C = rate quoted by the bidder

LC= lowest rate quoted among the qualified bidders

The following are illustrations of the above procedure:

Illustration 1- Assumption - 3 agencies will be empanelled (Note: Actual number of agencies to be decided at the sole discretion of the Bank)

No.	Agency	Evaluated Quality score
1	AAA	70
2	BBB	90
3	CCC	85
4	DDD	80
5	EEE	95
6	FFF	70
7	GGG	65

In the above illustration, the bidders viz AAA, BBB, CCC, DDD, EEE, FFF have scored 70 and above and are therefore shortlisted for submission of financial bid. GGG has scored below 70 and hence has not qualified.

No.	Agency	Quality score	Total rate of commission on gross media (Creative + Media) (%)	Combined Score	Rank
1	AAA	70	3	81.58	2
2	BBB	90	7	79.17	4
3	CCC	80	4	81.45	3
4	DDD	85	6	77.63	5
5	EEE	95	4	92.50	1
6	FFF	70	5	69.58	6

- Based on this combined score the agencies will be ranked.
- Agency scoring the highest combined score is considered as L-1 and the rate of commission quoted by that Agency will be treated as benchmark rate. **The Bank would invite the shortlisted agencies to match the benchmark rate of commission. Agencies agreeing to this arrangement will be considered for empanelment.** In case any of the shortlisted agencies has quoted a rate lower than the benchmark rate of commission, then the lower rate quoted would be the rate of commission for that Agency.
- In the above illustrations EEE will become L-1 and 4% would be the benchmark rate.
- The Bank at its sole discretion will appoint requisite number of agencies. For the sake of illustration if it is assumed that the Bank is empanelling 3 agencies, it would consider AAA (ranked L-2) and CCC (ranked L-3).
- The commission payable to AAA would be 3%. CCC would also be paid a commission of 4%. If agreeable, CCC would be empanelled and the rate of commission payable to CCC will be 4%. In case any of the Agency / ies is not agreeable to match the benchmark rate, the Bank has the right to consider the subsequently ranked Agency / ies for empanelment. In the above illustration in case CCC does not agree to match the benchmark rate, the Bank has the right to consider BBB for empanelment.
- In case of a tie in the combined score between Bidders, the bidder with higher quality score would be preferred.
- The Bank reserves the right to negotiate the price with the finally successful Bidder, before awarding the contract.

9.6 Notification of outcome

The Bank will either notify the Agency who has been appointed in writing or email as soon as practicable, about the outcome of the RFP evaluation process. The Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

However, the Bidders can raise disputes / complaints in connection with the fairness of the RFP process adopted, with the Independent External Monitors (IEMs), who have been appointed in accordance with the CVC guidelines. The details of the 2 IEMs appointed for IDBI Bank are as under:-

Sr. No	Name of IEM	Contact Number	Email address
1.	Shri. S. Srinivasan, IAS (Retd.)	9483536100	s.srinivasan1980@gmail.com
2.	Shri. Ajai Kumar, ex-CMD, Corporation Bank	9619272893	ajai.kumar3@gmail.com

10 General Terms and Conditions

10.1 Assignment

- The Agency shall not save and except with the prior written approval of IDBI Bank, undertake any work of any nature not assigned and/or not mentioned in the tender and for executing such works. The Agency shall state the nature of work and probable expenditure thereof. After IDBI Bank has accorded its consent in writing for execution of such work and / or incurring expenditure thereof, only then shall the Agency undertake such work and not otherwise.
- No rights or liabilities under the Contract/Agreement shall be assigned by the Agency/Bidder without the prior written consent of the Bank

10.2 Agency's General Responsibilities

- The Agency shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.
- The Agency shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards therein specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of IDBI Bank.

10.3 Sufficiency of Tender

- The Agency shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices before agreeing to the Terms and Conditions.

10.4 Tenure

- The tenure of the contract with the Agencies, so appointed, would run for one year from date of appointment under the current RFP. Thereafter, the contract may be renewed for a period of two years (six months at a time), subject to satisfactory performance of the Agency which would be solely adjudged by IDBI Bank.
- In case of non-performance by the Agency during the currency of the contract, their contract will be terminated as per the provisions of the "termination" clause mentioned in the RFP.

10.5 Payment terms

- IDBI Bank will make payment of the amounts chargeable to IDBI Bank on a monthly basis as applicable. Any third party cost incurred by the Agency to carry out the above assignment

would be reimbursed to the Agency, provided the cost was incurred with prior approval from IDBI Bank and all third party supporting document submitted along with invoice.

- For ATL work, the applicable commission (which includes creative and media services) on **gross** media billing only will be payable. Third party cost incurred by the Agency towards production costs like studio charges, voice over recording, image buying and image correction, translation charges, etc would be reimbursed to the Agency, provided the cost was incurred with prior approval from IDBI Bank and on submission of third party bills. No commission will be payable on the production cost.
- For BTL activities carried out by the Agency, the same percentage commission, as arrived at through the financial bid, would be payable on the total **net** billing including production cost. No charges will be payable separately for art-works except as mentioned below.
- Over and above the commission as above, IDBI Bank would also pay the selected Agencies art-work charges for BTL and other non ATL creatives [including studio charges, translation charges etc.], on a monthly basis, as per the card rate of the selected Agency. However, such payment would be capped, Rs.1.00 lakh per month.
- The cap on monthly art-work charges can be raised by upto 10% at the end of every year, at the sole discretion of IDBI Bank, in case there is a commensurate increase in work that justifies the higher cap, otherwise the earlier charges would remain valid till end of contract period.
- For any other work, including but not limited to carrying out marketing research and marketing analytics, the price could be decided on a case-by-case basis depending on the scope of work.
- In case only one of the service is availed then only commission for the service availed would be paid, e.g. in case only media release is done without any creative being developed, then only media commission will be paid.

10.6 Taxes

- All applicable taxes will be paid by IDBI Bank. The Agency shall be responsible for deposit of all taxes, duties, levies fees or charges in respect of the works as required for the Assignment to concerned Government authorities. Also TDS will be deducted from the payments to the Agency as per applicable laws.

10.7 Statutory authority obligations, notices, fees & charges

- 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 or byelaw of any relevant authority

which has any jurisdiction with regard to the assignment. The Agency shall also abide by the rules and regulations of INS (Indian Newspaper Society), AAAI (Advertising Agencies Association of India), ASCI (Advertising Standards Council of India) and other relevant organizations and conform to the aforesaid rules and regulations.

- The Agency would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the substantive laws of India.

10.8 Limited Agency

- For the limited purpose of purchasing materials and engaging the services of Third Parties which are necessary for providing the Services under this Agreement, IDBI Bank would appoint the designated Agency/ies as its agent.
- It is expressly clarified that IDBI Bank is responsible for all costs and expenses incurred by the Agency on behalf of IDBI Bank, which shall be incurred only on receiving the prior approval of IDBI Bank.
- Save and except the “Limited Agency” created under this Agreement, the Agency/ies appointed would be an independent Party and neither Party is the legal representative of the other; further, the Personnel of the Agency/ies and other Third Parties engaged to perform any Services under this RFP are not the employees of IDBI Bank.

10.9 Rights in Intellectual Property and Material

- All the rights relating to the Trade Marks and Copy Rights in respect of publicity work generated by the Agency on behalf of IDBI Bank and paid for by IDBI Bank shall vest with IDBI Bank. Provided that IDBI Bank would reimburse the Agency for any sums of money paid for the assignment / licensing of the copyright by way of fees, charges, or otherwise as provided by the guidelines, regulations, rules, or policies of any professional body or association, with prior approval from IDBI Bank.
- All concepts, communications etc. created or conceived by the Agency on behalf of IDBI Bank and involving name of IDBI Bank shall not form part of any award or competition or promotion unless prior written consent of IDBI Bank has been obtained therefor.

10.10 Confidentiality

- Information provided under this RFP and subsequent Service Level Agreement (if the Agency is selected) is confidential and neither Party shall 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 organisation whatsoever, any Confidential Information

that the Other Party may acquire during the course of such association or otherwise concerning the Other Party's business, property, contracts, trade secrets, clients or affairs.

- In order to perform the services, the Agency must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep IDBI Bank harmless and indemnify IDBI Bank from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.
- The pre-existing intellectual property of the Agency used in deliverables shall remain vested with the Agency. Anything developed during the course of the project shall be owned by the Bank.
- If the Agent/Consultant hires another person, with the prior written permission of the Bank to assist it in the performance of its obligations under this RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under this RFP and subsequent Agreement to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as the Agency is bound to maintain the confidentiality.
- The Agent/Consultant shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Bank.
- Without prejudice to any other rights or remedies which the Bank may have, the Agency acknowledges and agrees that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the Contract.
- The confidentiality obligations shall survive the expiry or termination of the Agreement between the Agency and the Bank.

10.11 Indemnification

- All applicants under the RFP absolutely, irrevocably and unconditionally hereby indemnifies and undertakes to keep IDBI Bank and /or its directors, officers, employees, agents, and representatives indemnified and hold harmless for all time from and against all charges, costs, losses, claims, demands, damages, liabilities, obligations, suits, judgments, penalties, proceedings, prosecutions, 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 IDBI Bank and or its directors, officers, employees, agents and representatives due to reason of (a) breach, misconduct, omission, or (b) negligence on the part of the 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 and (c) any third party claim due to act or omission of the Agent/Consultant..

10.12 Termination

- In the event of non-performance of the Agency as decided by the Bank or any disputes or differences arising between the Parties hereto on any matter / provision set out in this RFP and subsequent Service Level Agreement for the selected Agency, the Parties shall try to resolve the matter amicably *inter se*. The defaulting Party shall be given notice of 21 days to alter the situation and resolve the dispute or reverse the damage caused in any way.
- In the event the defaulting Party does not comply with its obligations, on the termination of the notice period, the Other Party shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.
- Upon termination of the Agreement, the Agency would promptly hand over to IDBI 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 IDBI Bank shall agree to settle the dues in respect of assignments after completion hereof by the Agency, except if specifically instructed by IDBI Bank to act otherwise.
- IDBI Bank would also have the right to terminate such Service Agreement with three months notice without assigning any reason.

The Bank reserves the right to cancel the contract of the selected Agency and recover expenditure incurred by the Bank in any of the following circumstances:

- a. The Agency becomes insolvent or goes into liquidation voluntarily or otherwise.
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.
- c. The progress regarding execution of the contract, made by the selected Agency is found to be unsatisfactory.
- d. If the selected Agency fails to complete the due performance of the contract in accordance with the agreed terms and conditions.

- e. Without the written permission of IDBI Bank, if the selected Agency gets merged/ taken over by another firm.
- f. Breach of terms of Contract by the Agency which in the opinion of the Bank is material.

10.13 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.
- The Bank shall not be held liable for and is absolved of any responsibility or claim/ litigation arising out of the use of any third party software or modules or other deliverables supplied by the Agency as part of procurement under the RFP. It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the Agency.

10.14 Survival

- In the event of the Termination of this Agreement (with the selected Agencies) in whole or in part, the Clauses titled “Compensation”, “Rights in Intellectual Property and 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 the Parties, their successors and assigns.
- Any provision of the Contract/ this RFP (if any) which, either expressly or by implication, survive the termination or expiry of the Contract, shall be complied with by the Parties in the same manner as if the Contract/ RFP is valid, subsisting and in full force and effect.

10.15 Severability

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

10.16 Written Notice of change in name, form or control of the Agency

- The Agency shall provide IDBI Bank with prompt 30 days prior written notice of any change in Agency’s name, ownership, or form of organisation. The Agency shall also provide IDBI Bank with prompt written notice and in any event within a period of 30 days of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

10.17 Force Majeure

- If either Party is unable to perform its obligations 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 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. If a Force Majeure situation arises, the Agency shall promptly notify IDBI Bank in writing of such conditions and shall serve the notice on IDBI Bank within 15 (fifteen) calendar days from the date of happening of Force Majeure and also submit all necessary proof to the satisfaction of IDBI Bank and the time when the Bidder is likely to resume its obligations. IDBI Bank shall decide the happening of the Force Majeure and the decision of IDBI Bank shall be final, conclusive and binding on the Bidder. Unless otherwise directed by IDBI Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. **The decision of IDBI Bank in deciding whether the event is force majeure or not is at the sole discretion of IDBI Bank and binding on the Bidder.** In such a case, the time for performance shall be extended by IDBI Bank (but shall not be bound to) by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, IDBI Bank and the Bidder shall hold consultations with each other in an endeavor to find a solution to the problem and in the event of not finding a solution, IDBI Bank shall be entitled to terminate the Contract without being responsible or liable to any damages. Notwithstanding the above, decision of IDBI Bank shall be final and binding upon the Bidder.

10.18 The Agency to conduct as per 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 principal. While acting as an agent the Agency shall be responsible to IDBI 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 IDBI Bank as its agent.

10.19 Conflict of interest

- The Agency shall strictly avoid conflicts with other assignments/jobs or their own corporate

interest and shall disclose to IDBI 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.

10.20 Sub Contracts

- The Agency as and when required may sub contract the work with prior written approval of the Bank provided the intimation in writing of all collaborations be given to the Bank. However, such notification shall not relieve the agency from any liability or obligation under the contract. The Agency shall be responsible for the performance of sub contractors appointed by it.

10.21 Applicable Law, Jurisdiction and Dispute Resolution

- This RFP and the Contract with the selected Agency shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Mumbai, Maharashtra. Without prejudice to the right of the Bank to terminate the RFP/Contract and pursue other remedies under RFP/Contract, if a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation in terms of Clause 10.12, then the Parties shall refer such dispute to sole Arbitrator appointed with the mutual consent of the Bank and the Agency. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the Arbitration shall be Mumbai, Maharashtra. The Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The arbitration award shall be final, conclusive and binding upon the Parties. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The decision of the Arbitrator shall be final and binding upon the Parties.

10.22 Other Conditions

- This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.
- While this document has been prepared in good faith, neither the Bank nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- This document constitutes no form of commitment on the part of the Bank.

- IDBI Bank reserves the right to appoint auditors to audit the books of account of the agencies for transactions related to the Bank.
- IDBI Bank shall have the right to avail Services from other agencies as well and this RFP does 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 IDBI Bank and the decision of IDBI Bank in this regard shall be final.
- It is clarified, as and by way of abundant caution that IDBI Bank will have all ownership and / or license rights on all the ideas, concepts, proposals, logos, designs, scripts etc. developed by the Agency during the course of this assignment as specified in the RFP and paid for by IDBI Bank.
- The Agency shall in respect of the Services, obtain prior written approvals from the Designated Authorised Signatories of IDBI 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.
- IDBI Bank would have the right to reject all or any of the applications without assigning any reason for the same.
- From the time the proposals are opened to the time of empanelment, the agency / ies should not contact the Bank or any of its employees or representatives on any matter related to the proposal with a view to influence the examination, evaluation, ranking and empanelment. Such an effort shall result in rejection of the proposal.
- The agency empanelled will have to execute a Service Level Agreement (SLA) with the Bank in the format approved by the Bank, within 3 weeks from date of appointment. The same will be provided after finalization of empanelment. Payment of stamp duty would be as per laws applicable in the State in which the SLA is executed.
- The agency empanelled shall bear all costs and expenses for the execution, stamp duty and submission of the agreements. Bank shall not be responsible or liable for reimbursing / compensating these costs and expenses.
- If the selected Agency differs / does not agree on any conditions / terms of the contract, the Bank has the right to appoint the next ranked agency without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.
- Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Agency thereof shall constitute binding Terms and Conditions between the parties.

- Bank will either notify the selected agency who has been appointed in writing or email as soon as practicable, about the outcome of the RFP evaluation process. Bank is not obliged to provide any reasons for any such acceptance or rejection. The decision of IDBI Bank shall be final, conclusive and binding on all the Bidders/parties directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.
- IDBI Bank reserves the right to share the information/clarifications provided in response to RFP by any Bidder, with any other Bidders/ others, in any form.

Annexure I**FORM OF TENDER-Technical Bid**

**The Chief General Manager
Corporate Communications Division
Corporate Strategy and Planning Department
IDBI Bank Ltd.
19th Floor, IDBI Tower, WTC Complex
Cuffe Parade
Mumbai - 400 005**

Subject: Empanelment of Advertising Agencies for IDBI Bank- Technical Bid

- Having examined the Conditions of Assignment for the above Contract, i.e. Appointment of Advertising Agency for IDBI Bank, we qualify under the minimum eligibility criteria and offer to undertake the work in conformity with the Conditions of Assignment as stipulated in this RFP.

Sr No	Particulars	Details
1.	Name of Agency	
2.	Registered Address	
3.	Website address	
4.	Nature of entity (partnership/ private/ public etc)	
5.	Name of Partners / Directors	
6.	Date of Incorporation	
7.	Details of authorized contact person	
	Name	
	Designation	
	Telephone nos	
	Mobile no	
	Email Address	
	Fax no	
8.	Net worth	
	2015-16	
	2016-17	
	2017-18	
9.	Net Profit	
	2015-16	
	2016-17	
	2017-18	
10.	Gross capitalized Billing	
	2015-16	
	2016-17	
	2017-18	
11.	Other relevant information	

- We hereby certify that all the particulars given above are correct and true to the best of our knowledge. In case at any stage, it is found that the information given by us is false / not

correct, IDBI Bank shall have the absolute right to take any action as deemed fit without any prior intimation to us.

- We undertake to complete and deliver the whole of the works comprised in the RFP and agree to abide by the General Terms and Conditions.
- We agree to abide by the terms of this Tender from the date fixed for receiving the same or agreed extended period and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
- Unless and until a formal Agreement is prepared and executed, this Tender together with our written acceptance thereof shall constitute binding Terms and Conditions between IDBI Bank and us.
- We understand that the Request for Proposal (RFP) does not commit IDBI Bank to reimburse the Participant for any costs incurred in submission of this proposal. All statements in this RFP and any pre-contract negotiations, understandings and agreements resulting from this RFP are preliminary; consequently, IDBI Bank has no obligation to us until a written contract is executed.
- We understand that IDBI Bank has the right, without assigning reasons thereof, to
 - i) Reject, amend, and modify any condition contained in the RFP
 - ii) terminate this RFP
 - iii) negotiate with one or more Participants
 - iv) Not award the assignment to any of the Participants and / or recommence the entire process.
 - v) Contract with one or more Participants for any reasons whatsoever.
 - vi) Modify the requirements and terms of this RFP and request revised proposals from some or all of the Participants.
- We understand that IDBI Bank reserves the sole right to decide on the number of agencies and the inter-se allocation of work between them.
- List of documents attached with the tender (in the same order, mentioned in the RFP (Eligibility Criteria- Sr. nos. 6.1 & 6.2)
 - a) Documents required as per (a)
 - Name of document submitted
 - b) Documents required as per (b)
 - Name of document submitted
 - c)

(Please attach the documents in the same order in which they are listed above)

Signature of Authorised Person of bidding agency
Full Name & Designation of Authorised Person
Date:

Seal of Agency



Annexure II

FORM OF TENDER-Financial Bid

**The Chief General Manager
Corporate Communications Division
Corporate Strategy and Planning Department
IDBI Bank Ltd.
19th Floor, IDBI Tower, WTC Complex
Cuffe Parade
Mumbai - 400 005**

Subject: Empanelment of Advertising Agencies for IDBI Bank- Financial Bid

We hereby submit our Financial Bid for selection of Advertising Agency of IDBI Bank Ltd. We unconditionally agree to abide by the Terms & Conditions specified in the RFP.

Sr No	Particulars	Details / Charges	
		In figures	In words
1	Creative commission as % on gross media billing		
2	Media commission as % on gross media billing		
	Total Commission (1+2)		

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

Signature of Authorised Person of bidding agency
Full Name & Designation of Authorised Person
Name of the Bidding Agency
Date:

Seal of Agency

Annexure III

(On letterhead of the client duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

-
This is to certify that _____ is our empanelled advertising agency including digital/ social media advertising for ____years ____months. (from <Month/ Year> to <Month/ Year>).

The performance of the agency is satisfactory during their tenure with us.

Signature of Authorised Person
Full Name & Designation of Authorised Person
Name of the Client
Date:

Stamp of the client
Seal of Agency

Annexure IV

(On letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the Agency has not been penalised or found guilty in any court of Law and the agency has not been blacklisted / debarred by any Central / State Government / PSU / Bank / RBI/ IBA / any regulatory authority during April 2016 onwards till date.

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

Signature of Authorised Person of bidding agency
Full Name & Designation of Authorised Person
Name of the Bidding Agency
Date:

Seal of Agency

Annexure –V

Declaration: No default in any bank in jurisdiction of India

(On letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that (Name of Bidder) and its directors/ partners have not defaulted under any of the contracts which we have entered with any other bank/ third party within the jurisdiction of India.

Signature of Authorised Person of bidding agency
Full Name & Designation of Authorised Person
Name of the Bidding Agency
Date:

Seal of Agency

Annexure –VI

INTEGRITY PACT

To,
The Chief General Manager
Corporate Strategy & Planning Department,
IDBI Tower, 19th Floor,
WTC Complex, Cuffe Parade,
Mumbai-400005.

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that IDBI Bank is committed to follow the principle of transparency, equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Request for Proposal (RFP) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the RFP.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence, when tender/bid is finally accepted by IDBI Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, IDBI Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with the terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IDBI Bank.

(On Stamp paper of Rs. 600/-)

INTEGRITY AGREEMENT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, IDBI Bank Ltd., a company incorporated Companies Act, 1956 (1 of 1956) and within the meaning of Section 2(20) of the Companies Act, 2013 (18 of 2013) and a banking company within the meaning of Section 5 (c) of the Banking Regulation Act, 1949 (10 of 1949), with Corporate Identity No. L65190MH2004GOI148838 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Mumbai 400005 through its _____ Department/ Office at _____, _____, (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s _____ represented by Smt/ Shri _____, MD/ CEO/ CMD (hereinafter called the "BIDDER/ Seller which expression shall mean and include, unless the context otherwise requires, its/ his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to procure (_____) and BIDDER/ Seller is willing to offer/ has offered the same to the Principal.

WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is an Office/ Department of IDBI Bank Ltd performing its functions on behalf of IDBI Bank Ltd.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the PRINCIPAL to obtain the desired service/ product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or

indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party (which is not available legally) related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the PRINCIPAL will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage commission, fees brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement (not available legally) to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IDBI Bank Ltd for showing or forbearing to show favour or disfavor to any person in relation

to the contract or any other contract with IDBI Bank Ltd.

3.3 The BIDDER confirms and declares that they have not made any payments to any agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.4 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original vendor or service provider in respect of product/ service covered in the bid documents and the BIDDER has not engaged with any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.6 The BIDDER will not enter into any undisclosed agreement or collude with other parties interested in the contract/ other BIDDERS to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract or with respect to prices, specifications, certifications, subsidiary contracts etc.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice; unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purpose of competition or personal gain or pass on to others, any information provided by the PRINCIPAL as a part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

3.13 The BIDDER/ Contractor shall not directly or through any other person or firm use coercive practices against IDBI Bank and/ or other BIDDERS/ Contractor(s).

3.14 BIDDERS are not to pass any information provided by the PRINCIPAL as a part of business relationship to others and not commit any offence under PC/ IPC Act.

3.15 Foreign BIDDERS if any, to disclose name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.

3.16 BIDDERS to disclose any transgressions with any other company that may impinge on anti- corruption principle.

4. Previous Transgressions

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:

5.1.1 To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the PRINCIPAL desires to drop the entire process.

5.1.2 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

5.1.3 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/ rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 5.1.4 To debar the BIDDER from participating in future bidding processes of the PRINCIPAL or any of its subsidiaries for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL.
- 5.1.5 To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 5.1.6 Intimate to the CVC, IBA, RBI, as the PRINCIPAL deemed fit the details of such events for appropriate action by such authorities.

5.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 5.1.1 to 5.1.6 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

6.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

7. Independent External Monitors

7.1 The PRINCIPAL has appointed Independent External Monitors (hereinafter referred to as Monitors or IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating

to the project/ procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PRINCIPAL.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.

7.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated authority of PRINCIPAL/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the PRINCIPAL.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at _____ on _____.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact at the place and date first hereinabove mentioned in the presence of following witness:

Signature
(For & on behalf of the PRINCIPAL)

Signature
(For & on behalf of the BIDDER/
Contractor)

Office Seal

Office Seal

Name
Designation

Name
Designation

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

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