

निविदा दस्तावेज/TENDER DOCUMENT  
(नियम एवं शर्तें /Terms & Conditions)

भाग/PART-ए/Α

**TECHNICAL BID /तकनीकी बोली**

Proposed Empanelment/Engagement of Media Agency for Media Works at  
Corporate Communication Deptt-BSD, Central Bank of India, 16<sup>th</sup> Floor, Chander Mukhi,  
Nariman Point, Mumbai – 400 021

विज्ञापन की दिनांक/ Date of Advertisement	16/10/2025
प्रस्तुत करने की अंतिम दिनांक / Last Date of Submission	11/11/2025 by 15:00 Hrs
बोली पूर्व मीटिंग / Pre-Bid Meeting	29/10/2025 at 15:00 Hrs. at the above works.
खुलने की दिनांक /Opening Date	तकनीकी बोली/Technical Bid 11/11/2025 at 3:30 PM वित्तीय बोली: तकनीक रूप से अर्हता प्राप्त ठेकेदार को सूचित किया जाएगा/ Financial Bid: To be intimated to Technically Qualified Contractors.
कार्य अवधि/Time Period of Work Engagement	3 Years from Finalization of Tender/ date of Agreement
बयाना जमा राशि/Earnest Money Deposit	₹. /Rs. 3,00,000.00 (Rupees Three Lakhs Only) DD favoring Central Bank of India, Payable at Mumbai.
निविदा दस्तावेज का मूल्य/Cost of Tender Document (गैर वापसी योग्य/Non Refundable)	₹./Rs. 2,000.00 (सेंट्रल बैंक ऑफ इंडिया के पक्ष में मांग ड्राफ्ट जो मुंबई पर देय हो/ DD In favor of Central Bank of India, Payable at Mumbai) "OR" The application fee of Rs. 2,000.00 each shall be deposited in AC NO: 1122845035, IFSC: CBIN0281067, Central Bank of India Nariman Point Branch, Mumbai and the corresponding UTR to be provided along with the application. <b>Original DD of Tender Fee to be submitted in original.</b>
<b>MSME Registered Vendors are Exempted from EMD and Tender Fees on submission of Relevant Documents with their Technical Bid.</b>	
खुलने की दिनांक से निविदा की वैधता/Validity of Tender from the date of opening of Financial Bid.	120 दिन/ days
प्रस्तुत किए जाने वाले दस्तावेज/ Documents to be provided	निविदा आमंत्रण सूचना के अनुसार/As per Notice Inviting Tender
Independent External Monitor (IEM)	Mr. Anant Kumar MAIL ID: - anant_in@yahoo.com Mr. Nirmal Anand Joseph Deva MAIL ID: - meghanadeva2022@gmail.com
Email for Correspondence	corpcomm@centralbank.bank.in, corpcommcbi@gmail.com
संपर्क व्यक्ति का नाम /Contact person name	Jitendra Kumar Sinha, Assistant General Manager Contact Details : 022-66387863
बोलिया जमा करने का स्थान / Place of submission of Bids & opening of bids	Tenders to be submitted online at <a href="https://centralbank.abcprocure.com">https://centralbank.abcprocure.com</a>

**प्रस्तुतकर्ता/SUBMITTED B Y:**

ठेकेदार का नाम/NAME OF CONTRACTOR :

जीएसटी विवरण/GST DETAILS



**NOTICE INVITING TENDER**

Central Bank of India, Business Support Department, Corporate Communication Section, Central Office, Mumbai invites Tenders from experienced and eligible Media Agency for participating in the **Techno-Commercial (Online) Bid Process for the Proposed Empanelment/ Engagement of Media Agency for Media Works at Corporate Communication Deptt-BSD, Central Bank of India, 16<sup>th</sup> Floor, Chander Mukhi, Nariman Point, Mumbai – 400 021**

1. Tender documents shall be available on <https://centralbank.abcprocure.com>.

1.1 **Submission of Tender:**

1.1.1. Due date of submission of Tenders is 11.11.2025 before 3:00 pm. The tenders are to be submitted online only and no physical submissions would be entertained.

1.1.2 **Technical Bid**

Technical Bid shall contain Pre - Qualification Documents such as proof of eligibility i.e. Accreditation/Registration/Membership with Indian Newspaper Society (INS) or Indian Broadcasting Foundation or Advertising Standards Council of India (ASCI), Annual Financial Turnover, Experience of Advertising field/similar works, Independent Media Planning, Resources to handle multilingual publicity campaigns, their Presence in multiple cities of country, Status of Empanelment with Other Organization/PSU, No of Awards won in the ABBYs, EMVIES and/or Cannes in the last 3 years and **Annexure -I to Annexure XIII. Earnest Money Deposit in the form of crossed demand draft of Rs. 3,00,000/- (Rs. Three Lakhs Only) & Tender Fee of Rs. 2,000 (Rs. Two Thousands Only) in favour of Central Bank of India, payable at Mumbai. Scanned copy of the EMD to be uploaded online & original copy of DD of Tender Fee to be submitted to Central Bank of India, Corporate Communication – BSD, 16<sup>th</sup> Floor, Chander Mukhi, Nariman Point, Mumbai. MSME Registered Vendors are exempted from EMD and Tender Fees Relevant Documents to be submitted in Technical Bid.**

**Technical Bid should not include any financial information.**

1.2 **Financial Bid**

1.2.1. **Financial Bid is as per Annexure XIV** of this tender document. The tenderer should quote in figures as well as in words the rates, and amount tendered by them. **The language for filling tender documents shall be English.** The amount for each item should be worked out and given.

1.2.2. Bidder is required to quote a fixed commission structure in % for media applicable for three years, from the date of issue of work order.

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

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

1.2.5 The agency shall indicate their bid for all deliverables mentioned in the scope of work. The proposal shall be valid for a minimum period of one hundred and twenty (120) days from the date of opening of Financial Bid or any extended period agreed between the parties.



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

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

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

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

**1.3 Eligibility Criteria for the Pre-Qualification shall be as follows:** - To be considered as technically qualified, a Bidder shall demonstrate that they satisfy the following qualification criteria:

S.no	Eligibility Criteria	Documents Required
1	Should have PAN number and Goods & Service Tax registration number.	Pan card & Goods & Services Tax registration certificate. Copy of certificate of incorporation
2	The turnover of the agency should be minimum Rs.5.0 Crores during each of the last 3 Financial Years i.e. F.Y. 2022-23, 2023-24 and 2024-25 as per Audited Balance Sheets. Audited Balance sheets & Profit & Loss statement for F.Y. 2022-23, 2023-24 and 2024-25 to be submitted along with bid application (Standalone Turnover of the Company applying for the empanelment will be reckoned, not the parent /group company or subsidiaries). For Startups (as defined by Department of Industrial Policy and Promotion), <b>Gross Annual Turnover</b> for last 3 consecutive financial years i.e. F.Y. 2022-23, 2023-24 and 2024-25 should be at <b>least Rs. 2 Crores</b> in each FY year as per audited balance sheets. Startups should provide certificate from competent authority for the same. The Agency should also have made continuous Net Profit during these last three consecutive years.	Copies of Audited Balance Sheets and Profit and Loss accounts, duly certified by Statutory Auditor with UDIN along with the Statutory Auditor's report.
3	Agency should have full accreditation /registration /membership with: Indian Newspaper Society (INS) or Indian Broadcasting Foundation or Advertising Standards Council of India (ASCI)	Latest valid certificates of full Accreditation / registration / membership and other proofs to be attached.
4	Agency should have an experience of minimum 5 years (for Startups, the minimum experience of work at least 3 years) in the advertising field with minimum staff strength of 10 with full back office support of technical staff viz. creative director, visualizers, Signers copywriters, media planners, etc.	Work order supporting year and areas of activity. List of employees - branch office wise & break up of permanent or on retainership basis. Certificate of Incorporation.



5	Agency should have full-fledged office in Mumbai. Agency is currently on panel of at least 03 Public Sector Undertakings out of which 2 should be Public Sector Banks or Public Sector Financial Institutions. However, the startup units will not come under this purview. Agency should be empanelled with a BFSI client. However, the startup units will not come under this purview.	Office address proof of Mumbai offices and other offices, if any, viz. Electricity bill MTNL / BSNL landline No., shop & establishment license, registered rent agreement/leased deed etc. Certified letter from Banks/PSUs/Fis in support of their empanelment with them to be provided.
6	Agency should have an independent media planning team in Mumbai, and facilities to plan & execute campaigns in all types of media viz. Print, TV, Radio, Cinema, Digital Social media, Outdoor, any other emerging media etc.	Documents regarding profile and experience of the individual members in the core team.
7	Agency should have the resources to handle multilingual publicity campaigns, with proficiency and proof reading facilities in all major Indian languages.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized Signatory.
8	The Bidder should have the experience of handling 360 degree (minimum Rs.1.0 crore campaign) covering designing /production of creative commercials for various media including print, TV, radio, online, Outdoor, cinema etc, and digital media (social media, internet marketing, blogs, etc.) For at least 2 distinct clients in the last 3 years. i.e. FY 2022-2023, 2023-24 & 2024-2025.	Certified letter from client undertaking to this effect on clients letter head signed by clients authorized signatory or Self attested copy of work order received from client.
9	The Agency should not have been penalized or found guilty in any court of law and the agency shall not have been blacklisted / debarred by any Central, State Government / PSU / Bank / RBI / IBA / any regulatory authority in the last five years. The agency should not be involved in any litigation/under liquidation that may have impact or compromise the delivery of services	Self – declaration letter undertaking to this effect on company's letter head signed by company's authorized signatory
10	Credentials to be submitted with the below mentioned details for evaluation: List of key clients & years of association ( <b>highlight Mumbai clients</b> ) New accounts received and accounts lost in 2024-25 Details of core team who would manage the account Three recent case-studies demonstrating strategic capabilities and work in television & beyond television for Bank clientele.	Detailed credentials along with required details to be submitted.
11	Annexure-I to Annexure XIII	Upload these documents strictly as per format prescribed in RFP duly signed by Authorised signatory of the Agency with seal.

Bids of the Bidders not meeting any of the above criteria/ requirements or not submitting any of the documents shall be summarily rejected.



#### 1.4 Scoring Pattern - Technical Evaluation

Sr. No.	Criteria / Particulars	Deciding Parameter	Assigned marks	Maximum Marks
1	Average turnover for the last 3 financial years 2022-23, 2023-24 and 2024-25. (Page No. 3, Point 2 of eligibility criterion minimum turnover is Rs. 5 crore) (for startups minimum turnover will be Rs. 2.00 cr as per page no 3, point no 2, for them for turnover of 2 Cr to 10 Cr - 2 marks Will be allotted and so on.)	5cr – 10 cr	2	10
		11cr – 15cr	4	
		16cr – 20cr	6	
		21cr – 25cr	8	
		Above 25cr	10	
2	Experience in the advertising field (Page No. 3, Point No. 4 of eligibility criterion-minimum experience is 5 years. For startups eligibility criterion minimum experience is 3 years. For startup minimum experience criteria is 3 years as per page no 3 point no 4, for experience of 3 to 10 years 2 marks will be allotted and so on).	5-10 years	2	10
		11-15 years	4	
		16-20 years	6	
		21-25 years	8	
		26 years +	10	
3	Total skilled staff strength	1-20	2	10
		21-30	4	
		31-40	6	
		41-50	8	
		50+	10	
4	Empaneled with a PSU client (Startup units will not come under this purview, as per page no 4, point no 5, minimum 2 marks will be allotted startup and so on)	1	2	10
		2	4	
		3	6	
		4	8	
		5 & above	10	
5	Empaneled with a BFSI client (Startup units will not come under this purview, as per page no 4, point no 5, minimum 2 marks will be allotted startup and so on)	1	2	10
		2	4	
		3	6	
		4	8	
		5 & above	10	
6	Presence in Mumbai and following 17 cities: Ahmedabad, Bangalore, Bhubaneshwar, Bhopal, Chennai, Chandigarh, Delhi, Hyderabad, Jaipur, Kolkata, Lucknow, Patna, Pune, Ranchi, Varanasi, Vishakhapatnam, Vijayawada. (Startup units will not come under this purview, minimum 1 mark will be allotted and so on)	Mumbai +2	1	5
		Mumbai+4	2	
		Mumbai+6	3	
		Mumbai+8	4	
		Mumbai+10 & above	5	
7	2 Major campaigns of Rs.1.0 Crore & above during last 3 years for single client (i.e. F.Y. 2022-23, 2023-24, and 2024-25)	2 campaigns	2	10
		3 campaigns	4	
		4 campaigns	6	
		5 campaigns	8	
		Above campaigns	10	



8	Assessment of credentials basis pre- defined scorecard shared below.	Evaluation committee shall score the profile basis the documents submitted. The decision taken by evaluation committee shall be final & cannot be Debated	25
9	Number of Awards won in the ABBYs, EMVIES and/or Cannes in the last three years 2022-23, 2023-24, and 2024-25	Gold/Winner-3 points/medal Silver/1 Runner-up-2 points/medal Bronze/2 runner-up-1 point medal	10
Total			100

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

#### Scorecard for assessment of credentials-

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

- 1.5 Tenders as above can be submitted at <https://centralbank.abcpocure.com> up to 3:00 p.m. on 11.11.2025 and will be opened on 11.11.2025 at 3.30 p.m.
- 1.6 Tenders submitted late on account of any reason whatsoever and physical / telegraphic tenders will not be entertained.
- 1.7 The Earnest Money Deposit by Demand Draft payable at Mumbai must accompany each tender and the tenders not accompanied by the Earnest Money Deposit through a Demand Draft are liable to be rejected as NON-RESPONSIVE. The copy of the EMD to be uploaded online along with technical bid.
- 1.8 Original DD of Tender fee to be sent to us and copy of DD of EMD is to be uploaded with all relevant document of Technical Bid.
- 1.9 The tender shall be valid for a period of not less than 120 days after the date of opening of Financial Bids.
- 1.10 The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all tenders.
- 1.11 The acceptance of a tender will rest with the **CENTRAL BANK OF INDIA**, Corporate Communication – BSD, Chander Mukhi Bldg., Nariman Point, Mumbai who does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.



- 1.12 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Agency who resort to canvassing will be liable to rejection.
- 1.13 No employee of the Bank is allowed to work as a Contractor for a period of two years of his retirement from Employer's services, without the prior permission of the Employer. The contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Employer / Consultant as aforesaid before submission of the tender or engagement in the Contractor's service.
- 1.14 The tender for work shall remain open for acceptance for a period of 120 (Days) from the date of opening of Financial Bid. If any tenderer withdraws his tender before the said period, then the Bank shall be at liberty to forfeit the Earnest Money paid along with the tender.
- 1.15 The tender for the work shall not be witnessed by an Agency or Agency who himself / themselves has / have tendered or who may and had / have tendered for the same work. Failure to observe this condition would render tenders of the Contractors tendering as well as witnessing the tender liable to summary rejection.
- 1.16 It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement (as per format decided by Bank) for each component with the Bank. Bank may at its discretion revise the format of Agreement.
- 1.17 The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.
- 1.18 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 1.19 The Agency concerned should execute the work in co-ordination with other related works Agency and Bank will not entertain any wastage of time / wastage of materials for their lack of co-ordination among them. The wastage of materials if any must be entirely borne by the Agency only.
- 1.20 For any further information on the tender, please contact Corporate Communication Section over Phone no. 022-6638 7863.



**(J K Sinha)**  
**AGM, Corp Comm – BSD**



## SECTION -II

### GENERAL RULES AND INSTRUCTION FOR THE GUIDANCE OF TENDERER

Tenders are hereby invited on behalf of **General Manager – CENTRAL BANK OF INDIA – Business Support Department, 16<sup>th</sup> Floor, Chander Mukhi Building, Nariman Point, Mumbai – 400021.**

#### **1. Scope of Work-**

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

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

- 1.1 Conceptualization, design and development of creative campaigns for the reinforcement, extension, enhancement and promotion of Central Bank of India where the brief will be provided by Central Bank of India itself.
- 1.2 Conceptualization, design and production of ads for release on TV, Print and Radio media,
- 1.3 Production of all advertising material that will be needed in the release of advertisements in various media like Print, TV, Radio, Cinema, Digital, Outdoor etc.
- 1.4 Job(s) for release of advertisement in print/electronic/digital and other media shall be assigned to one agency and design/concept could be taken from another agency approved by the Bank out of various designs/concepts artworks submitted by the empaneled agencies and the Bank shall not be liable to pay any amount on account of conceptualization / designing/artwork etc. to the agencies for their concepts/design not selected by the Bank.
- 1.5 The design/concept developed by the agency and selected by the Bank shall be the sole property of the Bank and as such, the concerned agency shall not have any right to use the same anywhere else. Further, the same can be released directly in media by the Bank at any time, at its sole discretion.
- 1.6 The bidder shall be responsible for quoting the cost of conceptualizing, creating the entire creative & its media planning under this engagement/work and extending all the required support for monitoring (in case of a third party production- cum-release house) the release of the approved creative work through selected medium.
- 1.7 The bidder will have to carry out Review and submit Monitoring report of respective activity carried out by them on regular basis.
- 1.8 The Agency will be required to submit details on each activity/event conducted including the relevant artwork.
- 1.9 Publicity campaigns, Notice/Tender advertisements should be in Hindi, English and/or other regional languages as may be approved by the Bank from time to time.
- 1.10 Monitoring and reporting on campaign performance on day to day basis.
- 1.11 Advise on appropriate communication strategy including media options and formats for campaigns.
- 1.12 Research required achieving the above mentioned scope.
- 1.13 Impact analysis/assessment post every campaign should be carried out and submitted to Central Bank of India.



- 1.14 All the media releases shall happen either through selected Agency's own or sub- contracted production-cum- release- houses. Central Bank of India reserves the right for the final selection of production-cum-release houses.
- 1.15 The Agency should present a "Competitive media review for the "Banking" category on a Bi-annual basis. It should present any new relevant consumer insights or case studies in the banking/finance categories that could benefit Central Bank of India.
- 1.16 The Agency should present regular (quarterly) updates on TV viewership using BARC data and half-yearly updates on Indian Readership Survey (IRS).
- 1.17 The Agency should also present regular updates on digital media consumption in India using any of the widely accepted data sources e.g. ComScore.
- 1.18 The Agency should also present an annual Media Market Overview to high light the changes, developments and key trends in media in India.

## 2 TERMS & AWARD OF WORK

- 2.1 The empanelment shall be initially for 1 (one) year from the date of signing of contract which shall be renewed periodically for a further period of two years with a review after end of each year, total 1+1+1 i.e. for 3 years.
- 2.2 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 the work.
- 2.3 Bank may, at its sole and absolute discretion, choose to avail all services or part thereof. Such decision will be advised during the course of the engagement.
- 2.4 Release of advertisements in various media like Print, TV, Radio, Cinema, Digital, Outdoor activities etc. in India/Abroad. It is at the sole discretion of the Bank to select "Agency of Release" and "Agency of concept creation" as it may be.
- 2.5 Bank may assign the work of "Agency of Release" and "Agency of concept creation to any empaneled advertising agency.
- 2.6 Bank may invite media plans from all or selected empaneled agencies. The bank may select "Agency of Release from submitted media plan which are suitable to bank's need and negotiable / competitive  

**or**

The bank reserves the right to negotiate directly with the media for release of advertisement if situation so demands

**or**

Any other suitable selection methods which may emerge from time to time.
- 2.7 Bank will define the evaluation methodology in line with CVC and regulatory requirements and industry trends.
- 2.8 The empaneled agency will be paid the expenses incurred by them during their services on the due submission of an Itemized bill. The price quoted in the bill is exclusive of GST or any other applicable taxes and payments made will be subject to deduction of TDS and such other taxes as may be applicable from time to time. Further, all prices should be expressed in Indian Rupees.



- 2.9 The successful agencies is /are required to enter into contract with the bank duly mentioning the terms and conditions and scope of work and remuneration criteria on mutually agreed terms.
- 2.10 The empaneled agencies should not use the ideas given to them for banking usage in favor of other institutions.
- 2.11 The empaneled agencies should comply with Social media Policy, Publicity Policy of Bank & Brand Manual of the Bank.
- 2.12 If the Agency fails to undertake / complete the given assignment within the stipulated time, Bank reserves the right to deduct an amount as decided by the Competent Authority from the fee payable to the agency as case to case basis.

### 3. CONFLICT OF INTEREST

- 3.1 Central Bank of India requires that agencies – provide professional objective – and impartial services and at all times hold Central Bank of India's interests paramount, strictly avoid conflicts with other Assignment's Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Central Bank of India.
- 3.2 Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Central Bank of India, or that may reasonably be perceived as having this effect. If the agencies fail to disclose said situations and if Central Bank of India comes to know about any such situation at any time, it may lead to the disqualification of the agencies during bidding process or the termination of its agreement during execution of assignment.
- 3.3 Employees of Central Bank of India shall not work as, for or be a part of the firm / company or Agency(ies). Similarly, employees of the agency shall not have any right of employment in the Bank.

### 4. SPECIFIC DETAILS (Preparation & submission of bids)

- 4.1 An agency can submit only one proposal and the same will be mentioned on the proposal if an Agency submits more than one proposal all the proposals submitted by the agency shall be disqualified.
- 4.2 Proposals once submitted cannot be withdrawn by the agency (ies).
- 4.3 Reputed agencies meeting the minimum qualifying criteria as on the date of RFP is eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.
- 4.4 Please note that prices / charges should not be indicated in the technical bid but should only be indicated in the financial bid.
- 4.5 All the pages of the proposal to be digitally uploaded must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 4.6 The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- 4.7 All pages of the bid, shall be initialed and stamped by the person or persons who sign the bid.



- 4.8 The completed proposal and duly signed Integrity pact as per Annexure XII attached, to be submitted online but demand draft of Rs.2,000 of Tender Fee (non-refundable) favoring "Central Bank of India" payable in Mumbai be submitted in original to Bank. Copy of EMD of Rs. 3.00 lakh as mentioned on Page No. 12, Point No. 6 should be uploaded online with Technical Bid.
- 4.9 The proposal submitted should be signed by an authorized signatory. A self-attested and stamped document to provide details of authorized signatory to be submitted.
- 4.10 Any proposal received by Central Bank of India after the last date and time for submission of bid shall be rejected/not considered. However, Central Bank of India reserves the right to extend the last date of submission of bids, in which case, all rights and obligations of Central Bank of India and the agencies will thereafter be subject to the deadline as extended. The information regarding extension of date and time of submission of bid will be informed on the website of the Bank. **The bids submitted by e-mail shall not be considered.**

### 5. Pre-Bid Meeting & Clarifications

- 5.1 Central Bank of India shall hold a pre-bid meeting with the prospective bidders on **29/10/2025** at 3:00 p.m. at Central Bank of India, Corporate Communications Dept, 16th Floor, Chander Mukhi Building, Nariman Point, Mumbai 400021 or through a virtual meeting.
- 5.2 The bidders will have to ensure that their queries for Pre-Bid meeting should reach to Central Bank of India (corpcomm@centralbank.co.in, corpcommcbi@gmail.com) by email on **28/10/2025** by **05.00** p.m. No oral, telephonic or individual consultation shall be entertained.
- 5.3 The queries should necessarily be submitted in the following format.

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

- 5.4 Central Bank of India shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time will not be entertained by Central Bank of India.
- 5.5 Central Bank of India makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Central Bank of India undertake to answer all the queries that have been posed by the bidders.
- 5.6 Queries received from the bidder shall be evaluated by the members of committee and point of clarifications by the committee shall be final. Queries and the clarifications by the committee shall be uploaded on the website as corrigendum to the RFP.



- 5.7 The clarification of the Bank in response to the queries raised by the Applicant's, and any other clarification / amendments / corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Applicants.
- 5.8 Non receipt of reply to the queries raised by any of the Applicants shall not be accepted as a valid reason for non-submission of application. In addition, non reply to any query may not be deemed the version of the Applicant as reflected in the query has been accepted by the Bank.

## 6. Earnest Money Deposit

- 6.1 The Earnest Money Deposit (EMD) with the application for Empanelment of Media Agency of Rs. 3,00,000/- (Rupees Three Lakh only) is payable by Demand Draft favoring "Central Bank of India" payable at Mumbai. Copy of DD of EMD is to be uploaded with application Form of bidder.
- 6.2 Application submitted without EMD will not be entertained. No interest is payable on EMD amount. EMD of unsuccessful Agencies will be returned immediately after the completion of the process of empanelment.
- 6.3 Original DD of EMD of successful Agencies (Technically qualified Agencies) is required to be submitted at the time of opening of Price Bid. EMDs of Technically qualified Agencies will remain with the bank till the expiry of empanelment period as a Performance Security. The Bank reserves the right to forfeit the EMD amount on termination of the contract.
- 6.4 **Exemption from submission of EMD** shall be given to bidders, who are Micro and Small Enterprises (MSE) and they are exempted from giving EMD may give Bid Security declaration in place of EMD. The bidder who is MSE has to submit necessary document issued by National Small Industries Corporation (NSIC) and the bidder who is startups has to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which is valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD exemption.
- 6.5 Provided that if such MSEs/ other entity allowed for exemption are selected as successful bidder then such MSEs/other entity who was allowed exemption from submission of EMD have to provide the performance security equivalent to the amount of EMD.

## 7. Opening of RFP /Tender

- 7.1 Tender opening shall happen as per the details provided in "Important Dates & Details" under the chairmanship of an officer authorized by Central Bank of India.
- 7.2 Initial bid scrutiny will be held, and incomplete details as given below will be treated as nonresponsive. If proposals;
- 7.3.1 are not submitted in as specified in the RFP document.**
- 7.3.2 received without the Letter of Authorization (Power of Attorney).**



- 7.3.3 are found with suppression of details.
- 7.3.4 submitted with incomplete information, subjective, conditional offers and partial offers.
- 7.3.5 submitted without the documents requested in the checklist.
- 7.3.6 have non-compliance of any of the clauses stipulated in the RFP.
- 7.3.7 with lesser validity period.

- 7.3 All responsive & eligible bids will be considered for further processing. Central Bank of India will prepare a list of responsive bidders who comply with all the terms & conditions of the RFP.
- 7.4 Consortiums are not allowed for this engagement. The bidding entity has to be a single entity duly registered under the applicable laws of the country.

## **8. Evaluation Process**

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

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

- 8.2 Central Bank of India shall first check Technical specifications of all the bidders for checking whether bidders are meeting the requirements of the bank for engaging Agencies for Media as mentioned in this RFP. Each of the eligibility criteria mentioned in this RFP is mandatory. In case the bidder does not meet any one of the conditions, the bidder will be disqualified.
- 8.3 Bidders would be informed of their qualification/disqualification based on the eligibility check. The financial bid of disqualified bidder will not be considered.
- 8.4 Agencies meeting the eligibility criteria would be shortlisted by the evaluation committee.
- 8.5 All eligible bidders shall undergo "Technical Evaluation" basis scoring pattern mentioned in this RFP. Only top 6 agencies basis scores received in descending order (subject to minimum scoring marks of 60) shall be shortlisted for the next stage of evaluation.

### **Stage II: Commercial evaluation-**

- 8.6 Top 6 technically qualified bidders with a minimum score of 60 & above to participate in financial bid opening process. In the financial bid, break up of Media commission as % on gross media billing is required to be given separately by bidders.
- 8.7 The commercial bids for the technically qualified bidders will be opened and reviewed to determine whether the commercial bids are in accordance with the RFP requirements. Bids that are not substantially responsive are liable to be disqualified at Central Bank of India's discretion.
- 8.8 Following the above process, the bidder with the lowest commission as % on gross media billing will be declared as the L1 bidder respectively, subject to evaluation of the cost break down.



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

8.9 Based on the commercial evaluation, all 6 Technically qualified agencies whose price bid were opened will be selected. L1 bidder will be considered as the base. All the other 5 agencies shall be asked to match the L1 commercial bid on media.

8.10 All Six such agencies (if they are ready to match the L1 Commercial Bid) shall be selected for empanelment. Central Bank of India reserves the right to negotiate with the L-1 Agency on the commercials.

8.11 In case of a tie in financial bid, the bidder with the higher technical quality score will be selected as L-1.

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

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

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

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

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

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

### **9. Instructions, Terms & Conditions**

9.1 Central Bank of India reserves the right to negotiate better rates from the agency(ies) selected.

9.2 Central Bank of India reserves the right;

9.2.1 To accept or reject any or all the proposals.

9.2.2 To cancel the RFP process at any time without assigning any reasons, therefore.

9.2.3 To re-issue the RFP, if cancelled.

9.2.4 To empanel or engage any agency other than by this RFP.

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

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



- 9.5 The agencies or its agency or its personnel shall not disclose any confidential/vital information which are disclosed /provided to them during the course of briefing or any discussion or acquired by the agency to any third party without prior permission of the Bank and such information shall be kept confidential even after the termination/expiry of the agreement. The empaneled agencies will have to sign the non-disclosure agreement with the bank on its behalf / on behalf of the sub-agency, in case pitch brief is shared.
- 9.6 The inclusion of agencies in the Bank's panel does not guarantee any minimum business. It is further clarified that the empanelment of any agency does not tantamount to an assurance by the Bank for the purpose of awarding any assignment/ publicity services/release of the advertisement or such other matter. Further, empanelment of any Agency shall not prejudice the Bank's right to avail services from any other Agency (ies) /service providers.
- 9.7 In case any Agency closes any of its offices, it should immediately inform the Bank about the fact in writing.
- 9.8 On renewal of INS Accreditation certificate, Doordarshan & AIR accreditation / registration certificate, copy of the same should be submitted to the bank.
- 9.9 The agencies shall seek the prior written approval of the bank-before-carrying out any market research, advertising research, public relations, and consultancy services, supervisory services, printing etc, in respect of any assignment for the Bank.
- 9.10 The bank shall make every effort to issue instructions approval in writing to the agencies. However, if the same is conveyed orally, the agencies shall get it confirmed immediately from the bank at the earliest in writing to avoid disputes.
- 9.11 The agencies shall abide by all relevant rules and regulations of the government as issued from time to time. The agencies shall be responsible for adhering to norms of the Advertising Standards Council (ASCI), Indian Newspapers Society (INS) and other applicable regulations and must ensure that each advertisement released by them on behalf of the bank is honest, truthful and conforms to the aforesaid requirement. They shall also maintain the highest standards of advertising principles.
- 9.12 The agencies should be sincere and prompt in responding to the call of the bank. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agencies should be able to execute order at short notices and even on holidays depending upon the urgency of the work.
- 9.13 The bank's dealing with the agencies shall be on a principal to principal basis and the bank shall have no liability to pay any media or suppliers for anything done by the agencies. Where the bank has to sign joint contracts with third party media or suppliers, the agencies shall have to satisfy the bank about proof of payment to the media or suppliers in scheduled time before release of payment by the bank.
- 9.14 The rates approved by the bank shall be treated as final. In case of any revision thereof due to any reason, the agencies shall intimate the same to the bank immediately and seek fresh approval of the bank
- 9.15 The agencies shall return all the artworks, blocks, films, CDs, photographs etc. given to them by the bank for use of the publishers, printers, channels, radio stations, digital team from time to time.
- 9.16 Arrangement/Procurement of image/human faces/characters/insignia etc. for use of advertisement(s) shall be at the cost and responsibility of the agencies and the bank will only pay post approval by designated bank authority after agency asks for approval before purchase of such material. No dispute can be raised against the bank in such matters by the agencies or any third party. The agencies shall be solely responsible for compensation etc., if any, claimed by anyone/ ordered to be paid by any court or forum in any such matters. It may be noted that the images used by the agencies in the designs should be on EXCLUSIVE RIGHTS BASIS. The agencies shall indemnify the bank in this regard and in respect of any third party claims or claims regarding any intellectual property rights.



- 9.17 The bank reserves the right to withdraw the RFP or delete/amend/change/modify any clause(s) mentioned herein at any time, without assigning any reason and shall not be held liable for any losses of damages caused by such withdrawal amendment modification. The withdrawal of RFP would be by serving a suitable letter by the bank to all the agencies who have submitted their proposals, either on their addresses provided on the proposal or via email or by way of notice on the bank's website.
- 9.18 The agency shall indemnify Central Bank of India against any action or proceedings brought against Central Bank of India by reason of omission commission or negligence on its part or on the part of its employees/agents, in the performance of the said services. The agency shall be liable for any of its employees/agents actions that are detrimental to interest of Central Bank of India and the quantum of damages for the same will be decided by the Bank which will be final and binding on the agency. The agency shall also indemnify Central Bank of India in respect of any third party claim in respect of any Intellectual Property Rights (IPR) violations alleged or raised on account of the services provided by the agency to the Bank.
- 9.19 Any dispute or differences whatsoever arising during the contract period between the empaneled agency and Central Bank of India shall be referred for arbitration to be considered in accordance with the Arbitration & Conciliation Act, 1996 and as per the procedure laid down in clause no 14.34 and the venue of arbitration shall be in Mumbai and language of Arbitration shall be English. The above stated terms and conditions are to be treated by the empaneled agency as final. There will be no scope for further discussions or negotiations.
- 9.20 For ATL/BTL, the commission to include artworks, studio charges & translation charges. Supervision fee for production costs, execution costs or any other third party costs shall be paid as agreed basis the financial bid. Prior approval required on the third party costs.
- 9.21 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 services is availed then only commission for the service availed would be paid.
- 9.22 In case only media release is done without any creative being developed, then only media commission will be paid.
- 9.23 Central Bank of India reserves the right to appoint-auditors-to-audit the books of account of the agencies for transactions related to the bank.
- 9.24 Central Bank of India reserves the right to appoint media auditors to conduct a media planning and buying audit of its media campaigns. The agency will co-operate with such auditors by submitting all the data related to the media campaigns as requested by the Bank/media auditors.
- 9.25 The empaneled agency will have to execute an agreement with the bank in the format approved by the bank. The same will be provided after finalization of empanelment. If the selected Agency differs / does not agree on any conditions /terms of the contract, the bank has the right to appoint the next ranked agency without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action
- 9.26 Indemnity: The agency shall indemnify and keep indemnified the Central Bank of India against any loss or costs, charges and expenses required to be incurred or suffered by the Central Bank of India by reason of or as a result of the agency doing any act contrary to the provisions of this agreement or violation of any copy right or intellectual property rights by the agency and on account of publication of any advertisement which results in violation of any rules and negligence on the part of the agency. The agency shall also indemnify and keep indemnified the Central Bank of India, its directors, executives and authorized representatives against any loss, costs, charges and expenses incurred due to or resulting from the breach of any provision of the agreement between the agency and any media of advertisement or the owner of any premises on which the advertisement may appear.



- 9.27 The Central Bank of India also agrees to indemnify the agency against all the loss, costs, charges and expenses, incurred and suffered by the agency on account of any legal action taken against the agency for the publication of any advertisement of the Central Bank of India and which was approved by the Central Bank of India; provided the same is not resulting or attributable to any negligence or violation of any rules, regulations or codes as the agency was required to comply with and such assignment is as per the Terms & Conditions of the contract.
- 9.28 Notwithstanding the above, neither party shall be liable the other for any indirect or consequential losses which may be incurred as a result of any matter arising under or in relation to this agreement.

**9.29 Penalty:**

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

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

**9.31 Termination of Agreement:**

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

- a) Failure of the successful bidder to accept the contract within 30 days from the date of declaration of successful bidder.
- b) Delay in delivery beyond the specified period
- c) Delay in completing implementation/customization beyond the specified period.
- d) Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of solution.
- e) If the successful bidder fails to perform any of its obligations within the specified timelines as per the RFP/Agreement.
- f) Violation of any terms and conditions of RFP/Agreement.
- g) If the successful bidder goes in liquidation voluntarily or otherwise.
- h) Non satisfactory performance of the selected bidder during implementation and operation.
- i) Failure to integrate/implement the project as per the requirements of Bank as stated in this RFP /Agreement.
- j) Selected bidder is found to be indulging in frauds.

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



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

**9.32. Intellectual Property Rights:**

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

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

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

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

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

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

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

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



### 9.36 Services Level Agreement:

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

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

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

(SLA- Service Level Agreement)

\*Material Breach terms & conditions to be shared with the empaneled agencies in the final Service Agreement.



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

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

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

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

**Tender Document consisting of the following :**

Sr. No.	Annexure No.	Description
<b>TECHNICAL BID</b>		
1	Annexure – I	Format for Covering Letter
2	Annexure – II	Format of Proposal for empanelment of Media Agency
3	Annexure – III	Declaration-Cum-Certificate
4	Annexure – IV	Curriculum Vitae (CV) For Proposed Professional Staff
5	Annexure – V	Format for Financial Summary (Turnover)
6	Annexure – VI	List of Projects (Completed and On-going)
7	Annexure – VII	Anti-Collusion Certificate
8	Annexure – VIII	Declaration for not Black Listed
9	Annexure – IX	Declaration for not Under Liquidation
10	Annexure – X	Empanelment Certificate
11	Annexure – XI	Bid Security Declaration Form
12	Annexure – XII	Integrity Pact
13	Annexure – XIII	Non-Disclosure Undertaking
In addition to Annexures, must enclose documents in support of Technical Bid data such as copy of PAN, GST, Certificate of Incorporation, Audited Balance Sheet, Profit & Loss Accounts duly certified by Statutory Auditor with UDIN along with Statutory Auditor's report, Accreditation, Registration, Membership, Copy of Work Order supporting year & area of activity. List of employees – branch office wise & break up of permanent or on retainership basis, Office address Proof, List of Banks/PSU/FI where agency is currently empaneled, documents regarding profile & experience of the individual members in the core team, Self-signed certificate/self-declaration letter as required for arriving technical eligibility.		
<b>COMMERCIAL/ FINANCIAL BID</b>		
14	Annexure – XIV	Form of Tender – Financial Bid



**SECTION - III**

**FORM OF TENDER**

**ANNEXURE I: FORMAT FOR COVERING LETTER -  
(To be furnished by the bidder on their letter head)**

**Covering Letter**

Date:

To,  
Asst General Manager,  
Central Bank of India  
Corporate Communications Dept 16th Floor, C  
handar Mukhi, Nariman Point, Mumbai 400021.  
Tel.No. 022-66387863

Sub: Application for Tender for empanelment of Media Agency

Sir,

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

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made and the information provided herein is complete, true, and correct in all aspects. This Bid shall be valid for 120 days from the Bid Due Date.
2. We acknowledge that Central Bank of India will be relying on the information provided in this Bid and the documents accompanying such Bid for pre-qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in the Annexure are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.
3. All the required documents as per format provided in the Tender document, duly signed, are enclosed.
4. I / We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Central Bank India Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection process itself, in respect of the above mentioned Project.
5. I / we agree and undertake to abide by all the terms and conditions of the Tender document.



6. We also understand that:

6.1 This Bid is only for short listing of the bidders.

6.2 Central Bank of India is not bound to accept the Bid of any Bidder, either in part or in full. If Central Bank of India rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.

6.3 This does not entitle us to receive any documents or to be invited for Price Bid for the Project.

6.4 Central Bank of India has the right to change or alter the details of the Project or scope of work.

6.5 Central Bank of India reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures and timing of the Bidding process, alter the terms of participation in the Bid process at any stage of the Bid process and to suspend or terminate the Bid process.

SIGNATURE:

NAME:

DESIGNATION:

COMPANY SEAL

COMPANY:



**ANNEXURE -II: FORMAT OF PROPOSAL FOR EMPANELMENT OF MEDIA AGENCY**

No.	Brief Description	
1	Name of the Agency/Firm	
2	Constitution of Agency	
3	Address of Registered Office with Contact Person(s), Telephone Nos, Mobile Nos.	
4	Addresses of Branch Offices with Contact Person(s), Telephone Nos., Mobile Nos.	
5	Name of the Proprietor/Partners/Directors.	
6	Date of Establishment	
7	Income Tax Permanent Account Number (PAN)	
8	Goods & Service Tax No.	
9	No. Of years in Advertising Business	
10	<p>Details of Employees</p> <p>A) Creative Artists (Nos.)</p> <p>B) Media Planners (Nos.)</p> <p>C) Media Buyers (Nos.)</p> <p>D) Client Servicing (Nos.)</p> <p>E) Other Staff (Nos.)</p> <p>(Branch Office-wise No. of employees, list along with permanent employees or on retainer-ship basis details)</p>	
11	<p>Financial Position: (transaction in Cr.)</p> <p>2022-23, 2023-24, 2024-25</p> <ul style="list-style-type: none"> <li>• Turnover &amp; Profit</li> <li>• Net Worth</li> <li>• (Copies of Audited Balance Sheet, Profit &amp; Loss a/c with Auditors Report to be enclosed for last 3 years as mentioned above)</li> </ul>	
12	<p>INS Accreditation:</p> <p>(Copy of Certificate to be enclosed)</p>	<p>Yes / No</p> <p>Since ..... Years</p>
13	<p>Doordarshan accreditation/registration: AIR accreditation/ registration:</p> <p>(Copy of accreditation/registration certificates to be enclosed)</p>	<p>Accreditation/Registration Since ..... Years</p> <p>Accreditation/Registration Since ..... Years</p>
14	<p>List of Banks/PSU'S/FI or any other major corporate of BFSI Sector where agency is currently empaneled.</p> <p>(Empanelment Certificate (not more than 15days old) in support thereof to be enclosed as per Annexure XI)</p>	
15	<p>Details of key personnel, if agency is empaneled, who will work with Central Bank of India with age, qualifications, experience (in yrs) notable skills and achievements etc</p>	



16	Whether agency has resource (in house or outsourced) to handle multi-lingual publicity campaigns, with proficiency and proof reading facilities in all major Indian Languages	Yes/No If yes, In-house/Outsource			
17	Whether blacklisted by any Central / State, Government / Public Sector Undertakings/ any other Corporate (s) in the last five years	Yes/No			
18	Whether involved in any major litigation or any Legal, criminal, civil, taxation and other cases pending against the company	Yes/No If yes details to be provided on company letterhead			
19	Whether firm is under liquidation.	Yes/No			
20	List of Major Corporate clients serviced:				
	Sr. No.	Name of the Client	Billing for 2022-23	Billing for 2023-24	Billing for 2024-25
21	Major Campaigns Handled for Single Product/Services/ Brand involving spend of 1.0 cr. & above for empanelment under Category during the last three financial years (2022-23, 2023-24 & 2024-25).				
	Sr. No.	Name of Campaign	Media Used	Amount Spent	Name of Client

We certify that the above particulars are correct, and we understand and agree that if any statement is found to be false or not correct, Central Bank of India reserves the right to remove our name from the panel, if empaneled, with immediate effect and Central Bank of India's authority in this regard is full and final. We understand and agree that the empanelment does not obligate Central Bank of India in any manner. We also understand that Central Bank of India has the right to cancel the name of the agency from the approved lists at its absolute discretion at any time during the term of the empanelment.

Signature of Authorized person:

Signed at dated by \_\_\_\_\_

Designation for \_\_\_\_\_ Agency \_\_\_\_\_

Seal of Agency:



**ANNEXURE III: DECLARATION-CUM-CERTIFICATE**

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

TO WHOMSOEVER IT MAY CONCERN

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

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

(AUTHORISED SIGNATORY) NAME

DESIGNATION

SEAL OF THE COMPANY



**ANNEXURE IV: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position.
2. Name of Agency (Insert name of firm proposing the staff.
3. Name of Staff [Insert full name]
4. Date of Birth
5. Education indicates college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment.
6. Membership of Professional Associations
7. Other Training (Indicate significant training since degrees under 5-Education were obtained)
8. Languages (For each language indicate proficiency: good, fair or poor in speaking, reading and writing)
9. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions hold.

	From (Year)	To (Year)
Employer		
Position Held		

10. Detailed Tasks Assigned:

11. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned

- a. List all tasks to be performed under this assignment.
- b. Among the assignments in which the staffs have been involved indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 10.
  - i. Name of assignment or project
  - ii. Year
  - iii. Location
  - iv. Client
  - v. Main project features
  - vi. Positions held
  - vii. Activities performed

SIGNATURE & DATE:



**ANNEXURE V: FORMAT FOR FINANCIAL SUMMARY (TURNOVER)**

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

All figures in Equivalent Currency (in Lakhs)

Description	Turnover in last three financial years - Audited			Average turnover in the last three years.
	FY 2022-23	FY 2023-24	FY 2024-25	
Operating Revenue				
Other Revenue				
Total Turnover				

Financial Year: 1st April to 31st March

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

Signature:

Name of the Statutory Auditor: Membership No:

Designation:

Name of the Audit Firm: FRN:



**ANNEXURE VI: LIST OF PROJECTS (COMPLETED AND ON-GOING)**

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

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

Signature of bidder Place :

Name : Date : Seal



## ANNEXURE VII: ANTI-COLLUSION CERTIFICATE

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

To,  
Asst General Manager,  
Central Bank of India  
Corporate Communications Dept 16th Floor,  
Chander Mukhi, Nariman Point, Mumbai 400021.  
Tel.No. 022-66387863

Sub: Application for Empanelment of Media Agency for Central Bank of India

Dear Sir

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

Name of the bidder-

Signature of the authorized signatory-

Name of the authorized signatory -



**ANNEXURE VIII: DECLARATION FOR NOT BLACKLISTED**

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

To,  
Asst General Manager,  
Central Bank of India  
Corporate Communications Dept 16th Floor,  
Chander Mukhi, Nariman Point, Mumbai 400021.  
Tel.No. 022- 66387863

Sub: Application for empanelment of media agency for Central Bank of India Dear Sir,

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

Signature of bidder Place

Name Date Seal



**ANNEXURE IX: DECLARATION FOR NOT UNDER LIQUIDATION**

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

To,  
Asst General Manager,  
Central Bank of India  
Corporate Communications Dept 16th Floor,  
Chander Mukhi, Nariman Point, Mumbai 400021.  
Tel.No. : 022- 66387863

Sub: Application for empanelment of media agency for Central Bank of India Dear Sir,

I / We \_\_\_\_\_ hereby confirm that our firm is not under liquidation.

No Liquidation proceeding is under process due to whatsoever the reason by any government organization financial institution/Court Public sector Unit /Central Government/State Government.

Signature of bidder Place

Name Date Seal



**ANNEXURE X: EMPANELMENT CERTIFICATE**

(On letterhead of the Company duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

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

(AUTHORISED SIGNATORY) NAME:

DESIGNATION



## ANNEXURE XI - BID SECURITY DECLARATION FORM

Date:

RFP No:

To,

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

OR

- 2A. As per the tender / RFP no... floated for..... at para no: a Bid Declaration Form In lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRS) 2017 by Micro and Small Enterprises (MSES).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 1 year from the date of notification, if we are in a breach of any obligation under the bid conditions, because I/We
  - a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
  - b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
    - (i) fail or reuse to execute the contract, if required, or
    - (ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that am the authorized person of declaration for and on behalf of Letter of Authority for executing to make the declaration is enclosed.

Signed:

In the capacity of Name:

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of Corporate Seal (where appropriate)

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



## ANNEXURE XII - INTEGRITY PACT

### Between

Central Bank of India hereinafter referred to as "The Principal",

### And

..... hereinafter referred to as "The Bidder/ Contractor"

### Preamble

The Principal intends to award, under laid down organizational procedures, ..... contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

### Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant BNS/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the

"Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed therein.

#### Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6 – Equal treatment of all Bidders / Contractors



(1) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(2) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 – Criminal charges against violating Bidder(s) / Contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the MD & CEO, CENTRAL BANK OF INDIA.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) with confidentiality.

(4) 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. Parties to this agreement agree that they shall not approach the courts while representing the matter to IEM and will await IEM's decision in the matter.

(6) The Monitor will submit a written report to the MD & CEO, CENTRAL BANK OF INDIA within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the MD & CEO CENTRAL BANK OF INDIA, a substantiated suspicion of an offence under relevant BNS/PC Act, and the MD & CEO CENTRAL BANK OF INDIA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word "Monitor" would include both singular and plural.



Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD & CEO of CENTRAL BANK OF INDIA.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail."

(For & On behalf of the Principal)

For & On behalf of the Principal

(Office Seal)

Bidder / Contractor  
(Office Seal)

Place \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Witness1:

Witness1:

Name & Address

Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### ANNEXURE XIII – NON-DISCLOSURE UNDERTAKING

This Agreement made at \_\_\_\_\_, on this \_\_\_\_ day of \_\_\_\_\_ 2025

Between

\_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

CENTRAL BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at Central Office, Chander Mukhi, Nariman Point, Mumbai – 400 021 (hereinafter referred to as "BANK" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART

The .....bidder and BANK are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### 1. Confidential Information

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party,



(c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or

(d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

## **2. Non-Disclosure**

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its employees, consultants, auditors, sub-contractors ("Representatives") consultants only if such representatives have executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## **3. Publications**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

## **4. Term**

This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

## **1. Title & Proprietary Rights**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the



Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

### **Return of Confidential Information**

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph. The obligation under this clause will not apply where it is necessary to retain any confidential information for the purpose as required by the law or for internal auditing purposes or electronic data stored due to automatic archiving or backup procedures.

### **2. Remedies**

The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

### **3. Entire Agreement, Amendment and Assignment**

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

### **4. Governing Law and Jurisdiction**

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai City only.

### **5. General**

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.



**6. Indemnity**

The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

In WITNESS THEREOF, the Parties hereto have executed these presents the day, month and year first hereinabove written:

Signed, Sealed and Delivered for the Principal	Signed, Sealed and Delivered for the Bidder
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____
<b>Company Seal</b>	<b>Company Seal</b>
<b>Witness I</b>	<b>Witness II</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Address: _____	Address: _____
Company: _____	Company: _____
Date: _____	Date: _____

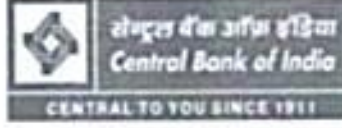


निविदा दस्तावेज/TENDER DOCUMENT  
(नियम, शर्तें एवं ड्राइंग्स/Terms, Conditions & Drawings)

भाग/PART-बी/B

FINANCIAL BID /वित्तीय बोली

Proposed Empanelment/Engagement of Media Agency for Media Works at  
Corporate Communication Deptt-BSD, Central Bank of India, 16<sup>th</sup> Floor, Chander Mukhi,  
Nariman Point, Mumbai – 400 021



ANNEXURE XIV: FORM OF TENDER – FINANCIAL BID

To,  
AGM – BSD (Corp. Comm),  
Central Bank of India  
16th Floor, Chander Mukhi,  
Nariman Point, Mumbai 400021.  
Tel.No. 022- 66387863

**Subject: Application for Empanelment of Media Agency for Central Bank of India**

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

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

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

Signature of Authorized Person of bidding agency :

Full Name & Designation of authorized Person :

Name of the Bidding Agency :

Date

Seal of Agency :



## SECTION - IV

### MEDIA AGENCY AGREEMENT

THIS MEDIA AGENCY EMPANELMENT AGREEMENT (the "Agreement") is made on this ..... day of ....., 20... at Mumbai.

BETWEEN: Central Bank of India, a body corporate constituted under Banking companies (Acquisition & Transfer of Undertaking) Act 1970, having its Head office at, Chander Mukhi, Nariman Point, Mumbai 400 021 hereinafter referred to as the "the Bank" which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns on the ONE PART AND: M/s. ....

....., having its registered office at .....

..... hereinafter referred to as "the Agency" which expression shall mean include the partners of the firm from time to time and their respective heirs, legal representatives, administrators and assign its successors and permitted assigns on the OTHER PART.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

WHEREAS the Bank has agreed to empanel the Agency vide its E-mail/communication dated ..... for its marketing and publicity activities such as conceptualizing, designing and releasing of Corporate / Banking Products advertisement and any other requirement related to marketing and advertising of the Bank.

AND WHEREAS the Agency has agreed to undertake all such jobs as and when assigned by the Bank vide its E-mail/communication dated .....

AND WHEREAS in consideration of the premises, it is agreed between the parties as follows as Terms & Conditions of Empanelment:

1. The Agency has furnished and agrees to furnish a solvency certificate of Rs. 25,00,000/- from BANK NAME, BRANCH NAME.
2. The empanelment will come into force w.e.f. .... (date of acceptance of offer) to ..... The empanelment shall be initially for 1 (one) year from the date of signing of contract which shall be renewed periodically for a maximum period of two years with a review after end of each year, total 1+1+1 i.e. for 3 years.
3. Though the empanelment is upto ....., overall performance of the Agency will be reviewed every half year on the basis of the services rendered. Continuation of the service of the Agency for further period will depend on this review. The Bank reserves the right to terminate the empanelment arrangement at its own discretion without assigning any reasons by serving the Agency with a written notice of 30 days.
4. The empanelment of the Agency will stand cancelled automatically if:
  - a) It is not renewed after the date of expiry.
  - b) The Agency loses accreditation of INS.
  - c) The Bank has reason to believe that the Agency has indulged in unfair practices or violated professional ethics.
  - d) In the discretion of the Bank, Bank terminates this Agreement.
5. The inclusion of the Agency on our panel does not guarantee any minimum level of business.
6. The Agency shall ensure that all advertisement released in various media on behalf of the Bank have the prior written approval of the officer or officers so authorized by the Bank. In case of emergency, if the Agency has to undertake any work on verbal instruction, a letter of confirmation will have to be obtained by the Agency at the earliest.
7. Responsibilities of the Agency/Scope of the work:
  - a) Preparation of Artwork, if required for different advertisement campaigns and release of the same on Print Media.



- b) Suggestions/preparation of media plans for different advertising campaigns from time to time in print and electronic media.
- c) Preparation of Television Commercial, Radio Jingle and any other vertical of advertising for the Bank.
- d) Creation of artwork, if required for Hoardings, Banners, Posters, Glow Signs and all other outdoor media advertisement.
- e) Creation of Artwork, if required for leaflets, magazines and souvenirs etc.
- f) Organizing events for the Bank whenever required as per specified terms.
- g) Any other work related to Publicity and Corporate Communications of the Bank.
- h) Media release by Agency of Release.
8. For selection of artwork for print media (newspapers, magazines, souvenirs, posters, banners etc.) and Electronic media (Television, Digital, Online, Internet Portal, Social Media etc.) Bank will invite concept from any one or all the empanelled agencies as per the needs of the Bank at its sole discretion and no change will be made by the agency without the prior consent of the bank. The empanelled agency will make the changes in the said artwork as Bank deems it fit and the Agency cannot use the concept, artwork, picture, film jingle etc. for the other clients once Bank selects it.
9. If the Agency doesn't submit its artwork within deadline stipulated in sanction letter, it will be discretion of Bank to accept or reject the same.
10. Any correction in the artwork etc. suggested by the Bank will be completed by the Agency within the time stipulated here in below.
11. Artwork changes, logo sizing & positioning, changes in contents, size adaptation and language translation must be done on the same day from the time of receipt of intimation. If the Agency doesn't comply with the time lines stipulated herein above, it shall be treated that Agency is not interested in submitting the same and Bank shall be at liberty to give the said work to any other Agency without any notice. In such cases Bank will be at liberty to levy penalty as it deems fit.
12. Artwork/Commercial etc. once selected will be the property of the Bank and agency will not have any type of right on it. It can be repeatedly used in different media like print, outdoor, electronic etc. without seeking permission from the Agency or paying further commission. Agency has to provide original soft copy of open file to the Bank. The Agency can't use the concept, artwork, picture, film and jingle for other clients once the Bank selects it.
13. Art work designs / creatives etc. finally approved by the Bank should not be shared or copied in any form to any other organization/institution with whom the Agency is associated. Similarly Agency should not copy, adopt in any form artwork designs of other organizations for developing the creatives for our Bank. In such an event, Bank will not be responsible and any cost, damages, privileges, legal action accruing to that effect will be at the cost and consequences of the Agency.
14. Bank will invite media plans for media release from any one or all the empanelled agencies as per the need of Bank. The selection of the media will be the sole discretion of the Bank and no changes will be made by the Agency without the prior consent of the Bank.
15. All advertisement/ broadcasting/telecasting/displaying will be carried out by the Agency on the scheduled dates and no changes can be affected without the express/ implied consent of the Bank.
16. The Bank will not make any advance payment. However, bills, if otherwise in order, duly supported by the media bill authenticated by the Agency would be paid promptly. All applicable taxes including GST etc. will be deducted at source (TDS) from the final bills as required under Income Tax Act. The Agency shall pay all domestic taxes, duties, fees and other impositions (whenever applicable) levied under the applicable law.
17. After releasing advertisement in the media, "Agency of Release" will submit the media bills to the Bank.
18. Payment to "Agency of Release": Bank will pay cost of release of Bank's advertisement in media on Net basis plus the contracted Rate of Commission and applicable taxes such as GST etc. Bills of Creative and Media Agency should be supported by genuine Media House Bill and publicity proof. Appropriate TDS if any will be deducted from the amount payable against the Bill.
19. The Media Releasing Agency would be getting the commission for the release of Bank's advertisement as per contracted rate of commission.



20. No other charges shall be payable for releases of advertisements except for the rate quoted by the concerned media, for which duly certified copies of the media bill's should be submitted by the empanelled advertising Agency along with their bill.

21. If the creative sent to media for release is not found to be of good quality then the Bank will have the right to make suitable deductions from the payable amount or reject the payment bill to the Creative Agency on its sole discretion. The decision of the Bank in this regard will be final.

22. Government guidelines, provisions of Department of Information & Technology, official language policy, advertising code & ethics must be observed. Act of the agency should not be detrimental to the interest of Bank's brand building exercise.

23. Notices: All notices in connection with this agreement/contract shall be given in writing, hand delivered or sent by courier specified below mentioned address;

a) Assistant General Manager, Corporate Communication Department, Central Bank of India, Chander Mukhi Building, 16th Floor, Nariman Point, Mumbai-400021.

b) Name and address of the Agency: .....

#### 24. Confidentiality

Each party acknowledges that it may disclose confidential information to the other in connection with this Agreement. The party receiving the Confidential Information shall:

(i) use all Confidential Information received by it solely to carry out the purposes of this Agreement or any applicable statement of Work;

(ii) limit access to any Confidential Information received only to its employees and/or agents who have a need to know such confidential information and only for use in connection with this Agreement;

(iii) advise those employees and/or agents having access to the confidential information of the proprietary nature thereof and of the obligations set forth in this Agreement;

(iv) safeguard all Confidential Information received by using a reasonable degree of care; and

(v) upon written request and subject to the applicable laws, return or destroy and certify destruction of all copies, diagrams, computer memory media and all other materials containing any portion of the Confidential Information to the disclosing party upon its written request. Confidential Information means all proprietary, secret or confidential information relating to either party and its operations, employees, products, customer data or services, any information relating to any Affiliate of either party and all personal data, including all Personal Information. The confidential information remains confidential until it reaches the public domain in the normal course.

The Agency shall indemnify and keep the Bank indemnified, saved, defended, harmless against any losses, costs, charges, expenses, damages etc. whatsoever which the Bank may suffer and/ or incur by reason of the Agency's failure to perform its liability or to ensure customer data confidentiality or leakage of confidential customer related information or breach of confidentiality obligations. This is without prejudice to any other right Bank may have against the Agency.

#### 25. Billing-

Cost Estimates: The Agency shall not commence work on any project pursuant to this Agreement without first estimating costs for preparation, including copy, service layout, art, engraving, typography, processing, paste up and production. After determining the estimated cost, completion of the work shall be subject to the Bank's prior approval.

The Agency shall invoice the Bank for all Media costs, production charges for materials and services upon completion of the assignment and shall attach proof of completion.

No percentage will be added to the Agency charges for packing, shipping, postages, telephone, fax, travel expenses and other out of pocket expenses of the Agency personnel.

If agency fails to submit artwork within stipulated time as mentioned in sanction letter, no payment will be made to agency and bank will also be at liberty to levy penalty @ 2.5% of the contracted amount in addition to forfeiture of earnest money as liquidated damage.



Any act, commission or omission on the part of Agency detrimental to the interest of the Bank can cause termination of the Agency Agreement at the sole discretion of the Bank without recourse.

26. The Agency is also required to serve Zonal /Regional Offices of the Bank under the area of their operation.

27. The Agency shall indemnify the Bank against any claim or proceeding brought against it by reason of omission or negligence on its parts or on the part of its employees/agents, in the performance of the said service. Any claim arising out of improper/illegal use or invasion of copyright pertaining to the designs, visuals, scripts etc. provided by the Agency, shall be borne by the Agency even though these designs were approved by the Bank.

28. The Agency shall not divulge any information obtained during the course of interaction with the Bank to outside parties.

29. On the completion of any assignment/job, the Agency shall deliver to the Bank all material, papers, etc. and all other things belonging to or entrusted by the Bank to the Agency. In the event of termination of empanelment the Agency shall immediately deliver to the Bank all design works/artworks, documents and any other material in connection/connected with the same free from any claim with all the inclusive rights incidental thereto.

30. The Agency shall not sub-let or assign in part or full, jobs entrusted to it by the Bank to any other Agency.

31. Termination for Default:

i. Central Bank of India by written notice of 14 days, for default, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be:

a) If the agency fails to deliver any or all the goods/ services within the scheduled time period specified in the sanction/contract, or any extension thereof granted by the Bank.

b) If the agency fails to perform any other obligation(s) under the contract and

c) If the agency, does not provide remedy for his failure(s) within a period specified by the Bank, after the receipt of default notice.

ii. In the event of the termination of the contract in whole or in part, the Bank may procure services from other empanelled agencies, upon such terms and in such a manner as it deems appropriate, for the services/goods similar to those undelivered & the agency shall be liable for payment of such excess cost for such similar goods. The agency shall, however, continue to perform the contract to the extent not terminated.

iii. On the happening of any of the above circumstances, the Bank without prejudice to its other rights under the law of the contract, may purchase the balance quantity of the goods/services at the risk & cost of agency and book to them for the payment thereof and shall also claim a set-off of any dues payable under the contract to the agency against his dues under the contract or any previous contract.

32. Settlement of Dispute by Arbitration-

Any dispute and difference of any kind whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and re-enactment(s) and or modification(s) thereof and of the rules framed there under. The place for the arbitration shall be Mumbai. Any dispute arising will be subject to the jurisdiction of the court of Mumbai. Any dispute, controversy or claims, arising out of or relating to this Agreement or the breach, termination or in validity thereof, shall be settled by arbitration of a sole arbitrator jointly appointed by the Parties, or if the Parties are unable to Agree upon an arbitrator, to the arbitration panel of 3 (three) arbitrators, 1(one) to be appointed by each disputing Party and the third to be appointed by the 2(two) arbitrators so appointed.



33. Bank/RBI (Reserve Bank of India) shall have the right to access to all books, records and information relevant to the outsourced activity of the Agency. Bank/RBI shall also have the right to conduct audit/s on the Agency whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Agency in conjunction with the services performed for the Bank. Agency recognizes the right of the Reserve Bank of India to cause an inspection to be made of an Agency of the Bank and its books and accounts by one or more of its Offices or employers or other persons. Agency agrees to allow the Reserve Bank of India or persons authorized by it to access the Bank's documents, records of transaction and other necessary information given to, stored or processed by the Agency and in the event these are not accessible to RBI within a specified time the Bank would be liable to pay supervisory fees to RBI, in return same will be recoverable from the Agency.

34. Severability-

In the event that any term or condition or provision of this Agreement is held to be a violation of any applicable Law, statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion, the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

35. NO POWER TO SUB-DELEGATE-

The Agency shall not have any right to sub-delegate or appoint any sub-agent to do or carry out any work assigned or given by the Bank or any obligation or duty imposed upon the agency under the terms of this agreement, except and to the extent specifically authorized in writing by the Bank.

36. Non Exclusivity: The Bank is at liberty to avail the services of other empanelled Agency or agencies.

37. Governing Law: This agreement shall be governed by and construed in accordance with laws of India.

38. There is no agency, partnership, Joint Venture, employee-employer or Franchiser-franchise relationship intended to be created or created by this agreement.

IN WITNESS whereof the parties have put their hand on this Agreement on the day and year first above written.

**IN WITNESS WHEREOF THE AGENCY AND THE BANK HAVE AFFIXED THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH AND YEAR FIRST MENTIONED ABOVE.**

Signed and delivered by Central )  
 Bank of India by the hands of ) For and on behalf of Central Bank of India  
 Shri \_\_\_\_\_ )  
 Its constituted attorney, in the )  
 Presence of; ) sd/-

1) \_\_\_\_\_ )  
 2) \_\_\_\_\_ )

Signed sealed (with common seal )  
 and Delivered by \_\_\_\_\_ ) For and on behalf of \_\_\_\_\_  
 through its authorized signatory )  
 Shri. \_\_\_\_\_ )  
 In the presence of; )

3) \_\_\_\_\_ )  
 4) \_\_\_\_\_ )

sd/-



RATE CARD FOR MEDIA WORK			
Sr. No.	Particulars	Percentage In figures	Percentage In words
1	Media commission as % on gross media billing		

