REQUEST FOR PROPOSAL (RFP)

FOR

THE SELECTION AS ADVERTISING AGENCY FOR THE BANK

General Administration & Procurement Department

Machhapuchchre Bank Limited Lazimpat, Kathmandu Tel No:977-01-4428556

Email: admin@mbl.com.np Website: <u>www.machbank.com</u>



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SECTION I: REQUEST FOR PROPOSAL FOR THE SELECTION AS ADVERTISING AGENCY OF THE BANK

1. Interested eligible Advertising Agency/Firms, based in Nepal, may response to this "Request for Proposal (RFP)" against payment of NPR 5,000 (non-refundable) in the form of Cash/Draft and submit their proposal to the following address in

General Administration & Procurement Department Lazimpat, Kathmandu, Nepal Phone No. 4428556

- 2. The Technical Proposal comprising of self-attested documents as specified in "Request for Proposal (RFP)" should be submitted in a sealed envelope marked "Technical Proposal for The Selection as Advertising Agency for MBL."
- 3. The Financial Proposal comprising of self-attested documents as specified in "Request for Proposal (RFP)" should be submitted in a separate sealed envelope marked as "Financial Proposal for the Selection as Advertising Agency for MBL."
- 4. Envelopes containing the Technical and Financial proposals are to be sealed in an envelope marked "Request for Proposal for the Selection as Advertising Agency for the Bank and is to be submitted, in person, within the deadline and to the address mentioned in Clause 1 above.

SECTION II: ELIGIBILITY CRITERIA FOR SELECTION

- 1. Firm/Company/Agency must be registered in appropriate government organization.
- 2. Agency should be the Member of AAN for previous 3 Years.
- 3. Firm/Company/Agency should not have violated any rules and regulations as per prevailing laws of Nepal.
- 4. Firm/Company/Agency must have at least 3 years working experience as listed advertising agency in Commercial banks in media planning, art work, creative agency services etc.
- 5. Firm/Company/Agency should invariably have a minimum average annual turnover of at least Rs. 25 million (last three financial years). Agency has to submit the audited financial statements.
- 5. Firm/Company/Agency must have adequate skilled manpower and sound infrastructure.
- 6. Firm/Company/Agency must not have been Black listed (Satisfactory performance report from other banks and financial institutions to be submitted)
- 7. Firm/Company/Agency should have adequate knowledge and experience and innovative concepts for branding and promotion of the Bank.

SECTION III: DOCUMENTS REQUIRED FOR THE SELECTION AS ADVERTISING AGENCY OF THE BANK

- a. Application for the selection as Advertising Agency
- b. Company profile
- c. Up to date/renewed copy of registration & PAN/VAT
- d. Tax clearance certificate for FY 073/74
- e. Copy of AAN accreditation certificate
- f. Partnership deed in case of partnership firm and Article/Memorandum of Association in case of private limited company.
- g. Resolution of the Board of Directors of the company / Partners of the firm for enlistment with the Bank with authorization to sign papers/documents, indemnity, agreement, report/certificate etc. On behalf of the company/firm/agency.
- h. Latest record of shareholders certified by company registrar office, in case of private limited company
- i. Quality and Strength of the promoter/key staffs of the firm/company.
- j. Bio-data of promoter and key staffs.
- k. Copy of citizenship of all promoters and regular key staffs.
- 1. Copy of current involvement in other organizations/banks (Agreement or Reference letter)
- m. List of prime customers
- n. Details of notable promotional campaigns carried out.
- o. List of creative recognition, if any

SECTION IV: THE SERVICE AGREEMENT

SERVICE AGREEMENT

BETWEEN

MACHHAPUCHCHHRE BANK LTD. AND

..... (the selected Advertising Agency)

This Agency Service Agreement (the "Agreement") is made and entered into this (*insert date*) by and between Machhapuchchhre Bank Ltd., a public limited company incorporated and operating under the laws of Nepal, with its registered address at, Lazimpat, Kathmandu, Nepal (hereinafter referred as the "Bank") and (*insert name of the Agency*) having Registration No., Registered Date & PAN/VAT No., registered under the laws of Nepal, with its registered address at (*insert address*) (which shall include its lawful successors, hereinafter called the "Consultant") (hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the Bank is in the business of Banking;

WHEREAS, the Agency has expertise in the area of Media, Promotional Activities, Advertisement Design and Production.

WHEREAS, the Bank desires to engage the agency to provide certain services in the area of Agent's expertise and the Agent is willing to provide such services to the Bank;

NOW, THEREFORE, the parties hereby agree as follows:

Article I – Services:

Upon the issuance of Letter of Engagement (LoE) by the Bank, the Agency agrees to provide Media, Promotional Activities, Advertisement Design and Production and such other related activities in accordance with the conditions of this Agreement.

- 1. The scope of the Advertising Agency shall cover the following:
 - a. Advertising design & production
 - b. corporate communication campaign
 - c. Product promotion campaign
 - d. Media planning and communication strategy
 - e. Release the Bank's creative in Advertising Campaigns in all types of media viz. print, electronic, outdoor, digital/social media campaigns, website and related content designs, media handling and implementation
 - f. Production of radio spots, jingles and television commercial etc.
 - g. Handling promotional campaigns.
 - h. Research & Impact analysis.
 - i. Design/redesign of the forms/formats of documents/stationaries as required by the Bank from time to time
 - j. Such other jobs as may be decided by the Bank from time to time.

The agency shall arrange dedicated resources to the bank during the contract period to deliver according to the demand of the Bank within the above scope following the Turnaround Time (TAT) specified in this agreement.

The bank may approve additional days over TAT based on based on the agency's request & merits of each case separately.

Article II – Responsibility and Obligations

- 1. The Agency agrees that while conducting the activities under this agreement, it would observe highest ethical, legal & professional standards.
- 2. The agency shall use qualified and experienced designer and team who have in-depth knowledge of advertising, promotion and media.
- 3. The agency agrees that all advertisement, promotion and media jobs completed on behalf of the Bank shall be performed independently without any influences of any related/unrelated party. During the validity of this Agreement, the Agency shall not change its legal status/ownership without the consent of the Bank and shall also renew its license/firm registration timely as applicable.
- 4. The agency shall maintain turnaround time (TAT) of jobs assigned under this agreement as follows;

S. No	Items	Turnaround Time (in days)
1	Design of forms/formats etc.	
2	Design of Radio Jingles	
3	Design of TVC up to 30 Sec.	
4	Design of TVC, flyers, brochures	
5	Design of any such promotional items	

- 5. Agency shall provide media plan, creative design and other merchandises for the Bank, which on approval by the Bank shall be executed as per the plan.
- 6. Bank shall have the right to directly release any communication/promotional materials (print ads, radio jingles / spots or TV commercial, ad films etc.) that have been developed through the advertising agency. The Bank may make direct negotiation to the newspaper, TV channels, FM or such other medium as required.
- 7. This agreement is non-exclusive agreement for the Bank and exclusive agreement for the advertising agency. The Bank shall have right to directly conduct ATL/BTL/TTL or such other promotional activities independently. It may also appoint other advertising agency by defining scope of work.
- 8. The agency shall indemnify the bank for any losses or damage due to non-compliance of any other condition laid down under this agreement.
- 9. The agency shall be liable for any losses or damages which the Bank may incur/suffer in respect of any transaction undertaken by the Bank based on the representation and information provided by the agency.
- 10. In the event of breach of any of the terms and conditions stipulated in the agreement, or if the Bank finds the performance of the consultant unsatisfactory for whatsoever reason, the Bank reserves the right to terminate the contract or ask the agency to remove any of the member delivering the service.
- 11. The consultant shall not sub-contract the assignment to any other individual or firm.

Article III – Confidentiality:

- 1. The Bank at its own discretion may provide agent with the Bank's sales and marketing data and information.
- 2. The agent and its employees involved in the ad agency services shall maintain strict confidentiality in respect of any information relating to the Bank or its clients, which they may come across in the course of providing their services under this Agreement or otherwise and that such confidentiality shall be maintained even after the expiry or termination of this Agreement.

Article IV – Payment Terms

The bank will pay charges and commission for the various services rendered by the agency as detailed below

- 1. The Bank shall pay monthly retention fee of NPRinclusive of all applicable tax on monthly basis (Nepali calendar) which shall cover all the creative designs, adaptations, marketing ideas and insights, radio scripts, TVC concepts, social media designing, design of forms/formats or such other related work as the Bank may decide appropriate from time to time. No agency charges or fees shall be levied by the agency on the service provided to the Bank. Such payment shall be upon submission of appropriate bill with list of delivered services to the Bank.
- 2. Where release of advertisement or such other materials has been done through the advertising agency, various rates of discounts to be provided to the bank shall be as follows;

S.	Norwan on ou	Regular Discount (in %)			Other Discount (%)		
No.	Newspaper	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	Kantipur						
2	The Himalayan Times						
3	Nagarik						
4	Annapurna						
5	Karobar						
6	Aarthik Abhiyan						
8	The Republica						
9	Naya Patrika						
10	Others (Regional newspaper)						

S.	Television	Regular Discount (in %)			Other Discount (%)		
No.	relevision	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	Kantipur TV						
2	Nepal Television						
3	Avenues TV						
4	ABC TV						
5	News 24						
6	Image Channel						
8	Other TVs						

S. Radio and FMs		Regular Discount (in %)			Other Discount (%)		
No.	Raulo allu FIVIS	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	Radio Kantipur						
2	Image FM						
3	Radio Nepal						
4	Radio Audio						
5	Other Regional FM/Radio (Province wise)						

S.	Online News	Regular Discount (in %)			Other Discount (%)		
No.	Online News	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	Bizmandu						
2	Sharesansar						
3	Merolagani						
4	eKantipur						
5	Onlinekhabar						
6	Other business news portal						

S. No.	Online News	Regular Discount (in %)			Other Discount (%)		
S. NO.	Online News	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	QFX –Civil Mall						
2	QFX-Kumari						
3	QFX-Jay Nepal						
4	QFX-Labim Mall						
5	QFX-Chaya Center						
6	Fcube						
8	Big Movies						
9	Other Cinema Halls						

S.	Digital Board	Regular Discount (in %)			Other Discount (%)		
No.	Digital Boal d	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	Department Stores						
2	Bhatbhateni Stores						
3	Salesberry						
4	Big Mart Stores						
5	Civil Malls						
6	Kathmandu Mall						
8	Other Mall/Store						

3. The Bank shall disburse the payment to the agency after deducting applicable Tax Deduction at Source (TDS).

Article IV (b) - Estimates

- 1. If any activity/assignment is assigned to the agency, the agency shall submit estimates of costs to the Bank based on scheduled media rates, quotations received from suppliers or otherwise for work to be done on the behalf of the Bank along with the pre-agreed discount, upon approval of which(from the Bank) the agency shall execute the function.
- 2. For any revision or change made under exceptional circumstances or reasons beyond control, the agency shall submit supplementary estimates for bank's approval.

Article IV (c) - Bases for Billing for Various Services

1. Press Advertising

Where the release has been made using the agency, bills shall be made out by the agency at the rates after due discount as above and shall be supported by relevant released newspaper and release certificate/s. At least one copy shall be submitted to the Bank immediately on release along with the invoice.

2. Cinema and Electronic Media Advertising

Film and TV production charges, cost of film prints and charges for cinema and TV/ Satellite Channels advertising shall be billed by the agency according to the estimates approved by the Bank. The payment against the approved estimate for film and TV production cost shall be released as per the terms of payment agreed by the Bank along with pre agreed discount.

Article IV (d) - Press and Public Relations

- 1. Public relations, media research, press conferences and editorial publicity shall be undertaken by the agency on behalf of MBL.
- 2. The agency shall coordinate with the media houses to cover the press releases issued by the Bank.

Article V - Deliverables

1. All advertising material such as positives, artwork, film prints, etc., for current campaigns and jobs which have been paid for by the Bank shall be deemed as the property of the Bank and shall be handed over by agency to the Bank in such format (Hard/Soft or any format) whenever required by the Bank and all the materials must be kept confidential by the agency. Bank may use these materials at its discretion.

Article VI – Dispute Resolution:

- 1 In the event of any differences or dispute in connection with this agreement over the rights or obligations of the parties, the courts of Nepal alone would have the jurisdiction to entertain such dispute for final settlement.
- 2 Provided that in case of failure to comply with the terms and conditions set forth in this Contract by the Service Provider, the Bank shall be entitled to rescind this contract immediately without any obligation in Bank's part.
- 3 Any terms and conditions if not specifically mentioned herein shall be governed by the prevailing Contract Act 2056 (1999).

Article VII – Renewal and Termination:

- 1. This Agreement shall be valid till Ashad end 2075 from the date of the Agreement. Upon satisfactory performance, the agreement may be renewed for further one year on mutual consent; however, in the event the Bank decides not to renew the Agreement, the Bank has no obligation to explain the reason thereof.
- 2. Either party may terminate this Agreement at any time by giving 30 days prior notice to the other party in the convenience subject to continuation of the agency's obligations under this Agreement.
- 3. The terms and conditions mentioned in the previous Agreement signed by the agency, if still affective or live, shall be replaced, *ipso facto* considered as per provisions of this Agreement.

Article VIII – Notice or Requests

On behalf of Bank

Any notice or requests shall be deemed to be duly given or made when it shall have been delivered by hand, postal mail, courier, cable or fax to the party to which it is required to be given or made at such party's address specified below or at such other address as either party may specify & communicate to other party in writing.

On Behalf of Agency

On Century of Bunk	on Benan of rigency
Name:	Name:
Address:	Address:
Email:	Email:
Contact:	Contact:
Name:	Name:
Address:	Address:
Email:	Email:
Contact:	Contact:

IN WITNESS WHEREOF, duly authorized representatives of both the parties, verification of which has been waived hereby, have signed and executed this contract on the date mentioned hereinabove in the presence of the witnesses appearing hereunder at the office of the Bank.

On behalf of the Bank	On behalf of the Service Provider		
Name:	Name:		
Designation:	Designation:		
Witness:	Witness:		
Name:	Name:		
Address:	Address:		

SECTION V: EVALUATION OF PROPOSAL

Evaluation of "Proposals" shall be based solely on the content of the proposal and submitted documents, applying the evaluation criteria and point system as detailed below.

	Points
(i) Qualification & competence of promoter/owner (s)	20
(ii) Qualification & competence of the Key Staff	20
(iii) Adequacy of resources and Manpower	20
(iv) Work experience of the agency	<u>40</u>
Total Points	100

SECTION VII: SELECTION OF AGENCY

- 1 The selection of advertising agency shall be based on the scores achieved on evaluation of submitted proposal as above.
- 2. All technical proposals shall be evaluated based on "Eligibility Criteria" mentioned under section III and the presentation made by the agency. Bank will short-list those agencies which are satisfying the eligibility criteria in all respects.
- 3. The above short-listed agencies will be advised to make a presentation of maximum one hour duration to the Evaluation Committee on their capabilities, experiences, etc. and showcase their work done for other clients. This presentation will include a strategy suggestion for the MBL, outlining the agency's understanding of the Bank. The broad (indicative) evaluation criteria for evaluating this presentation are as below:

4.

S. No	Evaluation Criteria	Points
	Company Profile-Promoters, Industry	20
1	Experience, Clientele, Revenue, profits,	
	office, human resource etc.	
2	Past & present works of the agency, awards	30
	won, campaign conducted etc.	
	Strategies suggestion for the MBL (options	30
3	on corporate TVC & Product branding along	
	with	
4	Response to queries	20
	Total	100

- 2 Based on evaluation of submitted technical proposal and technical presentation, the bank, at its discretion, will shortlist agencies and these agencies shall be considered for Financial Evaluation.
- For the purpose of overall evaluation of bidders, the weight for Technical Proposal shall be 60 (30 for submitted proposal & 30 for the presentation) and the weight for Financial Proposal shall be 40.
- 4 Upon completion evaluation & the declaration of outcome, the selected agencies shall be notified by the bank and shall sign the Agreement as specified in Section IV of RFP.

SECTION VIII: PROPOSAL FORMS

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Schedule A: Brief Profile of the Advertising Agency

{Free Format}

(To be printed and submitted in letterhead of the agency)
[Date]
General Administration & Procurement Department Machhapuchchhre Bank Limited Head Office, Lazimpat
Having examined the Request for Proposal (RFP) for selection as Advertising Agency, we wish to provide the service in accordance with the terms & conditions stipulated therein and hence have applied for empanelment of Advertising Agency along with the documents.
If our proposal is accepted, we commit to provide advertising service in accordance with the terms and conditions stipulated in "Request for Proposal (RFP) for the selection as Advertising Agency for the Bank."
We hereby confirm that this proposal complies with all the requirements of "Request for Proposal (RFP) for the selection as Advertising Agency for the Bank."
Authorized Signature
Name and Title of Signatory Stamp (as applicable)

Schedule C: Application Form for selection as the Advertising Agency for the Bank.

General Administration & Procurement Department Machhapuchchhre Bank Limited Head Office, Lazimpat

Sub: Application for selection as the Advertising Agency for the	Bar	nŀ
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Dear Sir/Madam,

 Name of Agencys Legal Status (Ple Proprietorship co 	ease Tick):				
Partnership Firm Private limited C Public Limited C	n Company				
6. Date of Establis	hment of the Busin	iess:	D D N	M M Y Y Y	Y
7. Particulars of th	ne Proprietor/Partr	ners/Director: (ad	ditional/separate sh	eet may be used it	required)
		·	_ 	T	
S. No	1	2	3	4	5
Name					
Age Eather's Name					
Father's Name					
Spouse's name Current Address					
Permanent					
Address					
Educational					
Qualification					
Position/Status					
Experience					

e) Website:
6. Location of Branch Office (if any):
7. Total No. of Designer & staff: Annex C (Separate List and Bio-data to be enclosed)
8. Working Experience related to the Bank/Financial Institution: Annex 8(i) 9(ii) (Certificate to be enclosed)
9. Up-to-date Registration Certificate: (Copy to be enclosed)
Date of Issue: D D M M Y Y Y
Validity: DDMMMYYYY
10. Bank A/c No: Branch Bank
a) Company profile. b) Up to date/Renewed copy of Registration & PAN/VAT. c) Tax clearance certificate for FY 073/74. d) Partnership Deed in case of Partnership firm and Article/Memorandum of Association in case of Private Limited Company. e) Resolution of the Board of Directors of the Company / Partners of the Firm for enlistment with the Bank With authorization to sign papers / documents, indemnity, agreement, report/certificate etc. or behalf of the Company/Firm. f) Latest record of shareholders certified by company registrar office, in case of private limited company. g) Quality and Strength of the Promoter/Staff of the firm. h) Bio-data of promoter and staff. i) Registration certificate with Advertising Association of Nepal (AAN) j) Copy of citizenship of all promoters and staff. k) Copy of current involvement in other organizations/Banks (Agreement or Reference Letter) l) List of Prime Customers m) Details of Notable Promotional Campaigns Carried Out with supporting documents. n) Creative recognition, if any
I/We do hereby undertake to give you letter of indemnity for any pecuniary loss incurred by the Bank arising out of our negligence in performance or making overvaluation/undervaluation of any securities, fake title of the properties, non-possession of the mortgagor on the properties or any sort of business or concealment of facts or manipulation or any unprofessional activity or any misrepresentation in the Valuation Report submitted by us.
I/We solemnly declare that all the information/particulars furnished above are true correct to the best of my/our knowledge.
Date:

Schedule D: Financial Proposal

(To be printed and submitted on letter head)

Date:

The General Administration & Procurement Department Machhapuchchhre Bank Limited Lazimpat, Kathmandu

We hereby offer to submit our request for empanelment of Advertising Agency of MBL for FY 075/76 as per the Request for Proposal for Empanelment of Advertising Agency. We have read, understood the content of RFP. We unconditionally accept & abide by the terms & conditions specified therein.

a. Financial Proposal for Retention Charge

S. No	Particulars	Amount (inclusive of all taxes)
1	Retention Charge (Monthly)	

b. Agency Discounts

c. agency, various rates of discounts to be provided to the bank shall be as follows;

S.	Nowanana	Regular Discount (in %)			Other Discount (%)			
No.	Newspaper	Corporate	Agency	Cash	Volume	Frequency	Special Discount	
1	Kantipur							
2	The Himalayan Times							
3	Nagarik							
4	Annapurna							
5	Karobar							
6	Aarthik Abhiyan							
8	The Republica							
9	Naya Patrika							
10	Others (Regional newspaper)							

S.	Television	Regular D	iscount (i	n %)	Other Discount (%)			
No.	1 cicvision	Corporate	Agency	Cash	Volume	Frequency	Special Discount	
1	Kantipur TV							
2	Nepal Television							
3	Avenues TV							
4	ABC TV							
5	News 24							
6	Image Channel							
8	Other TVs							

S.	Radio and FMs	Regular Discount (in %)			Other Discount (%)		
No.	Naulo allu Fivis	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	Radio Kantipur						
2	Image FM						
3	Radio Nepal						
4	Radio Audio						
5	Other Regional FM/Radio (Province wise)						

S.	Online News	Regular I	Discount (in	1 %)	Other Discount (%)		
No.	Online News	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	Bizmandu						
2	Sharesansar						
3	Merolagani						
4	eKantipur						
5	Onlinekhabar						
6	Other business news portal						

S. No.	Online News	Regular Discount (in %)			Other Discount (%)		
5. 110.	Online News	Corporate	Agency	Cash	Volume	Frequency	Special Discount
1	QFX –Civil Mall						
2	QFX-Kumari						
3	QFX-Jay Nepal						
4	QFX-Labim Mall						
5	QFX-Chaya Center						
6	Fcube						
8	Big Movies						
9	Other Cinema Halls						

S.	Digital Board	Regular I	Discount (in	1 %)	Other Discount (%)			
No.	Digital Doal (Corporate	Agency	Cash	Volume	Frequency	Special Discount	
1	Department Stores							
2	Bhatbhateni Stores							
3	Salesberry							
4	Big Mart Stores							
5	Civil Malls							
6	Kathmandu Mall							
8	Other Mall/Store							

(Please insert additional rows if required. the Agency might propose discount for other ATL/TTL/BTL activities for branding and promotion of the Bank)

- I/We here by certify that all particulars given above are correct and true to the best of my/our knowledge.
- In case at any stage, it is found that the information given by me/us is false/incorrect, Bank shall have the absolute right to take any action as deemed fit, (including termination of contract and or black list and debar), without any prior intimation to me/us.

Date: Signature of authorized person for and on behalf Designation/Seal of Agency

Schedule E: Bank & Financial Institutions currently involved with

S.N	Name of Banks & Financial Institutions	Involvement Year		Brief Scope of Works	
5.11		From	То		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note:

1. Insert additional rows as required.

Schedule F: Bank & Financial Institutions involved in the past

C N	Name of Banks &	Involvement Year		Brief Scope of Works	
S.N	Financial Institutions	From	To		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note:

1. Insert additional rows as required.

Schedule G: List of Creative Recognition

S. N	Name of Recognition	Received Year	Details of Award
1			
2			
3			
4			

Schedule H: List of Notable Promotional Campaigns

S. N	Name of Campaign	Campaign Carried for	Details of Campaign
1			
2			
3			
4			

Schedule I: Quality and Strength of the Staff of the Agency

S.N	Name	Designation	Qualification	Years of Experience with the Firm/Entity	Total Experience	Key Responsibilities & Assignment
1		Partner/ Proprietor/Owner				
2		Partner/ Proprietor/Owner				
3		Partner/ Proprietor/Owner				
4		,Staff				
5		,Staff				
6		,Staff				

Note:

- 1. It is mandatory to fill the details of Partner/ Proprietor or Staff in the prescribed format only
- 2. The CVs for each of the partner are to be attached mandatorily. The CVs should bear original signature of the partner
- 3. Insert additional rows or designation as required.

Schedule J: Declaration of the firm (to be printed and submitted in letterhead of the agency)

Declaration form

This is to declare that we
We also understand that performance under this contract shall be reviewed on an annual basis and any discrepancy may cause cancelling of the service agreement without any recourse on our part.
Authorized Signature(s)
Stamp (as applicable)