

TENDER DOCUMENT FOR

EMPANELMENT OF

**AGENCY FOR LOCATION MANAGEMENT
(HYPERLOCAL MARKETING) OF THE BANK IN
DIGITAL DOMAIN**

Reference No.: BCC: MKTG: WEB:114:698

Dt. 06.12.2022

Issued by: Bank of Baroda, Marketing & Corp. Comm. Dept, Baroda Sun Tower, C-34, G Block, Bandra Kurla Complex, Bandra (East), Mumbai –400051.

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1. **IMPORTANT DATES**

1	Date of commencement of Bidding Process (Posting of Tender document on Website / Publication of Tender)	Dt.06.12.2022
2	Last date and time for receipt of written queries for clarification from bidders over mail	Dt.14.12.22 up to 02.00 p.m.
3	Pre-Bid Meeting	<ul style="list-style-type: none"> Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e., Microsoft Teams) on Dt.15.12.2022 at 03:00 p.m. Bidder to submit a maximum of -2- participant's names, contact numbers, designations and e-mail IDs on global.webmaster@bankofbaroda.com along with pre-bid clarification in Pre-bid query format in Annexure G. Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting
4	Last Date and Time for Bid Submission	Dt.06.01.23 up to 02.00 p.m. Mode : Online URL : https://www.tenderwizard.com/BOB
5	Date and Time of Technical Bid Opening	03:00 p.m. on Dt.06.01.23 Mode: Online on URL: https://www.tenderwizard.com/BOB 1. The meeting will be held online through Bank's Online Meeting Platform (i.e., Microsoft Teams) 2. Bidders are requested to send bid submission confirmation mail with their email address for attending online bid opening meeting. On global.webmaster@bankofbaroda.com after online submission of the Bid.
6	Date for presentation	Will be advised to shortlisted bidders separately
7	Date of Commercial Bid Opening	
8	Address for communication (Bank)	Dy. General Manager, Head (Marketing & Branding), Bank of Baroda, 6th Floor, Baroda Sun Tower, C-34, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051 Email: global.webmaster@bankofbaroda.com

9	Earnest money deposit (EMD)	Rs 5,00,000/- (Rupees Five Lacs Only)
10	Contact Person	Mr. Akif Iqbal – 022 66981483, 9665760392

Model Clauses for Tenders as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure (Annexure H)

- I. 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.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

2. **DISCLAIMER**

This tender/ RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful agency/bidder as identified by the Bank, after completion of the selection process as detailed in this document. This document does not constitute nor should it be interpreted as an offer from the Bank to engage agency on record for Location Management (Hyperlocal Marketing) services.

- 2.1 This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.
- 2.2 Bank reserves right of deviation or change in this document. Whenever any change, amendment, alteration or deletion in the terms of RFP document is warranted it will be notified on Bank's website.
- 2.3 While this document has been prepared in good faith, neither the Bank nor any of its officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- 2.4 This document constitutes no form of commitment on the part of the Bank.

3. **DEFINITIONS**

- 3.1 "Agency", "Firm", "Company", "Bidder" means any entity or person or associations of persons who submit their proposals for providing Services to Bank of Baroda in accordance with this RFP.
- 3.2 "Assignment / job" means the work to be performed by selected agency for Location Management (Hyperlocal Marketing) services pursuant to the Contract.

3.3 'Bank' means 'Bank of Baroda'.

3.4 "Contract" means the agreement in a format approved by Bank, to be executed between Bank of Baroda and the selected/successful bidders as per this RFP for the services as per the terms and conditions approved by the Bank and in accordance with the Terms of Reference(TOR).

3.5 "RFP" means this Request for Proposal issued by Bank for the appointment of Location Management (Hyperlocal Marketing) agency.

3.6 Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.

3.7 Proposal or Bid means the bidder's written reply or submission in response to this RFP.

4. CONFIDENTIALITY

This tender document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Bank may update or revise the tender document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same obligation of confidentiality.

All Bank of Baroda's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the selected bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the selected bidder irrevocably agrees and undertakes and ensures that the selected bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of BOB nor shall use or allow to be used any information other than as may be necessary for the due performance by the selected bidder of its obligations hereunder.

The selected bidder shall not make or retain any copies or record of any Confidential Information submitted by Bank of Baroda other than as may be required for the performance of the selected bidder obligation under this Agreement. The selected bidder shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.

The selected bidder shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also, so far as it is practicable, the selected bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by selected bidder or its affiliates.

The selected bidder shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries and these requirements have been fully complied with.

The selected bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Bank of Baroda under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.

It shall be the incumbent duty of the selected bidder to undertake not to disclose any business related information of Bank of Baroda to any third person and the selected bidder shall keep all knowledge of the business activities and affairs of Bank of Baroda strictly confidential and also to ensure that neither the selected bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Bank of Baroda.

However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

- Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- Prior to the disclosure by Bank of Baroda was known to or in the possession of the selected bidder at the time of disclosure;
- Was disclosed or parted with the prior consent of Bank of Baroda;
- Was acquired by the selected bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank of Baroda.

The selected bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit. Notwithstanding above Bank of Baroda shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.

The provisions of this Clause shall survive the termination of contractual agreement

5. PROPOSAL

5.1 No Agency shall submit more than one proposal. If an agency submits or participates in more than one proposal, all the proposals submitted by the Agency shall be disqualified.

5.2 Related Parties -In the following circumstances, Bank will have sole discretion to reject the Proposal / response or accept the Proposal / response with some conditions stipulated by Bank.

- Proposal / Response submitted by holding company and its subsidiary.
- Proposal / Responses submitted by two or more companies having common Director/s.
- Proposal / Responses submitted by two or more partnership firms / LLPs having common partners.
- Proposal / Responses submitted by two or more companies having the same group of promoters / management.
- Any other proposal / response in the sole discretion of the Bank is in the nature of multiple bids.

5.3 The proposal, correspondence and communication for the process would be in English only. No other languages, vernacular versions or translations / transliterations are permitted. The proposals which are not in English shall be rejected.

6. **OVERVIEW**

- 6.1 Bank of Baroda is one of the largest PSU Bank in India with a network of over 8168 branches (including offices) and 11487 ATMs spread across India. The Bank has presence in 18 other countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking, etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.
- 6.2 Bank of Baroda is an iconic and hugely trusted brand. In its effort to strengthen customer affinity and enhance customer experiences, Bank has won many accolades of national and international repute for its products, services, technology and also as brand. Bank of Baroda has in the recent past innovated a slew of digital offerings targeted not just at the youth, but across the demographic spectrum, both in rural and urban India. With such innovations and improvements, Bank aspires to give an impetus to its marketing efforts to develop a highly favorable brand perception from what it is today, in the process, endeavor to become the preferred choice of customers when it comes to fulfilling their needs. To that end, Bank now seeks to appoint a highly regarded and well recognized Location Management (Hyperlocal Marketing) agency.
- 6.3 For the above stated purpose, Bank of Baroda invites proposals from reputed and qualified Location Management (Hyperlocal Marketing) agency for rendering the services as mentioned herein.
- 6.4 The Proposal will be the basis for a formally signed Contract with the selected Location Management (Hyperlocal Marketing) agency.
- 6.5 Agencies shall bear all costs associated with the preparation and submission of their proposals. Bank is not bound to accept any or all proposals, and reserves the right to annul the selection process without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. Bank also reserves the right to re-issue the RFP, if the Bank decides so.
- 6.6 Bank of Baroda may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. Bank also reserves the right to not shortlist or appoint any agency without assigning any reasons, whatsoever.

7. **PURPOSE OF APPOINTMENT**

Bank of Baroda invites sealed applications from Eligible Agencies for Location Management (Hyperlocal Marketing) Services for the bank's ATM, Branches and Offices in digital domain at the corporate level for a period of 1 year, subject to annual performance review. The engagement might be increased for a period of 1 year at a time (maximum tenor of engagement to be 3 years) subject to annual performance review of the agency and at the sole discretion of the bank. Bank proposes to empanel the eligible agency which will be responsible for Location Management (Hyperlocal Marketing). It has the potential to give the desired push to the bank's presence in the digital domain. The number of locations expected to be managed under this arrangement is around 20,000. Although, this figure may vary depending on the requirement of the bank. This figure is indicative in nature and is not a commitment from the bank.

8. ELIGIBILITY CRITERIA

Reputed agencies meeting the following minimum criteria as on the date of RFP are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations.

8.1 Type of organization:

The bidder must be Firm/ Company/ Organization registered under Companies Act/ LLP Act etc. in India

8.2 Experience:

The Agency should have a minimum experience of at least 5 years, for Startups / MSE (as defined by Department of Industrial Policy and Promotion), the minimum experience of at least 3 years) in Location Management (Hyperlocal Marketing) and preferably experience in the BFSI sector.

The bidder must have served a minimum of 5 clients (For Startups / MSE a minimum of 3 clients) in the minimum experience criteria period.

Testimonials, if available, from customers across the last 5 years of operation if provided would be an added advantage

8.3 Annual Turnover:

The Agency's minimum average **Gross Annual Turnover** for last 3 consecutive financial years i.e. F.Y. 2019-20, 2020-21 and 2021-22 should be at **least Rs. 5 Crores** as per audited balance sheets.

For Startups / MSE, average **Gross Annual Turnover** for last 3 consecutive financial years i.e. F.Y. 2019-20, 2020-21 and 2021-22 should be at **least Rs. 2 Crores** as per audited balance sheets. Startups / MSE should provide certificate from competent authority for the same.

(The clients can be based out of India or overseas). (Standalone Turnover of the company applying for the selection will only be reckoned, not of the Group Company or subsidiaries).

8.4 Office Location:

The Agency should have a support office in Mumbai and shall allocate a dedicated team (separate from any other BFSI brands the agency may be managing) to execute Location Management (Hyperlocal Marketing) across all digital platforms. The agency will be required to furnish the list of personnel who will be assigned to service the Bank of Baroda account along with a brief profile of their /career experiences. The agency may also require deploying additional resources on site for a task related to the scope at no additional cost.

8.5 Technology:

The bidder should have a proven track record of managing and optimizing locations details using a fully integrated and scalable technology platform for Hyper-local marketing built and owned or licensed by the bidder. This automated and scalable platform should allow seamless location management.

The Agency should be a full-service agency offering Location Management (Hyperlocal Marketing) services across not just conventional digital media, but also new/emerging media in the digital arena.

The platform must be API driven and allow two way integration seamlessly.
The platform must provide ready integration kit for Sitecore Experience Platform.
The technology platform must be capable of managing organic business listing as well as paid marketing efforts on Google, Facebook and Microsoft platforms and associated DSPs.
The system and service provider must provide holistic Online Reputation Management features and services not limited to reviews on the listing.
The system must allow for seamless integration of personalization engine
The system must be deployable at BOB's infrastructure and operate under the Bank of Baroda's website as a sub-folder only (not as a sub-domain).

8.6 Certifications/Partnerships

The bidder should have a Google My Business Partnership or other arrangement with Google My Business which allows the partner to claim unauthorized third party owned listings, create new listings, update / edit current listings etc. on Google My Business. These activities needs to be performed on immediate basis, using bulk verification and without the need of any physical verification. Necessary supporting document from reliable sources needs to be submitted for this.

8.7 Others:

- The Agency, its partners or directors shall not have been blacklisted / debarred by any Central / State Government/Public or Private Sector Undertakings or any related bodies of the industry. No complaint should be pending with Government or its agencies.
- The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.
- The Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bids not substantially responsive to this document in every respect will be at the agency's risk and may result in rejection of the bid.
- The Agency will enclose necessary documents and declaration for the above mentioned eligibility criteria along with application. Bank shall verify the same.
- Recognition in the form of industry acclaimed awards specific to digital marketing/ hyper-local marketing / SEO campaigns would be an added advantage

9. **SCOPE OF WORK**

Bank of Baroda will require the services of the empanelled Location Management (Hyperlocal Marketing) Agency for the below mentioned broad categories of the work. The work shall be assigned to the Agency on the basis of idea, quality, cost etc., however there is no commitment from Bank on the minimum quantum of work to be assigned to the empanelled agency. The scope of work includes but is not limited to the following:

Location Management (Hyperlocal Marketing)

- Google My Business (GMB) Management

- Import & Set Up
 - Get required access
 - Import all the existing GMB listings in the platform
 - Carry out GMB verification for those listings where it is required
 - Create a new location, remove a location, duplicate suppression etc., whenever required
- Hygiene Activities
 - Title: Ensure business name is correct
 - Description: Update description from SEO perspective
 - Primary Category: Update category to correct value for every listing
 - Phone Number: Get the correct numbers from client and update every listing
 - Lat-Long: Update the Lat-Long of the location wherever it is incorrect or missing
 - Hours of Operation: Periodically update the hours whenever they change
 - Updating other relevant details on the platform for each location
 - Account Management / Users Edits / Platform Edits / Attributes as per brand's requirements
 - Duplicate Listing Identification – Done via Automation
 - Duplicate listings Claimed & Suppressed (Limited to unclaimed listings only)
- Review Management
 - Fetching and Displaying reviews for all locations on Google My Business on a central dashboard
 - Review Analytics on our dashboard basic Sentiment / Ratings
 - Ability to respond to reviews via dashboard provided.
 - Alternatively option to Set up automated replies for all reviews, basis Sentiment & ratings.
- Post Management
 - Offer Post: Whenever an offer is running (national or regional), upload them on all relevant listings
 - Event Post: Whenever an event is happening, upload the details on the listings
 - Photos/Videos: Upload photos/videos in bulk on all listings
- Reporting
 - A reporting dashboard will be created to provide insights into various aspects
 - The report will provide insights at aggregated level, as well as individual branch level
- Branch/ATM Pages

Dedicated location pages on bank's corporate website: Detail page for each of the locations needs to be created on bank's corporate website. The bidder needs to provide the following to assist in creation and maintenance of the content of these location pages by providing relevant API for integration.

 - Templated branch and ATM pages
 - Pages will be part of brand's domain
 - A separate sub-folder will be created for these pages
 - One page for every branch & ATM and separate template for each of them
 - Page Components
 - Branch info (Name, address, phone no, hours of operation etc)
 - Banner
 - Featured products

- Services offered
 - Reviews section
 - National/Regional offers
 - Location map
 - Near-by branches
 - Social Media Integration
 - Any other components can be added or removed after detailed discussion
 - Creation of location details API to be consumed at the website for content populations, management, edition etc.
 - The page content can be updated / edited using the dashboard provided
 - The API should be scalable to incorporate new features / fields that may be added in future as per the business requirement.
- Search Engine Optimization of location pages
The agency needs to work on the SEO details of each of the location page on the corporate website. The deliverable in this category will include but not limited to the below listed items. The SEO recommendations needs to be provided through an API
 - Implementation of relevant tags and keywords on each location page
 - Tagging Nearby localities for every location
 - Implementing category tags for locations
 - Meta tags implementation
 - Structured data implementation
 - Implementation of Accurate Schemas
 - Optimizing for Rich Snippets in SERPs
 - Syncing each listing across Publisher Partners with Respective Business Location Pages
 - Implementation of new google features/updates/recommendations
 - Automated Site Submissions for better indexing
 - Other implementations in accordance with global best practices and new development in the industry
 - ORM (Review Management)
 - The platform will display all the reviews for all listings by fetching them daily
 - Our ORM team will reply to the reviews
 - Option for auto-response for 5 star reviews
 - Lead Management System integration
 - Real-Time Lead Push to bank's existing CRM / LMS using API

The above indicated works given in para nos. 9.0 are only illustrative and not exhaustive. Bank may (from time to time) request the Agencies to assist in various digital marketing initiatives.

10. PERIOD OF SELECTION

Bank proposes to empanel the Location Management (Hyperlocal Marketing) agency for a period of 1 year, subject to annual performance review. The engagement might be increased for a period of 1 year at a time (maximum tenor of engagement to be 3 years) subject to annual performance review of the agency and at the sole discretion of the bank.

11. PERFORMANCE OF THE AGENCY

Delivery and performance of the services shall be made by the Agency in accordance with

the time schedule specified by the Bank in its work order or request for digital requirement. It also covers Saturdays/Sundays and other holidays where the Bank may require services. In case the services are not made available in the stipulated delivery period, as indicated in the work order or request the Bank reserves the right either to short close / cancel the work order or request and / or recover liquidated damage charges. The cancellation / short closing of the order shall be at the risk and responsibility of the agency.

Delay by the Agency in the performance of its delivery obligations, shall render the agency liable to imposition of penalty , and/or termination of the contract for default and/or any other action viz. black listing/ circulation in industry etc. as it may deem fit.

12. TRAINING

Empanelled Agency shall provide training for Location Management (Hyperlocal Marketing) and updates to staff members of the Bank free of cost wherever required by the Bank. The Agency in coordination with the Bank, on request from the Bank, from time to time shall specify the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training. The Agency shall provide all training material and documents. Conduct of training of Bank's personnel shall be at the Corporate Office or anywhere as may be desired by the Bank at Agency's cost.

13. PAYMENT TERMS

Bank will pay charges or commission for the various Location Management (Hyperlocal Marketing) services rendered by the agencies, as detailed below:

Location Management (Hyperlocal Marketing) Commission

Charges will be paid to the Empanelled Location Management (Hyperlocal Marketing) Agency for the order released by the Bank, as services commission, as per the details given below:

a. One time Set Up Cost:

Bank shall pay for set up of all the services of "Location Management (Hyperlocal Marketing)" a commission charge and the same shall be termed as "Rate of Location Management (Hyperlocal Marketing) Services".

One Time Set Up Cost = Rate of Location Management (Hyperlocal Marketing) Services per location X Number of locations being managed

Upon empanelment as Bank's Location Management Agency, the above "Rate of Location Management (Hyperlocal Marketing) Services" will be finalised as per the Commercial Evaluation Criteria.

Services includes fee for taking brief from client, submission of content layouts, plans, strategy, supplying / pushing the content / files, preparing material for sending for various channels and proof reading, archiving / storing used/unused content / creatives, submission of Analytics / Reports / MIS required by Bank etc.

The above cost will be paid by the bank upon successful implementation of the project.

b. Maintenance & Modification Cost:

Bank shall pay for maintenance of all the services of “Location Management (Hyperlocal Marketing)” at the rate of Monthly Maintenance Contract / Technical Support (20% of Rate of Location Management (Hyperlocal Marketing)) per location for the locations being managed.

Monthly Maintenance Contract/ Technical Support = 20% of Rate of Location Management (Hyperlocal Marketing) Services per location X Number of locations being managed

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the Bidder. Payment will be released by Corporate Office as per above payment terms.

Bank will pay invoices within a period of 15 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected Bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, Bank shall make payment within 15 days from the date the dispute stands resolved.

These rates are required to be quoted in the “Commercial Bid” by all the Applicant Agencies. (Annexure 2)

GST as applicable will be levied separately and the Bank shall pay the same. However, the payment to Location Management (Hyperlocal Marketing) agency will be subject to statutory deduction of taxes or other levies, by whatever name called, at source. Bank shall not be liable to pay any other fees or charges, etc. apart from what has been stated above.

14. OTHER PROJECTS, ASSIGNMENTS & CHARGES

The scope of work listed above is a brief list of activities to be undertaken by the empanelled Location Management (Hyperlocal Marketing) agency depending on requirement of Bank. Apart from the scope of work, the Bank shall request the agency for carrying out various other projects / works related to Location Management (Hyperlocal Marketing) and the allocation of these projects / works will be based on LCS (Least Cost Based Selection) where in empanelled agency will be called for Technical/Creative presentation and financial bid with appropriate weightage to both the components.

15. OTHER TERMS

- 15.1 Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- 15.2 Agency shall not conduct any advertisement which violates copyrights, trademarks or other kind of rights of third party. In case any claim or suit filed for violation of such rights by the Agency, the Agency shall indemnify the Bank.
- 15.3 The Agency shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by the Bank in any litigation initiated by any third party.
- 15.4 The Agency shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the bank.

- 15.5 No other incentive other than commission fee shall be payable for Location Management (Hyperlocal Marketing) services on digital domain.
- 15.6 The Bank, may, at any time, by a written order given to an Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the work, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the work order shall accordingly be amended.
- 15.7 Bank reserves the right to exercise the discretion to pay, directly to any of the agency's agency/bidders e.g.; Photographer, Film production company etc. whose services would be utilized to implement any of Bank's campaigns or related work.
- 15.8 The agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. Bank will not be a party to any disputes arising out of copyright violation by the agency.
- 15.9 The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Bank may assist the agency in this regard, wherever possible.
- 15.10 The agency will at no time resort to plagiarism. Bank will not be a party to any dispute arising on account of plagiarism resorted to by the agency.
- 15.11 The Agency will take prior written approval of the Bank with respect to the contents of the advertisement.

16. EVALUATION OF OFFERS

Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Location Management (Hyperlocal Marketing) Agency, not limited to those selection criteria set out in this tender document. The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

17. SELECTION PROCEDURE

Bank will formulate an Evaluation committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of Location Management (Hyperlocal Marketing), negotiations (if any) on various terms and conditions, etc.

- All Proposals received will be scrutinized to assess their eligibility based on the eligibility criteria as mentioned under the heading Eligibility Criteria of this RFP. The proposals which do not meet the eligibility criteria will be rejected, forthwith, or at any stage of detection. (Note: Please submit the signed copies of the Technical Bid (Annexure 1) and Commercial Bid (Annexure 2) in two separate documents only which will be used as basis for the legally binding offer.)
- If deemed necessary Bank may seek clarifications on any aspect from the bidder(s). However that would not entitle the bidder(s) to change or cause any change in the

substances of the bid already submitted.

- All eligible shortlisted agencies will be called for presentation before the Evaluation Committee. The date for presentation will be intimated to the short listed agencies by Email/Telephone.
- Bank will evaluate only those proposals, which meet the technical eligibility criteria as well as complete and responsive in all respects, for comparison and final selection.
- Bank will follow the two bid system i.e. Technical Bid and Financial Bid. The financial bids of only those agencies shall be opened who are found technically qualified and the qualified agencies shall be intimated by the authorized officer.

18. TECHNICAL EVALUATION

The process of evaluation is detailed hereunder:

18.1 All the bids (applications) will be evaluated based on “Eligibility Criteria” mentioned under Para No.8.0. Bank will short-list those Agencies which are satisfying the eligibility criteria in all respects and declare the Agencies which are technically qualified for further evaluation.

18.2 The above short-listed Agencies will be advised to make a presentation to the Evaluation Committee Members on their capabilities, experiences, etc. and showcase their work done for other clients. These Agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for the Bank of Baroda, outlining the Agency’s understanding of the bank. The broad (indicative) evaluation criteria for evaluating this presentation are as below:

Sr. No	Criteria	Max Marks	Scoring Methodology
A	AGENCY PROFILE		
1	Years of Agency Experience in Location Management	20	20 Marks - Experience \geq 15 Years (For Startup/MSE \geq 10 Years) 18 Marks - Experience \geq 10 to <15 Years (For Startup/MSE \geq 8 to <10 Years) 16 Marks - Experience \geq 8 to <10 Years (For Startup/MSE \geq 6 to <8 Years) 14 Marks - Experience \geq 6 to <8 Years (For Startup/MSE \geq 4 to <6 Years) 10 Marks - Experience is \geq 5 to <6 Years (For Startup/MSE \geq 3 to <4 Years)
2	Clients Served	20	20 Marks - \geq 12 Clients serviced in last 3 years (For Startup/MSE \geq 10 Years) 16 Marks - \geq 10 to < 12 Clients serviced in last 3 years (For Startup/MSE \geq 8 to <10 Years) 12 Marks - \geq 8 to <10 Clients serviced in last 3 years (For Startup/MSE \geq 6 to <8 Years) 8 Marks - \geq 5 to <8 Clients serviced in last 3 years (For Startup/MSE \geq 3 to <6 Years)
3	Average Gross Annual Turnover (GAT)	15	15 Marks if GAT \geq 25 Crores (For Startup/MSE \geq 12 Cr) 12 Marks if GAT \geq 20 to <25 Crores (For Startup/MSE \geq 8 to <12 Cr) 10 Marks if GAT \geq 15 to < 20 Crores (For Startup/MSE \geq 6 to <8 Cr) 8 Marks if GAT \geq 10 to < 15 Crores (For Startup/MSE \geq 4 to <6 Cr) 6 Marks if GAT \geq 5 to <10 Crores (For Startup/MSE \geq 2 to <4 Cr)
	Total (A)	55	
B	PRESENTATION PARAMETER (Subjective Evaluation by the Committee)		

5	Past Performance & Credentials	15	<ul style="list-style-type: none"> Awards and Recognition to the Agency in the last 3 years (Industry Recognized) Strategic Thinking, Innovations executed, if any, please specify by giving details. Quality and experience of team that will be working for Bank of Baroda.
6	Recommendation on Location Management automation	10	<ul style="list-style-type: none"> Analyzing the best practices in the industry Recommending tools/process for location management Showcase agency experience in this subject and experience of using/deploying such tools.
7	Strategy Presentation for Bank of Baroda on Location Management	20	<ul style="list-style-type: none"> Understanding of present position about Bank in the digital space w.r.t. Location Management Presentation of offerings/services of the agency including <ul style="list-style-type: none"> Demo of one sample Google My Business page of any branch Display of webpage design sample (proposed for the Bank) for any one branch SEO recommendation for the above sample page and highlighting agencies competency in this segment Walkthrough of ORM and LMS integration capabilities
Total (B)		45	
GRAND TOTAL (A+B)			100

The Agency needs to achieve a cut - off score of minimum 75 Marks in this evaluation stage to be qualified for commercial bid opening. Only those Agencies who achieve the specified cut - off Technical Evaluation scores would be short-listed for Commercial Bid Evaluation and will be called "Qualified Agencies". In case one / none of the Agency score a minimum of 75 marks then the Agencies who have achieved the top 3 scores will qualify for the commercial evaluation stage. However, the Bank may at its discretion consider the next highest technical scorer to participate in the commercial bid opening.

The Bank at its discretion may reject the proposal of the agencies or will not consider agencies below cutoff marks by relaxing as mentioned above, if in the Bank's opinion the agencies could not present a clear work plan as described in the proposal or the services to be provided does not meet Bank's technical / functional requirement.

18.3 These "Qualified Agencies" will be considered further for "Commercial Evaluation".

19. COMMERCIAL EVALUATION

Bank, in this document, requests all the bidders to submit their "Commercial Bid" in the prescribed format. This format requires the applicants to quote the "Rate of Location Management (Hyperlocal Marketing) services" as per Annexure 2.

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be

communicated separately to the technically qualified agencies. The commercial bids of these “Qualified Agencies” will be opened in the presence of representatives of these agencies. The bidder quoting the lowest commercial shall qualify as the L1 bidder.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

The proposal of L1 (Lowest Commercial Bid), shall be recommended for award of contract.

20. Guideline for E-TENDERING

General Instructions

To view the Tender Document along with this Notice and its supporting documents, kindly visit following e-Tendering website of Bank of Baroda:
www.tenderwizard.com/BOB

The bidders participating first time for e-tendering on Bank of Baroda e-tendering portal will have to complete the Online Registration Process on the e-tendering portal. A link for enrolment of new bidders has been provided on the above link. All bidders interested in participating in the online e-tendering process are required to procure Class III Digital Signatures e-Token having -02- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The bid should be prepared & submitted online using the bidder’s authorized Class III Digital Signature (Individual certificate is allowed for proprietorship firms) Digital e- Token.

If any assistance is required regarding e-tendering (registration / upload / download / Bid Preparation / Bid Submission) please contact Tender wizard Help Desk as per following:

Helpdesk Contact No.: +91-1149424365; E-mail: eprocarebob@etenderwizard.com

Primary Contact Number

Mr. Krunal Mahajan +91-8800907637

Alternate Contact Numbers

Mr. Sandeep Gautam +91-8800496478

Mr. Kamal Mishra +91-8800115821

Contact No. for other activities

Registration Help Desk +91-11-49424365

(Kindly put “REGISTRATION/PROFILE UPDATE” in the subject line of the email to eprocarebob@etenderwizard.com)

e-procurement queries : +91-11-49424365

(Kindly put “E-PROCUREMENT QUERIES” in the subject line of the email to eprocarebob@etenderwizard.com)

Note: please note support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support

team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

Downloading of Tender Document

The tender document is uploaded / released on Bank of Baroda e-tendering portal link as mentioned above. Tender document and supporting documents may be downloaded from same link. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Only those tender offers shall be accepted for evaluation for which Earnest Money Deposit (EMD) is deposited as per the terms mentioned in this RFP.

Preparation & Submission of Bids

The bids (Pre-Qualification, Eligibility, Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted "ONLINE" or by any other mean shall be summarily rejected. No other form of submission shall be permitted.

Do's and Don'ts for Bidder

Registration process for new Bidders should be completed within first week of release of tender.

The e-procurement portal is open for upload of documents from the start of the bid submission date. Hence bidders are advised to start the process of upload of bid documents well in advance.

Bidders have to prepare for submission of their bid documents online well in advance as

The encrypt/upload process of soft copy of the bid documents large in number to e-procurement portal may take longer time depending upon bidder's infrastructure and connectivity.

To avoid last minute rush & technical difficulties faced by bidders in uploading/submission of bids, bidders are required to start the uploading of all the documents required -01- week in advance for timely online submission of bid.

Bidders to initiate uploading of few primary documents during the start of the tender submission and any request for help/support required for uploading the documents / understanding the system should be taken up with e-procurement service provider well in advance.

Bidders should not raise request for extension of time on the last day of submission due to non-submission of their bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.

Bidder should not raise request for offline submission or late submission since ONLINE submission is accepted only.

Partly or incomplete submission of bids by the bidders will not be processed and will be summarily rejected.

Guidelines to Bidders for Electronic Tendering System

Pre-requisites to participate in the Tenders

Marketing Department, BST, Mumbai RFP for Location Management (Hyperlocal Marketing) Agency 19

Registration of bidders on e-procurement portal of Bank of Baroda:

The bidders unregistered on e-procurement portal of Bank of Baroda and interested in participating in the e-tendering process shall be required to enroll/register on the e-procurement portal. To enroll, bidders have to generate User ID and password on www.tenderwizard.com/BOB. The bidders may obtain the necessary information on the process of registration/enrollment either from Helpdesk Support Team: +91-11-49424365 or may download Bidder Help Manuals available under “Help Manuals/ Latest Circulars/ Formats” on home page of e-procurement portal i.e. www.tenderwizard.com/BOB.

Preparation of Bid & Guidelines for Digital Certificate

The Bid Data that is prepared online is required to be signed & encrypted and the hash value of the Bid Data is required to be signed electronically using a Class III Digital Certificate. This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption). Encryption Certificate is used to encrypt the data / information and Signing Certificate to sign the hash value during the Online Submission of Tender stage.

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender must be submitted only using the Digital Certificate. In case, during the process of preparing and submitting a bid for a particular tender, the bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem), he / she may not be able to submit the Bid online. Hence, the bidders are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an authorized user of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same firm is required to authorize) to use the digital certificate as per *Indian Information Technology Act, 2000*.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of Bank of Baroda as per *Indian Information Technology Act, 2000*. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company.

The bidder should ensure while procuring new digital certificate that they procure a pair

of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

Recommended Hardware and Internet Connectivity

To operate on the Electronic Tendering System, the bidders are recommended to use Computer System with at least 2 GB of RAM and broadband connectivity with minimum 1 Mbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and Broadband/4G connection is recommended for better performance.

- Operating System Requirement: Windows 7 & above
- Browser Requirement (anyone from following)
 - Microsoft Internet Explorer (IE) version 11 and above
 - Mozilla Firefox - Latest version
 - Google Chrome - Latest version
- Browser settings
 - Disable the 'Popup Blocker' in the browser under Tools. Make sure this is in 'Turn Off' mode.
 - Add the e-procurement domain name in the 'Compatibility View' list of your browser Turn off the 'Smart Screen Filter' in the browser.
- Supported File Types
 - General Documents such as DOC, XLS, JPG, BMP, GIF, PNG, PDF, ZIP formats are allowed
 - Files with .EXE, .PSD extensions are not allowed
 - File size not to exceed 5 MB per attachment
 - All uploaded files should be virus free and error free
- Minimum System Configuration
 - CPU speed of 2.0 GHz
 - USB Ports
 - 2 GB of System Memory (RAM)
 - Anti-virus software should be enabled and updated regularly
- Requirement of utility software
 - Java Run Time Engine (JRE – 1.8.0) or higher.
 - Microsoft Office 2003 with MS Word and MS Excel
 - Adobe Acrobat Reader, PKI Installation Driver for Digital Signature

Steps to participate in the e-Tenders

1. Online viewing of Detailed Notice Inviting Tenders

The bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by Bank of Baroda on the home page of bank's e-Tendering Portal on www.tenderwizard.com/BOB.

2. Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading.

3. Online Submission of Tender

Submission of bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of BOB. The templates may be either form based, extensible tables and / or upload-able documents. In the form-based type of templates and extensible table type of templates, the bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool wherever applicable.

4. Close for Bidding: After the expiry of the cut-off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.
5. Online Final Confirmation: After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion.
6. Short listing of Bidders for Commercial Bidding Process: The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Commercial Bidding Process. The short-listed Bidders will be intimated by email.
7. Opening of the Commercial Bids: The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Commercial Bids. However, the results of the Commercial Bids i.e. TCO of all bidders shall be made available on the bank’s e-procurement portal after the completion of opening process.
8. Tender Schedule (Key Dates): The bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule. At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.
9. Important Points:

The Bid hash values are digitally signed using valid Class – III Digital Certificate issued by any Certifying Authority. The bidders are required to obtain Digital Certificate well in advance.

 - i. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
 - ii. This stage will be applicable during both Pre-bid / Pre-qualification and Financial Bidding Processes.

Steps by step detailed Bidder Manual are available on homepage under Support section related to activities like Java Settings, Registration, Login Process, Tender Participation, Bid Download, upload & Submission, Corrigendum/Addendum, Clarifications, Re-submissions etc. on e-procurement portal i.e. www.tenderwizard.com/BOB

Note: Bank and ITI Limited shall not be liable & responsible in any manner whatsoever for any failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to

ensure system availability and prepare their bid well before time to avoid last minute rush. Bidders can fix a call with support team members in case guidance is required by calling on helpdesk number.

21. Bid Security (Earnest Money Deposit)

Bidders are required to give an earnest money deposit of an amount of Rs.5,00,000/- (Rs. Five Lacs only) at the time of submission of the technical bid. The proof of the same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit) shall be paid through electronic mode or a Bank Guarantee (Annexure K) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the below mention account. The details of the account are as under.

Account Number - 29040400000417

Account Name – Bank of Baroda

Branch- BKC, Mumbai

IFSC- BARB0BANEAS.

Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit

The earnest money deposit may be forfeited or the bank guarantee in lieu of EMD may be invoked by the Bank:

1. If the Bidder withdraws its bid during the period of bid validity period specified by the Bidder on the Bid Form; or
2. In case of the successful Bidder, if the Bidder fails to:
Sign the Contract within 1 month of issue of purchase order / letter of intent.
3. In case of any act of the bidder not in line with contract obligations

Unsuccessful Bidder - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Agencies/bidders.

Successful Bidder – Bid security money deposit or bank guarantee will be discharged upon the agencies/bidder furnishing the Service Level Agreement with the bank. The Bid security Money of the successful agency/bidder may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the successful agency/bidder fails to furnish the Service Level Agreement within 30 days from the date of Bank placing the order for any reason whatsoever and / or the agency/bidder refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.

Exemption from submission of EMD and tender cost shall be given to bidders, who are

Micro and Small Enterprises (MSE) and they are exempted from giving EMD may give Bid Security declaration (Annexure – I) in place of EMD. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are 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 and Tender cost exemption.

Validity Period.

RFP Responses must remain valid and open for evaluation according to their terms for a period of at least 180 days from the last date of submission of responses.

The Bank shall have the right at its sole and absolute discretion to continue the assignment with the Applicant/s for future requirement on the rates finalized in this processing for various items/activities as described in the Price Bid (to be submitted after appointment), or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the Bank may solicit the Applicant/s consent to an extension of period of validity.

22. Performance Guarantee

1. The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier to the extent of 3% of the total order value for the entire period of the contract plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a Nationalized Bank only, other than Bank of Baroda.
2. In the event of non-performance of obligation or failure to meet terms of this Tender, the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the bidder.
3. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the bid security / earnest money deposit taken from the bidder, will be forfeited.

23. Bank of Baroda RESERVES THE RIGHT:

- 23.1 To accept or reject any or all the proposals;
- 23.2 Cancel the RFP process at any time without assigning any reasons therefor,
- 23.3 Re- issue the RFP, if cancelled
- 23.4 The appointed Agency will have to execute a contract with the Bank in the format approved by Bank of Baroda, which will be delivered to them upon their appointment.
- 23.5 The 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 Bank and such information will be kept confidential even after the termination/expiry of the agreement. The selected agency shall be required to sign a non-disclosure agreement with Bank of Baroda to this effect or undertake confidentiality obligation and this effect in the contract to be executed with Bank of Baroda.

- 23.6 The empanelment does not guarantee any minimum business.
- 23.7 Bank shall make every effort to issue instructions and approval in writing to the agency. However, if the same is conveyed verbally, the agency shall get it confirmed immediately from Bank of Baroda at the earliest in writing to avoid disputes.
- 23.8 The Agency is expected to be sincere and prompt in responding to the call of Bank. The execution of job is to be time bound and with all required information so as to avoid delay or duplication. The agency should be able to execute order at short notices and even on holidays.
- 23.9 The rates approved by Bank shall be treated as final. In case of any revision thereof for whatever reasons, the Agency shall intimate the same to Bank immediately and seek fresh approval.
- 23.10 Bank of Baroda reserves the right to invite agencies outside the empanelled agencies, in cases it is deemed fit to do so or if the empanelled agency is unable to meet the expectations of the bank.
- 23.11 Proposal must be strictly as per bid application (Form A and B) and photocopy of all required documents should be attached as duly marked/ numbered enclosures. A list of required documents that needs to be enclosed with bid application and their tag Nos. are given at the end of bid application/proposal and these should be arranged in this order only. All photocopies attached with bid application should be verified by the authorized signatories under his signature and agency's/company's seal.

CANCELLATION OF ORDER / TERMINATION OF CONTRACT

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice and without assigning any reason. In following events Bank shall terminate this assignment or cancel any particular order if Agency:

- breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- failure by Agency to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of sub-standard materials/ services ;
- Delay in delivery / installation / commissioning of services.

This Tender or subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors

or any class thereof;

- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

Notwithstanding above, Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part, without assigning any reason, by giving Agency/bidder at least 30 days prior notice in writing.

In the event, the Bank terminates the contract in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Agency of its choice, by giving one month's notice and in that eventuality the Agency is bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.

- Delivery of the solution and performance of the services shall be made by the selected bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP / Contract. Any delay in performing the obligation / defect in performance by the consultant may result in imposition of liquidated damages.
- If the selected bidder fails to perform services within the stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalty, a sum equivalent to 5% of the Annual Retainer Fee for delay by a fortnight or part thereof maximum up to 25% of Annual Retainer Fee. Once the maximum is reached, Bank of Baroda may consider termination of Contract pursuant to the conditions of contract.
- In the event Bank terminates the Contract in whole or in part, Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those not delivered by the selected bidder and the selected bidder shall be liable to the Bank for any excess costs for such similar systems or services. However, the selected bidder shall continue the performance of the contract to the extent not terminated.

Effect of termination

If bank terminate or cancel the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, Bank shall pay to Bidder, within thirty (30) days of such

termination or expiry, of the following:

- All the undisputed fees outstanding till the date of termination;
- Upon the termination or expiry of this Tender and subsequent Agreement:
- The rights granted to Bidder shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Bidder shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

Reverse transition mechanism

The firm agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The firm agrees that after completion of the Term or upon earlier termination of the assignment the firm shall, if required by the Bank, continue to provide facility to the Bank at no less favourable terms than those contained in the tender document. In case the Bank wants to continue with the firm's facility after the completion of this contract then the firm shall offer the same or better terms to the Bank. Unless mutually agreed, the rates shall remain unchanged.
- The Bank shall make such prorated payment for services rendered by the firm and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the firm is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the firm.
- Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the firm for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights

or liabilities or either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

Publicity

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

SET OFF

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to Bank under any of the clauses of this agreement for delay, failure or non-performance of any condition, undertaking and commitment or for breach of any terms of this agreement.

This clause shall override all other clauses of this document and shall also survive the termination.

PENALTIES AND LIQUIDATED DAMAGES:

If the Service Provider fails to perform its obligation for more than 30 days as per this RFP/subsequent agreement the BANK reserves the right to get the balance work executed by another service provider as per choice of BANK and Service Provider shall be liable to bear the expenditure which BANK may incur for the execution of balance work and its completion.

If the SERVICE PROVIDER fails to complete the due performance of the contract in accordance to the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right either to cancel the contract or to accept performance already made by the SERVICE PROVIDER. The Bank reserves the right to recover an amount equivalent to 10 % of the contract value as Liquidated Damages for non- performance.

Both the Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.

Penalty and Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure

ERRORS AND OMISSIONS

Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this tender document but not later than five business days prior to the due date for lodgment of Response to tender.

ACCEPTANCE OF TERMS

A Recipient will, by responding to the Bank's tender document, be deemed to have accepted the terms as stated in this document.

COST BORNE BY RECIPIENTS

All cost and expenses (whether in terms of time or money) incurred by Recipients in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussion etc. and providing any additional information required by the Bank will be borne entirely and exclusively by the Recipient.

NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients and the Bank until execution of a contractual agreement to full satisfaction of the Bank.

RECIPIENT OBLIGATION TO INFORM ITSELF

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the tender document and the meaning and impact of that information.

SUBCONTRACTS

The Agency as and when required may subcontract the work provided with prior permission from the Bank. The Agency shall be solely responsible for the performance, Salary, remuneration, statutory deductions of sub-contractors appointed by it.

SUBMISSION OF BIDS

Bidders satisfying the eligibility conditions and general terms and conditions specified in this document and ready to provide the said "Services" in conformity with Scope of Work, may submit their bid through Bank's e-tendering service provider website <https://www.tenderwizard.com/BOB> on or before the time line stipulated in the Important Dates Section. Bids submitted by any other means other than bid submission in e-tendering website will not be accepted by the Bank. The detail guidelines for submission details and E-tendering mentioned in the RFP.

Bank of Baroda shall at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of Bank of Baroda and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

Any bid received by Bank of Baroda after the deadline for submission of bids shall be rejected outright.

MODIFICATION AND WITHDRAWAL OF BIDS

The Agency may modify or withdraw its bid after submission provided that the written notice of the modification or withdrawal is received by the Bank before the deadline prescribed for submission of bids.

Modification or withdrawal notice shall be prepared, sealed, marked and dispatched by the Agency. A withdrawal notice may also be sent by email but followed by the signed confirmation copy by post or courier, not later than the deadline for submission of bids. No bid shall be modified subsequent to the deadline for submission of bids.

Agencies may request clarifications on any clause of the RFP documents by raising queries via email to global.webmaster@bankofbaroda.com before the time and date stipulated for the said purpose. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission.

Bank may at its sole discretion, but without being under any obligations to do so, amend, update, clarify, modify or supplement the RFP by issuing an addendum/corrigendum/clarification in writing, which, if any, will be posted on the bank's website and shall be binding on all the concerned. To enable the bidders to take into account the impact of the amendments in their proposals, Bank may, at its sole discretion, extend the deadline for submission of proposals.

A prospective Agency, requiring any clarification on the Bid Documents shall notify Bank

of Baroda in writing or by E-MAIL at Bank of Baroda's mailing address indicated in the invitation of Bid at least 7 days prior to submission of the tender.

Bank of Baroda shall respond in writing or by E-mail to any request for the Clarification of the Bid Documents, which it receives not later than 2 days prior to the date of submission of the Tenders. Such queries (without identifying the source) will be clarified by Bank of Baroda and will be displayed on Bank's website.

CLARIFICATION OF BIDS BY BANK

To assist in the examination, evaluation and comparison of bids, Bank of Baroda may, at its discretion ask the Agency for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the Agency shall be entertained.

AMENDMENTS IN DOCUMENTS

At any time, prior to the date of submission of Bids, Bank of Baroda may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments.

The amendments shall be notified in Bank's website www.bankofbaroda.in and these amendments will be binding on the Agencies.

In order to afford prospective Agencies a reasonable time to take the amendment into account in preparing their bids, Bank of Baroda may, at its discretion, extend the deadline for the submission of bids suitably.

POWERS TO VARY OR OMIT WORK

No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by Bank.

The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidder shall carry out any such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. Any suggested variations if implemented, would, in the opinion of the finally selected bidder, prevent them from fulfilling any of his obligations under the contract, the bidder shall notify the Bank thereof in writing with reasons for holding such opinion and Bank may instruct the successful bidder to make such other modified variation without prejudice to the contract.

The finally selected bidder shall carry out such variation and be bound by same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms the concerned bidder's instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable commercial implications.

Any agreed difference in cost occasioned by such variation may be added to or deducted from the value of the contract as the case may be.

In any case where the successful bidder has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected bidder involve a claim for additional payments, such additional payments shall be mutually agreed in line with the

terms and conditions of the order.

If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Bank of Baroda reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected agency or agencies on the grounds of Bank of Baroda's action.

OPENING OF BIDS BY BANK OF BARODA

Bank of Baroda shall open the Technical bid (Envelope I) in the presence of authorised representatives of the bidders. However, Technical Bids would be opened even in the absence of any or all of the bidders representatives and the Evaluation Committee will study the Technical bids.

The Commercial bid will be opened only for Agencies declared eligible and selected after Technical evaluation as mentioned in this document. The commercial bid will be opened on a fixed date in the presence of authorized representatives of the bidders and will be intimated to all eligible Agencies at least two days in advance.

AWARD OF SELECTION

Bank of Baroda shall consider empanelment of Agencies, whose offer have been found technically, commercially and financially acceptable and evaluated as the most suitable by Bank of Baroda. Empanelled Agencies will have to enter into an agreement with Bank of Baroda as per terms and conditions in this tender document.

ASSIGNMENTS

The Agency agrees that the Agency shall not be entitled to assign any or all of its rights and or obligations under this Tender and subsequent Agreement to any entity including Agency's affiliate without the prior written consent of the Bank. If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

GENERAL CONDITIONS

The general condition shall apply in contracts made by the Bank for availing the services of Selected Agency.

The selected Agency shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time. Agency shall be responsible for adhering to other industry norms applicable to their area of business.

OWNERSHIP OF INTELLECTUAL PROPERTY RIGHT:

All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with Bank of Baroda unless otherwise stated explicitly & agreed by Bank of Baroda at the time of accepting the layout. The agency shall indemnify Bank of Baroda against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc.

incurred by Bank of Baroda.

- The selected Agency at its own cost will defend or settle any claim against Bank of Baroda to the effect that the selected Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the Bank any of the commission already paid to the Agency or any other loss that might be incurred by the Bank.
- Bank of Baroda through its authorized officers shall have right to inspect the services regarding conduct of Location Management & Hyperlocal Marketing services for the Bank. Should any inspection point to the need of improvement, the necessary alteration shall be incorporated free of cost by the agency.
- Bank of Baroda reserves the right to disqualify such agencies who have a record of not meeting contractual obligations against earlier contracts entered into with Bank of Baroda.
- Bank of Baroda reserves the right to blacklist an agency for a suitable period in case the agency fails to honor its bid without sufficient grounds and circulate its names to IBA, RBI and other peer banks.
- The Selected Agency/Agencies shall ensure secrecy of Location Management & Hyperlocal Marketing related brief, other data which is shared, its findings & recommendations etc.
- The selected Agency/ Agencies shall ensure proper typography and lay out for each advertisement so that minimum space will be spent as far as possible.
- It shall be obligatory on the part of agency to share the sources of secondary data, primary data, Bank of Baroda interviews/questionnaires etc. and any other items, which are not proprietary property of the agency.

EARNEST MONEY DEPOSIT (EMD)

- The Earnest Money Deposit (EMD) for the application related to selection of Location Management (Hyperlocal Marketing) Agency shall be Rs 5,00,000/- (Rupees Five lacs only) payable by Bank Guarantee or through electronic mode is to be submitted along with the application form (Technical Bid) and is refundable only on the non- acceptance of the offer. Application submitted without EMD will not be entertained. The Earnest Money Deposit (EMD) of the successful Agency will be refunded after signing an agreement with the Bank. No interest is payable for the period EMD money is kept with the Bank. The bank guarantee should be issued by any scheduled commercial bank, other than Bank of Baroda. The EMD shall be forfeited in the event of withdrawal of bid during the period of bid validity or if the successful bidder fails to sign the contract within 1 month of issue of purchase order / letter of intent in accordance with the terms and conditions and other requirements specified in RFP or any act of the bidder not in line with contract obligations.
- The empanelled Agencies shall not use the name of the Bank or its logo to promote their business without prior permission from Bank of Baroda.
- In case of exemption from submission of EMD, the bidder may submit the relevant

documents / certifications issued by suitable Competent Authority along with duly filled Annexure I.

CONTACTING BANK OF BARODA

No agency shall try to influence Bank of Baroda on any matter relating to their bid, from the time of the bid opening till the time the contract is awarded. Any effort by an agency to influence Bank of Baroda in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract

INDEMNITY

The Agency/Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank's authorized / bona fide use of the deliverables and /or the Services provided by Agency/bidder under this assignment; and/or
- Negligence or willful misconduct of the Agency/Bidder and/or its employees, agents, sub-contractors in performance of the obligations under this assignment; and/or
- claims made by employees or subcontractors or subcontractors' employees, who

are deployed by the Agency/Bidder, against the Bank; and/or

- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Agency/Bidder to its employees, its agents, contractors and sub-contractors
- or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Agency/Bidder under this assignment; and/or
- breach of confidentiality obligations of the Agency/Bidder; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights;

Bank shall notify the **Agency/Bidder** in writing as soon as practicably possible when the Bank becomes aware of the claim, and shall co-operate with the **Agency/Bidder** in the defense and settlement of the claims.

The **Agency/Bidder** shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the **Agency/Bidder** with the assistance, information and authority reasonably necessary to perform the above.

In the event of successful bidder not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the **Agency/Bidder** under this assignment. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

SETTLEMENT OF DISPUTES

The Bank and the agency/bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers / directors of the Bank and the agency/bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager / director and agency/bidder project manager / director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the agency/bidder and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the agency/bidder and Bank, the Bank and the agency/bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties

shall appoint a third arbitrator shall act as the chairman of the proceedings. Seat of Arbitration will be at Mumbai. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

GOVERNING LAWS

This RFP and The subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Mumbai shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

FORCE MAJEURE

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform Bidder's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Bidder shall hold consultations in an endeavor to find a solution to the problem.

Inspection of Records

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement (where ever applicable) with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the Marketing Department, BST, Mumbai RFP for Location Management (Hyperlocal Marketing) Agency 35

requirements of statutory and regulatory authorities.

Visitorial Rights

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank

Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution and
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this tender document. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank

CONFLICT OF INTEREST

Bank of Baroda requires that Agencies provide professional, objective and impartial services and at all times hold Bank'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 Bank.

Agencies shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Bank of Baroda, or that may reasonably be perceived as having this effect. If the Agencies fail to disclose said situations and if Bank 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. Employees of Bank of Baroda 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.

SERVICE LEVEL AGREEMENT AND NON-DISCLOSURE AGREEMENT

The selected agency/bidder shall execute (a) empanelment agreement, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected agency/bidder shall execute the agreements within two months from the date of acceptance of letter of appointment or as intimated by the Bank. The all the expenses related to execution of the document such as The applicable stamp duty and registration charges if any shall be born by the agency/bidder.

BANK OF BARODA RESERVES THE RIGHT TO:

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities.
- j) no obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

NO LIABILITY

All employees engaged by the Service Provider shall be in sole employment of the Agency/Bidder and the Agency/Bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall BOB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of

the Service Provider.

Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Agency/Bidder as part of this Agreement. Under no circumstances BOB shall be liable to the Agency/Bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

24. COVENANTS OF THE AGENCY/BIDDER:

It is duly incorporated, validly existing and in good standing under as per the laws

It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions of this assignment by Agency/Bidder and the performance of its obligations under this project are duly authorized and approved by all necessary action and no other action on the part of Agency/Bidder is necessary to authorize the execution, delivery and performance under an Agreement. The Agency/Bidder shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Agency/Bidder shall not substitute the key staff identified for the services mentioned in this Agreement. The Agency/Bidder shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of Bank:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by Bank; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of Bank.
- shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel who are working in the premises of bank.
- shall not exercise any lien on any of the assets, documents, instruments or material belonging to BOB and in the custody of the **Agency/Bidder** for any amount due or claimed to be due by the **Agency/Bidder** from BOB.
- shall regularly provide updates to BOB with respect to the provision of the services and shall meet with the personnel designated by BOB to discuss and review its performance at such intervals as may be agreed between the Parties.

- shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- shall not violate any proprietary and intellectual property rights of BOB or any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights in course of providing services hereunder.
- shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as specified by bank from time to time.
- shall not work in a manner which, in the reasonable opinion of Bank , may be detrimental to the interests of BOB and which may adversely affect the role, duties, functions and obligations of the **Agency/Bidder** as contemplated by this Agreement.

Dy. General Manager
Head - Marketing & Branding
Bank of Baroda
6th Floor, Baroda Sun Tower
BKC, Mumbai.

LIST OF ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION

[Form-A]

SN	Description of the documents to be attached	To be with Annexure 1 marked as enclosure
1	Certificate of Registration of Agency/Firm	I
2	Documents related to constitution of Agency (Memorandum /Articles of Association/ Partnership Deed etc.)	II
3	Address proof of Mumbai Office (latest landline MTNL/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed) Mentioned at SN-2 of Annexure 1	III
4	Photocopy of statutory registrations (mentioned at SN. 8 & 4 of Annexure 1). Start Ups /MSE to additionally submit certificate from Department of Industrial Policy and Promotion.	IV
5	Self-certified list of clients where Agency / Firm is presently engaged mentioning period of engagement.	V
6	Self-certified list of clients acquired by Agency/Firm during last 5 years (For Startup / MSE – last 3 years)	VI
7	Copy of Audited Balance sheet of Agency/firm for last 3 years	VII
8	Auditor's Certificate regarding financials (as per format of Annexure - C)	VIII
9	Status regarding litigations Agency/Firm has (as per Annexure – E)	IX
10	Curriculum Vitae of core staff members (as per Annexure – F) Photo copy of documents in support of professional qualification of core staff	X
11	Statement of accounts (stated at SN. 11 of Annexure - 1)	XI
12	Supporting documents for SN. 12 of Annexure - 1	XII
13	Supporting documents for SN. 13 of Annexure - 1	XIII
14	Details /description of work sample (mentioned at SN. 14 of Annexure 1)	XIV
15	Authorisation letter (as per format of Annexure-A)	XV
16	Bid submission letter (as per format of Annexure-B)	XVI
17	Declaration by Agency/Firm regarding overdue etc. (as per Annexure – D)	XVII
18	Undertaking regarding applicability of restrictions on procurement (as per annexure – H)	XVIII
19	Bid Security Declaration Form (If applicable for Start Ups / MSE) Annexure I OR Bid Security – Earnest Money Deposit (as applicable) Annexure K or L	XIX
20	Industry recognition/Awards/Accolades won during last 3 years (mentioned at SN. 15 of Annexure 1)	XX
21	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	XXI
Other enclosures (as per the documents mentioned in Annexure 1) attached by the bidder to be marked accordingly		

Annexure 1

PARTICULARS FOR EMPANELMENT AGENCY FOR LOCATION MANAGEMENT (HYPERLOCAL MARKETING) OF THE BANK IN DIGITAL DOMAIN

- TECHNICAL BID

(To be submitted by location management (Hyperlocal marketing) agencies on their letter heads)

The Dy. General Manager
Head (Marketing & Branding)
Bank of Baroda
Baroda Sun Tower
C – 34, G Block,
Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051.

Dear Sir/Madam,

We hereby offer to submit our request for empanelment of Location Management (Hyperlocal Marketing) Agency for Bank of Baroda as per Tender Notice no. BCC: MKTG: WEB:114:698 Dt.06.12.2022 for “**Empanelment of Agency for Location Management (Hyperlocal Marketing) of the Bank in Digital Domain**”. We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have paid Rs.5,00,000/- (Rupees Five Lac Only) towards Earnest Money Deposit (EMD) in favour of Bank of Baroda as per details provided in Annexure L (attached).

Our brief profile is as under

<Name & Address of the Agency/Firm (Details of Tel., Email)>			
Sr No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
1	Bidder must be a (Constitution of the Agency/Firm) Proprietorship / Partnership / Joint venture or registered under Companies Act enclose necessary documentary proofs in India at least for the last 5 years (for Startups / MSE min 3 years)		Documentary Proof to be attached (Certificate of Incorporation)
2	Whether Start Up /MSE (Yes / No) (as defined by Department of Industrial Policy and Promotion)		Documentary Proof to be attached (Relevant Certificate awarded by competent authority)
3	The bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public		Letter of confirmation (self-certified letter signed by authorized official of the bidder)

	Sector Undertakings (PSUs / PSBs) within last 2 years from the RFP date.																		
4	Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required		<p>Letter of confirmation (self-certified letter signed by authorized official of the bidder) Provide details if applicable</p> <table border="1"> <thead> <tr> <th>Sr No</th> <th>Other party of litigation / Dept. /court</th> <th>Agency/Firm status(Applicant /Respondent)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>	Sr No	Other party of litigation / Dept. /court	Agency/Firm status(Applicant /Respondent)	1			2			3						
Sr No	Other party of litigation / Dept. /court	Agency/Firm status(Applicant /Respondent)																	
1																			
2																			
3																			
5	<p>The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.</p> <p>or</p> <p>The Bidder is from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.</p>		<p>Undertaking as per Annexure H and Copy of certificate of valid registration with the Competent Authority (If applicable)</p> <p>(signed /Digitally signed documents from authorized representative of bidder)</p>																
6	<p>Bidder must have registered average annual turnover of Rs. 5 Crores or above (from Indian Operations only) (For Startups / MSE average annual turnover of Rs. 2 Crores or more) during the last three completed financial years i.e. 2019-20, 2020-21 and 2021-22* (Not inclusive of the turnover of associate companies)</p> <p>Financials of the Agency/firm for the last 3 years (Amount in crores Rs.)</p> <p>Audited Financial statements for the financial years 2019- 20, 2020-21 and 2021-22*. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>		<table border="1"> <thead> <tr> <th>Particulars</th> <th>2019-20</th> <th>2020-21</th> <th>2021-22</th> </tr> </thead> <tbody> <tr> <td>Turn over</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net profit</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net-worth</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>*If 2021-22 Financial Statements of any bidder is unaudited, then Financial statement for 2018-19, 2019-20, 2020-21 will be considered) along with an undertaking letter from the bidder that the 2021-22 Statements are not audited)</p>	Particulars	2019-20	2020-21	2021-22	Turn over				Net profit				Net-worth			
Particulars	2019-20	2020-21	2021-22																
Turn over																			
Net profit																			
Net-worth																			
7	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or		Letter of confirmation (self-certified letter signed by authorized official of the bidder)																

	partnership firms/LLPs having common partners has not participated in the bid process.		
8	The bidder must have served a minimum of 5 clients (For Startups / MSE a minimum of 3 clients) in the minimum experience criteria period.		Name of the clients served with bidders location management services in the last 5 years. Documentary Proof to be attached – Letters from the clients served
9	Technology - Mention the name of the tool that will be used for providing the Location Management services and the type of ownership.		Documentary Proof to be attached (Relevant Certificate awarded by competent authority)
10	Certifications/Partnerships Mention the type of partnership and the extent of rights available through it on Google My Business services		Documentary Proof to be attached (Relevant Certificate awarded by competent authority)
11	Bidder should have a support office in Mumbai and shall allocate a dedicated team		Self-certified letter signed by authorized official of the bidder mentioning address.
Other Details			
12	Name of Proprietor/Partners/ Directors of the Agency/Firm	NA	self-certified letter signed by authorized official of the bidder
13	Details of key functional personnel of the Agency/Firm	NA	Details as per Annexure F
14	Industry recognition /Awards / Accolades won during last 3 years	NA	Documentary Proof to be attached (Relevant Certificate awarded by competent authority)
15	Details of Statutory registrations of the Agency/Firm	NA	Details of PAN, GST, RoC,,Shop & Establishment, Other with self-certified copies.

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, Bank of Baroda reserves the right to remove us as appointed Agency, if appointed, with immediate effect and Bank's authority in this regard shall full, final and binding on us. We understand and agree that the empanelment does not obligate Bank in any manner. We also understand that Bank of Baroda 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 engagement.

I/we certify that if appointed for selection, I/we shall appoint separate teams for any competing clients who are in the same business as Bank of Baroda to avoid clash of interests and maintenance of confidentiality.

In case at any stage, it is found that that the information given by me/us is false/incorrect, Bank of Baroda shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/us.

(Signature of the Authorized person)

Full name of the Authorized person: _____

Designation: _____

Seal of the firm and date

Annexure 2

PARTICULARS FOR EMPANELMENT OF AGENCY FOR LOCATION MANAGEMENT (HYPERLOCAL MARKETING) OF THE BANK IN DIGITAL DOMAIN – COMMERCIAL BID

(To be submitted by location management (hyperlocal marketing) agencies on their letter heads)

The Dy. General Manager
Head - (Marketing & Branding)
Bank of Baroda
Baroda Sun Tower
C – 34, G Block,
Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051

Dear Sir/Madam,

We hereby submit our Commercial Bid for **Empanelment of Agency for Location Management (Hyperlocal Marketing) of the Bank in Digital Domain** as per proposal reference no. BCC: MKTG: WEB:114:698 Dt.06.12.2022. We unconditionally agree to abide by the Terms & Conditions specified therein.

Sr	Particulars	Details/Remarks / Charges
01	Name and contact details of agency' head office.	
02	The contact details of person authorized to make commitments to the Bank	
A	One Time Set Up Cost **Rate of Location Management (Hyperlocal Marketing) per location (In INR)	
B	Monthly Maintenance Contract / Technical Support (20% of Rate of Location Management (Hyperlocal Marketing)) per location .i.e. 20% of A. (In INR)	
C	Total (A+B)	

** The above commission fee / cost is excluding taxes & other relevant duties etc.

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

I/we certify that if appointed for selection, I/we shall appoint separate teams for any competing clients who are in the same business as Bank of Baroda to avoid clash of interests and maintenance of secrecy.

In case at any stage, it is found that that the information given by me/us is false/incorrect, Bank of Baroda shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

(Signature of the Authorized person) _____
Full name of the Authorized person _____
Designation: _____
Seal of the firm and date

Annexure - A

Authorisation to sign documents

*pertaining to bid submission against RFP No:..... for appointment of Location Management (Hyperlocal Marketing) Agency in Bank

[to be given on agency/firm/company letter head]

It is certified that Agency/firm M/s..... having its registered office at..... is submitting a bid proposal against RFP No.....for appointment of location management (hyperlocal marketing) agency in Bank of Baroda.

In connection with the above Shri.....working with the company as.....has been duly authorised to sign bid proposal documents or any other documents related to this bid submission.

Agency/firm is liable of the consequences arising by the act of signing bid documents by Shri.....

Signature :

Name of Signatory:

Designation :

Seal of Agency/firm/company

Date :

Place :

* If agency is a company, certified copy of the extract of Company's Board Resolution to this effect shall be required

Annexure - B

Bid Submission letter (on Agency's letter head)

To,
The Dy. General Manager,
Head - Marketing & Branding
Bank of Baroda, Baroda Sun Tower
C-34, G Block, Bandra Kurla Complex
Bandra (E), Mumbai-400051

Sir,

**RFP NO:FOR APPOINTMENT OF LOCATION MANAGEMENT (HYPERLOCAL MARKETING)
SUBMISSION OF BID**

We submit our Bid/Proposal herewith. In this connection, we understand that:

1. Bank is not bound to accept the lowest or any bid received by the Bank, and Bank may reject all or any bid without assigning any reason or giving any explanation what so ever.
2. Bank may follow close or open bidding process as per requirement of the Bank.
3. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form.
4. If our Bid is accepted, we shall be jointly and severally responsible for the due performance of the contract
5. Bank may accept or entrust the entire work to one agency/bidder or divide the work to more than one agency/bidder without assigning any reason or giving any explanation whatsoever , as per Bank's requirement.
6. Agency/bidder means the bidder who is decided and declared so after examination of commercial bids.
7. Bank can, on its sole discretion, conduct independent due diligence in respect of the information furnished in bid/proposal or any document(s) attached there to.
8. This bid/proposal comprises of totalpages, andenclosures marked as enclosure-1 to enclosure-....

Yours faithfully,

Signature with date:

Name of authorized signatory:

Seal of agency/firm

Annexure - C

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]

CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s.
..... having its Registered Office
..... had achieved the following
level of Turnover/Net profits/ Net worth in respect for the financial years mentioned
hereunder:

(Rs. In Crores)

Particulars	2019-20	2020-21	2021-22
Gross Annual Turn over			
Net profit			
Net-worth			

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors / Chartered Accountants

Name:

Seal

Place:

Date:

Annexure - D

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

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is certify that this Agency has no over dues owing to any Agency/Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority or any other organization.

This is also certified that our Agency has not been backlisted by any Central/State Government/Public Sector Undertakings/ Banks/RBI/IBA/any other Corporates/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against, other than those mentioned in Annexure E attached to the bid/proposal, that may have an impact affecting or compromising the delivery of services required.

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure - E

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

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

SN	Other party to litigation	Case no	Status of bidder in litigation (Applicant / Respondent)	Briefs of litigation
1				
2				
3				
4				

Signature of Authorized person:

Sign _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

Annexure – F

**CURRICULUM VITAE (CV) OF PROFESSIONAL STAFF TO BE ENGAGED WITH
Bank of Baroda**

1. Name of Agency [Insert name of firm proposing the staff]:

2. Name of Staff [Insert full name]:

3. Proposed Position:

4. Nationality:

5. Education qualification [Indicate 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 held.]:

From [Year]: To [Year]:

Employer:

Positions 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 point10.]
 - (i) Name of assignment or project:
 - (ii) Year:
 - (iii) Location:
 - (iv) Client:
 - (v) Main project features:
 - (vi) Positions held:
 - (vii) Activities performed:

Note:

Use separate sheets for different projects. Please provide at least 3 such client references)

(Signature of Authorised Signatory)
Name of the Authorised Signatory:
Firm Name:

Annexure - G

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

Format for seeking clarification /Pre-bid queries (in word document only)

SN	Page No.	Clause	Query
1			
2			
3			

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for
 _____ Agency Seal of Agency

Annexure - H

Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To

Bank of Baroda
Baroda Sun Tower
Bandra Kurla Complex
Bandra (E), Mumbai 400 051

Sir,

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Model Clauses for Tenders as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

- I. 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.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person,

participating in a procurement process.

- III. “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
- b. An entity incorporated, established or registered in such a country; or
 - c. A subsidiary of an entity incorporated, established or registered in such a country; or
 - d. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - e. An entity whose *beneficial owner* is situated in such a country; or
 - f. An Indian (or other) agent of such an entity; or
 - g. A natural person who is a citizen of such a country; or
 - h. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in

dealings with third person.

- VI. [The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Dated this.....by..... 20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Agency/bidder's Corporate Name

Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.
4.

Annexure - I

Bid Security Declaration Form for EMD Exemption

Date: RFP/Tender 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..... (as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein) year from the date of notification if I am 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 authorised person of.....to make the declaration for and on behalf of..... Letter of Authority for executing to make the declaration is enclosed.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)



Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on..... day of.....(insert date of signing)

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 - J

Cyber Security Controls for Service Providers (SPs)

1. Preventing access of unauthorised software

- 1.1. Put in place a mechanism to control installation of software/applications on endpoints. Also, put in place a mechanism to block/prevent and identify installation and running of unauthorised software/applications on such devices/systems.
- 1.2. Continuously monitor the release of patches by various vendors / Original Equipment Manufacturers (OEMs), advisories issued by CERT-In and other similar agencies and expeditiously apply the security patches as per the patch management policy of the SP. If a patch/series of patches is/are released by the OEM/manufacturer/vendor for protection against well-known/well publicised/reported attacks exploiting the vulnerability patched, the SPs must have a mechanism to apply them expeditiously following an emergency patch management process.
- 1.3. Have a clearly defined framework including requirements justifying the exception(s), duration of exception(s), process of granting exceptions, and authority for approving, authority for review of exceptions granted on a periodic basis by officer(s) preferably at senior levels who are well equipped to understand the business and technical context of the exception(s).

2. Environmental Controls

- 2.1. Put in place appropriate controls for securing the physical location of critical assets, providing protection from natural and man-made threats.
- 2.2. Put in place mechanisms for monitoring of breaches/compromises of environmental controls relating to temperature, water, smoke, access alarms, and service availability alerts (power supply, telecommunication, and servers), access logs, etc.

3. Network Management and Security

- 3.1. Prepare and maintain an up-to-date network architecture diagram at the organisation level including wired/wireless networks.
- 3.2. Maintain an up-to-date/centralised inventory of authorised devices connected to SP's network (within/outside SP's premises) and authorised devices enabling the SP's network. The SP may consider implementing solutions to automate network discovery and management.
- 3.3. Have mechanisms to identify authorised hardware / mobile devices like laptops, mobile phones, tablets, etc. and ensure that they are provided connectivity only when they meet the security requirements prescribed by the SP.
- 3.4. Ensure that all the network devices are configured appropriately and periodically assessed to ensure that such configurations are securely maintained.
- 3.5. The default passwords of all the network devices/systems should be changed after installation.

- 3.6. The infrastructure of SP should be designed with adequate network separation controls.
- 3.7. Have mechanism to automatically identify unauthorised device connections to the SP's network and block such connections.
- 3.8. Boundary defences should be multi-layered with properly configured firewalls, proxies, De-Militarized Zone (DMZ) perimeter networks, and network-based IPS and IDS. Mechanism to filter both inbound and outbound traffic must be put in place.
- 3.9. Establish Standard Operating Procedures (SOP) for all major IT activities including for connecting devices to the network.
- 3.10. Put in place mechanism to detect and remedy any unusual activities in systems, servers, network devices and endpoints.
- 3.11. Firewall rules shall be defined to block unidentified outbound connections, reverse TCP shells and other potential backdoor connections.

4. Secure Configuration

- 4.1. Document and apply baseline security requirements/configurations to all categories of devices (end-points/workstations, mobile devices, operating systems, databases, applications, network devices, security devices, security systems, etc.), throughout the lifecycle (from conception to deployment) and carry out reviews periodically,
- 4.2. Periodically evaluate the configuration of all such devices (such as firewall, network switches, security devices, etc.) and patch levels for all systems in the SP's IT ecosystem.
- 4.3. Disable remote connections from outside machines to the network hosting the ATM Switch infrastructure.
- 4.4. Ensure the software integrity of the related applications.

5. Patch/Vulnerability and Change Management

- 5.1. Follow a documented risk-based strategy for inventorying IT components that need to be patched, identification of patches and applying patches so as to minimize the number of vulnerable systems and the time window of vulnerability/exposure.
- 5.2. Changes to business applications, supporting technology, service components and facilities should be managed using robust configuration management processes that ensure integrity of any changes thereto.
- 5.3. Periodically conduct Application security testing of web/mobile applications throughout their lifecycle (pre-implementation, post implementation, after changes) in an environment closely resembling or a replica of the production environment.
- 5.4. As a threat mitigation strategy, identify the root cause of incident and apply necessary patches to plug the vulnerabilities.
- 5.5. Periodically evaluate the access device configurations and patch levels to ensure

that all access points, nodes between (i) different VLANs in the DataCentre (ii) LAN/WAN interfaces (iii) SP's network to external network and interconnections with partner, vendor and service provider networks are securely configured.

- 5.6. SPs should have a robust change management process in place to record/monitor all the changes that are moved/ pushed into the production environment. Such a change management process must clearly mention the test cases, chain of approving authority for the particular change, deployment plan and rollback plan.

6. User Access Control / Management

- 6.1. Provide secure access to the SP's assets/services from within/outside the SP's network by protecting data/information at rest (e.g. using encryption, if supported by the device) and in-transit (e.g. using technologies such as VPN or other standard secure protocols, etc.)
- 6.2. Carefully protect access credentials such as logon user-id, authentication information and tokens, access profiles, etc. against leakage/attacks.
- 6.3. Implement controls to monitor and minimize invalid logon counts and deactivate dormant accounts.
- 6.4. Implement a centralised authentication and authorisation system through an Identity and Access Management solution for accessing and administering applications, operating systems, databases, network and security devices/systems, point of connectivity (local/remote, etc.) including enforcement of strong password policy, two-factor/multi-factor authentication depending on risk assessment, securing privileged accesses following the principle of least privileges and separation of duties.
- 6.5. Access to critical servers, network and security devices/systems shall be provided through Privileged User Management Systems / Identity and Access Management systems.
- 6.6. Monitor any abnormal change in pattern of logon.
- 6.7. Mechanism to monitor the database security events, backend access to the databases shall be put in place to ensure access to the database is restricted and the activities carried out through the backend are logged and reviewed.
- 6.8. Trivial and/or default passwords shall not be used.

7. Data Leak prevention strategy

- 7.1. Develop a comprehensive data loss/leakage prevention strategy to safeguard sensitive (including confidential) business and customer data/information.
- 7.2. This shall include protecting data processed in end point devices, data in transmission, as well as data stored in servers and other digital stores, whether online or offline.

8. Audit Logs

- 8.1. Enough care is to be taken to capture audit logs pertaining to user actions in a

- system. Such arrangements should facilitate forensic auditing, if need be.
- 8.2. Implement and periodically validate settings for capturing of appropriate logs/audit trails of each device, system software and application software, ensuring that logs include sufficient information to uniquely identify the log for example by including a date, timestamp, source addresses, destination addresses, and various other useful elements of each packet and/or event and/or transaction.
 - 8.3. Logs generation from various devices/applications/database and capturing should always be automatic and by default.
 - 8.4. An alert mechanism should be set to monitor any change in the log settings.
 - 8.5. Manage and analyse audit logs in a systematic manner so as to detect, respond, understand or recover from an attack.

9. Application Security Life Cycle (ASLC)

- 9.1. Incorporate/Ensure information security across all stages of application life cycle.
- 9.2. Secure coding practices must be implemented for internally /collaboratively developed applications.
- 9.3. The development/test and production environments need to be properly segregated. The data used for development and testing should be appropriately masked.
- 9.4. Software/Application development approach should be based on threat modelling, incorporate secure coding principles, security testing (based on global standards) and secure rollout.
- 9.5. Ensure that adoption of new technologies is adequately evaluated for existing/evolving security threats and that the IT/security team of the SP achieve reasonable level of comfort and maturity with such technologies before introducing in the IT ecosystem.
- 9.6. SPs shall certify any new products, updates, upgrades as having been developed following secure coding practices. The application architecture shall be tested to safeguard the confidentiality and integrity of data being stored, processed and transmitted. An assurance to this effect shall be shared with the bank/RBI as and when requested.
- 9.7. In respect of critical business applications, SPs shall conduct source code audits by professionally competent personnel/service providers. They shall provide assurance to the bank that the application is free from embedded malicious / fraudulent code.
- 9.8. The SPs shall ensure that their software/application development practices address common vulnerabilities highlighted in baselines such as Open Web Application Security Project (OWASP) proactively and adopt the principle of defence-in-depth to provide layered security mechanism.

10. Incident Response and Management

- 10.1. SPs must have a mechanism/ resources to take appropriate action in case of any cyber security incident. They must have written incident response procedures

- including the roles of staff / outsourced staff handling such incidents; Response strategies shall consider readiness to meet various incident scenarios based on situational awareness and potential/post impact, consistent communication and coordination with stakeholders, including specifically the bank, during response.
- 10.2. SP's BCP/DR capabilities shall adequately and effectively support the SP's cyber resilience objectives and should be so designed to enable the SP to recover rapidly from cyber-attacks/other incidents and safely resume critical operations aligned with recovery time objectives while ensuring security of processes and data is protected.
 - 10.3. SPs are responsible for meeting the requirements prescribed for incident management and BCP/DR even if their IT infrastructure, systems, applications, etc., are managed by third party vendors/service providers. SPs shall have necessary arrangements, including a documented procedure for such purpose. This shall include, among other things, to inform the bank about any cyber security incident occurring in respect of the bank on timely basis to early mitigate the risk as well as to meet extant regulatory requirements.
- 11. Advanced Real-time Threat Defence and Management**
- 11.1. Build a robust defence against the installation, spread, and execution of malicious code at multiple points in the enterprise.
 - 11.2. Implement Anti-malware, Antivirus protection including behavioural detection systems for all categories of devices – endpoints, servers (operating systems, databases, applications, etc.), Web/Internet gateways, email- gateways, Wireless networks, etc. including tools and processes for centralised management and monitoring.
- 12. Vulnerability assessment and Penetration Test**
- 12.1. Periodically conduct Vulnerability Assessment/ Penetration Testing (VA/PT) of applications, servers and network components.
 - 12.2. The vulnerabilities detected are to be remedied promptly in terms of the SP's risk management/treatment framework so as to avoid exploitation of such vulnerabilities.
 - 12.3. The VAPT report(s) and compliance to its findings shall be shared with the bank/ Reserve Bank of India as and when requested.
- 13. Forensics**
- 13.1. The SP shall have support/ arrangement for network forensics/forensic investigation/DDOS mitigation services on stand-by.
- 14. Arrangement for continuous surveillance - Setting up of Cyber Security Operation Center (C-SOC)**
- 14.1. Constant and continuous monitoring of the environment using appropriate and cost effective technology tools, clearly defined policies and procedures based on best practices and monitored by technically competent and capable manpower is essential. SPs are mandated that a C-SOC (Cyber Security Operations Center)

be set up at the earliest, if not yet set-up. It is also essential that this Centre, among other things, ensures seamless collection of the logs relevant to the IT ecosystem, storing, processing and correlation of the logs through appropriate Security Information and Event Management (SIEM) solution for continuous surveillance and keeps itself regularly updated on the latest nature of emerging cyber threats.

15. Compliance with various standards

15.1. The SP shall comply with the relevant standards including ISO27001, PCI- DSS and PA-DSS, as applicable to the IT ecosystem.

15.2 The vendors should conform to the security practices and procedures laid down in the Information Technology Act 2000 as amended by the Information Technology (Amendment) Act 2008 (IT Act and IT Amendment Act) and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (Privacy Rules).

16. IT Risk Management

- The SP shall carry out Information security / cyber security risk assessment and apply risk treatment measures on regular intervals.
- The SP shall put in appropriate cyber security measures in place and comply with the legal and regulatory guidelines and directives.
- The SP shall be subjected to the annual IT audit / Technology risk assessment process by an independent professional agency as approved by the local government or regulator.

17. Measures for Cloud Computing

17.1 Bank should develop its private cloud and should not connect its private cloud having sensitive data with public cloud. However Bank may connect to community cloud and port some of the non-critical applications provided joining such community cloud is beneficial from synergy point of view within Banking and finance industry.

17.2 Administration of Cloud Computing environment and Application should not be with the same person to maintain segregation of duties.

17.3 Resource utilization should be monitored and additional resource provisioning should be done in a timely manner to avoid any performance and availability issues.

17.4 Network level segregation should be ensured among different server instances belonging to different applications and access to them should be granted on “need to know” and “need to do” basis through an auditable process.

17.5 Control on movement of Data should be in place to restrict movement of certain data to a location in different jurisdiction to adhere to the regulatory guidelines, if any.

Annexure - K

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

**The Dy. General Manager
Head - (Marketing & Branding)
Bank of Baroda
Baroda Sun Tower C – 34, G Block,
Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051.**

RFP NO:FOR APPOINTMENT OF LOCATION MANAGEMENT (HYPERLOCAL MARKETING) SUBMISSION OF BID

WHEREAS (hereinafter called “the Vendor”) has submitted its bid dated (date of submission of bid) for in response to Request for Proposal (RFP) No..... (hereinafter called “the Bid”) issued by Bank of Baroda.

KNOW ALL PEOPLE by these presents that WE..... (name of bank) of (name of country) having our registered office at(address of bank) (hereinafter called “the Bank”) are bound unto Bank of Baroda (hereinafter called “the Purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said Bank this..... day of, 20..... .

THE CONDITIONS of this obligation are:

1. If the Vendor withdraws its Bid during the period of bid validity specified by the Vendor on the Bid Form; or
2. If the Vendor, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity :
 - a) fails or refuses to execute the mutually agreed Contract Form if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to(Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs..... /- (Rupees only).

Place :

Seal

Code no.

Signature.

Note

1. Vendor should ensure that the seal & code no. of the signatory is put by the bankers, before submission of BG.
2. Stamp Paper is required for the BG issued by the banks located in Mumbai.

Annexure - L

Bid Security – Earnest Money Deposit
(Bidder need to provide the Transaction Details of Bid Security (EMD) (in case paid through electronic mode)

**The Dy. General Manager
Head - (Marketing & Branding)
Bank of Baroda
Baroda Sun Tower C – 34, G Block,
Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051.**

RFP NO: FOR APPOINTMENT OF LOCATION MANAGEMENT (HYPERLOCAL MARKETING) SUBMISSION OF BID

Sir,

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____ /- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics Fund Transfer) / Bank Guarantee

UTR / Txn ref. No. _____

Txn Date: _____

Remitting Bank: _____

Remitting Bank IFSC Code: _____

Beneficiary Account: Bank of Baroda,

Bank Account No. 29040400000417

Beneficiary Bank IFSC Code: BARB0BANEAS

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No.(Company account details):

IFSC Code:

Bank Name:



Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details. Dated this.....by20

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name

Address Email and Phone #