

## REQUEST FOR PROPOSAL DOCUMENT FOR

### EMPANELMENT OF

### -3- MARKET RESEARCH AGENCIES

Reference No.: BCC: MKTG: EMP\_MRA:113:561 Dt. 15.10.2021

Issued by: Bank of Baroda, Marketing & Corp. Comm. Dept, Baroda Sun Tower,  
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Mumbai –400051.

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## 1. IMPORTANT DATES

1	Date of commencement of Bidding Process (Posting of RFP document on Website / Publication of RFP)	15.10.2021
2	Last date and time for receipt of written queries for clarification from bidders over mail	22.10.2021 upto 03.00 p.m.
3	Pre-Bid Meeting	26.10.2021 at 03.00 p.m.
4	Last Date and Time for Bid Submission	09.11.2021 upto 03.00 p.m.
5	Date and Time of Technical Bid Opening	Representatives of bidders may be present during opening of Technical Bid. However, Technical Bids would be opened even in the absence of any or all of the bidders representatives. Date & Time: 09.11.2021 at 03.30 p.m. Place of opening of bids : Baroda Sun Tower C-34, G Block, Bandra Kurla Complex, Bandra (E), Mumbai 051
6	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: <a href="mailto:mktg@bankofbaroda.com">mktg@bankofbaroda.com</a>
7	Earnest money deposit (EMD)	Rs 5,00,000/- (Rupees Five Lacs Only)

Note:

as per the order no. 6/18/2019-PPD dated 23<sup>rd</sup> 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 RPF only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'RPFer', '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 digital 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 Digital Agency pursuant to the Contract.
- 3.3 'Bank/BOB' 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 Digital 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.
- 3.8 CSS means "Customer Satisfaction Survey"
- 3.9 BHS means "Brand Health Study"
- 3.10 MR Agency means "Market Research Agency".

#### 4. CONFIDENTIALITY

This RFP 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 RFP 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 BOB'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 BOB 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 BOB 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 BOB to any third person and the selected bidder shall keep all knowledge of the business activities and affairs of BOB 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 BOB.

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 BOB 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 BOB;
- 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 BOB.

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 BOB 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 more than 8400+ branches and 12000+ ATMs spread across India. The Bank has presence in 21 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails 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

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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 Market Research agency.

6.3 For the above stated purpose, Bank of Baroda invites proposals from reputed and qualified Market Research agencies for rendering the services as mentioned herein.

6.4 The Proposal will be the basis for a formally signed Contract with the selected MR Agencies

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 particular or all agency (ies) without assigning any reasons, whatsoever.

## **7. PURPOSE OF APPOINTMENT**

Bank of Baroda invites sealed applications from Eligible Market Research Agencies for empanelment as Bank's Market Research Agency at the corporate level for enabling its Market Research activities and initiatives for a period of three (3) years, subject to annual performance review. Bank proposes to empanel -3- (Three) Market Research Agencies and these MR Agencies shall be responsible for conducting various study/surveys across covering various Departments/products/services, etc.

## **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 Applicant Agency (hereinafter referred to as Agency or Applicant or Recipient) should be accredited by / member of duly recognized National and / or International Market Research Regulatory Bodies/Societies. Copy of accreditation/membership should be submitted along with the RFP. Bank reserves the right to verify the same.

8.2 All Agencies can apply for empanelment irrespective of their annual turnover, there is no minimum eligibility criteria with respect to annual turnover. However, all bidding Agencies will be rated based on their gross annual billing from Market Research activities of during each of the last three financial years (FY 20-21, FY 19-20 and FY 18-19) as mentioned in Point no 18 of this RFP and submit audited financial statements in support of the same. Standalone billing of the applicant



Agency will only be reckoned for this purpose and not that of the entire Group Company or subsidiaries. In case, there is revenue from any other activity, then a separate certificate from the Auditors certifying the revenue from Market Research activities must be submitted. (Financial Statements - Audited B/S & P/L Account must be furnished for each Year separately, latest income-tax returns & PAN Card) (Ref. Annexure C).

8.3 Agency should have minimum seven (7) years of experience in providing market research services as on 31.03.21. Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, LLP, if any. In case of Article / Memorandum of Association, the scope of work of must indicate 'Market Research' as business of the firm. Please also attach

- (i) Copy of Certificate of Incorporation
- (ii) Copy of Service Tax registration.

8.4 Agency should not have been barred by any Department of Government, PSU, etc. A stamped Affidavit in this regard should be submitted. (As per Annexure D)

8.5 Agency should have full-fledged office(s) at Mumbai or Metro cities with state-of-the-art infrastructure and manpower including team of analysts and field-specialists to support timely service for market research activities within the scope of work. Agency should have capacity to carry the study in Metro, Urban, Semi-Urban and Rural areas. Agency will enclose necessary documents and declaration along with application. Bank reserves the right to verify the same.

8.6 Agency should provide details of on roll employees as on 31.03.2021. There is no minimum eligibility criteria with respect to on-roll employee strength. However, all bidding Agencies will be rated based on the scoring method mentioned in point no 18 of this RFP.

8.7 Details of offices, key personnel, infrastructure, software tools, etc. of the Agency - (Ref. format as per Annexure 1).

8.8 Details of which includes name, designation, qualification, contact number, experience, etc. which will be undertaking the studies/ surveys of Bank of Baroda as per RFP document. (Ref. Annexure F).

8.9 Year-wise list of Customer-Satisfaction Studies (CSS)/ Brand Health Studies (BHS) conducted and completed during the last three years (FY 20-21, FY 19-20 and FY 18-19) along-with title of study, sample-size, and geographic-coverage, duration of project and name/address of client. (Ref. Annexure J). Only customized studies will be considered, syndicated studies will not be considered.

**8.10** Details of Awards won, if any, in the field of Market Research specifically for Customer Satisfaction Studies (CSS) / Brand-Health Studies (BHS). (Ref. Annexure 1).

8.11 Details of accreditation and ISO certification (Ref. Annexure 1). Copy of Certificate to be enclosed.

8.12 Copy of work-orders and 'Certificate from clients'(for BFSI segment only) received by the Agency for (FY 20-21, FY 19-20 and FY 18-19)

## 9. SCOPE OF WORK

Bank of Baroda will require the services of the empaneled -3- Market Research Agencies for the below mentioned broad categories of the work. The work shall be assigned to the Agencies 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 any of the empaneled agencies. The scope of work includes but is not limited to the following:

### 9.1 Objective

- Understand how customers perceive their interactions with the Bank, what their key pain points are, and what their desired Customer Experience is.
- Collect feedback across all channels and touch points –To evaluate and continuously monitor various tactical aspects that help build a better experience.
- Analyze structured (ratings) and unstructured (verbatim) feedback.
- To identify gaps in experience and opportunities to create customer delight.
- Benchmark against competition

### 9.2 Target Group

- Customers and Employees of Bank, and its subsidiaries, joint ventures, sponsored institutions, associations or any institution referred by Bank etc

### 9.3 Coverage

- Interactions/ transactions (including account opening, grievances) done across channels – Branches, Contact Centre, ATMs, e-Lobby, Multi - functional kiosks, Pass book update machines, emails, Internet and Mobile banking.
- To cover a reasonable sample of predefined transactions/ channel interactions across branches, regions and geographies

### 9.4 Deliverables

- Weekly / Fortnightly /Monthly dashboards and Reports: transaction wise / channel wise / business wise /segment wise/region wise with industry or as per banks time to time requirement and benchmarks.
- Management slide– Quarterly with detailed analysis, identification of improvement areas/ drivers, customer feedback, competition / Industry bench marking and best practices at Head office/ corporate office/ as desired by bank time to time.

## 10. PERIOD OF SELECTION

Bank proposes to empanel the Market Research Agencies for a period of three years. The initial empanelment shall be for a period of -3- years, however, at the discretion of the Bank, the empanelment can extended for a further period of -2- years, if services are found to be satisfactory and subject to performance review of the Agencies.

## 11. PERFORMANCE OF THE AGENCY

Delivery and performance of the services shall be made by the Agencies 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.

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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.

Delay by the Agency in the performance of its delivery obligations shall render the Bank liable to recover penalty at the rate of upto 5% of the value of the work per week, subject to a maximum of 50% of value of the work, for non-performance and/or delayed performance, subject to satisfactory reason of delay should be provided. If the delay is for more than 6 weeks and the cause is unsatisfactory to bank, bank have the right to reject the award and Vendor has to refund the advance amount within 30 days' time from rejection notice/email.

If the Applicant fails to complete the due performance in accordance to the terms and conditions of the Work Order, the Bank reserves the right either to cancel the Work Order or to accept performance already made by the Applicant.

In case of termination of Work Order the Bank reserves the right to recover an amount equal to 5% of the Work Order value as Liquidated Damages for non-performance.

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

Penalty and Liquidated Damages is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Applicant to prove that the delay is attributable to the Bank and Force Majeure.

The Applicant shall submit the proof authenticated by the Applicant and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

- The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance. Agreement violation will attract penalties.

### **Performance Bank Guarantee**

The selected bidder has to furnish a Performance Bank Guarantee of 3% of the total contract value (total contract value denotes the total consideration projected by the selected bidder in the financial proposal in response to this RFP Document to be issued by any

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reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favor of the firm. The Guarantee shall be valid for the timeframe/ tenure of appointment for which the selected bidder has been selected and 3 months thereafter.

In case of extension of contract, the successful bidder has to extend the Bank Guarantee for the extended period (exceeding three months of the contract) as per stipulation in the Service Level Agreement.

In case bidder fails to perform the contract, or violate any terms and conditions the Bank shall invoke the Bank Performance Guarantee to recover penalty/ liquidated damages.

## **12. TRAINING**

Empaneled Agencies shall provide training for Market Research strategies, tools and updates to staff members of the Bank free of cost wherever required by the Bank. The Agencies 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 Agencies 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 Market Research services rendered by the agencies, as detailed below:

- Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- Bank shall make full payment only after satisfactory completion of study along with submission of all reports. Bank may however, at its sole discretion consider paying an advance - of up to maximum of 50% of the value of the contract, to the Agency on request basis.
- 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 pertaining to that particular work/project assigned to the Agency.
- The Agency shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the bank.
- The agency shall fully indemnify, defend and hold Bank of Baroda harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages, actions, judgments, costs, charges and expenses which may be made or brought or commenced against Bank of Baroda or which Bank of Baroda may or may have to bear, pay or suffer directly or indirectly in connection with any breach of terms and conditions of contract by the agency or its agents, employees, officers or any matters arising upon or by virtues of the contract pertaining to that particular work/project assigned to the Agency.
- 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 and reference, enlarging the scope, analysis or specifications. If any such change causes an increase or decrease

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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.

- The time schedule will have to be strictly adhered to for commencement and completion of the survey and submission of the findings/ report as stipulated in the order. Any delay will not be accepted and penalties will be levied at the rate specified in the contract.

#### **14. OTHER PROJECTS, ASSIGNMENTS & CHARGES**

The scope of work listed above is a brief list of activities to be undertaken by the empanelled Market Research agencies depending on requirement of Bank. Apart from the scope of work, the Bank shall request the agencies for carrying out various other projects / works related to Market Research and the allocation of these projects / works will be based on QCBS (Quality Cost Based Selection) where in empanelled agencies will be called for Technical/Creative presentation and financial bid with equal 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 pertaining to that particular work/project assigned to the Agency.
- 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 Market Research activity.
- 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 Study/Survey 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 time schedule will have to be strictly adhered to for commencement and completion of the survey and submission of the findings/ report as stipulated in the order. Any delay will not be accepted and penalties will be levied at the rate specified in the contract.
- 15.12 If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RPF shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this RPF.

## **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 Market Research Agencies, not limited to those selection criteria set out in this RFP document. The issuance of RFP 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 RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

## **17. SELECTION PROCEDURE**

Bank will formulate an Evaluation committee(s) for making technical evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, final selection of Market Research Agencies, 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
- 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.
- 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.

## **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 broad (indicative) evaluation criteria for evaluating this presentation are as below:



<u>Sr. No</u>	<u>Criteria</u>	<u>Max Marks</u>	<u>Scoring Method</u>
1	Agency is accredited to Market Research Society of India / International Regulatory Body	6	No = Zero marks 1-5 years = 2 marks >5 years = 6 marks
2	Market Research Experience	13	<7 Years = Zero marks 7-10 years = 7 marks >10 Years = 13marks
3	Network strength	12	Having office at Mumbai – 4 marks Having office at Mumbai + 2 metros – 10 marks Having office at Mumbai + all other metros – 12 marks
4	Gross Annual Turnover – MR Billing (Standalone from market research activities) 1.FY2018-19 ____ 2.FY2019-20 ____ 3.FY2020-21 ____ Avg. _____	11	Avg. <25 Crore = Zero marks Avg. 25-50 Crore – 4 marks Avg. 50-80 Crore – 6 marks Avg. >80 Crore – 11 marks
5	Total No. Of CSS/BHS (only customized studies – single studies) conducted for all segments during: 1.FY2018-19 ____ 2.FY2019-20 ____ 3.FY2020-21 ____ Total _____	11	Total <25 = Zero marks Total 25-50 – 2 marks Total 51-75 - 5 marks Total 76–100 – 7 marks Total >100 – 11marks
6	Total No. Of CSS/BHS (only customized studies – single studies) conducted for BFSI segment with sample-size <=10000 for single-study 1.FY2018-19 ____ 2.FY2019-20 ____ 3.FY2020-21 ____ Total _____	11	Total 0 = Zero marks Total <15 – 2 marks Total 15-20 - 5 marks Total 21–25 – 7 marks Total >25 – 11 marks
7	Total No. Of CSS/BHS (only customized studies – single studies) conducted for BFSI segment with sample-size >10000 for single-study 1.FY2018-19 ____ 2.FY2019-20 ____ 3.FY2020-21 ____ Total _____	11	Total 0 = Zero marks Total <15 – 2 marks Total 15-20 - 5 marks Total 21–25 – 7 marks Total >25 – 11 marks
8	Total no. of employees on-rolls of the Agency	5	<150 – Zero marks 150-250 – 2 marks >250 marks – 5 marks

9	ISO Certification for Market Research Processes	4	Not Certified – Zero marks Certified – 4 marks
10	Rewards and Recognition for the Agency, if any (by Market Research Society of India or any other national/international regulatory body of repute related to the field of Market Research) during the last -3- years	5	Up to 2 Awards = 2 marks 3-5 Awards = 4 marks > 5 Awards = 5 marks
11	Quality Control process (A random sample of these calls/contacts done to be evaluated by the Service Provider's /Bank's call quality audit team against pre-decided parameters. Min 2% of overall survey's completed should be evaluated)	2	No of calls to Quality audit /agent/month Up 2% – 0 marks 2-5% –1.5 marks >5% -2 marks
12	Linguistic capabilities –Service provider should be able provide the Survey call support in the minimum 10 Indian languages.	5	No of language support= up to 11 = 1 marks 12-15 = 4 marks > 15 = 5 marks
13	Call recordings (including period of retention) The service provider should have capability record the call (voice & screen) for all the calls/contacts that have been handled.	2	Period of retention after completion of survey Up to 12 Months – 0 marks 13-24 Months -1.5 marks >25 Months - 2 marks
14	Continuity of business (The Service Provider should have robust Disaster Recovery process to ensure continuity during any outage )	2	No of places having operating Contact centres with DR setup. Up to 2 – 0 marks 3-4 -1.5 marks >4 - 2 marks
<b>Total (Eligibility Score)</b>		<b>100*</b>	

18.3 The Agency needs to achieve a cut - off score of 50 % (i.e.50% of Total Technical Marks = Minimum 50 Marks) in this evaluation stage to be qualified for presentation. Only those Agencies who achieve the specified cut – off Technical Evaluation scores would be invited for presentation. In case one / none of the Agency score a minimum of -50- marks then the Agencies who have achieved the top -5- scores will qualify for the next stage i.e. presentation. However, the Bank may at its discretion consider the next highest technical score.

18.4 Presentation:

All the Agencies qualifying on the technical evaluation i.e. scoring above -50- marks will be invited to give a presentation. Presentation may happen physically at our Office

or virtually depending on the situation and Government guidelines at that time. Date and timing of the presentation will be communicated separately on a later date to all the qualifying Agencies.

<p>Presentation of MR Agency</p> <ul style="list-style-type: none"> <li>• Overall MR abilities (as per scope of work)</li> </ul> <p>Ability with respect to:</p> <ul style="list-style-type: none"> <li>• Designing and conceptualization of surveys/studies</li> <li>• Analyzing and solutioning based on survey findings and data</li> <li>• Human resources, details of their experience and expertise, longevity of service with the Agency</li> <li>• Used cases (preferably in BFSI sector)</li> <li>• Others, if any</li> </ul>	<p>Subjective evaluation</p>	<p>30 Marks</p>
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#### 18.5 Calculation of scores:

Technical evaluation enlisted in Para 18.2 will be given 70% weightage. Formula for calculating final scores for all the Agencies is as under:

$$\text{Score} = (T * 70)/100 + P$$

Where

T = Technical evaluation score (as per para 18.2)

P = Presentation score (as per para 18.4)

The following is an illustration of the above procedure:

Sr #	MR Agency	Technical Evaluation score	Presentation Score	Score
1	ABC Ltd	80	19	75
2	XYZ Ltd	90	25	88
3	123 Ltd	60	29	71

4	XXX Ltd	55	15	53.5
5	ZZZ Ltd	95	28	94.5

In the above example, ZZZ Ltd, XYZ Ltd and ABC Ltd will become the H1, H2 and H3 respectively for obtaining highest -3- scores and will be invited for empanelment as Bank's market research agency.

- 18.6 Top -3- Agencies on the basis of Scores achieved by them in their Technical Evaluation (Ref Para 18.2 above) having 70% weightage and Presentation having 30% weightage shall be empaneled to conduct Market Research Survey/Study for the Bank for a period of -3- years.
- 18.7 For future studies, commercial quotations will be called from the empaneled Agencies and their proposals will be evaluated on the basis of their technical presentation and/or commercial bids quoted by them, and Agency quoting lowest among them shall be allotted to conduct the required survey / project.
- 18.8 Bank, however, reserves the right to invite quotations from any other agency (other than empaneled agencies) for any research activity during the period of empanelment, if so felt, at its own discretion.
- 18.9 L1 may be accepted directly or can be further negotiated by the Bank team/committee and dependents on bank.

## **19. SUBMISSION OF BID**

Interested Agencies may submit the Sealed Bid as advised below:

**ONLY ONE ENVELOPE SHOULD BE SUBMITTED. THIS ENVELOPE WILL BE SUPER-SCRIBED AS "RFP FOR EMPANELMENT OF MARKET RESEARCH AGENCIES"**

The above envelope should contain the following components envelopes as detailed below:

It will contain the Technical bid for Empanelment of Market Research Agencies as per format (Annexure 1) enclosed, duly signed by authorized representative of Agency with company seal. This envelope will be super-scribed as "**RFP for Empanelment of Market Research Agencies**". The name and address of the agency should be mentioned on each envelope.

- Technical bid as per the format – Annexure 1
- Necessary documents as evidence in support of Eligibility Criteria as mentioned in Para 8.0
- A Corporate brochure of the agency
- Documentary evidence as per Form A, establishing the agency's eligibility to bid and qualification to perform the contract if the bid is accepted.
- Copy of Article and Memorandum of Association / Partnership deed or Proprietorship deed, if any. In case of Article/Memorandum of Association, the scope of work must indicate Market Research Agency as business of the firm.
- In case of any change in the agency's status due to Merger or Acquisition etc., Kindly provide the documents to support the statutory positions of the agency.
- Certificate of incorporation

- Copy of GST Registration, latest Income Tax Return / PAN Card

**20.1** Open envelopes or envelopes which are not sealed will not be accepted.

**20.2** RFP sent / submitted via courier / speed post shall not be accepted.

**20.3** RFP should be Hand – Delivered.

**20.4** Each bidder acknowledges and accepts that Bank of Baroda may, in its sole discretion, apply whatever criteria it deems appropriate in the selection, not limited to those selection criteria set out in this document.

**20.5** The bids shall contain no overwriting, except where necessary to correct errors made by the Agency officials and should be authenticated by the official who has signed the bid.

**20.6** An authorized representative of the Agency shall authenticate/sign all pages of the original bid proposal. The authorization of such a representative shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorized to sign and submit the proposal and shall be enclosed to the Proposal.

**20.7** The signed proposal shall be marked “ORIGINAL”. The agencies should adhere to all instructions and submit relevant documents which have been specified in the RFP. Submission of applications without complying with the instructions will result in their rejection. The bids should be accompanied by the documents specified in the Annexures to this RFP.

**20.8** The signed original bid be placed in a sealed envelope clearly marked “TECHNICAL”.

**20.9** The Earnest Money Deposit (EMD) for the application related to empanelment of Marketing Research Agency shall be Rs 5,00,000/- (Rupees Five lacs only) payable by Bank Guarantee, Demand Draft or Pay Order favoring “Bank of Baroda” payable at Mumbai is to be submitted along with the application Form (Technical Bid). EMD can be paid through Banker's cheque or online transfer. (Please share UTR and other details while submitting the tender documents in case of online transfer). Bank account details for depositing EMD are as under:

Bank and branch name: Bank of Baroda, Bandra Kurla Complex branch

Account No: 29040400000417

Account Name: BCC OFFICE ADMIN AND SECURITY

IFSC Code: BARB0BANEAS (Fifty character is Zero)

Account type: Current

In case of exemption from submission of EMD, the bidder may submit the relevant documents / certifications issued by suitable Authority.

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.

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

**Successful Bidder–** Bid security money deposit or bank guarantee will be discharged upon the agency/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 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 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 RPF documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and RPF cost exemption.

**20.10** Bank of Baroda shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for rejection of Proposal and no communication will be entertained in this regard.

The ONE ENVELOPE should be clearly marked “RFP FOR EMPANELMENT OF MARKET RESEARCH AGENCIES and should be **hand – delivered** on or before, 09.11.2021, before 3:00 p.m. to

**The Dy. General Manager,  
Head – Marketing & Branding,  
Bank of Baroda, 6<sup>th</sup> Floor,  
Baroda Sun Tower, C-34- G Block,  
Bandra Kurla Complex, Bandra (E), Mumbai-400051**

### **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

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assignment period. In exceptional circumstances, the Bank may solicit the Applicant/s consent to an extension of period of validity.

## **20. Bank of Baroda RESERVES THE RIGHT:**

- 21.1 To accept or reject any or all the proposals;
- 21.2 Cancel the RFP process at any time without assigning any reasons therefore, Re-issue the RFP, if cancelled
- 21.3 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.
- 21.4 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.
- 21.5 The empanelment does not guarantee any minimum business.
- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 Proposal must be strictly as per bid application 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. 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 RFP 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, in case of change of policy or any unavoidable circumstances Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part 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 RPF 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 RPF 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 RFP 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.

### **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.

### **ERRORS AND OMISSIONS**

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

### **ACCEPTANCE OF TERMS**

A Recipient will, by responding to the Bank's RPF 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 RPF 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**

RFP complete in all respects may be submitted ONLY IN PERSON to the Dy. General Manager (Marketing & Branding), Bank of Baroda, Baroda Sun Tower, C – 34, G Block, Bandra Kurla Centre, Bandra (East), Mumbai – 400 051, on Bank's working days from Monday to Friday: Time 10.00 am to 5.00 pm and 1st, 3rd and 5th Saturday: 10.00 am to 5.00 pm. RPFs received after due date & time shall not be entertained. RPFs received by post or courier will also not be entertained.

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 [mktg@bankofbaroda.com](mailto:mktg@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.

## **CLARIFICATION OF BID DOCUMENTS BY AGENCY**

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 RPF.

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 RPFs. 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](http://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**

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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.

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax
- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.





- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties

It is submitted anywhere other than the place mentioned in the RFP.

## OPENING OF BIDS BY BANK OF BARODA

Bank of Baroda shall open the Technical bid (Envelope I) in the presence of authorized 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.

## 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. Empaneled Agencies will have to enter into an agreement with Bank of Baroda as per terms and conditions in this RFP 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 RFP 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 RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Agency under this RFP .

## 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

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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 Market Research/Study 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 Market Research 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.
- In case Bank of Baroda desires the advertisement or other services to be published/ broadcasted in any other regional languages, translation of advertisement text from English to regional languages shall be done by the agency free of cost and vice versa.
- 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.
- 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.

## 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:

- “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

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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 are 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 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 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

### **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 RFP 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/RPF 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 RFP / 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.
- k) Bank has the right to award the work to one agency or to more than one agency. Keeping in view of the quantum of sample, sample may be divided among the highest scorer (H1) and the second highest scorer (H2). Ratio of sample division among H1 and H2 will be 60:40 or 50:50. Work should be carried out at L1 rate. If H1 or H2 is not agreeable, the bank may decide to give 100% or split the work / activity between the qualified agencies.

## **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 party for any consequential/ incidental damages , arising out of this agreement.

## **21. COVENANTS OF THE AGENCY/BIDDER:**

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

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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**  
**6<sup>th</sup> Floor, Baroda Sun Tower**  
**BKC, Mumbai.**

**LIST OF ENCLOSURES TO BE ATTACHED WITH TECHNICAL BID APPLICATION**

[Form-A]

[To be marked as enclosure No...]

SN	Description of the documents to be attached	To be with Annexure 1 marked as enclosure
1	Authorisation letter (as per format of Annexure-A)	I
2	Bid submission letter (as per format of Annexure-B)	II
3	Certificate of Registration of Agency/Firm	III
4	Documents related to constitution of Agency (Memorandum /Articles of association/ Partnership Deed etc. Mentioned at SN-2 of Annexure 1)	IV
5	Address proof of Mumbai Office (latest landline MTNL/Electricity bill/Registration with Shop & establishment Dept./registered rent agreement/lease deed)	V
6	Photocopy of statutory registrations (mentioned at SN. 8 of proposal of Anx1)	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	Statement of accounts (stated at SN. 11 of Anx 1)	IX
10	Details /description of work sample (mentioned at SN-13 of Anx1)	X
11	Photocopy of certificates etc. in support of Industry recognition/	XI
12	Awards/Accolades won during last 3 years (mentioned at SN.15of Anx1)	
13	Declaration by Agency/Firm regarding overdue etc. (as per Annexure – D)	XII
14	Self-certified list of clients where Agency / Firm is presently engaged mentioning period of engagement.	XIII
15	Self-certified list of clients acquired by Agency/Firm during last 3 years	XIV
16	Organizational structure chart of the Agency/Firm	XV
17	Status regarding litigations Agency/Firm has (as per annexure –E )	XVI
18	Curriculum Vitae of core staff (as per annexure –F)	XVII
19	Photo copy of documents in support of professional qualification of core staff	XVIII
20	Undertaking regarding applicability of restrictions on procurement (as per annexure – H)	XIX
22	Earnest money deposit (EMD) - Rs 5,00,000/- (Rupees Five Lacs Only)	XX
23	Bid Security Declaration Form (If applicable) Annexure I	XXI
Other enclosures (as per the documents mentioned in Annexure 1) attached by the bidder to be marked accordingly		

**Annexure 1**

**PARTICULARS FOR EMPANELMENT OF MARKET RESEARCH AGENCIES  
TECHNICAL BID**

**(To be submitted by market research agencies on their letter heads)**

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

Dear Sir/Madam,

We hereby offer to submit our request for empanelment of Market Research Agencies of the Bank of Baroda as per RPF Notice no. BCC: MKTG: EMP\_MRA:113:xxx Dt xx.05.2021 for **“Empanelment of Market Research Agencies”**. We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have enclosed an Account Payee Demand Draft / Pay order of Rs.5,00,000/- (Rupees Five Lac Only) towards Earnest Money Deposit (EMD) in favour of Bank of Baroda payable at Mumbai .

Our brief profile is as under:

SN	Parameters	Particulars/Description			
1	Name & Address of the Agency/Firm(Details of Tel. Fax, Email)				
2	Constitution of the Agency/Firm (Proprietorship / Partnership / Joint venture or registered under Companies Act enclose necessary documentary proofs )				
3	Date of Establishment				
4	Financials of the Agency/firm for the last 3 years (mention amount in crores Rs.)	Particulars	2018-19	2019-20	2020-21
		Turn over			
		Net profit			
		Net-worth			

5	Total billing from Market Research Activity in the last three years (mention amount in crores Rs.)	Particulars	2018-19	2019-20	2020-21
		Gross billing from MR activities			
6	List of clients / CSS / BHS studies (as per format given)	As per Annexure J			
7	Details regarding litigations Agency / Firm has	S	Other party of	Agency/Firm status	
		N	litigation / Dept./court	(Applicant /Respondent)	
		1			
		2			
8	Details of Statutory registrations of the Agency/Firm	SN	Registration for	Registratio	Date of
				n No	Registratio
		1	PAN		n
		2	GST		
		3	RoC		
		4	Shop & Establishment		
5	Other				
9	Name of Proprietor/Partners/ Directors of the Agency/Firm				
10	Details of 3 key functional personnel of the Agency/Firm	Annexure F			
11	Present Banker of the Agency/Firm  (attach statement of each account for last 6 months)	S.N.	Name of the Bank	Branch and address	Account number
		1			
		2			
		3			
		4			
12	Total no. of employees on Agency's roll				



13	Details of work sample if any specifically related to BFSI segment					
14	Organisation chart (Use separate sheet to create the chart)					
15	Industry recognitions, awards and accolades won during last three years.(attach copy of certificates as enclosure)					
16	List of the existing clients (contact details will be used for checking references) Please attached relevant Work Orders/PO/Letters or Email communication from clients confirming the same.	SN	Name of client/firm	Name of contact person	Phone	Empanelled/engaged since
17	List of the clients acquired during last 3 years (contact details will be used for check references) Please attached relevant Work Orders/PO/Letters or Email communication from clients confirming the same.	SN	Name of client/firm	Name of contact person	Phone	Empaneled/engaged since
18	List of the clients lost in last 3 years (contact details will be used for check references)	SN	Name of client/firm	Name of contact person	Phone	Empaneled/engaged since
19	Details regarding litigations Agency / Firm has	SN	Other party of litigation / Dept./court		Agency/Firm status (Applicant /Respondent)	
		1				
		2				
		3				

20	Tools used in day-to-day operations (mention all research, analytics, lead capture any other innovation tools used in daily operations)				
21	ISO Certification details	ISO Certificate	ISO No.	Certification for Agency wide/ dept wide/ processes	Valid till
22	If Agency/ Firm is maintaining own website, its URL				
23	Provide past case studies in 15 slides where the agency has executed the mentioned details for any of their clients :	<ul style="list-style-type: none"> <li>• Nature of Survey (CSS &amp; BHS) conducted</li> <li>• Brief information on Survey Objectives &amp; metrics</li> <li>• Methodology</li> <li>• Survey Findings/outcome</li> <li>• Any other information Agency wants to highlight</li> </ul>			

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 Market Research 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 - A

Authorisation to sign documents

\*pertaining to bid submission against RFP No:..... for appointment of Market Research 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 digital 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 bidsubmission.

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 :

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

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## 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 MARKET RESEARCH AGENCY 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 whatsoever.
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 total .....pages, and .....enclosures 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	2018-19	2019-20	2020-21
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:

Encl: Audited B/S & P/L Account must be furnished for each Year separately, latest income-tax returns



## 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 overdues 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 23<sup>rd</sup> 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 ~~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 RFP 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 23<sup>rd</sup> 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:

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that \_\_\_\_\_ is

from such a country. I hereby certify that \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

Further In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the RFP process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/ earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

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

Date:

RFP No:

To,

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the RFP 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 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 RFP 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 RFP, 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 declaration for and on behalf of Letter of Authority for executing to make the declaration is enclosed.

Signed:

In the capacity of

Name:

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on            day of

Corporate Seal (where appropriate)

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

**Annexure – J**

Name of client	Segment (BFSI / Others)	Title of study	Category of study (CSS/BHS/Others)	Year of Commissioning the study (year-wise)	Duration of project (in weeks)	Sample-Size	Geographic-coverage (List of States-covered)	Geographic coverage - (List of Cities covered)	Contact Person of the client / Designation / Phone / email

**CSS - Customer Satisfaction Survey / BHS - Brand Health Survey**