

**Appointment of Brand Design Agency: Pre-Bid meeting dated 26.07.2019**

Sr. No.	Page No.	Clause	Pre-Bid Query (ies) / Clarifications	Bank's Reply
1	NA	NA	We had a glance on the entire tender document, we are unable to find 'Consortium' clause. Please confirm whether 'Consortium' is allowed for this project or not?	Consortium / joint bidding is not allowed.
2	NA	NA	Could we bid jointly with another firm/ as a consortium of 2 firms for this assignment?	
3	4	1.3	Can any queries be raised later on?	All queries has to raised in pre bid meeting itself.
4	4	9	Kindly consider exemption of Application Money for MSME/NSIC registered agencies.	We follow all the guidelines given by Govt. of India, hence we shall consider the same. A certificate issued by Gol in this regard should be submitted.
5	4	10	Kindly consider exemption of EMD for MSME/NSIC registered agencies.	We follow all the guidelines given by Govt. of India, hence we shall consider the same. A certificate issued by Gol in this regard should be submitted.
6	8	8	Turnover and network criteria in this clause would eliminate a number of highly competent Branding Design Agencies from participating in this tender process, as it on higher side. Could you re-evaluate this criteria based on Branding and Design Agency industry standards?	This suggestion will be reviewed internally and will be informed in due course in form of addendum in website only as decided by committee.
7	8	8.1	Annual Turnover Criteria is on a higher side. Could you re-evaluate this criteria based on Branding and Design Agency industry standards?	
8	8	8.2	Would the brand design experience of the group company be considered?	No, it will not be considered. Please refer to point 8.2 for clarification.
9	8	8.2	Is it necessary for client who is listed in NSE / BSE? Will a PSU client suffice?	This clause will be retained without any modification.

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10	8	8.3	Networth is on a higher side. Could you re-evaluate this criteria based on Branding and Design Agency industry standards?	This suggestion will be reviewed internally and will be informed in due course in form of addendum in website only as decided by committee.
11	8	8.4	Is it mandatory for agency to have experience of BFSI sector or experience of corporate sector would be considered?	Already elaborated in point 8.4. Please be guided accordingly.
12	8	8.5	What is the kind of work and quantity of testimonials that would suffice for submission of the proposal?	Brand Identity design work will be considered. More number of testimonials will add more weightage to the bidder as per point no 18. (Technical Evaluation.)
13	8	8.6	Full Fledged Office is not available in Mumbai. Will it suffice if a dedicated team is setup in Mumbai at Associate Office?	This suggestion will be reviewed internally and will be informed in due course in form of addendum in website only as decided by committee.
14	9	9	It is recommended that we look at a new positioning and brand architecture for updated offering structure based on the current amalgamation of the three bank entities. For defining the above, it is also recommended that we conduct a qualitative research with internal stakeholders and leadership. Can we consider the research and strategy aspects over and above the scope specified in the bid document?	The amount quoted in the commercial bid is the final. Agency to factor in all costs as deemed relevant by them for delivering quality work.
15	9	9	Besides the identity change with implementation in banking environments, it is recommended that we look at the digital space for brand visibility and engagement. This includes the website and digital marketing initiatives? Please clarify if a separate agency has been deputed for the same. If yes, can we look at providing brand directives, templates and content for the same?	Already elaborated in the tender document point no 9.2.5. Please be guided accordingly.
16	9	9	Is there a brand launch plan and estimated date for public release of the new identity? Is this date connected with any historical/ annual occasion for the Bank?	No such consideration.

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17	9	9	Can brand launch plan be considered as additional scope and quoted for separately?	No, additional scope and separate quotation to be given.
18	9	9.1	Does the scope involve re-naming the new entity?	Bank's name will be Bank of Baroda only.
19	9	9.1	Is Naming part of the scope? Will the Bank retain the Bank of Baroda Name or is it open to change complete name or permutations and combinations of Bank of Baroda Name? Also, if the name change is part of the scope, what is the vision for the name and its expectations/ Will the Vijaya Bank/Dena Bank name have any influence on it?	
20	9	9.1	Project execution scope does not specify Brand Positioning and Architecture work explicitly. We assume that this would be an important part of the scope and a considerable amount of strategic thinking will need to be done. We suggest making an addition of this in the scope of work.	This suggestion will be reviewed internally and will be informed in due course in form of addendum in website only as decided by the committee.
21	9	9.1.3	Point #9.1.3 refers to the "Bank's concern, care and competence in serving its customers and stakeholders" and that this should reflect in the identity. Could you elaborate further on how the bank is currently demonstrating these?	Please refer to the Bank's Annual Reports, website and other related literature.
22	9, 10	9.1, 9.2, 9.3	What is the anticipated/ expected timeline for completion of all deliverables enlisted in the scope?	At present the anticipated / expected timeline has not been fixed. The higher cut-off of two years has been given.
23	10	9.2.1	Will the BOB team provide the vernacular content or should the agency consider multi-lingual translations as part of the scope?	Bank will not provide vernacular content. The amount quoted in the commercial bid is the final. Agency to factor in all costs as deemed relevant by them for delivering quality work.

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24	10	9.2.5	Does the selected Agency has to develop Digital Designs also?	The selected Agency has to develop the design in such a manner that the same can be used in all mediums. As regards the layouts in Digital Medium, the selected Agency will arrange to provide the reference layouts and artworks only. The rendering in digital will be done by the Digital Marketing Agencies only. HOwever, Brand Design Agency will work in close coordination / actively monitor the implementation to ensure the adherence to the new brand identity design..
25	10	9.3.1	To supervise the implementation of branding we assume all drawings and specifications would be provided for branding inputs. Prototypes for each of those elements would be supervised from identity point of view.	Agency must actively advise / supervise the production part in the pilot implementation of branding from identity point of view. Agency should work in close coordination with different departments in Bank, Architects and other vendors.
26	10	9.3.3	Designs are approved by Client before implementation. Agency also assists in creating mockups, prototypes, renders to showcase closest visual of how the graphics will be showcased on a particular surface on environment. Why additional / modified designs would be required in such case?	Implementation stage may have production constraints which may not have been considered / known in Design stage. Hence this requirement has been specified.
27	10	9.3.4	We don't undertake copyright and trademarking services.	
28	10	9.3.4	The scope mentions obtaining the copyrights for the brand. While the design agency can make amends/reworks for getting relevant approvals for legal, the actual copyright procedure should be executed through a legal expert/ IPR counsel and is typically the scope of the client. Also, trademark registration for overseas would also be done by the IPR counsel.	The selected bidder may engage the services of specialist agency in copyright and trademarking for the same. The charges thereof is to be taken into consideration while preparing the commercial bid. Selected bidder will be responsible for the performance of that specialist agency.

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29	10	9.3.4	If required by the Bank, Agency will execute NOC and Deed of Assignment for registration of Trademark and Copyright.	
30	10	9.4	Why are 500 copies required for the brand manual? Who will use these copies? Can we look at an interactive online version of the manual that can be made available through an employee/ stakeholder/ agency login system? Most international brands have adopted a paperless approach to communicate their guidelines.	This clause will be retained without modification.
31	11	10	The RFP mentioned project duration of TWO years. Is this open to discussion?	Already elaborated in the tender document point no 10. Please be guided accordingly.
32	11	11	We propose that instead of cancellation of work order, Bidder will rectify the default upon the written notice by the Bank. Further, in case of delay which is solely attributable by the Agency, Bank can only terminate the contract.	These terms and conditions have evolved over a period of time and multiple tenders to protect the interests of Bank. This clause will affect Agency only in the extreme case of non-performance / under-performance. This will not affect the agency whose performance is in order.
33	11	12	How many Locations will be the training for the brand identity will be required?	Extensive hands on training needs to be given to various stakeholders at various levels. A minimum of 1 training at each of the zones (currently 18), training to functional departments at Bank's Corporate Office in Mumbai and Head Office in Baroda, training the Faculty at Bank's Training Centres at Apex Academy, Gandhi Nagar will be required. Venue arrangements can be made by Bank. However, visiting faculty/ies support (including
34	11	12	Please explain in detail.	
35	11	12	Point#12 Training – We are considering scoping the training to 5 workshops – 1 for HQ, and 1 each for each of the zones. Is this fine to consider?	

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36	11	12	Need more clarity on this. What type of Training is expected? How many sessions are expected? How many number of people are to be trained?	made by Bank. However, visiting faculty/ies support (including travel, stay and other charges), material support etc should be provided by selected bidder within the quoted cost. Approximate number of trainings is 25 across the country.
37	11	13	For each phase mentioned, is there a detailed list of elements that need to be completed.	The same will be worked out in the agreement to be signed.
38	11	13	Project payment terms specify the first payment stage at the end of the development of a Brand Identity. There is a considerable amount of work that will need to go into the project prior to that. An advance payment stage to kick-off a project of this nature is ideal.	This clause will be retained without modification.
39	11	13	'to the satisfaction' is very vague term can be replaced with the term 'as agreed in the Scope of Work/ Work Order'.	This clause means that Bank can ask for more Brand Identity options till Bank finalises any one option. Bank will not be constrained to select any one of the limited options given by the Agency.
40	11	13	Need to understand whether this would be payable annually on a retainer basis??	The cost quoted is for this project and will be fixed for the entire duration of the project.
41	11	13 Sr. No 4.	Usually Branding guidelines is done before implementation.	Implementation stage may have production constraints which may not have been considered / known in Design stage. Hence this requirement has been specified to ensure that branding guidelines is aligned with production / implementation point of view.
42	12	13	Need more clarity on this point	This clause is already elaborated. Please be guided by the tender document.
43	12	14	'Not satisfied' is very vague term which may be replaced by 'underperformed'. And in case of underperformance by the key staff, the key staff will be replaced at the earliest by the Agency instead of Bank terminating the contract.	These terms and conditions have evolved over a period of time and multiple tenders to protect the interests of Bank. This clause will affect Agency only in the extreme case of non-performance / under-performance. This will not affect the agency whose performance is in order.

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44	12	14	Substitution of team members - This should be the Agency's prerogative. We will ensure that it is a like to like or a better substitution.	These terms and conditions have evolved over a period of time and multiple tenders to protect the interests of Bank. This clause will affect Agency only in the extreme case of non-performance / under-performance by the selected bidder. This will not affect the agency whose performance is in order.
45	12	2 <sup>nd</sup> Para of Note Section	Point#13 Under the note section, "Charges shall be fixed for the entire contract and no escalation will be accounted for (including taxes, etc.) We request that all statutory taxes applicable will be as per the on-going rate during the period of invoicing.	The amount quoted in Commercial bid is excluding taxes & other relevant duties etc. Please refer to Commercial Bid format and be guided accordingly.
46	13	15	We need to clarify that our bid would be exclusive of all third party expenses like photography, film production, etc. and same will have to be borne directly by the client.  Moreover, media services will be carried out by the independent media agency appointed by BOB and not be a part of the bidder's SOW	The cost quoted should include all applicable costs including third party costs applicable for the scope of work specified. Media Services is not a part of Brand Design Agency.
47	13	15.2	Agency shall be responsible for the work which is independently created by them. Bank has to abide by third party terms and conditions for availing third party services.	This suggestion will be reviewed internally and will be informed in due course in form of addendum in website only.
48	13	15.3	This will be subject to payment of monies.	In case a new work is assigned by Bank which is outside the scope of work then Agency has to get prior written approval on estimate from Bank. All approved estimates are paid after the completion of the work by the Agency.
49	13	15.5	Changes in the scope of work shall be mutually agreed between the Parties.	Bank will ensure equitable adjustment in consultation / mutual agreement with the selected Agency.



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50	13	15.6	Can third party cost be paid by Bank as per clause 15.6?	This clause is only in case of exigencies only and keep the options of Bank wide.
51	13	15.7	Agency will endeavour to minimise the risk of disputes. Agency gets prior approval on purchases of image, videos and prior understanding of mediums and licenses etc from Bank. Accordingly, Bank should be responsible for legal implications of creatives.	This clause will be retained without any modification.
52	13	15.7	Subject to payment of monies, the work which is independently created by the Agency will vest with the Bank. However, all the third party work or services will be as per the third party terms and conditions. Agency will not be responsible for any third party services.	Agency will be responsible for the third party purchases / services used by it for providing the services as per the scope of work. Accordingly Agency should use services of reputed third party services etc which will adhere to the T & Cs of this RFP.
53	13	15.8	Herein Agency will assist the Bank for obtaining any permission that may required for undertaking the work.	These terms and conditions have evolved over a period of time and multiple tenders to protect the interests of Bank. This clause may not be applicable for this scope of work. However the same will be retained as it is a part of general terms and conditions.
54	14	18	Do we have to submit any first cut creatives/strategy for Bank of Baroda along with the bid submission on 5th August? Our understanding is that this would be part of the presentation, for which the shortlisted agencies who qualify the eligibility criteria and that there would be sufficient intimation towards the same.	Already elaborated in the tender document point no 18. Please be guided accordingly.
55	14	18	Technical Evaluation- Agency Profile Quality of Client List Need to know the documents required to be submitted	List of Clients will be submitted as per the applicable annexures. Testimonials / Client Reference will be required for each of the client mentioned in the lists.
56	14	17,18.2	Please specify the expected duration available (in number of days) post shortlisting from the technical bid stage for planning and delivering the presentation. How much time would be provided to each agency for making the presentation in person?	The expected duration from eligibility to presentation for technical qualification is 14 days (holidays included). The tentative presentation time will be from 30 to 45 mins.



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57	14	17,18.2	Is there scope for interaction with the corporate communications and marketing senior management to understanding the need for change in-depth? Can a separate meeting be planned for the same?	This requirement is not as per RFP process. All bidders should strictly adhere to RFP process.
58	17	19	Is there a scope of negotiation after being selected as Brand Design Agency?	There is no further scope for negotiation.
59	18	20.1	Whether EMD exemption is allowed for MSME Certificate holder or Can we submit Bank Guarantee towards EMD Payment?	We follow all the guidelines given by Govt. of India, hence we shall consider the same. A certificate from Gol in this regard should be submitted.
60	18	20.1	Due to confidentiality norms & policies, we do not share the AOA & MOA with any of our clients/prospective clients.	The portion of AOA & MOA which specifies that the scope of work of Agency is Branding / Design may be given. Else an declaration by the authorised representative can suffice.
61	18	20.1	9th bullet point states Digital Marketing Agency	The same is to be read as Brand Design Agency.
62	18	20.1	Sealed Envelope I Necessary documents as evidence in support of Eligibility Criteria as mentioned in Para 2.0 What documents are required in Para 2.0?	Read the para as 8 - Eligibility Criteria instead of 2.0
63	21	22	The word unsatisfactory is very vague term. Supply of sub-standard materials/ services and/or Delay in delivery / installation / commissioning of services will not be applicable.	These terms and conditions have evolved over a period of time and multiple tenders to protect the interests of Bank. This clause will affect Agency only in the extreme case of non-performance / under-performance. This will not affect the agency whose performance is in order.
64	22	23	In case of non-performance, Agency will rectify the same. However, Bank shall not be entitled to earmark set-off or adjust any amount due to Bank.	
65	25	35	Any alteration or amendment should be mutually agreed in writing by both the Parties.	

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66	26	37	Will the commercial bid be reviewed prior to the strategy presentation or post complete assessment of technical bid including the strategy presentation?	Already elaborated in the tender document point no 17. Please be guided accordingly.
67	27	41	<p>Subject to payments of monies, all the rights relating to trademark and copyright in the work independently created by the Agency shall vest with the Bank, provided all monies due and owing to Agency by Bank have been received by Bidder. However, the work generated by third parties for Bank shall vest with the Bank subject to third party terms and conditions. Further, the indemnification is covered in Clause 45.</p> <p>Hence, we propose to delete the same.</p> <p>Indemnification of both the Parties will covered in Clause 45. Further, in case of alteration in the services, the same shall be mutually agreed between the parties. Whereas secrecy of brand design related data is covered in confidentiality clause. Hence propose to delete.</p>	These terms and conditions have evolved over a period of time and multiple tenders to protect the interests of Bank. This clause will affect Agency only in the extreme case of non-performance / under-performance by the selected bidder. This will not affect the agency whose performance is in order.
68	29	45	We propose mutual indemnification clause.	These terms and conditions have evolved over a period of time and multiple tenders to protect the interests of Bank. This clause will affect Agency only in the extreme case of non-performance / under-performance by the selected bidder. This will not affect the agency whose performance is in order.
69	31	48	Conflict of Interest - Need more clarity on this clause	This clause is already elaborated. Please be guided by the tender document.
70	31	48	Should the Agency itself not work with any other BFSI client or the team working on Bank should not work with any other BFSI client?	The team working with Bank should not work with any other BFSI during the period of appointment.

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71	31	49	As we are aware contract negotiation takes time and the contract may not get closed within 2 months. Hence, we propose to delete the verbiage.	This suggestion will be reviewed internally and will be informed in due course in form of addendum in website only.
72	32	51	Neither Party shall be liable for direct, indirect, incidental, consequential, special or exemplary damages.	These terms and conditions have evolved over a period of time and multiple tenders to protect the interests of Bank. This clause will affect Agency only in the extreme case of non-performance / under-performance by the selected bidder. This will not affect the agency whose performance is in order.
73	34	Annexure 1 & 2	Bidder cannot share the list of litigations. However, Bidder can provide the Undertaking for no criminal proceedings.	This can suffice Bank's RFP requirement.
74	35	Annexure 1 point 8	Brief profile 8. Present Banker of the Agency/Firm (attach statement of each account for last 6 months) We cannot share the copy of bank statements due to confidentiality norms and policies.	This is a standard requirement for all RFPs. All bid documents submitted will be used only for the purpose of evaluation of the Agencies. These documents will be kept confidential.
75	35	Annexure 1 point 8	Why are the Bank statements required?	This is a standard requirement for all RFPs. All bid documents submitted will be used only for the purpose of evaluation of the Agencies. These documents will be kept confidential.
76	36	Annexure 1 - 18	Please clarify.	This narrative is for evaluating agencies as per the competitive and transparent RFP process.
77	38	Form A -11	What certificates are required in support of Industry recognition?	This query will be reviewed internally and will be informed in due course in form of addendum in website only.
78	38	Form A - 20	Is CV of Top staff in Organization required or only of the Core Staff who will be deputed in the project required?	The CV of the core staff who will be deputed to Bank's project will be required.

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74	40	Commercial Bid	How to factor third party costs like font purchases etc? Can third party costs be additional cost?	The quote should be planned as per the designs being proposed. All relevant costs as deemed fit by Agency needs to be included in the commercial bid.
79	45	Annexure E	Bidder cannot share the list of litigations. However, Bidder can provide the Undertaking for no criminal proceedings.	This can suffice Bank's RFP requirement.