

**TENDER DOCUMENT**

**FOR**

**EMPANELMENT OF**

**ADVERTISING & MEDIA RELEASE AGENCY**

Reference No.: BCC: MKTG: EMP\_AGNC:111:1498 Dt 17.10.2019

Issued by: Bank of Baroda, Marketing & PR Dept, Baroda Sun Tower,  
C - 34, G Block, Bandra Kurla Complex, Bandra (East),  
Mumbai – 400051.  
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**EMPANELMENT OF ADVERTISING & MEDIA BUYING AGENCY FOR BANK OF BARODA FOR A PERIOD OF 3 YEARS**

Bank of Baroda invites sealed applications from eligible Advertising & Media Buying Agencies for empanelment as Bank's Advertising Agencies & Media Buying Agency for enabling its marketing and communication initiatives. Bank proposes to empanel -5- (Five) Advertising Agencies & -1- (one) Media Buying Agency amongst the empanel Advertising Agencies.

**Office of Issue** Marketing & PR Department,  
Bank of Baroda, Baroda Sun Tower,  
C – 34, G Block,  
Bandra Kurla Complex, Bandra (East)  
Mumbai – 400 051.

**Date of Issue** : 17.10.2019

**Tender to be submitted to** : Head (Marketing & Branding)  
Bank of Baroda, Baroda Sun Tower,  
C – 34, G Block,  
Bandra Kurla Complex, Bandra, (East)  
Mumbai – 400051.

**Pre Bid Meeting:** On 23.10.2019 at 3.00 pm

**Due Date of Submission** : On or before 08.11.2019 up to 02.30 p.m.

**Date of Opening of Technical bid:** On 08.11.2019 at 3.30 p.m

## 1.0 PROPOSAL

- 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.
- Related Parties -

In the following circumstances, Bank will have 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.
- 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.

## 2.0 ELIGIBILITY CRITERIA

Advertising & Media Buying agencies meeting the following minimum eligibility criteria are only requested to apply for the selection:

- **Accreditation:** Agency should be the member of INS for previous 5 years and should be accredited to AAAI for the last five years. Copy of INS & AAAI accreditation should be submitted. Bank reserves the right to verify the same.
- **Annual Turnover:** The Agency should have a minimum Gross Annual Turnover of Rs 125 crores in each of the last three financial years. Agency will submit the audited financial statements. (Standalone Turnover of the company applying for the selection will only be reckoned, not of the Group Company or subsidiaries).
- Agency should be a full service Agency offering various services including Media Planning & Buying services (either as an integral part of the Agency or Group Company /Subsidiary).
- Ad Agency will have a minimum of 5 years of experience in providing similar ad agency services to a Government / PSU / Public & Private Banks / NBFC /Registered and Listed company having annual turnover exceeding Rs 500 crore. (Proof to be enclosed)
- Agency should not have been barred/ depanelled by any department of government, PSU, etc during last 5 years. No complaint should be pending with Government or its agencies. Affidavit, in this regard, should be submitted.
- Agency should have full-fledged office(s) at Mumbai with well-equipped infrastructure and manpower including Creative team, Media Planning and Buying to support timely service for activities within the scope of work. Agency should preferably be able to provide services at major Indian Cities to support at least 65% of Bank's Zonal /Regional Offices. Agencies will enclose necessary documents and declaration along with application. Bank shall verify the same.
- Agency should also indicate the details of a dedicated team for servicing Bank of Baroda. This may include name, designation, qualification, contact numbers, experience, etc. (For Creative as well as Media buying separately )
- Agency should be having resources to handle full-fledged multi-media multi- lingual campaign, including proficiency in proof reading in major Indian languages.

The Agency will enclose necessary documents and declaration for the above mentioned eligibility criteria along with application. Bank shall verify the same.

The Agency is expected to examine all instructions, terms and specifications of this document. Failure to furnish all information required as per this document or submission of the bids not substantially responsive to this document in every respect will be at the agency's risk and may result in rejection of the bid.

## 2.1 CONFIDENTIALITY

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 vendor as identified by the Bank, after completion of the selection process as detailed in this document

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

## **2.2 COST BORNE BY RECIPIENTS**

All cost and expenses (whether in terms of time or money) incurred by Recipients (Advertising & Media Buying Agency) 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

## **2.3 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.

## **2.4 RECIPIENT OBLIGATION TO INFORM ITSELF**

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

## **2.5 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 Advertising & Media Buying Agencies, not limited to those selection criteria set out in this tender document.

The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

## **2.6 ERRORS AND OMISSIONS**

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

### **ACCEPTANCE OF TERMS**

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

## **3.0 SCOPE OF WORK:**

Bank of Baroda will require the services of the Advertising & Media Buying Agency for the below mentioned broad categories of the work.

## **3.1 CREATIVE / ADVERTISING WORK**

### **A. CORPORATE COMMUNICATION CAMPAIGN**

Empanelled Agency will be required to suggest, devise and implement brand building strategies, aimed at positioning the Bank appropriately in chosen market segment and enhancing the Bank's overall brand equity. This responsibility includes all the works relating to branding and marketing, which are enumerated below.

- a. Conducting basic research activities for understanding the behavior of customers and

- general public at large in various segments.
- b. Developing communication strategies, evaluating & piloting the same and suggesting appropriate strategy to improve Bank's brand equity.
  - c. Implementing the same in coordination with Marketing Department of the Bank and Media Planning Agency from time to time.
  - d. This will include all works relating to development of Creative, artworks, production of TV commercials, Radio Jingles, Online Media creatives, adaptation of creatives for various applications / OOH media, etc.
  - e. The Agency will also study and report the impact of the marketing communication campaigns / strategies implemented by it. A detailed report on each campaign will be provided by the Agency along with the quarterly invoice. The cost of this study will be a part of the campaign creative cost.
  - f. The selected Ad Agency will provide information on industry trends with special reference to mass communication, advertising, etc., by major players in Banking and Financial sector on a quarterly basis along with the bill. The format, sample size etc will be mutually discussed and decided with the selected Agencies and the cost of the same will be a part of the new creative cost.

## **B. PRODUCT PROMOTION CAMPAIGNS**

Empanelled Ad Agency will be requested to devise, suggest and implement suitable product promotion campaigns for products and services offered by the bank. The Agency will be required to devise suitable communication campaigns, Below the Line (BTL) activities, tactical sales campaigns, contests, etc., in order to directly influence the Bank's business development at operational level. The scope of work under this head involves the following:

- a. The Agency will study the Bank's products vis-à-vis offering by the competitors and evolve Unique Selling Propositions and positioning strategies. Agency will also have access to syndicated studies available in the industry and use the research findings for devising Bank's promotional strategies.
- b. Agency will offer product promotion strategy and tactical campaigns. The Agency will develop necessary creatives, TVCs, radio jingles online and digital advertising, promotional materials, in-branch display utilities, contests, customer loyalty programs, BTL activities, etc. and implement the same in coordination with Bank's Media planning agency.
- c. Agency will conduct an impact study of the campaigns from time to time and submit periodical reports.

## **C. COMMUNICATION OF STATUTORY IN NATURE, TENDERS, RECRUITMENT, ETC.**

As part of compliance to corporate governance norms, Bank releases advertisements in National and Regional dailies, on Bank's performance at regular intervals. Similarly, Bank has several other requirements for mass communication, like Notice ads, Tender ads, Ads for Board meetings, etc. The selected Ad Agency will provide necessary creatives / art works for these requirements and implement such communications in coordination with Media Planning Agency.

## **D. MISCELLANEOUS**

Agency will also be required to develop the creatives on various Topical issues / occasions viz Foundation Day, Independence Day, Republic Day, Branch/Office opening either in India or Abroad, launching of New Product or Services, and festival specific campaigns like Ganeshmahotsav, Navratri, Durga Pooja, Onam, Pongal, Diwali and regional level festivals aswell. Agency may also be required to execute the adaptations of any of the existing creatives / designs, etc.

Agencies will also be required to undertake event management functions for Bank of Baroda from time to time. This will include all works relating to event management such as hiring of stage, stage décor, MC, sound, lighting, security, etc. Agencies will also help the bank in conceiving, designing and production of corporate gifting merchandising utilities from time to time.

The above indicated works given in para no 3.1 are only illustrative and not exhaustive. Bank may (from time to time) request the agency to assist in various communication / media planning initiatives.

### **3.2 MEDIA PLANNING / BUYING WORK**

As Agency on Record (AOR) the Agency will ensure effective and efficient utilization of marketing budget with following broad scope.

#### **A. MEDIA PLANNING**

1. Understanding of Bank's creative route and message
2. Understanding the Bank's target audience
3. Competitor Analysis and suggesting suitable media strategy for the Bank
4. Identification of suitable media and media vehicles – Print, Electronic, TV, Radio, OOH, etc.
5. Planning the media by maximizing exposure among chosen target audience.
6. Ensuring suggested Media Plan is based on proper internal study based involving IRS / BARC & other available data's.
7. Agency is to work out best Media Plan for maximum geographic reach at competitive cost based on the requirement of the Bank.

#### **B. MEDIA BUYING**

1. Negotiating with media owners for media cost.
2. Adjusting the media plan and making it cost effective.
3. Scheduling the communication in various media
4. Implementation, certification, archiving, billing etc.
5. Provide prevailing rate chart to the Bank for various media vehicles along with rate comparison on monthly basis.
6. Submit details of savings in terms of Card Rate and Negotiated Rate provided to back on monthly basis.

The above indicated works given in para nos. 3.A – 3.B are only illustrative and not exhaustive. Bank may (from time to time) request the Agency to assist in various communication / media planning initiatives.

### **4.0 PERIOD OF SELECTION**

Bank proposes to select the Advertising Agencies (-5- nos) & Media Buying Agency (-1- nos) for a period of THREE years. The initial appointment shall be for a period of three years, however, at the discretion of the Bank, the same can extended for further two years on mutually agreed terms, if services are found to be satisfactory.

## **5.0 PERFORMANCE OF THE AGENCY**

Delivery and performance of the services shall be made by the Agency in accordance with the time schedule specified by the Bank in its work order or request for creative requirement. It also covers Saturdays/Sundays and other holidays where the Bank may require services.

Bank shall not entertain any justification for not working on holidays if required by the Bank in case of exigencies.

Further, 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 liquidated damages, 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.

## **6.0 TRAINING**

Empanelled Agency shall provide training on advertising strategies / Best Branding practices/ guidelines/ Media planning / negotiation skills and other related topics to staff members of the Bank free of cost wherever required by the Bank. The agency in coordination with the Bank, on request from the Bank, from time to time shall specify the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training. The agency shall provide all training material and documents. Conduct of training of Bank's personnel shall be at the Corporate Office or anywhere as may be desired by the Bank at Agency's cost.

## **7.0 TERMINATION FOR DEFAULT**

The Bank may, without prejudice to any other remedy as may be available for breach of contract, by a written notice, sent to the Agency, may terminate the contract in whole or in part, once any of the below is noticed.

- a. if the agency fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request , or any extension thereof granted by the Bank;
- b. If the agency fails to perform any other obligation(s) under the Contract.
- c. In case Bank feels that Creative /Brand enhancement is not up to the satisfaction of Bank

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.

## **8.0 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.

## 9.0 PAYMENT TERMS

Bank will pay charges or commission for the various services rendered by the agencies, as detailed below:

### 9.1 CREATIVE CHARGES

Creative charges will be paid to the selected Advertising Agency for the Creative / campaign released by the Bank in Print/Electronic, as commission to the amount of media release (Print, Electronic) and such other innovative media which may emerge from time to time. This rate of commission is termed as “**Rate of Creative Commission**”. This rate is required to be quoted in the “Commercial Bid” by all the Agencies. (Annexure II).

Upon selection as Bank’s Advertising & Media Buying Agency, the above “Rate of Creative Commission” will be finalized as per the formula discussed under para 10.2 (Evaluation Criteria).

Commission fee includes fee for taking brief from client, submission of creative layouts for Ads/Exhibits/Leaflets/Promo material etc. Supplying print ready files, story board/script for TVC/Radio, preparing material for sending for print ads, language translation and proof reading, Pre & Post ad release surveys, storing used/unused creatives, retrieval of past creatives, and submission of any type of MIS required by Bank etc.

### 9.2 MEDIA PLANNING / BUYING CHARGES

Bank shall pay for the services of “**Agency on Record**” a commission charge and the same shall be termed as “**Rate of Media Commission**”.

Media Commission = (Rate of Media Commission) in Percentage X (Gross of Media Releases cost across Print, TV, Radio)

This rate is required to be quoted in the “Commercial Bid” by all the Applicant Agencies. (Annexure II)

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

### 9.3 OTHER CHARGES

Agency will provide services like adaptation of creatives for BTL Activities /Promotional materials and development of new creative for booklets, Invitation Card, Standee, and Backdrop/Online/ATM Screen/Flash file for In-branch displays screens etc. For such cases, Bank has fixed the rate for the various utilities / applications as per the (Annexure III) The payment structure of other charges shall remain firm and final and no escalation of whatsoever would be allowed, unless mutually agreed upon in advance in writing.

### 9.4 SPECIAL PROJECTS

Agency will also be required to undertake special projects like event management, etc., which are not part of day-to-day requirements. In such cases, Bank will seek the empanelled Ad Agency to submit their technical and commercial proposals and decide on the costs, etc.



## 9.5 OTHER TERMS

- Payment of all bills will be made within 30 days of receipt of bill subject to availability of all supporting documents, information to the satisfaction of the Bank.
- Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time.
- The Agency shall implement the work assigned to it by the Bank on receiving written approval of its estimate submitted to the bank.
- No other incentive other than commission fee shall be payable for Advertising activity on any media.
- 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.

## 9.6 INDEMNITY CLAUSE

The Agency shall fully indemnify, defend and hold Bank of Baroda harmless from and against all claims, liabilities, losses or damages, recoveries, proceeding, 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.

## 10.0 SELECTION PROCEDURE

Bank will formulate a committee(s) for making technical and commercial evaluation. This committee(s) will supervise the activities relating to evaluation of technical bids, opening of commercial bids, final selection of Advertising & Media Buying Agency, negotiations (if any) on various terms and conditions, etc.

## 10.1 TECHNICAL EVALUATION

The process of evaluation is detailed hereunder:

- All the bids (applications) will be evaluated based on “Eligibility Criteria” mentioned under para No. 2.0. 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.
- The above short-listed Agencies will be advised to make a presentation to the Evaluation Committee Members on their capabilities, experiences, etc and showcase their work done for other clients. These Agencies will be given sufficient notice for this presentation. This presentation will include a strategy suggestion for the Bank of Baroda, outlining the Agency’s understanding of the bank. The broad (indicative) evaluation criteria for evaluating this presentation are as below:

Sr	Criteria		Max Marks	Scoring Methodology
<b>A</b>	<b>AGENCY PROFILE</b>			
1	Industry Experience		5	Full marks (5) if experience is more than 15 Yrs 4 Marks if experience is more than 10 Years 3 Marks if Experience is more than 8 Years 2 Marks if Experience is more than 5 Years 1 Marks if Experience is less than 5 Years
2	Clientele	Creative (BFSI Segment)	4	Full marks (4) for 4 or more BFSI clients. 3 Marks for 3 BFSI clients. 2 Marks for 2 BFSI clients. 1 Marks for 1 BFSI client.
		Creative (Others Clients - Turnover > Rs 500 crs)	4	Full marks (4) for 4 or more clients. 3 Marks for 3 clients. 2 Marks for 2 clients. 1 Marks for 1 client.
		Media Planning	3	Full marks (3) for 3 or more clients. 2 Marks for 2 clients. 1 Marks for 1 client.
3	Gross Annual Turnover(GAT) (as defined in eligibility)		5	Full Marks (5) if GAT is more than 225 Crores. 4 Marks if GAT is more than 200 Crores. 3 Marks if GAT r is more than 175 Crores. 2 Marks if GAT is more than 150 Crores. 1 Marks if GAT is more than 125 Crores.
4	Network strength	India	5	Full mark (5) for having offices at Mumbai/Delhi/Chennai/Kolkata/Bengaluru/Hyderabad /Ahmedabad /Jaipur 4 Marks if only 4 Metros are covered 3 Marks if only 3 Metros are covered 2 Marks if only 2 Metros are covered 1 Marks if only 1 Metro is covered
		Overseas (Where Bank has its presence)	4	Full mark (4) for having offices at 4 or more Countries 3 Marks if Offices are in 3 Countries 2 Marks if Offices are in 2 Countries 1 Marks if Office is in 1 Country
<b>Total (A)</b>			<b>30</b>	
<b>B</b>	<b>PRESENTATION PARAMETER - CREATIVE / ADVERTISING WORK &amp; MEDIA PLANNING</b>			
5	Past Performance	Creative / Advertising works of the Agency, awards won, case study etc.	20	Subjective Evaluation
		2-3 Best Creative Campaigns of National / International level		
		Past media planning / buying works of the agency, awards won, case study etc.		
6	Strategy for Bank of Baroda	Understanding of Present Position / Perception about Bank / Bank's creative works in the market	20	
		Action plan / strategy proposed for the Bank to enhance / increase the Brand equity in the market.		
		Media Planning & Buying – Capability to adjust the media plan and making it cost effective with case study.		
<b>Total (B)</b>			<b>40</b>	
<b>GRAND TOATAL (A+B)</b>			<b>70</b>	

- The Agency needs to achieve a cut - off score of 70 % ( i.e 70% of Total Technical Marks = Minimum 49 Marks) in this evaluation stage to be qualified for commercial bid opening. Only those Agencies who achieve the specified cut - off scores would be short-listed for Commercial Bid Evaluation and will be called "Qualified Agencies". In case one / none of the Agency score a minimum of 49 marks then the Agencies who have achieved the top 5 scores will qualify for the commercial evaluation stage. However, the Bank may at its discretion consider the next highest technical score.
- These "Qualified Agencies" will be considered further for "Techno-Commercial Evaluation". The evaluation score given to these agencies will be taken for further consideration.

## 10.2 TECHNO-COMMERCIAL EVALUATION

Bank, in this document, requests all the bidders to submit their "Commercial Bid" in the prescribed format.

- This format requires the applicants to quote the "Rate of Creative Commission" as well as "Rate of Media Commission".
- This Technical Evaluation Score, Rate of Creative Commission & Rate of Media Commission will be considered as parameter for techno-commercial evaluation.
- The commercial bids of these "Qualified Agencies" will be opened in the presence of representatives of these agencies.

In order to give due importance to the technical strengths of Advertising & Media Buying Agencies, it has been decided to give weightage to Technical Score, "Rate of Creative Commission" & "Rate of Media Commission".

- **A "Score" will be calculated for all "Qualified Agencies" using formula, given below:**

$$\text{"Score"} = \frac{\text{LC}}{\text{C}} \times \text{Wt} + \frac{\text{T}}{\text{HT}} (1 - \text{Wt})$$

LC = Lowest Total Commission i.e ("Rate of Creative Commission + Rate of Media Commission") among the qualified Agencies.

C = Total Commission ("Rate of Creative Commission + Rate of Media Commission") quoted by each agency.

T = Technical Evaluation Score of each Agency.

HT = Highest Technical Evaluation Score among the "Qualified Agencies"

Wt = Weightage for Commercial evaluation = 30%

(1 - Wt) = Weightage for Technical evaluation = 70%

The following is an illustration of the above procedure:

No	Service Provider	Technical Evaluation Score (Max 70)	Rate of Creative Commission (CC)	Rate of Media Commission (MC)	Total Commission (CC+MC)	"Score"
1	XYZ Ltd	65	7 %	2.5%	9.5%	98.94
2	ABC Ltd	55	8 %	2%	10%	86.83
3	123 Ltd	66	9 %	3%	12%	93.75

In the above example, XYZ Ltd has scored the highest.

- Based on this “Score”, the agencies will be ranked. Agency scoring the highest “Score” is considered as L-1 and the “Rate of Creative Commission” quoted by this Agency will be treated as benchmark rate for creative commission.
- Since Bank is proposing to empanel FIVE Agencies, Bank would invite the top FIVE agencies based on the above “Score” and seek the agencies to match the benchmark “Rate for Creative Commission”. Agencies agreeing to this arrangement will be considered for empanelment. In case, any of the agencies under consideration for empanelment has quoted the rate lower than the benchmark rate of creative commission, then the lower rate quoted by them will only be the Rate of Creative Commission for that empanelled agency.
- The “Rate of Creative Commission” so computed and mutually agreed between the Bank and the respective Agency shall remain fixed during the entire period of contract as detailed in para no. 4.0 and shall not be subject to variation on any account.

## 11.0 SUBMISSION OF BID

Interested agencies may submit the sealed bid in -2 envelopes as detailed below:

### 11.1 SEALED ENVELOPE I

It will contain the Technical bid for selection of Advertising & Media Buying Agency as per format (Annexure I) enclosed, duly signed by authorized representative of Agency with company seal. This envelope will be super-scribed as “**Tender for Empanelment of Advertising & Media Buying Agency – Technical Bid**”. The name and address of the agency should be mentioned on each envelope.

The Technical Bid prepared by the Agency shall comprise the following components:

- Technical bid as per the format – Annexure I
- Necessary documents as evidence in support of Eligibility Criteria as mentioned in Para 2.0
- A Corporate brochure of the agency
- Documentary evidence 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 „Advertising” 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 Service Tax Registration, latest Income Tax Return / PAN Card
- Proof of major campaigns handled: sample documents like creatives/artwork of published advertisement, Video CD and Audio CD of TVC, Radio jingles, corporate films done for any recognized corporate house, any artwork/designs that the agency wishes to submit additionally in support of competency in respective field
- An undertaking that the agency, if appointed for selection, shall appoint separate teams to handle the competing clients if any, who are in the same business in India as Bank of Baroda to avoid clash of interests and maintenance of secrecy.
- An undertaking to the effect that agency shall itself, for the activities like posters, photographs, exhibitions, TV/ Radio Jingle, Web/ CD based production etc. or any other services as desired by the bank, use only authorized captions, images, footages etc for the Bank work and shall indemnify Bank of Baroda for any losses or damages and including litigation, if any, arise due to use of such products/ materials for Bank of Baroda marketing activities.

## 11.2 SEALED ENVELOPE II

It should contain Commercial bid for **Creative Commission & Media Commission** as per Annexure II duly signed by authorized representative of Agency with company seal and super-scribed as “**Tender for Empanelment of Advertising & Media Buying Agency – Commercial Bid for Creative Commission & Media Commission**”. **Open envelopes or envelopes which are not sealed will not be accepted.**

## 12.0 OTHER TERMS AND CONDITIONS

### 12.1 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 of sub-contractors appointed by it.

### 12.2 SUBMISSION OF BIDS

**Tender complete in all respects may be submitted only in person to Head (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 09.00 am to 4.00 pm and 1<sup>st</sup>, 3<sup>rd</sup> and 5<sup>th</sup> Saturday : 09.00 am to 4.00 pm. Tenders received after due date & time shall not be entertained. Tenders 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.**

### 12.3. 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 FAX 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.

### 12.4 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 tender.

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

## **12.5 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.**

## **12.6 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.

## **12.7 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.

## **12.8 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 and the Evaluation Committee will study the Technical bids.

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

## **12.9 AWARD OF SELECTION**

Bank of Baroda shall consider selection of Agency, whose offer has been found technically, commercially and financially acceptable and evaluated as the most suitable by Bank of Baroda. Selected Agency will have to enter into an agreement with Bank of Baroda.

## **12.10 ASSIGNMENTS**

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

## **12.11 EMD AMOUNT & NON REFUNDABLE COST of RFP**

- The Earnest Money Deposit (EMD) for the application related to empanelment of Advertising & Media Buying Agency shall be Rs 5,00,000/- (Rupees Five lacs only) payable by Demand Draft or Pay Order favoring "Bank of Baroda " payable at Mumbai is to be submitted along with the application Form and is refundable only on the non- acceptance of the offer. Application submitted without EMD will not be entertained. The Earnest Money

Deposit (EMD) of the successful Agency will be refunded after signing an agreement with the Bank. No interest is payable for the period EMD money is kept with the Bank.

- Non refundable Cost of RFP shall be Rs 5000/- (Rupees Five thousand only ) payable by Demand Draft or Pay Order favoring “Bank of Baroda ” payable at Mumbai is to be submitted separately along with the application Form .

## **12.12 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 norms of Advertising Standards Council of India (ASCI). Agency shall keep informed Bank of Baroda about any change in accreditation status of the agency with INS, Doordarshan, AIR etc.
- All rights for reproduction, editing and future use of the creative layouts accepted for release and/or released by the bank shall be with Bank of Baroda unless otherwise stated explicitly & agreed by Bank of Baroda at the time of accepting the layout. The agency shall indemnify Bank of Baroda against any third party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract including all legal and court costs and expenses, court awarded damages/compensation, out of pocket expenses etc incurred by Bank of Baroda.
- The selected Agency at its own cost will defend or settle any claim against Bank of Baroda to the effect that the selected Agency infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken and the Agency shall compensate / repay the Bank any of the commission already paid to the Agency or any other loss that might be incurred by the Bank.
- Bank of Baroda through its authorized officers shall have right to inspect the services regarding conduct of Advertising 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 shall ensure secrecy of Advertising 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.
- Models / actors used for Bank of Baroda for campaigns, individual ads. etc. will be selected by the Bank.
- The selected Agency shall not use the name of the Bank or its logo to promote their business without prior permission from Bank of Baroda.

### **13.0 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.

### **14.0 SETTLEMENT OF DISPUTE BY ARBITRATION**

Any disputes and difference of any kind, whatsoever, arising out of or in connection with this contract or carrying out of the services, shall be settled amicably. If however, the parties are not able to resolve any dispute or difference amicably, the same shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act 1996 and any re-enactment(s) and or modification(s) thereof and of the rules framed there under. The venue for the arbitration shall be Mumbai.

### **15.0 GOVERNING LAW**

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in Mumbai shall have exclusive jurisdiction for any dispute arising out of as in relation to this tender.

### **16.0 Service Level Agreement and Non-Disclosure Agreement**

The selected agency shall execute a) Service Level Agreement (SLA), 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 shall execute the SLA and NDA within three 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 borne by the agency .

### **17.0 Bank of Baroda reserves the right to:**

- a) Reject any and all responses received in response to the RFP
- b) Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- c) Extend the time for submission of all proposals
- d) Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- e) Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.



- f) Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- g) Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- h) Change the time schedule of the RFP for inviting the bids or evaluation thereof
- i) Modify the quantity or any specifications related to eligibility or technicalities.
- j) no obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

## **18.0 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

**Head (Marketing & Branding)  
Bank of Baroda  
Baroda Sun Tower  
Mumbai.**

**PARTICULARS FOR EMPANELMENT OF ADVERTISING & MEDIA BUYING AGENCY TECHNICAL BID**

(To be submitted by advertising agencies on their letter heads)

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

Dear Sir/Madam,

We hereby offer to submit our request for empanelment of Advertising & Media Buying Agency of the Bank of Baroda as per Tender Notice no. **BCC: MKTG: EMP\_AGNC:111: 1498 Dt. 17.10.2019** for “**Empanelment of Advertising & Media Buying Agency**”. 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) & Rs 5000/- (Rs Five thousand only) towards Non Refundable Cost of application fees in favour of Bank of Baroda payable at Mumbai .

Our brief profile is as under

Sr.	Particulars	Details/Remarks
01.	Name and contact details of Agency” head office.	
02.	Contact details of Agency Mumbai office.	
03.	Contact details of Agency other offices.	
04.	Legal status of agencies (Proprietor/Partnership/Private Ltd. /Public Ltd.) Proof to be attached.	
05.	Year of establishment	
06.	Accreditation details	
07.	Name of Managing Director, Directors, top management / key personnel	
08.	The contact details of officials proposed for handling Bank of Baroda account (separate sheet may be enclosed with Bio-data and other details).	

09.	List of clients presently serving. (A comprehensive list of important clients, including those of PSU / Government clients for last 3 years .	
10.	List of Financial Clients (PSU Banks / Private Banks / NBFCs) served in last 3 years. Client declaration to be attached. Bank shall verify the same if required.	
11.	Have you served Bank of Baroda recently or in the past, if so, please attach copy of appointment of selection and other suitable proof such as copies of work orders at various times.	
12.	Details of National / International awards for creative works / Media Planning from reputed Institutions / bodies (Attach copies of certificates).	
13.	<p>Infrastructure facility available with the agencies.</p> <ul style="list-style-type: none"> <li>➤ Are you a full service agency or limited service agency?</li> <li>➤ No. of persons working (separately for different offices)</li> <li>➤ Whether Creative Department / Art Deptt. Exists.</li> <li>➤ No. of Creative team members.</li> <li>➤ If the full-fledged studio exists (Details)</li> <li>➤ Language Translation facility</li> <li>➤ Recording facilities.</li> <li>➤ Number of Media Planning experts</li> <li>➤ Media survey subscriptions such as TAM, NRS, IRS, ABC etc.</li> <li>➤ Research/Analysis tools</li> <li>➤ Computer hardware and software facilities.</li> <li>➤ Working Days and hours.</li> <li>➤ Any other.</li> </ul>	

14.	Financial details Total billing for the year 1. 2016-17 2. 2017-18 3. 2018-19 (Attach certified copy of audited balance sheet, P& L A/c. and income statement )	
15.	PAN of the agency. (Attach copy )	
16.	Service tax no. (Attach copy )	
17.	TAN No. (Attach copy )	
18.	Principal Banker & their Address	
19	Banker's Cheque / DD detail	
20	Any other information that the agency would like to submit.	If needed, the agency can use separate sheets explaining these points.

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

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

**PARTICULARS FOR EMPANELMENT OF ADVERTISING & MEDIA BUYING AGENCY –  
COMMERCIAL BID –COMMISSION FOR CREATIVE & MEDIA PLANNING & BUYING  
(To be submitted by advertising agencies on their letter heads)**

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

Dear Sir/Madam,

We hereby submit our Commercial Bid for empanelment of Advertising & Media Buying Agency of the Bank of Baroda as per proposal reference no. **BCC: MKTG: EMP\_AGNC:111: 1498 Dt. 17.10.2019**. We unconditionally agree to abide by the Terms & Conditions specified therein.

<b>Sr.</b>	<b>Particulars</b>	<b>Details/Remarks / Charges</b>
01.	Name and contact details of agency" head office.	
02.	The contact details of person authorized to make commitments to the Bank	
03.	<b>Creative Commission fee</b> as a % of Total media cost for new creative for Print and Electronic etc.	
04	<b>Media Commission fee</b> as a % of Total Media Releases cost across Print ,TV, Radio mediums etc.	
<b>TOTAL COMMISSION (3 +4)</b>		

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

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

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

**(Signature of the Authorized person)** \_\_\_\_\_

**Full name of the Authorized person:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the firm and date**

**Creative Charges - Schedule "A"**

Sr. No.	Particulars		Rate (in Rs.)
1.	<b>Development of Master Creative (Static) as per Bank's brief</b> <i>(for all adapts viz. Print, Poster, Banner, Leaflet, OOH, Digital, Booklet, Signage, Calendar, Diary, Innovative materials, Merchandise etc as per requirement)</i>	Rs./- per Artwork	15,000
	<b>a) Development of New Sub Brand, Mnemonic / Symbol / Mark / Illustration / Debit / Credit Card Design</b>	Rs./- per Artwork	7,500
2.	<b>Adaptation of Master Creative / Previous Creative</b> <i>(for all adapts viz. Print, Poster, Banner, Leaflet, OOH, Digital, Booklet, Signage, Calendar, Diary, Innovative materials, Merchandise etc as per requirement)</i>	Rs./- per Artwork	5,000
	<b>a) Page making charges for inside pages (including infographics) with text and image placement</b> <i>(for various adapts like Leaflet, Booklet, Diary, Forms etc as per requirement)</i>	Rs./- per Page	3,000
	<b>b) Page making charges for inside pages (excluding infographics) with text and image placement only</b> <i>(for various adapts like Leaflet, Booklet, Diary, Forms etc as per requirement)</i>	Rs./- per page	1,000
3.	<b>All Video, Audio and Animation Creative Requirements and Special static creative projects like full page balance sheet, QFR etc</b>	On project basis	
4.	<b>All third party purchases incl. images purchase, proofing etc.</b> <i>No coordination fees etc will be applicable.</i>	On reimbursement basis	
<b>Other Conditions:</b> <ol style="list-style-type: none"> <li>Bank shall not make any payment for adaptation of Bank's logo in any size / format.</li> <li>Bank will not pay any artwork charges on any creative for any of the artwork formats, while using them on any applications.</li> <li>The cost of images / photographs, when the same are purchased from a third party, is payable on actual.</li> <li>Above costs are the only costs and other Costs like System Work Cost, Translation charges, Print of Sample Creatives, Providing of artworks/ details of artworks, images purchased, proof of purchase and details etc for payment or on a later date etc are NOT payable.</li> <li>Colour Prints of New Creatives in A4 size and of various booklets, etc must be given on monthly or requirement basis at no additional cost.</li> <li>No payment shall be made for small / minor corrections viz. date change / minor textual corrections etc.</li> <li>Prior approval needs to be taken from Bank for any other charges to be incurred apart from the charges mentioned above. The same should be submitted along with b/w prints of various adapts and or details.</li> <li>Agencies needs to maintain proper records (hard copy / soft copy / details) of all creatives, adapts, stock images, video / audio files, proof of purchase thereof etc and the same should be provided on requirement basis on a later period without any additional cost.</li> </ol>			