



TENDER DOCUMENT

FOR

EMPANELMENT OF PR AGENCY

Reference No.: **BCC: MKTG: EMP_PR AGNC:113:167 Dt. 12.04.2021**

Issued by: Bank of Baroda, Marketing & PR Dept, Baroda Sun Tower,
C - 34, G Block, Bandra Kurla Complex, Bandra (East),
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EMPANELMENT OF PR AGENCY FOR BANK OF BARODA FOR 3 YEARS

Bank of Baroda invites sealed applications from eligible PR agencies for Selection as Bank's PR agency for enabling its Public Relations services. Bank of Baroda proposes to engage a PR agency for the term mentioned in the Scope of Engagement detailed:

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 : **12.04.2021**

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

Due Date of Submission : **On or before 03.05.2021 up to 4.00 p.m.**

Opening of Tender : **On 03.05.2021 at 5:00 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.
 1. Proposal/Response submitted by holding company and its subsidiary
 2. Proposal/Responses submitted by two or more companies having common director/s
 3. Proposal/ Responses submitted by two or more partnership firms / LLPs having common partners
 4. Proposal/Responses submitted by two or more companies having the same group of promoters / management
 5. Any other proposal/ response in the sole discretion of the bank is in the nature multiple bids.
- Note: Agency submitting the proposal must comply with all the criteria mentioned in this RFP. Non-compliance of any of the criteria will entail rejection of the offer summarily. Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Agency/s independently.
- 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 CUM TECHNICAL CRITERIA

The PR agencies meeting the following minimum eligibility criteria are only requested to apply for the Selection:

- The agency must have earned minimum fee from PR services of Rs.10.00 crores during 2017-18, 2018-19 and 2019-20, in each financial year. In case the Agency provides non PR services also, the fee Income from PR services only will be considered. Fee Income for PR activities should be certified by the Auditor. (Copy to be enclosed)
- The net worth of the agency should be positive during each of the previous three financial years (2017-18, 2018-19 and 2019-20). Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor's report to be enclosed.
- The Agency should not have been black-listed / debarred by any Central / State Government / Public Sector Undertakings / Banks and not involved in any major litigation that may have effect or compromised the delivery of services required during last 5 years. A self –certification on the above to be provided on letter head. However, the Bank has the right to independently verify the same.
- The agency should have been in existence in India for a minimum period of 5 years with full – fledged Office in Mumbai with the state-of-the-art infrastructure and manpower including PR professional team to support timely service for PR activities within the scope of work. Agencies will enclose necessary documents along with application. Bank shall verify the same. A certificate of incorporation / Partnership Deed etc to be provided.
- The agency should preferably have access/ offices at overseas locations such as UAE, US, UK and South Africa.
- The agency should be / should have been on the panel of at least 3 Corporates. The letters of satisfactory services from the clients to be submitted as per Annexure-III.
 - ✓ Model Clauses for Tenders as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance department of expenditure

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - 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.

3.0 SCOPE OF WORK

Bank of Baroda will require the services of PR Agencies for the below mentioned broad categories of the work.

3.1 Long Term PR Strategy

- To position Bank of Baroda as a very large, fast growing Bank offering a wide range of products, backed by competent professionals with rich domain experience.
- To increase visibility and enhance top of mind recall of Bank of Baroda brand amongst its target audience, leveraging amongst the people in general (that includes the existing and potential customers of Bank of Baroda), the financial community (Analysts and Fund Managers), potential investors, stake holders and the media.
- To manage investor perceptions based on Bank of Baroda's achievements, financial performance and strategic initiatives for sustained growth and achieve fair valuation.

3.2 Media Management:

- To maintain the rapport with the Press, Electronic, Digital, Social media and any other emerging media to ensure adequate and positive coverage of the Bank.
- To develop and disseminate information on national basis or locally across various media vehicles such as Print, Electronic, Digital and other emerging modes of communications.
- Managing one-on-one interactions of authorised spokespersons of the Bank with identified media professionals relevant to the Bank in addition to organizing media events.
- To provide and maintain an updated list of media professionals relevant to the Bank.
- Continuously monitor the media for placing PR messages in industry features.
- Interact with officials of the Bank from various departments once in every quarter to create a communication calendar/ strategy based on known internal and external communication opportunities.
- To develop all editorial stories / communications to be disseminated to the media, including information kits, press releases, features, etc.
- Ensure maximum coverage and visibility for all press releases issued by the Bank and all the new product launches and activities of the Bank from time to time / periodically.

3.3 Market Intelligence:

- To submit a comprehensive report on a daily basis covering news on Bank, peer Banks and Banking, Financial Services and Insurance (BFSI) Industry.
- To produce a comprehensive report at the end of every month giving detailed coverage analysis for Bank and analysis of the same in Print, Electronic and Digital media vis-à-vis major competitors.
- To provide information for business development and image / brand building.

3.4 Crisis Communication and Reputation Management:

- To prepare a proactive strategy for crisis communication and chalk out the key message, communication plan and ensure effective implementation of the plan for desired results.
- To track mainline, regional business and trade publications, magazines along with the electronic & digital media to monitor specific coverage and perceptions about the Bank on day to day basis.

3.5 Investor Relations

- To prepare and execute a communication strategy for Analysts and Investors.
- Arranging investor meets, analyst meets and conference calls.

3.6 Digital Online Reputation Management

- Tracking and listening
- Analysis of clutter - Intelligent reporting
- Response and Redressal
- Crisis Mitigation – Positive content seeding

3.7 Corporate Communications: Internal & External

- To assist in publishing of House Journal / Magazines and other modes of internal communication.
- Assist bank in identifying internal communication opportunities.
- Designing a communication policy and plan based on long term and short term objectives.
- To provide media training programs for key personnel / identified spokespersons / PRO of the Bank at the Corporate Office or anywhere as may be desired by the bank at agency's cost.
- To devise methods and communication strategy for better investor and analyst relations.
- Drafting all external communication matters including articles / speeches / Press Releases.
- Media audit / perception study once in a quarter.

3.8 Demographic Centers for Public Relations activities:

- Bank of Baroda is having its Corporate Centre at G-Block, Bandra Kurla Complex, Bandra (E), Mumbai, which is the main controlling point for all its business units / Establishments within India / Abroad. The Corporate Centre is being supported by 18 different Zones situated in different parts of the country as mentioned below:
 1. Mumbai Zone - Mumbai
 2. Patna Zone – Patna, Bihar and Jharkhand
 3. Kolkata Zone - Kolkata, North East, West Bengal & Sikkim
 4. Lucknow Zone – Eastern Uttar Pradesh
 5. Chandigarh Zone - Chandigarh, Jalandhar, Karnal and Ludhiana
 6. Bengaluru Zone - Bengaluru & Mysore
 7. Pune Zone – Maharashtra (excluding Mumbai) & Goa
 8. Bhopal Zone - Madhya Pradesh & Chhattisgarh
 9. New Delhi Zone - Delhi, Haryana, Himachal Pradesh, Jammu & Kashmir & Punjab
 10. Ahmedabad Zone – North Gujarat (Ahmedabad, Anand, Gandhinagar, Sabarkantha, Kheda, Sabarkantha)
 11. Baroda Zone - South Gujarat (Baroda, Bharuch, Godhra, Navsari, Surat, Valsad)

12. Jaipur Zone - Rajasthan
13. Chennai Zone – Chennai, Coimbatore and Madurai
14. Ernakulam Zone – Ernakulam, Calicut and Trivandrum
15. Rajkot Zone– Jamnagar, Rajkot, Bhuj,Junagadh and Bhavnagar
16. Meerut Zone – Agra, Bareilly, Haldwani, Dehradun, Shahjahanpur, Moradabad,Aligarh and Meerut
17. Hyderabad Zone - Hyderabad, Telengana, Tirupati, Vijaywada and Vishakhapatnam
18. Mangaluru Zone - Mangaluru, Gulbarga,Hassan,Hubli and Uddupi

4.0 PERIOD OF SELECTION

Bank proposes to empanel the PR agency for a period of 3 (Three) years subject to satisfactory review after every year. Bank will have right to extend the agreement for a further period of 2 years based on satisfactory performance, and mutually agreed terms.

5.0 PERFORMANCE OF THE AGENCY

- The Agency agrees to deliver and perform the services in accordance with the time schedule specified by the Bank. It also covers Saturdays / Sundays and other holidays where the Bank would require services to be done by the Agency.
- Delay by the Agency in the performance of its delivery obligations shall render the Bank liable to recover penalty at the rate of 5% of the value of the work per week, subject to a maximum of 20% of the value of the work per month, for non-performance and delayed performance.
- If the Agency fails to complete the work as per the specifications and to the satisfaction of the Bank, the Bank reserves the right to cancel the selection.
- The cancellation / termination of the work order by the Bank shall be at the risk and responsibility of the Agency.
- 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.

6.0 TRAINING

Selected agency shall provide training for PR strategies to officials of the Bank. The agency in coordination with the Bank on request from the Bank 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

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice or giving any reasons.

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 default 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.

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.

In the event of termination of the Work Order/ Agreement due to any cause whatsoever, (whether consequent to the stipulated term of the Work Order/ Agreement or otherwise), Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Applicant shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Applicant to take over the obligations of the erstwhile Applicant in relation to the execution/continued execution of the scope of the Work Order/ Agreement.

- i. Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that maybe available to Bank under law or otherwise.
- ii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Work Order/ Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- iii. Bank may terminate the Agreement in full or in parts by giving a written notice of 30 days to the consultant against acknowledgement. Similarly, Bank may terminate the Work Order in full or in parts by giving a written notice of 7 days to the consultant against acknowledgement.
- iv. The party shall make full endeavour for a smooth transition/provide all support to the new Applicant and/or other party so as to ensure continued customer service and minimum disruption.

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 amount 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 COMMERCIAL PROPOSAL

- The commercial proposal for monthly retainership fees shall be quoted in a separate sealed cover.(Annexure-2)
- The fee quoted shall be inclusive of all taxes. The commercial proposal shall not include any conditions attached to it and any such conditional commercial proposal shall be liable for rejection. The Agency shall express the fee in Indian Rupees only.

9.1 OTHER TERMS

- 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 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.
- 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 retainable fees shall be payable for PR activity, mentioned in the RFP document.
- The Agency shall fully indemnify, defend and hold Bank 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 or which Bank 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.
- 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, increasing / decreasing 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.

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 the PR agency, negotiations (if any) on various terms and conditions, etc.

10.1 TECHNICAL EVALUATION

The technical proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as rejected. The process of evaluation is detailed hereunder:

- All the bids (applications) will be evaluated based on “Eligibility Cum Technical Criteria” mentioned under para No. 2.0. The short-listed agencies will be advised to make a presentation of maximum 30 minutes duration to the Evaluation Committee on their capabilities, experiences, etc and showcase their work done

for other clients. The broad (indicative) evaluation criteria for evaluating this presentation are as below:

Sr	Criteria	Max marks	Scoring Methodology
1	Industry experience,	15	Full Marks(15 marks) Experience more than 12 Yrs 10 Marks Experience 8 to 12 Years. 5 Marks for experience 5 to 8 years
2	Clientele (during last 3 years) Govt. / PSU / BFSI Segment / MNC	15	Full marks (15) if clientele 10 nos. and above 10 marks if clientele is 5 – 10 nos. 5 marks if clientele is 2 - 5 nos.
3	PR billing for the year 2019-20	15	Full marks (15) – for Rs 30 cr & above 10 Marks – for Rs 20 cr & above 5 Marks – for Rs 10 cr & above
4	Network strength – India	15	Full mark (15) Having offices at -6- metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore & Ahmedabad), and Covering -4- other Bank Zonal Office centers 10 marks: Having offices at -6- metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore & Ahmedabad), and Covering -4- other Bank Zonal Office centers. 5 marks: Having offices at -6- metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore & Ahmedabad).
5	Presentation of PR Agency - Overall PR abilities (as per scope of work) Ability with respect to - Crisis Communication - Investor Relations - Digital PR - Others, if any	40	Subjective evaluation
	Total	100	

- Bank shall evaluate the technical proposals on the basis of eligibility criteria and other terms and conditions. Bidder qualified as per the eligibility criteria would be required to make a presentation (in-person / virtual) before the evaluation committee of the Bank for Selection of PR Agency. Bank shall inform the date, time and place of presentation to all eligible Agencies after completion of the evaluation of eligibility criteria and other terms and conditions.

10.2 TECHNO-COMMERCIAL EVALUATION

- Agencies scoring 70 or more out of 100 will be short-listed for commercial bidding.
- Commercial proposal of Agencies who qualify in the Technical Proposal shall be opened in the presence of representatives of the Agency who choose to be present. The commercial proposals of the listed bidders who have qualified in technical evaluation will be given a weightage of 30%. The combined score of technical proposal (70%) and commercial proposal (30%) will determine the H1, H2, H3 and so on. The Agency with the highest combined score will be recommended for engagement as PR agency of the Bank.

- **A “Score” will be calculated for all “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 Retainership Fees (Monthly Fees PR Activities + Monthly Fees Digital PR/ Social Media)” among the agencies.

C = “Total Retainership Fees” quoted by each agency

T = Technical Evaluation Score

HT = Highest Technical Evaluation Score among the qualifying 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	Rate of Commercial Evaluation	“Score”
1	XYZ Ltd	60	Rs. 9 lacs	73.2%
2	ABC Ltd	90	Rs. 8 lacs	100 %
3	123 Ltd	80	Rs. 10 lacs	86.22 %

In the above example, ABC Ltd will become H-1

- Based on this “Score”, the agencies will be ranked. Agency scoring the highest “Score” is considered as H-1 and the “Rate of Commercial Evaluation” quoted by this agency will be treated as benchmark rate for retainable fees.

11.0 SUBMISSION OF BID

Interested PR agencies may submit the sealed bid in two envelopes as detailed below:

11.1 SEALED ENVELOPE I

It will contain the Technical bid for Selection of PR 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 Selection of PR agency – Eligibility Cum 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
- 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 'Public Relations (PR)' 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 PR activities handled
- An undertaking that the agency, if selected, 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
- Proof of Fee Income for PR activities certified by the Auditor
- Copies of the duly audited balance sheets and profit and loss accounts, duly certified by auditor along with the auditor's report to be enclosed.

11.2 SEALED ENVELOPE II

It should contain Commercial Bid as per Annexure II duly signed by authorized representative of agency with company seal and super-scribed as "Tender for Selection of PR agency – Commercial Bid". Open envelopes or envelopes which are not sealed will not be accepted. Please note that commercials should be strictly in terms of the format enclosed and any deviation will not be accepted.

12.0 OTHER TERMS AND CONDITIONS

12.1 SUBCONTRACTS

The Agency as and when required may subcontract the work with prior approval of the Bank provided the intimation in writing of all collaborations be given to the bank. However, such notification shall not relieve the agency from any liability or obligation under the contract. 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 in sealed envelope containing Technical details as per the Annexure 1. The envelope may be clearly marked / super scribed as "Selection of PR Agency – Bank of Baroda 2021" to Dy. General Manager & Head (Marketing & Branding) Bank of Baroda, Baroda Sun Tower, C – 34, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051,

Bank 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 and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

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

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 mail, 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 in writing or by 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 shall respond in writing or by 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 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 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 or by mail. 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 may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective agency, modify bid documents by amendments.

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

In order to afford prospective Agencies a reasonable time to take the amendment into account in preparing their bids, Bank 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 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's action.

12.8 OPENING OF BIDS

Bank shall open the Technical Bid (Envelope I) in presence of authorized representatives of the bidder 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 authorised representatives of the bidders and date and time will be intimated to all eligible agencies at least two days in advance.

12.9 AWARD OF SELECTION

Bank shall consider Selection of PR Agency, whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable. Selected PR Agency will have to enter into an agreement with the Bank.

12.10 ASSIGNMENTS

The Agency agrees that it 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 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.
- The Agency shall indemnify Bank 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.
- The selected Agency at its own cost will defend or settle any claim against Bank to the effect that the empanelled 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 through its authorized officers shall have right to inspect the services regarding conduct of PR 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 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 PR related brief, other data which is shared, its findings & recommendations etc.
- It shall be obligatory on the part of Agency to share the sources of secondary data, primary data, Bank interviews/questionnaires etc. and any other items, which are not proprietary property of the Agency.
- 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.
- The empanelled Agency shall not use the name of the Bank or its logo to promote their business without prior permission from Bank of Baroda.

12.12 EARNEST MONEY DEPOSIT

The Earnest Money Deposit (EMD) for the application related to Selection of PR Agency shall be Rs.200000/- (Rupees Two Lakh 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.

Non-submission of EMD in the format prescribed in RFP will lead to outright rejection of the offer. The EMD of unsuccessful bidders will be returned to them on completion of

the procurement process. The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The amount of EMD would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
 - b. In case of the successful bidder, if the bidder fails:
 - I. Refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or
 - II. To provide the performance guarantee within 30 days from the purchase order date, for any reason whatsoever.
 - III. To comply with any other condition precedent to signing the contract specified in the solicitation documents.
- **Unsuccessful Vendors** - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Vendors.
 - **Successful Vendor** – Bid security money deposit or bank guarantee will be discharged upon the vendor furnishing the performance Bank guarantee. The Bid security Money of the successful vendor may be forfeited or the bank guarantee in lieu of Bid security money may be invoked by the Bank if the successful vendor fails to furnish performance Bank guarantee within 30 days from the date of Bank placing the order for any reason whatsoever and / or the vendor refuses to accept and sign the contract within 1 month of issue of contract order / letter of intent for any reason whatsoever.
 - Exemption from submission of EMD and tender cost shall be given to bidders, who are Micro and Small Enterprises (MSE) and they are exempted from giving EMD may give Bid Security declaration (Annexure –IV) in place of EMD. The bidder who are MSE has to submit necessary document issued by NSIC and the bidder who are startups has to be recognize by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents. MSE/startups firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

12.13 PERFORMANCE BANK GUARANTEE

The selected bidder has to furnish a Performance Bank Guarantee of 3% (Format as per Annexure 9) 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 reputed Scheduled Commercial Bank in India (other than Bank of Baroda) in favour 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.

12.13 VALIDITY PERIOD

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

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

12.14 NOTICES AND OTHER COMMUNICATION

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

12.15 FORCE MAJEURE

The selected applicant shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Work Order/ Agreement 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 either party to the Work Order/ Agreement and not involving the selected applicant's fault or negligence and not foreseeable. Such events may include, but are not restricted to events such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the Work Order/ Agreement.

If a Force Majeure situation arises, the applicant 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 Applicant shall continue to perform the obligations under the Work Order/ Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.16 ASSIGNMENT

The selected Bidder agrees that the bidder 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 the firm'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 along with the subsequent

Addendums/ Corrigendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

12.17 WAIVER

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

12.18 SOLICITATION OF EMPLOYEES

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

12.19 COMPLIANCE WITH LAWS

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

12.20 CORRUPT AND FRAUDULENT PRACTICES

As per the Government directives, it is required that selected Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among applicants (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 selected 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 as per the Bank’s discretion, 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.

12.21 VIOLATION OF TERMS

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 selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. 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.

12.22 Authorized Signatory

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

12.23 AUDIT/ INSPECTION FOR REPORTS

The Bank reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency/personnel identified by the Bank to access the Bank’s documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the RBI/Bank.

The Bidder should allow them to conduct audits or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

The Bank would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management Knowledge Partner at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification/updation of the findings at no cost to the Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

12.24 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 requirements 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.

12.26 NO LIABILITY

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Bank of Baroda 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 of Baroda 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 Service Provider as part of this Agreement.

Under no circumstances Bank of Baroda shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank of Baroda has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

12.27 SUBSTITUTION OF PROJECT TEAM MEMBERS

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise.

If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as

liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

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

Subject to any law to the contrary, and to the maximum extent permitted by law, 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 tender document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

12.29 INDEMNITY

The selected applicant 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, damages, 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:

- The Bank’s authorized/ bona fide use of the Deliverables and /or the Services provided by the selected Bidder under this RFP; and/or
- An act or omission of the selected Bidder its employees, agents, sub contractors etc, in performance of the obligations under this RFP; and/or
- Claims made by employees or employees of sub contractors who are deployed by the selected Bidder, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees
- Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the selected Bidder under this RFP; and/or
- Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- Breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or
- Negligence or misconduct attributable to the selected Bidder or its employees.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the selected Bidder.

In the event of successful bidder does not fulfill 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 vendor under this assignment.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

12.30 EXECUTION OF A SERVICE-LEVEL AGREEMENT/NON-DISCLOSURE AGREEMENT

The successful Applicant shall execute (a) a Service Level Agreement (SLA)/Memorandum of Understanding (MOU), or Agreement, as the case may be which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-Disclosure Agreement (NDA). The costs and expenditure should be borne by the Applicant. The Applicant shall execute the prescribed agreement within one month from the date of acceptance of Letter of Appointment. The Agreement/ Work Order shall be executed by the authorized signatory of the successful Applicant.

12.31 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.

12.32 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.

12.33 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.

12.34 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 PR Agency, not limited to those selection criteria set out in this tender document.

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

12.35 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.

12.36 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.

13.0 CONFIDENTIALITY

13.1.1 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.

13.1.2

- a. All Bank of Baroda 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 Bank of Baroda 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.
- b. The selected bidder shall not make or retain any copies or record of any Confidential Information submitted by Bank of Baroda other than as may be required for the performance of the selected bidder obligation under this Agreement. The selected bidder shall notify Bank of Baroda promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- c. 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.
- d. 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.
- e. The selected bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Bank of Baroda under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing any of its obligations under this Agreement.
- f. It shall be the incumbent duty of the selected bidder to undertake not to disclose any business related information of Bank of Baroda to any third person and the selected bidder shall keep all knowledge of the business activities and affairs of Bank of Baroda strictly confidential and also to ensure that neither the selected bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Bank of Baroda.
- g. However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:
 - Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
 - Prior to the disclosure by Bank of Baroda was known to or in the possession of the selected bidder at the time of disclosure;

- Was disclosed or parted with the prior consent of Bank of Baroda;
 - Was acquired by the selected bidder from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from Bank of Baroda.
- h. The selected bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit. Notwithstanding above Bank of Baroda shall take all the reasonable care to protect all the confidential information of consultant while performing of the services.
- i. The provisions of this Clause shall survive the termination of contractual agreement

14.0 CONTACTING BANK OF BARODA

No Agency shall try to influence Bank 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 in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

15.0 DISPUTE RESOLUTION

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

If the Bank project manager / and vendor 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 and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Agency and Bank, the Bank and the Agency 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.

16.0 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.



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

Annexure 1.

**PARTICULARS FOR SELECTION OF Public Relations (PR) AGENCY – TECHNICAL BID
(To be submitted by PR agencies on their letter heads)**

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

Dear Sir/Madam,

We hereby offer to submit our request for Selection of PR agency of Bank of Baroda as per Tender Notice no. **BCC: MKTG: EMP_PR AGNC:113:___ Dt. __.03.2021** for “Selection of PR 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.2,00,000/- (Rupees Two Lakh Only) towards Earnest Money Deposit (EMD) 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's head office	
02.	Contact details of Agency's Mumbai office	
03.	Contact details of Agency's 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 along with designation	
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 Govt / PSU / BFSI Segment / MNC / Others).	
10.	List of banks served in last 3 years	
11.	Details of awards in Public Relations (reputed National/International) - attach copies of certificates.	
12.	Why do you think that you are suitable for empanelment with Bank of Baroda	
13.	Infrastructure facility available with the agencies <ul style="list-style-type: none"> ➤ Are you a full service agency or limited service agency? ➤ No. of persons working (separately for different offices) ➤ No. of members in PR team ➤ If the full-fledged office exists (Details) ➤ Language Translation facility ➤ Recording facilities ➤ Research/Analysis tools ➤ Working Days and hours. ➤ Any other 	
14.	Financial details Total PR billing for the year <ol style="list-style-type: none"> 1. 2017-18 2. 2018-19 3. 2019-20 (Attach certified copy of audited balance sheet, P&L A/c. and income statement)	
15.	PAN no. (Attach copy)	
16.	GST 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 for explaining these points.
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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 empanelment, I/we shall appoint separate teams for any competing clients who are in the same business as Bank of Baroda to avoid clash of interests and maintenance of confidentiality.

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

(Signature of the Authorized person) _____
Full name of the Authorized person: _____
Designation: _____

Seal of the firm and date



Annexure 2.

PARTICULARS FOR SELECTION OF PUBLIC RELATIONS (PR) AGENCY – COMMERCIAL BID

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

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

Dear Sir/Madam,

We hereby submit our Commercial Bid for Selection of PR agency of Bank of Baroda as per proposal reference no. **BCC: MKTG: EMP_PR AGNC:113:___ Dt. __.03.2021**. We unconditionally agree to abide by the Terms & Conditions specified therein.

Sr.	Particulars	Details/Remarks / Charges
01.	Name and contact details of Agency's head office.	
02.	Contact details of person authorized to make commitments to the Bank	
03.	Monthly Retainership Fees (Rs) for PR and Digital PR activities as per Scope of Work mentioned under 3.0	
	Total (Rs) [A+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 empanelment, 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.

(Signature of the Authorized person)_____

Full name of the Authorized person: _____

Designation: _____

Seal of the firm and date



Annexure 3.

(On letterhead of the Agency duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s..... is our empanelled PR agency for more thanYears.

The performance of the agency is satisfactory during their tenure with us.

(AUTHORISED SIGNATORY)
NAME:
DESIGNATION

Annexure 4.

BID SECURITY DECLARATION FORM

Date:..... RFP/Tender No:.....

To (Insert complete name and address of the purchaser)

1. I/We, the undersigned, declare that M/s.....is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro and Small Enterprises (MSE) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).

OR

- 2A. As per the tender / RFP no:floated for at para no: a Bid Declaration Form in lieu of Bid Security is required to be submitted by me/ as per Rule 170 of General Financial Rules (GFRs) 2017 by Micro and Small Enterprises (MSEs).
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of (as per the OM dated 12/11/2020 they will be suspended or the time specified in the tender documents. Hence the said period may be mentioned herein) year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
 - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
4. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorised person ofto make the declaration for and on behalf of Letter of Authority for executing declaration is enclosed

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



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

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

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

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

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

Annexure 5.

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

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

To

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

Sir,

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

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

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

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 Tender 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.....by20

Yours faithfully,

Authorized Signatory

Name:

Designation:

Vendor'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.