

**Addendum – I**

**TENDER DOCUMENT FOR EMPANELMENT OF EMPANELMENT OF PR AGENCY**

Reference No.: **BCC: MKTG: EMP\_PR AGNC:113:167 Dt. 12.04.2021**

<b>S. N</b>	<b>Clause / Section</b>	<b>Present Criteria</b>	<b>Modified Criteria</b>
1.	Page no 8; Clause 7.0 on Termination	<p>Bank shall have option to terminate / cancel this RFP at any stage without any prior notice or giving any reasons.</p> <p>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.</p> <ul style="list-style-type: none"><li>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;</li><li>b. If the agency fails to perform any other obligation(s) under the Contract.</li></ul> <p>In the event the Bank terminates the contract 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 Bank may have to incur in executing the remaining part of the contract.</p> <p>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/continuation of the scope of the Work Order/ Agreement.</p>	<p>Bank shall have option to terminate / cancel this RFP at any stage without any prior notice or giving any reasons.</p> <p>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.</p> <ul style="list-style-type: none"><li>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;</li><li>b. If the agency fails to perform any other obligation(s) under the Contract.</li></ul> <p>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.</p> <p>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</p>

		<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>Applicant in relation to the execution / continued execution of the scope of the Work Order/ Agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>Either party shall have the right to terminate the agreement by giving the other party prior notice of 2 (two) months in writing.</b></p>
2.	Pages 9 & 10; Clause 10: 10.1 Technical evaluation Point 4 on Network Strength - India	<p>Full mark (15) Having offices at -6- metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore &amp; Ahmedabad), and Covering -4- other Bank Zonal Office centers</p> <p>10 marks: Having offices at -6- metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore &amp; Ahmedabad), and Covering -4- other Bank Zonal Office centers.</p> <p>5 marks: Having offices at -6- metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore &amp; Ahmedabad).</p>	<p>Full mark (15) Having offices at -6- metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore &amp; Ahmedabad), and Covering -4- other Bank Zonal Office centers</p> <p><b>10 marks: Having offices at -6- metro centers (Mumbai, New Delhi, Kolkata, Chennai, Bangalore &amp; Ahmedabad).</b></p>
3	Pages 18 & 19; Clause 12: 12.23 on Audit / Inspection	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	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

	<p>of Reports</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>The bidder to ensure that all the required documents for the said Audit / inspection to be made available at bank's premises within the stipulated time frame failing which bidder will be liable to pay any charges/ penalty levied by the RBI/Bank</b></p>
4	<p>Pages 14 &amp; 25; Clause 12: 12.12 and Annexure I on Earnest Money Deposit</p>	<p>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.</p>	<p>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 favouring "Bank of Baroda " payable at Mumbai or online in the account:</p> <p>Bank Name : BANK OF BARODA  BRANCH : BANDRA KURLA COMPLEX BRANCH  ACCOUNT NO. 2904040000417  ACCOUNT NAME: BCC OFFICE ADMIN AND SECURITY  IFSC CODE: BARBOBANEAS (Fifth Character is Zero)  ACCOUNT TYPE : CURRENT</p>

			This EMD is to be submitted along with the application form and is refundable only on the non- acceptance of the offer.
5	Page 11 Clause :11	Interested PR agencies may submit the sealed bid in two envelopes as detailed below:  11.1 <u>SEALED ENVELOPE I</u> 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.	Interested PR agencies may submit the sealed bid in two envelopes as detailed below:  11.1 <u>SEALED ENVELOPE I</u> It will contain the Technical bid for Selection of PR agency as per format (Annexure I) enclosed, duly signed or <b>digitally signed via DSC</b> by authorized representative of agency with company seal.
6	Clause 1 Important Dates (Point No. 4 & 5)	Last Date and Time for Bid Submission: 03.05.2021 upto 04.00 p.m.  Date and Time of Technical Bid Opening: 03.05.2021 at 05.00 p.m.	Last Date and Time for Bid Submission: <b>10.05.2021 up to 04.00 p.m.</b>  Date and Time of Technical Bid Opening: <b>10.05.2021 at 05.00 p.m.</b>

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Mumbai – 400051.

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All other Terms & Conditions shall remain same as mentioned / stated in our Tender / RFP No: BCC: MKTG: EMP\_PR AGNC:113:167 Dt. 12.04.2021 for Empanelment of EMPANELMENT OF PR AGENCY.